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Regular Meeting
Monday, June 1, 2020
7:00 PM
City Hall - 144 North Second Street
Meeting Agenda

Call Meeting To Order:

1. Mayor Michael

Invocation:

2. Mayor Michael

Approval Of Minutes:

3. Consider Approval of the May 4,2020 Regular Meeting Minutes

Public Hearings:

4. Public Hearing on Proposed FY 20/21 City of Albemarle Budget
5. Consider Request for Conditional Use Permit CUP20-01

Agenda Adjustments:

Announced Delegations:

6. Adam Kiker, LKC Engineering - To Discuss Long-Term Plans and Options for Improvements to the Wastewater Treatment Plant

Unannounced Delegations:

Administrative Reports:

7. Update on Census 2020
8. Update on City's Fire Rating
9. April 2020 Departmental Monthly Reports

Municipal Calendar:

10. Municipal Calendar

Consent Agenda:

11. Consider Agreements Related to the City of Albemarle Receiving Disaster Recovery Funds for the February Severe Storms
12. Consider Agreements Related to the City of Albemarle Receiving Disaster Recovery Funds for COVID-19.
13. Consider Approval to Renew Phone System Service Lease
14. Ordinance 20-15 -To Amend the Police Headquarter Project Budget
15. Ordinance 20-16 - To Create a Project Budget for the SCBA Grant in the Fire

Department

16. Consider Bids for Liquid Alum and Liquid Caustic for Use at the Water Treatment Plants
17. Report of Surplus Sales
18. Consider Resolution for Capital Reserve Fund for Sidewalk Improvements

New Business:

19. Consider City Council Summer Meeting Schedule
20. Discussion of 2020 Albemarle Christmas Parade Dates

Adjournment:

21. Adjournment until Monday, June 15, 2020 at 7:00 pm

Print

Title – Mayor Michael

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
No Attachments Available	

APPROVALS:

Date/Time:	Approval:	Department:	
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Print

Title – Mayor Michael

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Not Applicable

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APPROVALS:

Date/Time:	Approval:	Department:	
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Title – Consider Approval of the May 4,2020 Regular Meeting Minutes

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> May_4_2020_REGULAR.docx	May 4, 2020 Regular Minutes

APPROVALS:

Date/Time:	Approval:	Department:	
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REGULAR MEETING CITY COUNCIL

May 4, 2020

The City Council of the City of Albemarle met in a regular session on Monday, May 4, 2020 at 7:00 p.m. via electronic meeting. A physical quorum of members was present in the Council Chambers of City Hall, as well as the Mayor and the City Manager. Mayor Ronnie Michael presided, and the following Councilmembers were present, to-wit: Mayor Pro Tempore Martha Sue Hall, Bill Aldridge; Chris Bramlett; Martha E. Hughes; Dexter Townsend; and Chris Whitley. Joining the meeting by phone was Shirley E. Lowder.

Mayor Michael called the meeting to order.

The Mayor gave the invocation.

Upon a motion by Councilmember Hall, seconded by Councilmember Townsend, unanimously carried, the minutes of the April 20, 2020 regular meeting as submitted were approved.

PUBLIC HEARING

Incentive Resolution for Project Bella

The City of Albemarle is holding a public hearing to consider providing an economic incentive to assist a local industry expansion in Albemarle. This expansion includes a new addition valued at \$1,400,000 to their existing building, new equipment valued at \$1,500,000, and creating 15 new jobs. The City of Albemarle is considering incentivizing the business venture with a grant of 60% of the expansion cost totaling \$50,957, to be paid out over a five year period from the City's General Fund.

Over the five year period, the City can receive a net increase in revenue of \$33,971 due to receiving an estimated \$84,957 in new property taxes. Should the grant be approved, the incentives will be budgeted for the years they will be paid out.

The Mayor called for the public hearing to be opened via phone. There was no public input.

Economic Development Director Mark Donham presented the incentive proposal to Council via phone. Project Bella has operated here for many years and has successfully made and sold

their products in the US and internationally. The company uses advanced technology and their highly skilled workers to create customized products for their customers. He thanked the project partners Stanly County Economic Development Commission and Stanly Community College.

Upon a motion by Councilmember Aldridge, seconded by Councilmember Hall, unanimously carried, the public hearing was closed. There was no discussion of the item by Council.

Upon a motion by Councilmember Bramlett, seconded by Councilmember Hall, unanimously carried, Council approved the Project Bella incentive resolution.

(Resolution 20-04 – To Approve Incentives for Project Bella)

AGENDA ADJUSTMENTS

The Mayor requested that the following agenda adjustment be made:

1. Move the “Consider Approval of the EE Waddell HVAC Build Design Contract” item from the Consent Agenda to under New Business.

Upon a motion by Councilmember Hall, seconded by Councilmember Townsend, unanimously carried, Council approved the agenda adjustment.

MUNICIPAL CALENDAR

Mayor Michael and Councilmembers received the municipal calendar prior to the meeting. The Mayor asked if any Council members had any questions or comments. Clarification on whether some of the scheduled events were cancelled or are going to be held was requested. The scheduled May Planning and Zoning Board meeting has been cancelled, as there was no business for the Board to discuss. The Historic Resources Commission will use a combination of in-person and electronic meeting methods for their May 11, 2020 meeting, and the ADDC Board will meet the same day via Zoom. The May 26th date for the quarterly Stanly County COG meeting has been cancelled, with a late August re-scheduled date to be confirmed. The City of Albemarle would host the re-scheduled meeting.

A question was raised about the agenda for the May 11th HRC meeting. Will an update on the burned-down King property be raised at that meeting? A follow up question was asked – has a decision been made yet about that property? Per the agenda emailed to Council that item will not be considered at the May 11th HRC meeting. A Planning/Development Services staff member will update Council on that property.

Council agreed that the May 11, 2020 and May 14, 2020 Council FY20-21 budget sessions would be cancelled as they will provide input remotely to the City Manager. The Council considered whether to keep the May 18, 2020 regular meeting date considering that a June 1, 2020 regular meeting is scheduled for the public hearing on, and Council consideration of the FY 20-21 budget. The Council agreed to keep the May 18th date in case there is pressing business to consider. If there is not, that meeting would be cancelled. A request was made for Council to review its summer meeting schedule at the June 1st meeting.

Councilmember Lowder entered the meeting via phone.

Both this month's COG and Rocky River RPO TAC meetings will be held via Zoom.

CONSENT AGENDA

The Mayor asked if Council wanted to move any remaining items on the consent agenda down to New Business. Mayor Pro Tempore Hall requested that the first item "Consider Approval of Contract with Chambers Engineering for the Albemarle Business Center" be moved to New Business.

Consider Approval of the Capital Improvement Plan

On October 21, 2019, Council was presented with a printed draft of the 2021-2025 Capital Improvement Plan (CIP). During Council's Fall Strategic Budget Planning Session on November 19, 2019, First Tryon presented the financial model which included discussion of Capital Projects in General and Enterprise Funds. For the 2021-2025 CIP, staff anticipates the need for approximately \$94.71M in capital costs over the next five years.

The CIP is not a guarantee of funding for certain programs or capital needs, but rather a planning tool to help anticipate and plan for the City's capital needs over a five-year span. All projects and needs will be re-analyzed with the adoption of each annual budget, and may be adjusted as priorities change and with the availability of revenue. CIP's are generally needed when seeking funding sources as outside agencies like to see appropriate financial planning and growth management tools, and a well drafted CIP displays the City's ability to effectively forecast and successfully plan.

Staff seeks Council's final approval of the proposed CIP. Once approved, Council will receive a bound copy of the approved CIP.

Consider Adoption of the Update to the Cabarrus, Stanly, Union Regional Hazard Mitigation Plan

The adoption of a Hazard Mitigation Plan is a requirement of the State and Federal Governments in order to receive assistance from either following a declared disaster. The City participates in a regional planning process for the plan and an update is required. At one time the City had its own plan, but by participating in the regional planning process hazards that are a threat to all jurisdictions have been identified, and there has been the benefit of the knowledge and expertise of those involved in this regional endeavor. A resolution was provided to the Mayor and Council for their consideration.

(Resolution 20-05 – Adoption of Update to the Cabarrus, Stanly, Union Regional Hazard Mitigation Plan)

Consider Ordinance and Resolution to Allow NC Municipal Power Agency #1 to provide Monthly Electronic Billing

Members of the NC Municipal Power Agency #1 have always received their monthly wholesale power bill by email and US mail. Moving forward NCMPA1 desires to only send the monthly wholesale power bill electronically through email. To do this NCMPA1 is requesting a Waiver Agreement from each Participant that waives the US mail requirement outlined in the Project and Supplemental Power Sales Agreements. This item was discussed at the NCMPA#1 Rate Committee meeting on March 19 and the NCMPA1 Board of Commissioners meeting on April 21. The City Manager is the City's representative on both. The Electricities Board of Directors approved at its meeting on April 24, 2020.

On behalf of the NC Municipal Power Agency #1, staff is asking that City Council consider approving the attached documents:

1. Waiver Agreement
2. Ordinance for Waiver Agreement
3. Clerk's Certificate for Waiver Agreement

(Ordinance 20-13 – To Allow the NC Municipal Power Agency #1 to Provide Monthly Billing Electronically)

Upon a motion by Councilmember Hall, seconded by Councilmember Hughes, unanimously carried, Council approved the following:

- 2021-2025 City of Albemarle Capital Improvement Plan (CIP);
- Adopting the update to the Cabarrus, Stanly, Union Regional Hazard Mitigation Plan via Resolution 20-05; and
- Ordinance 20-13 along with the Waiver Agreement and Clerk's Certificate of Waiver Agreement to allow the NC Municipal Power Agency #1 to provide monthly billing electronically.

NEW BUSINESS

Consider Approval of Contract with Chambers Engineering for the Albemarle Business Center

City Council has previously provided its approval to move forward with engineered development options for the Albemarle Business Center. The original process was going to have the price included in the larger construction bid package Chambers Engineering would develop. Since we are not certain when the bid package will be developed and released, the work that has been authorized for the engineering options needs to be separated out (from the bid package development) so it can be paid, which is the reason for the contract under consideration. Funds are within the current project budget for this expense.

Upon a motion by Councilmember Hall, seconded by Councilmember Whitley, unanimously carried, Council approved the contract with Chambers Engineering for the Albemarle Business Center.

Consider Approval of the EE Waddell HVAC Design Build Contract

E.E. Waddell Community Center Gymnasium was approved for a new HVAC unit during the budget process for FY20. Through an informal bid process, Miles McClellan Construction Company was awarded the preliminary design-build agreement for the EE Waddell Community Center Gymnasium. To date, \$21,600 has been spent on this work, which includes: engineered plans, permits, and bid preparation.

The recommendation is to move forward with Miles McClellan as the design-build firm for completion of this project. Council is being asked to approve the attached design-build contract so that Miles McClellan can move forward with hiring the subcontractors to install the unit.

A question was raised about a discrepancy in a contractor name on the internal memo provided to Council. Is the contractor name LKN Mechanical or LNK Mechanical? Staff confirmed one of the bidding contractor's names is LKN Mechanical.

A question was posed to City Attorney Britt Burch as to the origination of the contract in front of Council. Ms. Burch replied that the contract is a standard form that has been customized through verbal and written negotiations with the proposed contractor to be hired.

Upon a motion by Councilmember Townsend, seconded by Councilmember Hughes, unanimously carried, Council approved the EE Waddell Community Center Gymnasium HVAC design build contract with Miles McClellan.

Presentation of the Proposed FY20/21 City of Albemarle Budget

City Manager Michael J. Ferris distributed the proposed FY20/21 budget to Council in meeting and presented his comments and highlights of the budget in a presentation. The public hearing and Council consideration of the budget is expected to occur at the June 1, 2020 regular meeting.

Highlights of the presentation included:

- Providing examples of accomplishments that the City of Albemarle has been able to note in spite of a tight budget during the current FY19-20, including:
 - A successful audit and approval from the Government Finance Officer Association of our second ever Certified Annual Financial Report;
 - The completion of the new Police Headquarters building and hiring a City Attorney for the first time in the City's history;
 - Installation of the HVAC system in the gymnasium and lot repaving for the E.E. Waddell Community Center;

- In Enterprise Funds, the City was again a winner of the Public Power Award of Excellence;
- In Water and Sewer operations completion of the Phase 2 inflow and infiltration work and first phase electric rehabilitation work at the wastewater treatment plant, as well as undertaking a cost of service study, and paying the second of three installments to the NCDOT for the relocation of water and sewer infrastructure as part of the NC 24/27 widening project; and
- Despite the instability and dynamics creating revenue losses during the COVID-19 pandemic, the City is finishing the fiscal year in a financially stable position.
- Summarizing aspects of the proposed FY20-21 budget, including:
 - General Fund: Maintaining the City tax rate at 64 cents per \$100 of assessed value;
 - Solid Waste and Disposal fees have been adjusted to continue to be self-supportive;
 - Increase in City vehicle tax from \$5.00 to \$10.00 annually;
 - Examples of major initiatives in the General Fund include:
 - § New roof for Fire Station #1;
 - § Renovations to bathroom in Fire Station #2;
 - § Increase of \$25,000 for street maintenance and repair;
 - § 1 FT position in the Planning and Development Services Department to devote to code enforcement for residential and new non-residential commercial maintenance codes. As a result the City can cut its 1 day-a-week contract for code enforcement services.
 - § Replacement of the roof at the E.E. Waddell Community Services Center;
 - § Major sidewalk rehabilitation projects in conjunction with the Pfeiffer construction project, as well as sidewalk improvements on South Street upcoming;
 - Powell Bill – A major source of revenue for our streets maintenance and repair program. Our current funding levels are in line with what the city was funded during FY2010-11.
 - Water and Sewer Fund – A 6% water increase and 8% sewer increase in order to pay for existing debt for current and future capital projects, routine capital needs, services maintenance, and compliance. No plan for water and/or sewer tap fee increases.
 - Electric Fund – No rate increase is proposed. This would be the sixth consecutive year for no rate increases and actually in the last five years a rate decrease. This includes the 1st phase of a cost of service implementation study to move fees towards a stabilizing of revenues by placing a greater reliance on the recovery of fixed costs to operate services. There is no increase to the average residential customer.
 - Landfill Fund: No tipping fee increase is proposed. The closure/post-closure cost will remain at \$1/ton.
 - Personnel: There is a small cost of living adjustment (COLA) pay out to all City personnel proposed in order to keep positions competitive. There will be a 10% increase in the City's cost to continue to fully fund health insurance for all employees to keep pace with increasing costs for such plans.

The City Manager closed his remarks by stating that copies of the budget will be available to the media, the public via the City's website, with the City Clerk, and when it opens at the Stanly County Library. He thanked Council for their work during budget sessions throughout the year,

and Finance Director Colleen Conroy, Assistant Finance Director Jacob Weavil and the Assistant City Manager Nyki Hardy for their help in preparing the proposed budget.

The Mayor asked Council if they wanted to consider a motion to set the public hearing for the proposed FY 20-21 budget for June 1, 2020 at 7pm in Council Chambers. Upon a motion by Councilmember Bramlett, seconded by Councilmember Aldridge, unanimously carried, Council approved setting the budget public hearing for June 1, 2020 at 7pm in Council Chambers.

Council had a few questions to pose to the City Manager about the budget. They are as follows, with the respective responses:

- Where is the City now on the County's valuation calendar? This upcoming budget year would be the last year under current County valuation rates.
- For the City vehicle tax, is this a tax that most municipalities have? Although there was no one present who could provide at that time an estimate of the number of municipalities that use that tax, the Mayor stated that for municipalities that do require that tax, the City of Albemarle's tax is much lower. The Mayor Pro Tempore requested that staff provide a comparative analysis of this tax among municipalities the size of the City of Albemarle along with background budget information to be provided to Council.
- Is there a City personnel compensation study to be conducted in FY20-21 as discussed in Council budget workshops? Yes. Later in the new fiscal year a compensation study will be conducted in order to provide as up-to-date information as possible to Council.
- What was the COLA for FY19-20 and when was it applied? The COLA for the current fiscal year is 2% and it was applied in July 2019.
- Is there a PIO (Public Information Officer) position in this budget? No.
- For compensation studies, is the City using absolute salary rates, or are they measuring salary rates in relation to the cost of living in each locale? The City finds comparative municipalities in terms of city operation size and local cost of living rates from which to base any salary comparisons. Then the City considers options on how to adjust salaries: it can be dollar-for-dollar, or funding a percentage of a salary rate, such as 90% of the comparative rate. Salary proposals then come back to Council for consideration.

Discussion of the Drainage Issue

Council has asked that a discussion of drainage issues when the City or its facilities are adversely impacted and a discussion of potential remedies be placed on the agenda. This request is a result of an issue that arose the prior week where a portion of East Cannon Avenue was flooded after a hard rain. City crews went out and removed the water build-up and investigated the situation. They confirmed that all local City-owned water pipes were clear. Water pipes on a private property are considered the source of the problem.

The City Attorney Britt A. Burch researched options the City could take to remedy a nuisance located on private property that is impacting a City-owned street or other City-owned property. She presented the options to Council in a short presentation. There are a few options the City could pursue in this type of situation:

- Under N.G.C.S. 160A, there is a requirement for municipalities to keep streets from obstruction and free flowing, and the opportunity to abate a situation which impacts the health and safety of its residents. With this remedy, the City would abate the issue on the private property and charge the owner for the work. If the owner does not pay for the abatement, the City can place a lien on the property. The City's timeline of action would be impacted by whether the situation is an emergency (i.e., if the street is impassable) or not. In a non-emergency situation, the City could send the property owner notice and a timeline to fix the issue, and then could go in and abate the situation after that timeline has passed. In an emergency situation the city does not need to supply advance notice to the property owner but can immediately abate the problem on the property.
- The City could apply nuisance property abatement procedures provided under the City's Code of Ordinances. In this instance the City would need to provide notice to the private property owner and a timeline for correction of 15 days. If after 15 days the property owner has not provided a fix, then the City can go in and abate the situation.
- The City could also enact a storm water program funded by the implementation of a utility fee for all residents. This would allow funds for the City to fix storm water issues on both private and public property.

Council had a few questions related to the options presented by the City Attorney:

- Who would make the determination of the seriousness of the situation? Since calling a City Council meeting would not necessarily be a timely and expedient option, the determination would fall to the City Manager to assess the situation and enact the appropriate remedy.
- What if the situation is cyclical (i.e., a street floods every time there is a hard rain and it has occurred 4 times in a given period of time)? The interpretation of the General Statute is that the remedy can be enacted at the first occurrence of an emergent situation (i.e., the City does not have to wait X number of times for a situation to occur in order to act).
- What if the abatement work takes considerable time and effort – is that a consideration? The interpretation of the General Statute would indicate a municipality would have reason to act in an expedient way particularly if it is viewed as a complex fix in order to abate it.

Council discussion centered on the following themes:

- This has happened before in other areas of the City – why did the City not act to abate then? In recent Council discussions similar situations, when staff asked the Council their input on remedying the situation, Council opted for the City to work with the property owner to investigate the situation and advise the property owner of remedies. Now that the City has dedicated legal counsel, the City is being made aware of statutory courses of action previously not known.
- In the situation that occurred last week, why did it flood? In that section of road it is hilly. In order to prevent water pooling on the street when coming downhill towards the street, catch basins are installed to disperse water. However if a private property owner decides to install a drainage system or pipes, the City cannot access them and they typically are not connected to

the City's water control system. If that private piping/drainage system backs up, the rain has nowhere else to go except downhill into the street.

- The course of action the city should take. Council discussed how communication about the situation should be disseminated, and what next steps would be. The Council determined that in this current case the private property owner should be notified in writing of the issue and be given 15 days to correct it. If that does not happen, then the City will go onto the property and fix the issue and charge the property owner for the service.
- The process the City should engage among the options provided by the City Attorney for future private nuisance property issues impacting City property or infrastructure (i.e. street). The City Manager confirmed if Council approves it, the method being used in this current situation will be applied in future cases.

The Mayor noted that Council agreed to move forward with notifying the private property owner in writing and giving 15 days to remedy the situation. If the situation is not remedied after 15 days, then the City will go onto the property and abate the situation and bill the property owner. Members of the City Council agreed to contact the residents of East Cannon Avenue they have spoken with regarding this issue.

Establish Filing Fees for 2020 City Elections

We are in the process of providing various requested information to the Board of Elections in preparation for the 2020 election cycle. One thing City Council is required to do prior to each election is establish the filing fees. During the most recent election cycle fees were established at \$10.00 for a City Council candidate and \$20.00 for a Mayoral candidate. The State Statute governing the range in which fees can be established is as follows:

N.C.G.S. 163-291.3 The filing fee for municipal and district primaries shall be fixed by the governing board not later than the day before candidates are permitted to begin filing notices of candidacy. There shall be a minimum filing fee of five dollars (\$5.00). The governing board shall have the authority to set the filing fee at not less than five dollars (\$5.00) nor more than one percent (1%) of the annual salary of the office sought unless one percent (1%) of the annual salary of the office sought is less than five dollars (\$5.00), in which case the minimum filing fee of five dollars (\$5.00) will be charged. The fee shall be paid to the board of elections at the time notice of candidacy is filed.

Upon a motion by Councilmember Bramlett, seconded by Councilmember Hughes, unanimously carried, Council approved maintaining the filing fees at \$10.00 for a City Council candidate and \$20.00 for a Mayoral candidate.

COMMENTS/UPDATES

Mayor Michael asked if Council members or the City Manager had any comments/updates they would like to make.

City Manager Michael J. Ferris:

- As a reminder, per the discussion related to the municipal calendar, the Stanly County COG quarterly meeting that the City was to host on May 26, 2020 has been cancelled. The date in August will be confirmed and passed onto Council.
- The City has partnered with Stanly County Schools to open up two additional school lunch pick up sites starting today at the E.E. Waddell Community Center and Amhurst Gardens.
- The Public Housing Department received notice today that they would be the recipient of \$32,000 in CARES funding.
- For the Ridge Street NCDOT resurfacing project, which encompasses Pee Dee Avenue to the traffic circle, the work has been delayed due to COVID-19, but will start again in July. As a side note, the contract calls for the work to be completed by August 2020.

Councilmember Aldridge:

- Regarding the Highway 52 repair, can another layer of asphalt be applied? Is there something else that can be done? Per the City Manager the City has inquired of NCDOT when the larger Highway 52 repaving project is planning to start, so that all of that road surfacing can be done, not just the part that was cut due to the water line break a few weeks back. From what he knows, NCDOT might ask the gas company to shoulder the cost of the larger project because they are placing many cuts along that stretch of road. However depending on the timeframe of the start date of the larger resurfacing project the patch done during the water line repair may not last. Milling and resurfacing of the patch will need to be done but it is not clear when that will be done considering the other project's timeline.
- He asked if at any time there has been a fee waiver for folks wishing to dump trash at the landfill. The City Manager said that there has never been a waiver of fees at the landfill. Could the Councilmember mean a free drop off day for electronics like Recycling Day in April? Recycling Day was cancelled this year due to COVID-19. Perhaps the city could consider it for this fall.

Councilmember Townsend:

- The Sagebrush restaurant recently changed ownership. The City should reach out to the new owner to note that the grass needs to be mowed.

Councilmember Bramlett:

- It is nice to see more people outside in the City these days. However, they are having to walk in the street instead of on the sidewalk in certain areas such as Second to First Streets on Main Street. It is something the City should look into.
- There is a creek that runs in the back of his property and he has noticed an influx of trash strewn in and around it. He is saddened and frustrated to see how his fellow residents have dirtied the City by dumping trash. The Mayor encouraged viewers and all residents to try to help by picking up trash and waste they see and to maintain their properties by keeping their yards mown.

Mayor Pro Tempore Hall:

- FYI - The YMCA Park's kiosk is open and Parks and Rec has kept trails and bike paths open.

- Not one City employee has been furloughed during the COVID-19 pandemic. A prime example of how the City has gotten work done without any furloughs is department heads re-working some positions in order for those employees to shift to other projects to keep them employed.
- A reminder that the NCLM's annual business meeting is on May 28th and will be held virtually.
- She read a resident letter about trash piling up and not having WM picking it up due to COVID-19. It was noted that some of the trash has been sitting for some weeks already. Is there any news from WM? The City Manager replied that he spoke with the WM regional director recently and related the frustration of all of the trash piling up. In that conversation he suggested that perhaps WM could use the trucks with booms to begin to pick up the large waste that would not need pick up by hand, such as large boxes, mattresses, furniture, etc. As of last week WM began to route trucks to pick up large curbside trash. Councilmember Lowder weighed in by stating that the City can't lay all of the trash problem on WM; it needs to keep trying to find ways to solve problems as they come up. The City Manager will keep in contact with WM as this dynamic continues.
- If anyone wants to do something for the Class of 2020 graduates of Albemarle High School contact her directly to submit names of graduates.
- "Attaboy" about the signage at the water treatment plant. The temporary sign is up, and the permanent new sign should be coming shortly.
- She was looking to confirm that dedication plaques have been approved for the Albemarle Neighborhood Theater and the new Police Headquarters building. The Mayor confirmed that Council approved these plaques and they are currently being engraved now.
- Is the new Police Headquarters done? The City will have ownership in a few weeks; a few final items are being finished now.
- Happy International Firefighters Day to the City of Albemarle firefighters.
- Re: the CARES Act and whether or not cities and towns are going to get funds, she wanted to raise it so that residents can understand what is occurring. Per the news media \$150 million of CARES funding was dedicated to cities and towns in the state per the new legislation the General Assembly passed over the weekend and the Governor signed this morning. The mayor responded by saying that his current understanding is that there needs to be an amendment to the CARES Act on the federal level to allow those local entities who have not already received funding as a "designated city" through the legislation to be allotted funding. Per what the Mayor Pro Tempore heard on an April 8th COG call, only entities with a population of 500,000 or more would receive CARES Act funding but that the state would receive funds to be passed down to local municipalities. Also she was made aware that Bureau of Justice funds were available for police overtime pay compensation due to the pandemic. She is not sure if anyone in our regional did or did not apply for that money. In sum, she is appalled that the City has yet to receive any of this funding related to the pandemic so far.

Upon a motion by Councilmember Hall, seconded by Councilmember Hughes, unanimously carried, the meeting was adjourned to the next regular City Council meeting on Monday, May 18, 2020 at 7:00 p.m. in City Council Chambers via an electronic meeting.

Print

Title – Public Hearing on Proposed FY 20/21 City of Albemarle Budget

Description:

This is the required public hearing on the budget. If all members of the City Council are present, the budget may adopted at the close of the public hearing. If any Councilmembers participate electronically, the public comment period must remain open for 24-hours and the budget can then be considered at the June 15th meeting.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Budget_Ordinance_20-14.pdf	Budget Ordinance 20-14

APPROVALS:

Date/Time:	Approval:	Department:	

ORDINANCE 20-14
2020-2021 BUDGET ORDINANCE
CITY OF ALBEMARLE, NORTH CAROLINA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALBEMARLE AS FOLLOWS:

SECTION 1. That the following amounts are hereby appropriated for the operation of the City government activities for the fiscal year beginning July 1, 2020, and ending June 30, 2021, according to the following schedules:

SCHEDULE A - GENERAL FUND

Administration	1,882,236	
Public Safety	9,059,753	
Public Works	3,230,080	
Planning & Development Services	670,375	
Recreation	1,940,940	
TOTAL GENERAL FUND		16,783,384

SCHEDULE B - POWELL BILL

Street Maintenance & Construction	576,635	
TOTAL POWELL BILL FUND		576,635

SCHEDULE C - LANDFILL FUND

Administration & Operating	2,324,159	
Debt Service and Appropriations	506,262	
TOTAL LANDFILL FUND		2,830,421

SCHEDULE D - WATER & SEWER FUND

Administration	2,248,173	
Customer Service	103,470	
Water and Sewer Plants Divison	5,755,069	
Water and Sewer Systems Division	2,974,362	
TOTAL WATER & SEWER FUND		11,081,074

ORDINANCE 20-14
2020-2021 BUDGET ORDINANCE
CITY OF ALBEMARLE, NORTH CAROLINA

SCHEDULE E - ELECTRIC FUND

Administration	2,339,463	
Customer Service	109,929	
Operations	30,273,943	
TOTAL ELECTRIC FUND		32,723,335

SCHEDULE F - DEPARTMENT OF PUBLIC HOUSING

Routine Expenses	1,392,055	
Non Routine Expenses	16,200	
TOTAL PUBLIC HOUSING FUND		1,408,255

SCHEDULE G - PUBLIC HOUSING SECTION 8

Housing Assistance Payments	1,377,380	
Administrative Fee	198,664	
TOTAL SECTION 8		1,576,044

SCHEDULE H - INTERNAL SERVICE FUND

Health Insurance Claims & Administration	3,519,722	
TOTAL SELF INSURANCE FUND		3,519,722

ORDINANCE 20-14
2020-2021 BUDGET ORDINANCE
CITY OF ALBEMARLE, NORTH CAROLINA

SECTION 2. That it is estimated the following revenue will be available during the fiscal year beginning July 1, 2020 and ending June 30, 2021 to meet the foregoing appropriations to the following schedules:

SCHEDULE A - GENERAL FUND

Property Taxes	6,986,845	
Other Local Revenue	2,380,419	
Revenue from other Governments	5,483,890	
Proceeds from Installment Debt		
Appropriated Fund Balance	543,785	
Payment in Lieu of Taxes from Electric Fund	978,720	
Payment in Lieu of Taxes from Water & Sewer Fund	349,510	
Payment in Lieu of Taxes from Public Housing	18,815	
Payment in Lieu of Taxes from Solid Waste Fund	41,400	
TOTAL GENERAL FUND		16,783,384

SCHEDULE B - POWELL BILL

Powell Bill Allocation	505,450	
Other Revenues	9,755	
Available Fund Balance	61,430	
TOTAL POWELL BILL FUND		576,635

SCHEDULE C - LANDFILL FUND

Solid Waste Disposal Fees	2,506,100	
Other Revenues	324,321	
Appropriated Fund Balance	0	
Proceeds from Installment Debt	0	
TOTAL LANDFILL FUND		2,830,421

ORDINANCE 20-14
2020-2021 BUDGET ORDINANCE
CITY OF ALBEMARLE, NORTH CAROLINA
SCHEDULE D -WATER/SEWER FUND

Water Sales, Sewer Service, Taps, etc.	11,032,074	
Available Retained Earnings	49,000	
TOTAL WATER & SEWER FUND		11,081,074

SCHEDULE E - ELECTRIC FUND

Electric Sales	31,937,000	
Other Revenue	761,335	
Transfer from Other Funds	25,000	
Appropriated Fund Balance	177,830	
TOTAL ELECTRIC FUND		32,723,335

SCHEDULE F - DEPARTMENT OF PUBLIC HOUSING

Contract A-1974	1,237,463	
Appropriated Fund Balance	170,792	
TOTAL PUBLIC HOUSING		1,408,255

SCHEDULE G - PUBLIC HOUSING SECTION 8

Section 8 Choice Voucher Program	198,664	
Housing Assistance Payments Contract A-3352	1,377,380	
Appropriated Fund Balance	0	
TOTAL SECTION 8		1,576,044

SCHEDULE H - INTERNAL SERVICE FUND

Contribution on behalf of Employees	3,198,150	
Contribution for Dependant Coverage & COBRA	321,572	
TOTAL SELF INSURANCE FUND		3,519,722

ORDINANCE 20-14
2020-2021 BUDGET ORDINANCE
CITY OF ALBEMARLE, NORTH CAROLINA

SECTION 3. That there is hereby levied the following rates on each one hundred dollars (\$100.00) valuation of taxable property as listed for taxes as of January 1, 2019, situated and lying:

- A. Within the confines and limits of the City of Albemarle for the purpose of raising the revenue for the current year's property tax as set forth in the estimated revenue, and in order to finance the foregoing appropriations:

General Fund	\$0.64
--------------	--------

The above rates of tax are based on an estimated total assessed valuation of property for the purposes of tax of One Billion Eighty-Four Million (1,084,000,000) for this fiscal year

- B. Within the confines of the municipal service district in the City of Albemarle established by resolution 96-11, for the purpose of raising the revenue for the current year's property tax as set forth in the estimate of revenues, and in order to finance the foregoing appropriation:

Municipal Service District	\$0.10
----------------------------	--------

The above rate is based on an estimated total assessed valuation of property for the purpose of tax within the municipal service district of Forty-Seven Million Three hundred Thousand (\$47,300,000) for this fiscal year

Section 4: The City Manager or a designee is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. Transfers between line item expenditures within a department without limitation and without a report being required. These changes must not result in increases in recurring obligations such as salaries.

ORDINANCE 20-14
2020-2021 BUDGET ORDINANCE
CITY OF ALBEMARLE, NORTH CAROLINA

b. Transfers up to \$1,000 between departments, including contingency appropriations, within the same fund. The budget officer must make an official report on such transfers at the next regular meeting of the Governing Board.

c. All transfer between funds require prior approved by the Governing Board in an amendment to the Budget Ordinance.

SECTION 5. That copies of this ordinance shall be furnished to the Finance Director and City Clerk to be kept on file by them for their direction in the disbursement of City funds.

This ordinance was introduced by Councilmember _____
a member of the City Council of the City of Albemarle.

Councilmember

Adopted this _____ day of _____, 2020

Mayor

Attest:

Clerk to the Council

Print

Title – Consider Request for Conditional Use Permit CUP20-01

Description:

Consider a conditional use permit request by Save The Children to install a 68' X 28' modular classroom unit on the existing preschool facility located at 405 Davis Street.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

This is an extension of an existing long-time use on site. The applicant has provided evidence of the low impact this addition will have on the surrounding neighborhood and Staff finds this to be generally in conformance with city plans and development regulations. There is no evidence that this use will be detrimental to the quality of life or property values. Please see Staff Comments and the completed application for more information.

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> CUP20-01_405_Davis_ST_TR_28531_combined.pdf	CUP20-01

APPROVALS:

Date/Time:	Approval:	Department:	



Tracking Information (Staff Only)

Application Number: 20-01

Date of Application: May 20, 2020

Conditional Use Permit Application

ONLY COMPLETE APPLICATIONS SHALL BE ACCEPTED

Conditional use permit applications are heard by City Council as a quasi-judicial public hearing per §21.72 of city code. Per §92.101(B) of city code it is highly recommended that the applicant meet with pertinent City staff in a pre-application conference prior to the submittal of an application.

The application is a form of written testimony, and used both to show how ordinance considerations are addressed and to provide evidence that the required findings for approval can be made. In addition to the application materials, the applicant may provide any written, drawn, or photographed material to support a request and as permitted by City Council as applicable. Any such additional material submitted will become part of the application, and as such cannot be returned.

Attendance at the hearing is required. Applicants may represent themselves or may be represented by an individual familiar with their project and quasi-judicial public hearings. If someone other than the applicant is selected to attend the hearing, contact information of said person must be given on this application. The applicant has the burden of proof and must provide sufficient evidence in order for the required findings to be made. The public hearing will allow the applicant and individuals with standing the opportunity to testify in regards to the request. Per §92.101(D)(5) an application may be approved, approved with conditions, continued, or denied. Per §92.101(H) an appeal from the decision of City Council by an aggrieved party shall be made to Stanly County Superior Court in the nature of certiorari no later than 30 days after a written copy of the decision is received by the applicant.

Contact Information: If you have any questions, please contact the City of Albemarle Planning and Development Services Department between 8:00 a.m. and 5:00 p.m. on business days (704) 984-9424.

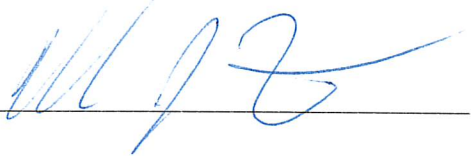
Applicant Requirements	Applicant Initial	Staff Initial
Pre-application conference	KG	ES
Completed application and responses with signatures	KG	ES
Fee	KG	ES
Submitted SITE PLAN(full size or 11 x 17, and soft-copy) or PLOT PLAN, as determined by city staff, as applicable	KG	ES
Responses to findings per §92.101(E)(1)	KG	ES
Responses to considerations per §92.101(E)(2)	KG	ES
Responses to additional findings and/or review factors, as applicable	KG	ES
Floor plan, as applicable	KG	ES
Elevations, as applicable	KG	ES

Per §92.101(D)(1) Of city code, an application for a conditional use permit shall be filed by the owner of the property or by an agent specifically authorized by the owner to file such application. Where an agent files the application, the agent shall provide documentation that the owner of the property has authorized the filing of the application. Documentation shall include an official letter from the property owner acknowledging the proposed use that is being sought and ensuring that per §92.101(I)(1) an approved permit shall be recorded in the chain of title so that future purchasers of a property will be fully aware of all conditional use permit stipulations. Each application for a conditional use permit shall contain all required information. Incomplete applications shall not be accepted.

Applicant Information
Name: Save the Children Federation, Inc.
Contact Person: Christopher Felder
Address: 310 Kerr St. NW
City/State/ZIP: Concord, NC 28025
Telephone: (704) 647-7114
Email: cfelder@savechildren.org

Signature: Khari M. Garvin

Property Owner Information (if different)
Name: City of Albemarle
Contact Person: Michael Ferris
Address: 144 W Second St
City/State/ZIP: Albemarle NC 28001
Telephone: 704 - 984 - 9400
Email: mferris@albemarle-nc.gov

Signature: 

Agent (if different than applicant)
Name: [Same as Applicant]
Contact Person:
Address:
City/State/ZIP:
Telephone:
Email:

Signature(if applicable): Khari M. Garvin

Property Information	
Site Address: 405 Dr. Martin Luther King, Jr. Drive / Albemarle, NC	
Tax Record Number: 28531	PIN: 654804531583
Deed Book: 300	Deed Page: 807
Zoning District(s): NBD/Neighborhood Business and R-8/Two-Family Residential	
Current Use: Head Start preschool center 92.075(c)(1)	
Proposed Use: Install a modular unit to accommodate two additional preschool classroom spaces 92.075(c)(1)	

Complete and respond to the following with an attachment (suggested), or in the space provided:

Applicant's Name: I, Khari Garvin, do hereby petition the City of Albemarle for a Conditional Use Permit to allow the following:

Installation of a 68' x 28' modular classroom unit on the campus of the existing Save the Children Head Start preschool facility located at 405 South Davis Street in Albemarle to create two additional preschool classroom spaces.

Section 92.101(E) Standards for Decision:

(1) Before a request for a conditional use permit is granted, City Council must show that all of the following are met:

(a) The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and provided.

The 405 S. Davis Street parcel has been utilized as a preschool program for a decade. Save the Children's intention is to continue this same practice if the conditional use permit is granted. As a result, there will be no material endangerment of the public's health or safety if a preschool classroom modular unit is co-located on the campus as proposed.

Head Start programs serve preschool children who are disadvantaged -- subject to a range of risk factors like poverty and homelessness. According to the Urban Child Institute's publication Pre-K Matters: Children are the key to our community's economic future, "A community with high levels of educational attainment is a community that is less vulnerable to poverty, unemployment, and crime. Reduced need for public spending on remedial education, criminal justice, and social support programs are key reasons why universal Pre-K is such a sensible investment. Aside from the compelling, individual benefits, it impacts our community on a very real level. Research shows that communities who invest in pre-kindergarten programs experience considerable returns on their investment to private citizens, as well as local, state, and federal government."

In addition, the modular unit will be placed within the borders of the fence that surrounds the property. The modular unit will be installed according to a specific site plan that is state code compliant.

(b) The use meets all required conditions and specifications.

Yes, the use of the proposed modular unit meets all zoning codes and building codes. Furthermore, the proposed plan meets all setbacks and buffering requirements of Chapter 92. In addition, Save the Children strictly follows federal guidelines on the design of playgrounds. The existing playground meets the federal standard of 75 sq. ft. per child. The addition of two preschool classrooms will not compromise the square footage requirements, as a schedule is followed to restrict playground access to one classroom at a time.

(c) The use will not substantially injure the value of adjoining or abutting property, or, alternatively, that the use be a public necessity.

The use of the proposed modular unit will not injure the value of the adjoining property, as the proposed use (preschool services) is consistent with the current use of the adjoining property. And as noted in sub-section (a) above, there is data that supports the positive effects that pre-K programs have on children and communities.

(d) The proposed use is in harmony with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.

Yes, the proposed modular is a single story structure of similar footprint and scale of adjacent structures and its proposed use is in harmony with adjacent structure. The harmony includes both the usage of the structure, as well as the construction materials used (e.g. vinyl siding) and the design.

(e) Be in general conformance with adopted plans.

Yes, the classroom modular installation will conform to the adopted plans. The attached schematic depicts the plan for the installation and placement of the modular classroom unit.

As the City of Albemarle's future land use map classifies the parcel as "Neighborhood Residential," (which allows for low-intensity businesses), Save the Children's proposal falls within these parameters.

(2) City Council may approve conditional use applications with additional conditions or requirements based upon the following, so as to assure that the aforementioned criteria have been addressed:

(a) Placement. Specific placement of primary and/or accessory structures and/or uses.

The placement of the proposed modular unit may require that a small storage shed that exists on the property be relocated. Save the Children will comply with the recommendations provided by the City of Albemarle for placement of the structure and will conform to all setback requirements.

(b) Parking spaces with ingress and egress. Location of on-site parking, designated loading area, and means of ingress/egress for all vehicles including service vehicles.

There will be no impact to the on-site parking arrangement or means of ingress/egress for vehicles caused by the installation of the proposed modular classroom unit. The proposed change will not increase the need for additional parking. Save the Children's current system of carpooling has been demonstrated to safely move children onto and off of the property each day.

(c) Environmental impact. Compliance with laws including, but not limited to, floodplain and watershed regulations.

Save the Children will comply with all environmental laws with regard to the installation of the proposed modular classroom unit. The parcel is neither located in a regulated Special Flood Hazard Area nor in any regulated watershed.

(d) Screening, buffering, and landscaping. Installation of screening, buffering, fencing, and landscaping where necessary to protect adjacent property.

No additional fencing or other landscaping is anticipated as a need to protect the adjacent property. In the event that a need for this is later determined, Save the Children will assume full responsibility for all work that is required, including raising the existing fence to a height of 6 feet and adding some plants to beautify the grounds.

(e) Effect on nearby properties. Effects of proposed use on nearby properties, including, but not limited to, the effects of noise, odor, lighting, and traffic.

There is no residual impact anticipated on nearby properties resulting from the installation of modular classroom unit.

- (f) Compatibility. The level of general compatibility with nearby properties and impacted neighborhoods, including but not limited to, the appropriateness of scale, design, and use in relationship to other properties.

The modular classroom unit is an extension of the existing facility currently in use on the adjacent property. The unit will be proportional in size and scale to nearby properties and will be of similar aesthetic quality.

- (g) Consistency with policy. Consistency with the City of Albemarle Land Use Plan and applicable area plans, overlay purposes, and zoning district intent in Chapter 92 Zoning Regulations.

The permitted use of the modular classroom unit by the City of Albemarle will comply with all zoning laws and regulations.

- (h) Other factors. Any other review factors which the City Council considers to be appropriate to the property in question.

Save the Children will address and comply with all factors raised by the Albemarle City Council for consideration.

Read and sign below:

In granting a conditional use permit, conditions may be placed to assure that adequate mitigation measures are associated with the use. The conditions shall become part of the conditional use permit approval. Violations of any of the conditions shall be treated in the same matter as other violations of the city code. Furthermore, conditional use permits shall become null and void in any of the following cases per §92.101(F)

- (a) If a building permit and/or commencement of approved use has not been secured within one year after the date of approval by City Council.
- (b) When the conditional use is changed to another use for more than 30 days, other than that for which the conditional use permit was issued or the conditional use is discontinued or ceased for a continuous period of 90 days or more without the re-approval of City Council. Without the re-approval of City Council, the conditional use permit is null and void and continuation of the special use is a violation of this Ordinance.
- (c) If there is an expansion of use without the re-approval of City Council.
- (d) If a substantial violation of the conditions of the permit, as determined by the Planning Director or designee occurs. The addition of language to the conditional use permit regarding such voiding shall not be required.

Applicant Signature: *Khari M. Garvin* Date: May 20, 2020

Attachment: Site plan and Sample Modular Unit





ALBEMARLE

NORTH CAROLINA
Water. Air. Land. Opportunity.

CONDITIONAL USE PERMIT #20-01: STAFF ANALYSIS

Application Information		
Application Number: CUP20-01		
Date of Application: 5/20/20		
Applicant	Save the Children Federation, INC.	
Site Address	405 Davis Street Albemarle NC 28001 Tax Map # 28531	
Site Features	Zone	NBD/Neighborhood Business and R-8/Two-Family Residential
	Overlays	No overlays applied to this parcel
	Size	.40 acres
	Current use	Day Care Facility
Ordinance Request:	<p>§ 92.075 (C) (1) Nursery schools and kindergartens, provided that at least 100 square feet of outdoor play area is provided for each child; adult day care centers.</p> <p>Proposed addition of modular unit on existing parcel.</p>	
Meeting Date	6/1/20	

Conditional Use Permit Questions: Response and Analysis

1. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.

Applicant Response: Please see application CUP20-01.

Staff Analysis: The use as a day care facility is an ongoing and permitted use. Staff does not find the proposed increase in use or density to be detrimental to similar surrounding residential use.

2. The use meets all required conditions and specifications.

Applicant Response: Please see application CUP20-01.

Staff Analysis: A site sketch plan attached to the application demonstrates that all zoning requirements for §92.075 (C) (1) have been met. While exact number of children not provided in the application, the currently fenced in area does accommodate adequate play space to provide 100 sq feet of outdoor play area per child. Proposed 6' opaque fencing and bufferyard requirements are compliant with §92.091.

3. The use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity.

Applicant Response: Please see application CUP20-01.

Staff Analysis: There is no submitted evidence that demonstrates a decrease in property values due to the existing use as a day care facility.

4. The proposed use is in harmony with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics

Applicant Response: Please see application CUP20-01.

Staff Analysis: Staff believes the applicants have made reasonable attempts both to meet the requirements of the ordinance and to mitigate any adverse impacts on the surrounding area. Proposed use will operate with normal business hours during week days. Staff believes the modular facility to be in general harmony with other residential uses and similar in design, scale, and material to adjacent structures.

5. Be in general conformed with adopted plans

Applicant Response: Please see application CUP20-01.

Staff Analysis:

The 2028 Future Land Use Plan designates this parcel as Neighborhood Residential. The plan describes, “Low intensity business uses located in mixed-use buildings or buildings designed and constructed at a residential scale and appearance are also appropriate. Development considerations include the compatibility of infill development with existing building patterns.” Staff believes the use of a Day Care Facility is congruous with the Future Land Use Plan.



Quasi-Judicial Hearings for Conditional Use Permit Applications

Common Order:

- **Opening**
 - Swearing in. Applicants, representatives and persons with standings who wish to testify may be sworn in.
 - Description of the Hearing. Describe that the process is quasi-judicial and an evidentiary hearing and how the hearing will proceed:
 - The applicant will present first
 - Other parties with standing present next
 - Non-party, expert witnesses present next
 - Rebuttal from the applicant and other parties
 - Deliberation
 - Decision
 - Description of the Standards. See findings of fact or repeat §92.101(E)(1).
 - Opportunity for recusal:
 - Conflicts of interest Close familial, business, or other associations with the affected person.
 - Disclose Ex Parte Communication: Contact w. party outside the hearing or special knowledge of case.

- **Introduction of the case.** May be done by either City Staff or the Mayor.

- **Applicant presents case.** Burden is on the applicant to prove that they meet standards in §92.101(E)(1).

- **Other parties present**
 - All other parties with standing, generally those receiving notice
 - Burden is on the opponent or supporter to prove or disprove the standards in §92.101(E)(1).

- **Non-party and expert witnesses present**
 - Testimony must be to determine the standards provided in in §92.101(E)(1) have or have not been met.

- **Rebuttal from applicant and other parties**

- **Deliberation**
 - Focus on each of applicable standards - §92.101(E)(1)
 - Every quasi-judicial decision shall be based upon competent (i.e. trustworthy and reliable), material (i.e. related to the standards), and substantial (i.e. sufficient to support a conclusion) evidence in the record.

- 1. The use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and provided.

Was sufficient evidence presented by the applicant to determine this? _____

Does the proposed use meet this standard? _____

Is there anything that can be done to make the use better meet this standard? _____

2. The use meets all required conditions and specifications.

Was sufficient evidence presented by the applicant to determine this? _____
Does the proposed use meet this standard? _____
Is there anything that can be done to make the use better meet this standard? _____

3. The use will not substantially injure the value of adjoining or abutting property, or, alternatively, that the use be a public necessity.

Was sufficient evidence presented by the applicant to determine this? _____
Does the proposed use meet this standard? _____
Is there anything that can be done to make the use better meet this standard? _____

4. The proposed use is in harmony with adjacent uses in terms of location, scale, site design, hours of operation and operating characteristics.

Was sufficient evidence presented by the applicant to determine this? _____
Does the proposed use meet this standard? _____
Is there anything that can be done to make the use better meet this standard? _____

5. Be in general conformance with adopted plans.

Was sufficient evidence presented by the applicant to determine this? _____
Does the proposed use meet this standard? _____
Is there anything that can be done to make the use better meet this standard? _____

• **Decision**

- Each standard shall have been deliberated individually with findings of fact done for each one, separately.
- Any conditions shall come as part of the deliberation and be tied by finding of fact to a standard.
- Approve, approve with conditions, reject, or continue. Include reasoning for decision.
- Make clear to applicant and Staff the motion prior to voting.

Things to remember:

1. Only those with standing (applicant, property owner, tenant, adjoining property owners, etc) should testify.
2. Outside evidence except from expert witnesses is hearsay and should not be considered.
3. Parties may cross-examine witnesses after the witness testifies when questions are called for.
4. Once hearing is closed, no new evidence may be added to record. Its best to close hearing after deliberations.
5. There **MUST** be evidence to support the claims of the applicant and to approve a CUP.
6. Simple majority - voting includes absent members but excludes empty seats and conflicts



Evaluating Evidence

Courts require that the board’s finding of fact must be supported by “competent, material, and substantial evidence.”¹ A decision that is not supported by substantial evidence in the record is deemed arbitrary and will be invalidated if challenged in court²:

- Evidence is “competent” if it is sufficiently trustworthy and reliable, that is, legally fit and acceptable for consideration by the board (e.g. first-hand knowledge, expert analysis, documents, photos, etc.).
- Evidence is “material” if it shows that one of the standards to be applied will or will not be met. For instance, if the standard at issue is the impact of a project on property values, facts that have no bearing on property value impacts are not material (e.g. The board is considering the impact a fast food restaurant, evidence about the health impacts of a proposed fast food restaurant is not material).
- Evidence is “substantial” if it is relevant and something a reasonable mind would regard as sufficient to support a specific conclusion. In this context, the issue is whether the totality of the evidence received could reasonably support the conclusions reached by the board.

Examples of what is not evidence are:

- mere speculation
- unsubstantiated fears
- vague assertions
- Lay witness/unsupported personal opinion

None of the aforementioned examples of what is not evidence should be relied upon for assessing:

1. Affect on property values.
2. Traffic impact/problems.
3. Other matters where only expert testimony would generally be relied upon.

¹ Humble Oil, 284 N.C. at 468, 202 S.E.2d at 202

² Godfrey v. Zoning Board of Adjustment

Print

Title – Adam Kiker, LKC Engineering - To Discuss Long-Term Plans and Options for Improvements to the Wastewater Treatment Plant

Description:

Please see the attached memo and financial comparisons from Adam.

What he is proposing is a comprehensive solution to the issues we need to address at the Wastewater Treatment Plant which is something we currently do not have. We have plans to implement electrical improvements over many phases, but these do not address the biological challenges we face with the treatment process.

What will be discussed with Council is a change of direction that addresses all issues with which we are dealing. Adam will review the cost/benefit analysis that supports the financial case for moving in the new direction. Additionally, this solution can be achieved in one project, unlike the electrical rehabilitation project, which would still require a solution to address the biological challenges with the treatment process.

No commitment is needed on pursuing the proposed path at this time. Staff and I are very excited about this proposal because it can solve the electrical and treatment issues, shows a favorable cost benefit, can be done in one project in the next few years instead of decades, and resolve the issues we are facing with the SOC.

In addition to representatives from LKC Engineering, we will have several staff members in attendance to discuss and answer questions including Public Utilities Director Judy Redwine, Plants Superintendent Shaun Whitley, Wastewater Treatment Plant Chief Operator Brandon Plyler.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:

[LKC -](#)

[_To_Michael_Ferris_discussing_WWTP_future_plans_and_Phase_3_funding.pdf](#)

LKC Analysis

APPROVALS:

Date/Time:	Approval:	Department:	
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May 26, 2020

Mr. Michael Ferris
City Manager
144 N. Second Street
Albemarle, NC 28001

Re: Discussion on Future Wastewater Plant Improvements
Consideration of Sanitary Sewer, Phase 3 Funding

Dear Mr. Ferris:

In the fall of 2019, our team began working with your wastewater plant staff on potential solutions to help the facility maintain compliance considering the challenges experienced dating back to 2018 and the pending Special Order by Consent. High influent flows coupled with low influent strength regularly make it difficult for your staff to operate the plant efficiently in its current configuration. We explored the efficacy of modifying the aeration process, and this letter summarizes potential solutions.

The recommended capital project discussed herein is one of magnitude and the path forward does not need to be decided at this time. However, consideration of a future modification to the aeration process does affect the scope of the recently awarded Sanitary Sewer Rehabilitation, Phase 3 funding. We recommend action relative to the scope of the Phase 3 funding, and continued discussion relative to future modifications to the aeration process.

CURRENT AERATION PROCESS

Currently the Long Creek Wastewater Treatment Plant operates four separate aeration basins that function in parallel. Each aeration basin contains approximately 4,000,000 gallons in volume, and each basin uses six, 60-horsepower floating aerators. In total there are 24 surface aerators, as seen below.



After significant discussion with your staff, and studying the biological process in detail, we believe the use of the surface aerators is a contributor to the problems the plant has experienced over the last two years.

- The surface aerators offer poor mixing value: when one is turned off for operation or maintenance purposes, the solids in the wastewater tend to settle and the surface aerators cannot re-suspend the settled solids. This can create dead spots in the aeration basins and impact the overall treatment process.
- The surface aerators cannot be throttled, they are either on or off. The only method of controlling the dissolved oxygen in the wastewater is to vary the number of aerators that are running. (Of course, turning aerators off can result in the issues described above.) A lack of throttle-ability does not give your operators flexibility to manage broad fluctuations in influent constituents.
- Surface aerators are not the most efficient method of aerating wastewater. The energy input versus oxygen transfer per unit of volume is higher than more modern methods.
- The surface aerators at your treatment plant have a history of maintenance issues. According to the public utilities staff approximately \$60,000 per year is budgeted for aerator repair and replacement. Working on the aerators requires staff to enter the basins in a boat, and paddle to the aerators to perform maintenance.

PROPOSED MODIFICATIONS

Working with your staff, our team developed a detailed biological process model of your treatment plant. The purpose of the model was to evaluate the efficacy of switching the aeration process to fine bubble diffusion, rather than the floating surface aerators.

Fine bubble diffusion uses submerged air piping and membrane disks to create tiny air bubbles that are introduced to the aeration basins approximately 18" off the bottom floor. The air bubbles ascend upward through the wastewater, allowing for oxygen transfer and mixing. Air is produced using high volume, low pressure blowers that are installed in an enclosed building, and the air is piped to each basin diffusion grid. Pictures of a recent fine bubble diffusion system can be seen below.



Fine bubble diffused aeration systems are designed to keep the wastewater completely mixed at all times, preventing dead spots from forming. All mechanical equipment is located away from the aeration basins in a blower building, providing for much easier, safer, and less expensive maintenance activities.

Our treatment plant model indicates that a fine bubble diffused aeration system would noticeably improve the plant's ability to withstand broader fluctuations in influent flow (volume and strength). The change in aeration process would give the plant operators greater flexibility and control over the aeration process, allow the oxygen feed rate to be varied based on influent flow and loading, and improve mixing capabilities to reduce the build-up of solids and dead spots in the basins. The new system would reduce the risk of non-compliant events that resulted in the violations received in 2018 and 2019 and the pending Special Order by Consent.

The process model also indicates a noticeable decrease in the energy input required for aeration:

Current aeration energy: 24 aerators x 60 HP each = 1,440 HP total

Fine bubble requirement: 2 blowers x 300 HP each = 600 HP total

This equates to direct, substantial savings for your utility fund. At the present utility rate of \$0.035 per kW-h, the energy savings from an aeration conversion is expected to be more than \$180,000 per year.

In addition, the annual maintenance costs for the new mechanical equipment is estimated at \$20,000 per year, rather than \$60,000 per year as currently budgeted for the surface aerators, resulting in a \$40,000 per year savings.

ELECTRICAL UPGRADES FROM 2013 PLAN

As you recall, following a prolonged electrical failure at the WWTP in 2013, Southeastern Consulting Engineers developed a 6-Year Electrical Distribution System Upgrade Plan for the plant. Once implemented, this comprehensive plan would improve the electrical system reliability and redundancy at the plant to reduce the risk of future outages. Year 1 of the planned improvements is being completed currently as part of the Phase 2 Rehabilitation project.

The 6-Year plan is tailored specifically for the current method of aeration. While the goals and objectives of the plan would remain the same if the aeration process changes, the details of the electrical improvements would change. We engaged Southeastern Consulting Engineers as part of our analysis, and they provided updated scopes and pricing for the electrical improvements necessary if the aeration process was converted as discussed above. The good news is that the overall cost of Years 2-6 of the plan would decrease substantially if the aeration process is modified.

Years 2-6 Electrical Upgrades, based on current market pricing:

- As scoped in 2013: \$7,179,000
- Modified to accommodate new aeration process: \$4,262,000

A near-term decision for your staff and Council is relative to the Sanitary Sewer Rehab, Phase 3 funding that was awarded in February of 2020. This funding included Years 2 and 3 of the 6-Year Electrical plan, at an estimated cost of approximately \$3,200,000. If there is interest in pursuing the change in aeration, we recommend removing the Years 2 and 3 electrical upgrades from the scope. We have discussed this with the funding agency, and they will give the City latitude to change the Phase 3 scope if so desired.

The funding agency would allow the City to spend the full loan amount on collection system improvements if the decision is made to remove the Years 2 and 3 electrical improvements.

BUDGETS FOR WASTEWATER PLANT IMPROVEMENTS

Working with your staff, our team developed a capital project that transitions the aeration process to fine bubble diffusion, incorporates all the recommended electrical upgrades based on the 2013 plan, and addresses several miscellaneous improvements at the treatment plant aimed to improve plant operation and maintain compliance. The total project budget for the project is \$16,782,000, and a detailed breakdown is attached to this letter. The value of this project is as follows:

1. This project will convert two basins to diffused aeration to be used for the biological process. The other two basins will be converted to flow equalization basins. This would give the plant approximately 8,000,000 gallons of volume for flow equalization to manage influent spikes.
2. The budget includes modifications to B-station to allow the flow to be split between Basins 1/2 and Basins 3/4. The plant does not have this capability now. Adding these improvements will help manage low flow conditions and provide flexibility for maintenance.
3. The budget includes \$4,262,000 in electrical rehabilitation and will bring the treatment plant up to modern standards for redundancy.
4. The budget includes a System Controls and Data Acquisition (SCADA) system to give the operators real-time monitoring and control of critical processes.
5. The expected energy savings are estimated at \$180,000 per year, and the maintenance savings are estimated at \$40,000 per year. These combined savings would amortize over \$3,500,000 in capital costs.
6. This project will convert the WWTP site from a 12-mgd site to a 24-mgd site, accommodating a future expansion at a much lower price point.

As a comparison, we developed a budget for similar, recommended capital improvements at the plant that would not include a conversion of the aeration system. The total project budget for this project is \$12,070,000, and a detailed breakdown is attached to this letter. The scope includes:

7. Items #2 and #4 above.
8. Years 2-6 of the 2013 recommended electrical improvements, at a present market value of \$7,179,000.

The second project offers limited improvement to the treatment process to better maintain compliance; rather it is predominantly rehabilitation and replacement of aging equipment.

CURRENT RECOMMENDATIONS

We believe there is significant value in the \$16,782,000 project versus the alternative. Its implementation will give the plant operators a much higher confidence to maintain compliance, and it covers all expected capital project upgrades necessary at the plant for the foreseeable future. While it is

a higher capital cost, the decrease in annual operation costs from energy and maintenance savings offsets most of the higher cost.

Staff and Council do not need to decide on the larger project currently. We can continue to discuss its value and impact, and if all parties agree, consider a funding application in the coming cycles.

We recommend that the Years 2 and 3 electrical scope be removed from the Phase 3 project that was recently awarded funding. A decision on this should be made soon by staff and Council, so work can begin on the Phase 3 project according to the timeline required by the funding agency.

Regarding the balance of the Phase 3 funding allocated for the collection system, when developing the Engineering Report required by the funding agency, we can perform additional collection system evaluations and come back to staff and Council with a recommendation on the scope of the collection system portion of Phase 3. Field data may show benefit in using funds intended for the Years 2 and 3 electrical improvements to implement additional collection system upgrades. The funding agency has agreed to allow the City to spend the full Phase 3 funding on collection system upgrades if staff and Council so desire.

We understand this subject has many layers, and we are available for discussion at your convenience. If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at adam@LKCEngineering.com.

Very Best,
LKC Engineering, PLLC



Adam P. Kiker, P.E.

**CITY OF ALBEMARLE
LONG CREEK WWTP**

CONVERSION TO FINE BUBBLE AERATION SYSTEM

Preliminary Cost Estimate

This estimate covers a general conversion of the WWTP to fine bubble diffused aeration for the biological process. The goal of the project is to significantly improve the biological treatment process and the plant reliability and redundancy. Basins 2 and 3 will be used for the biological process, and Basins 1 and 4 for flow equalization. B-Station will be modified to allow for better flow control between basins. Two new clarifiers will be constructed beside the existing Clarifiers 2 and 3. The estimate includes total site electrical upgrades as planned in 2013, modified to satisfy the new process requirements.

1			
2	Demolition and Basin Cleaning		\$775,000
3	Internal demolition	\$30,000	
4	Sludge disposal	\$600,000	
5	Concrete modifications and repairs	\$125,000	
6	Electrical demolition	\$20,000	
7			
8	B-Station Modifications		\$310,000
9	Bypass pumping	\$35,000	
10	Excavation	\$25,000	
11	Concrete	\$180,000	
12	Gates / Weirs	\$40,000	
13	Miscellaneous Metals	\$30,000	
14			
15	Aeration Basin Conversion (Two Process, Two EQ)		\$2,060,000
16	Stone (4" over entire basin floors)	\$150,000	
17	Concrete headers on earthen bottom	\$200,000	
18	Aeration piping and diffusers	\$960,000	
19	Instrumentation	\$175,000	
20	Air piping	\$200,000	
21	Miscellaneous Metals	\$175,000	
22	Installation and testing	\$200,000	
23			
24	Blower Building and Equipment		\$2,115,000
25	Site grading	\$60,000	
26	Concrete slab	\$40,000	
27	Building construction	\$220,000	
28	Blowers, controls, and accessories	\$1,150,000	
29	Air piping	\$150,000	
30	Installation, startup, and testing	\$250,000	
31	Building electrical systems	\$200,000	
32	Mechanical systems	\$45,000	
33			
34	Splitter Box 3 and 4 Modification		\$120,000
35	Gates	\$50,000	
36	Concrete	\$50,000	
37	Miscellaneous metals	\$20,000	
38			

**CITY OF ALBEMARLE
LONG CREEK WWTP**

CONVERSION TO FINE BUBBLE AERATION SYSTEM

Preliminary Cost Estimate

This estimate covers a general conversion of the WWTP to fine bubble diffused aeration for the biological process. The goal of the project is to significantly improve the biological treatment process and the plant reliability and redundancy. Basins 2 and 3 will be used for the biological process, and Basins 1 and 4 for flow equalization. B-Station will be modified to allow for better flow control between basins. Two new clarifiers will be constructed beside the existing Clarifiers 2 and 3. The estimate includes total site electrical upgrades as planned in 2013, modified to satisfy the new process requirements.

39	Two New Secondary Clarifiers (2B and 3B)		\$1,885,000
40	Excavation	\$170,000	
41	Concrete	\$750,000	
42	Yard Piping	\$120,000	
43	Equipment, Baffles, Weirs	\$430,000	
44	Installation	\$200,000	
45	Miscellaneous Metals	\$75,000	
46	Electrical	\$140,000	
47			
48	General Site Demolition		\$150,000
49			
50	Yard Piping (Process and Air)		\$200,000
51			
52	General Site Electrical Upgrades (see estimate from Southeastern)		\$4,262,000
53			
54	SCADA Systems		\$250,000
55			
56	Site Restoration		\$75,000
57			
58	Contractor's Overhead and Profit (10.0%)		\$1,220,000
59			
60	Construction Subtotal		\$13,422,000
61			
62	Contingencies and Engineering (budget amount)	25%	\$3,360,000
63			
64	TOTAL PROJECT BUDGET		\$16,782,000
65			
66			
67	Estimated Annual Energy Savings	\$183,600	
68	Estimated Annual Maintenance Savings	\$40,000	
69	TOTAL	<u>\$223,600</u>	
70			
71	Capital Cost Amortized by Savings		\$3,505,000 (20-yr, 1.38%)
72			
73			

**CITY OF ALBEMARLE
LONG CREEK WWTP**

UPGRADES TO IMPROVE RELIABILITY AND REDUNDANCY

Preliminary Cost Estimate

This estimate covers general upgrades that are recommended at the Long Creek WWTP to improve operations. The major components are Years 2-6 of the recommended electrical upgrades from the 2013 Southeastern Consulting Engineers' plan. The scope is intended to improve reliability and redundancy based on modern standards; it is not targeted at improving the biological treatment process.

1			
2	Aeration Basin Cleaning		\$685,000
3	Sludge disposal	\$600,000	
4	Concrete repairs	\$75,000	
5	Electrical repairs	\$10,000	
6			
7	B-Station Modifications		\$310,000
8	Bypass pumping	\$35,000	
9	Excavation	\$25,000	
10	Concrete	\$180,000	
11	Gates / Weirs	\$40,000	
12	Miscellaneous Metals	\$30,000	
13			
14	Yard Piping		\$100,000
15			
16	General Site Electrical Upgrades (from 2013 plan)		\$7,179,000
17	Year 2	\$941,000	
18	Year 3	\$1,176,000	
19	Year 4	\$2,579,000	
20	Year 5	\$1,804,000	
21	Year 6	\$679,000	
22			
23	SCADA Systems		\$350,000
24			
25	Site Restoration		\$75,000
26			
27	Contractor's Overhead and Profit (11.0%)		\$957,000
28			
29	Construction Subtotal		\$9,656,000
30			
31	Contingencies and Engineering (budget amount)	25%	\$2,414,000
32			
33	TOTAL PROJECT BUDGET		\$12,070,000
34			
35			

Print

Title – Update on Census 2020

Description:

Jay Voyles is the City's Census Coordinator and will provide an update.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> 2020-census_operational-adjustments-long_version.pdf	Updated Census timeline

APPROVALS:

Date/Time:	Approval:	Department:	

2020 Census Operational Adjustments Due to COVID-19

The 2020 Census is underway and more households across America are responding every day. Online, phone, and mailed self-responses will continue throughout the data collection process. In light of the COVID-19 outbreak, the U.S. Census Bureau is adjusting 2020 Census operations in order to:

- Protect the health and safety of the American public and Census Bureau employees.
- Implement guidance from federal, state, and local authorities regarding COVID-19.
- Ensure a complete and accurate count of all communities.

Under the adjusted 2020 Census operational plan, field activities would resume after June 1, 2020, as area census offices begin returning to full staff capacity. **In-person activities, including enumeration, office work, and processing activities, will incorporate the most current guidance from authorities to ensure the health and safety of staff and the public.**

Activity/Operation	Original Schedule	NEW SCHEDULE
Self-Response Phase Online, phone, and mailed self-responses continue throughout the data collection process.	March 12–July 31	March 12–October 31
Group Quarters (e-Response and Paper Enumeration) Many group quarters have already begun responding through our e-response enumeration option.	April 2–June 5	April 2–September 3
Remote Alaska Early operation to reach parts of Alaska that may be difficult to reach later in the year and whose populations depart for other activities. The operation will be mostly completed on the original planned schedule, though some areas with year-round populations will be enumerated when it is safe to do so.	January 21–April 30	Tentatively January 21–June 19, but may need further review and coordination

Connect with us
[@uscensusbureau](#)

For more information:
[2020CENSUS.GOV](#)

D-FS-GP-EN-022 April 13, 2020

Shape
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Census
2020

Activity/Operation	Original Schedule	NEW SCHEDULE
<p>Field Offices at Peak Operations</p> <p>Managers and staff commence administrative, training, deployment, and support activities for peak data collection operations. This includes selecting and hiring field staff.</p>	March 1	June 1
<p>Update Leave—Stateside</p> <p>Census takers drop off invitations to respond and paper questionnaires at the front doors of 5 million households stateside while updating the addresses.</p>	March 15–April 17	June 13 –July 9
<p>Update Leave—Puerto Rico</p> <p>Update Leave Operation for the Commonwealth of Puerto Rico, approximately 1.7 million households, will be coordinated separately.</p>	March 15–April 17	Needs further review and coordination with outside partners and stakeholders.
<p>Update Enumerate</p> <p>Census takers interview about 2,000 households in remote parts of northern Maine and southeast Alaska.</p>	March 16–April 30	June 14–July 29
<p>Nonresponse Followup (NRFU)</p> <p>Census takers will interview households in person.</p>	May 13–July 31	August 11–October 31
<p>In-Person Group Quarters Enumeration</p> <p>Group quarters that remain a part of our in-person group quarters enumeration efforts will begin in July.</p>	April 2–June 5	July 1– September 3
<p>Service Based Enumeration</p> <p>We’re working with service providers at soup kitchens, shelters, and regularly scheduled food vans to count the people they serve.</p>	March 30–April 1	Needs further review and coordination with outside partners and stakeholders.
<p>Mobile Questionnaire Assistance</p> <p>Census Bureau staff assists people with responding online at places people gather (events, grocery stores, etc.).</p>	March 30–July 31	Needs further review and coordination with outside partners and stakeholders.

Activity/Operation	Original Schedule	NEW SCHEDULE
<p>Count of People Experiencing Homelessness Outdoors</p> <p>Census takers count people under bridges, in parks, in all-night businesses, etc.</p>	April 1	Needs further review and coordination with outside partners and stakeholders.
<p>Enumeration of Transitory Locations</p> <p>Census takers count people staying at campgrounds, RV parks, marinas, and hotels if they do not usually live elsewhere.</p>	April 9–May 4	Tentatively September 3–September 28, but may need further review and coordination.
<p>Process Apportionment Counts</p> <p>After collection activities are complete, Census Bureau experts run and review output from programs to unduplicate responses, determine final housing unit status, populate any missing housing unit data on household size, and finalize the universe to be included in the apportionment count file.</p>	July 31, 2020–December 31, 2020	October 31, 2020–April 30, 2021
<p>Process Redistricting Data</p> <p>Census Bureau experts run and review programs to populate any missing demographic data for each household, run differential privacy programs to ensure confidentiality, and run tabulation programs for each state delivery.</p>	January 1, 2021–March 30, 2021	May 1, 2021–July 31, 2021
<p>Deliver Apportionment Counts to the President</p> <p>By law, the Census Bureau will deliver each state’s population total, which determines its number of seats in the U.S. House of Representatives.</p>	By December 31	Deliver by April 30, 2021
<p>President Delivers Apportionment Counts to Congress</p>	Within 7 days of start of legislative session or approximately 10–20 days after receipt.	Within 14 days of receipt.
<p>Deliver Redistricting Counts to States</p> <p>By law, the Census Bureau will deliver the local counts each state needs to complete legislative redistricting.</p>	By April 1, 2021	Deliver by July 31, 2021

Print

Title – Update on City's Fire Rating

Description:

The City's Fire Department was recently reviewed for insurance rating purposes by the NC Department of Insurance, Office of State Fire Marshal. I am pleased to report that the City has improved its rating from a 4 to a 3. Chief Brewton will provide comments regarding this accomplishment.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Albemarle_Survey_Letter_(Fire_Rating).pdf	Survey Letter

APPROVALS:

Date/Time:	Approval:	Department:	
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RATINGS AND INSPECTIONS

Tel 919.647.0000 Fax 919.715.0063

MIKE CAUSEY, INSURANCE COMMISSIONER & STATE FIRE MARSHAL
BRIAN TAYLOR, CHIEF STATE FIRE MARSHAL

May 19, 2020

Michael J Ferris
Town Manager
PO Box 190
Albemarle, NC 28002

Re: Albemarle Fire District

Dear Michael J Ferris:

We wish to thank you, Chief Brewton, and others for the cooperation given to our representative during our recent survey. We have completed our evaluation of the fire insurance classification for Albemarle Fire District and advise that the protection class is a 3.

Formerly class 4 applied. Rates on dwellings (including those insured under Homeowners Policies) are established by the North Carolina Rate Bureau. We are advising them of the change. The rate change will be effective on Tuesday, September 1, 2020.

The purpose of our visit was to gather information needed to determine a fire insurance classification, which may be used in the calculations of property insurance premiums. This survey was not conducted for property loss prevention or life safety purposes, and no life safety or property loss prevention recommendations will be made.

Class 3 applies to properties with a fire flow of 3500 gpm or less. The private and public protection at properties with larger needed fire flows are individually evaluated, and may vary from the 3 Classification.

We are attaching a copy of our Grading Sheet and the results of the hydrant flow tests witnessed during our survey.

If you have any questions concerning the new classification, or the resulting change in fire insurance rates, please let us know.

Sincerely yours,

A handwritten signature in black ink that reads "Davie W Summey". The signature is written in a cursive, flowing style.

Davie Summey
Supervisor of Inspections

DS/sl

Enclosure

Cc: T Pierre Brewton, Fire Chief

Print

Title – April 2020 Departmental Monthly Reports

Description:

Attached are the departmental monthly reports for April 2020.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> ALL_Depts_April_2020_reports.pdf	April 2020 Monthly Departmental Reports

APPROVALS:

Date/Time:	Approval:	Department:	



COVID-19

The COVID-19 Pandemic continues; however, much progress has been made. Our manufacturing companies are still operating. Several larger retailers have stayed open and some that closed are reopening. Small retailers are trying to figure out what they can do. Some smaller restaurants have closed but others are open. Those that have lower overhead can sustain operations by providing take out, and the servers can survive on unemployment. The good news is that we are understanding the virus better. To help the economy reopen, we must maintain social distancing and test for and track the disease. If we contract it, we have to stay at home until we test negative. We can start rebuilding the economy. Our hope is that COVID-19 is kept under control until medical scientists can develop better therapies and the vaccine that will counteract this microscopic enemy.

The Mayor, Michael Ferris, Nyki Hardy, the management team, and City staff are doing their part to facilitate the City working through COVID-19. While COVID-19 will have an impact, the City of Albemarle is showing its resilience.

Prospects

- Worked with a prospect that was looking for a facility to make apparel for the military.
- We are continuing to work with Retail Strategies to attract new retail to Albemarle. They are keeping an eye on available retail properties and working with us to inform interested retailers about how they can find opportunities in Albemarle.
- Still working with two prospects continuing to look at downtown for entertainment related businesses.
- We also still have a prospect wanting to build a senior living facility in Albemarle. We will continue to seek opportunities for this.
- Generally speaking, COVID-19 has created uncertainty, yet it seems that opportunities for a growth in manufacturing and transportation will take place to ensure a dependable supply chain of essential products and services for America's safety. Albemarle, North Carolina, and our region is well positioned to facilitate this.

Existing Business/Industry including newly attracted businesses and industries

- The City and the County have incentivized a local expansion of an industry.

- Continue to advise local industries and businesses of their status as essential businesses and industries.

Albemarle Business Center

- Ready to begin implementing plans to develop the Albemarle Business Center.
- Working with a local industry to find an opportunity for growth in the Albemarle Business Center.
- Completed lease agreement for farming at the ABC

Downtown

- Working on project to provide an evaluation of downtown buildings
- Joy continues to maintain the operation of the Main Street program and volunteer activity of the ADDC in the midst of the COVID-19 shutdown. She has successfully opened the Farmers Market and set up a system for social distancing. She has effectively used teleconferencing to hold ADDC Board meetings and committee meetings.

Pfeiffer University Health Sciences Center

- Construction is continuing on the Pfeiffer's new Health Sciences Building. They are putting the final façade on the fourth floor and windows and doors on the ground level. They are working every day of the week to complete this project on time. Retaining walls have been put in place. Pfeiffer was able to successfully transfer its programs to the internet. They are open and complying with the Governor's stay-at-home orders on campus if students choose. Their intent is to continue operations on their campuses as the COVID-19 pandemic is resolved.

Other Activities

- Working on developing a Revolving Loan Program.
- Working on information for the Build Grant.
- Continued to participate in webinars to keep abreast of the COVID-19 Pandemic from the perspective of how our local economy will be able to recover.
- News and conversations with local industries indicate that, assuming technology allows the world to effectively control COVID-19, the comeback of the economy will occur and critical industries will be brought back into the United States which should bode well for US industries and their suppliers.

Main Street Manager's Report for Albemarle City Council
April 2020 Activities

During the month of April, I mostly worked from home, coming into the office as needed. Work from home largely consists of keeping emails and social media updated, as well as keeping our Downtown businesses updated on any news that affects them. Last month's Board of Director and committee meetings were held through Zoom, as will May's meetings.

Events:

- **Outdoorsman's Bonanza:** Will host a wrap-up meeting with event committee on Wed. May 13th.
- **Farmer's Market:** opened April 18th with social distancing guidelines. Attendance is steady but not overwhelming to the point that we need to execute further restrictions at the market, such as controlling the front entrance.
- **Pfeiffer Homecoming:** Had a phone conversation with Tonya Judge from Pfeiffer about working towards an event in Downtown during homecoming during the weekend of September 25-26.

ADDC Owned Properties:

Market Station: No rentals for May. One cancelled, the other postponed until October.

Courthouse Square: Working with Public Utilities to diagnose leak at the fountain to determine whether or not it can be fixed by city staff, or if we will need to hire an outside contractor.

Main Street Manager's work with ADDC and City Committees:

Committees met online through Zoom in April. Please see below for updates.

Design: Will meet tomorrow afternoon on Zoom for our monthly meeting. Will discuss plan of work for 2020-21 and reschedule library sculpture painting. Planted summer flowers with volunteers on Monday, May 4th.

Economic Vitality: Will meet May 20th online. COA Economic Development Director Mark Donham is exploring options to gather data on vacant buildings within the MSD in order to better market these to perspective businesses.

Downtown Vitality Committee: Subcommittee for alleyway improvement project is moving forward to pick up on the ADDC Design Committee's improvements from 2018. Currently, Public Works is inspecting the electricity in the alleyway and in adjacent businesses to see how to best install string lighting.

Special Events Committee: Met with city's Special Events Committee online April 15th. Working towards planning events for Fall 2020.

CITY OF ALBEMARLE

Financial Analysis

April 2020

Budget vs. Actual Revenues and Expenditures

Fund	Budget Appropriation	YTD Revenues	Percent Collected	YTD Expenditures & Encumbrances	Percent Expended	Net Increase (Decrease) Revenues over Expenditures	Percent Increase (Decrease)
General	17,455,761	14,117,103	80.9%	13,100,351	75.0%	1,016,752	5.8%
Powell Bill	613,900	516,849	84.2%	235,091	38.3%	281,757	45.9%
Water & Sewer	10,681,069	8,592,673	80.4%	8,780,597	82.2%	(187,924)	-1.8%
Electric	32,584,146	30,118,825	92.4%	25,990,058	79.8%	4,128,767	12.7%
Landfill	3,113,881	2,645,235	84.9%	2,520,970	81.0%	124,265	4.0%
Public Housing	1,480,475	1,125,675	76.0%	1,085,553	73.3%	40,122	2.7%
Section 8	1,519,500	1,199,907	79.0%	1,164,997	76.7%	34,911	2.3%
Self Insurance Fund	3,599,300	2,470,824	68.6%	2,521,605	70.1%	(50,781)	-1.4%
Total	71,048,032	60,787,091	85.6%	55,399,222	78.0%	5,387,869	7.6%

Note: April is the 10th month of the fiscal year, and equates to 83.33% of the fiscal year. However, the above information does not reflect all of the revenues and/or expenditures due to the delay of information being received from outside agencies.

Cash and Investments All Funds **35,292,421**

Investment Earnings

Budget
 Appropriation 301,300
 YTD Earnings 299,521
 Percentage Collected **99.4%**

Tax Levy

3/31/2020 **MSD**

2018 Tax Levy 6,718,450 47,326
 YTD Collections 6,474,284 45,148
 Percentage Collected **96.37%** 95.40%

Utility Revenue/**Billing** 33,907,625 **
 Utility Bad Debt Expense 19,508
 Percentage of bad debt 0.058%

Debt set off **\$19,904**

fiscal year to date

**last month erroneously included the NCMPA rebate in the revenue billing line

Albemarle Fire Department

Albemarle, NC

This report was generated on 5/6/2020 12:18:50 PM



Incident Statistics

Start Date: 04/01/2020 | End Date: 04/30/2020

YTD Budget Information:

Beginning \$4,038,253 Available \$1,175,81 Percent Used %70.9

INCIDENT COUNT			
INCIDENT TYPE		# INCIDENTS	
EMS		29	
FIRE		57	
TOTAL		86	
TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			
PRE-INCIDENT VALUE		LOSSES	
\$2,867,619.00		\$32,042.00	
CO CHECKS			
736 - CO detector activation due to malfunction		2	
TOTAL		2	
MUTUAL AID			
Aid Type		Total	
Aid Given		4	
Aid Received		10	
OVERLAPPING CALLS			
# OVERLAPPING		% OVERLAPPING	
23		26.74	
LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS	FIRE	
Albemarle Fire Station 11	0:03:04	0:04:24	
Albemarle Fire Station 12	0:04:54	0:04:38	
Albemarle Fire Station 13	0:04:38	0:04:24	
AVERAGE FOR ALL CALLS		0:04:23	
LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS	FIRE	
Albemarle Fire Station 11	0:01:07	0:01:23	
Albemarle Fire Station 12	0:01:07	0:01:36	
Albemarle Fire Station 13	0:01:29	0:00:52	
AVERAGE FOR ALL CALLS		0:01:26	
AGENCY		AVERAGE TIME ON SCENE (MM:SS)	
Albemarle Fire Department		35:51	

Only Reviewed Incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.

HUMAN RESOURCES DEPARTMENT

Monthly Activity Report
April 2020

Job Postings/Applications Rec'd

	Job	Closing Date	Apps
1	Asst PU Director	Open	53
2	Concrete Finisher/Mason	Open	4
3	Planning Specialist	Open	23
4	Equipment Operator	4/6	8
5	Lifeguard	4/16	1
6	Outdoor Rec Asst	4/16	4
7	Summer Camp Counselor	4/16	6
8	Police Officer I	Open	26
9	Customer Service Rep (INTERNAL)	Open	3
	Total		128

New Hires

	Name	Position	Dept	Status	Date
1	Mark Rowles	Equipment Operator I	PW	FT	4/20

Job Changes

	Name	Position	Dept	Status	Date
1	Adam Torres	Police Officer III to School Resource Officer	PU	FT	4/5
2	Timothy Peck	Police Officer I to Police Officer II	PD	FT	4/19
3	Jonathan Lowder	Police Officer III to School Resource Officer	PD	FT	4/19
4	Justin Kimrey	Interim Fire Eng to FFIII	FD	FT	4/19
5	Danny Harrington	Interim Fire Captain to Fire Engineer	FD	FT	4/19

Terminations

	Name	Position	Dept	Status	Date
1	Garry Lewis	Interim Public Housing Director	PH	FR	4/1
2	Christine Cote	Police Detective III	PD	FR	4/1
3	Jessica Peck	Customer Service Representative	F	FR	4/30

Payroll Summary

Full-Time - 266
 Part-Time Regular - 6
 Part-Time Temp - 11
 Elected - 8
 Appointed - 9
TOTAL – 300

Personnel Actions Processed – 32

Benefit Summary

<i>Program</i>	<i># of Participants</i>	<i>% FT Emp Participation</i>
<u>BCBS Group Medical Insurance</u>		
Active Employees	266	100%
Council Members	4	
Retirees	41	
Separation Allowance	12	
Guardian Dental Insurance	201	77%
CEC Vision	157	58%
<u>401K</u>	174	65%
<u>Deferred Comp Plan (457)</u>	90	34%
Lincoln (Term Life Insurance)	272	100%
Credit Union	28	11%
<u>Colonial Insurance (Optional)</u>		
Pre-tax	154	56%
Post-tax	168	61%
<u>Flexible Benefits Management</u>		
<u>(Medical Reimbursement)</u>	45	17%
<u>(Dependent Care)</u>	1	
Legal Shield	6	3%

Safety Statistics – 2 employee incidents reported in April.

Department	Safety Inspections Completed	Safety Committee Reports
Public Utilities	5	2
Public Works	5	5
Fire Dept.	3	3
Police Dept.	5	5

Items of Note:

- 1) During the April 20 Council Meeting, Council approved OneDigital as the City's benefits broker. Since that time, we have been reviewing historical claims and confirmed that our broker's forecast aligns with the City Manager's forecasted budget for health claims for the 2020/2021 fiscal year. Accumulated reserves are appropriate and should be able to cover unforeseen expenses we may experience as a result of COVID19.
- 2) The City's Management Team reviewed the revised Personnel Policy on 4/9. The City's Employee Action Group provided input during the week of 4/21. It would be ideal to schedule a Council Workshop in June to review the revised policy document.

P | 704.984.9400
F | 704.984.9406



www.albemarlenc.gov
PO Box 190
144 North Second Street
Albemarle, NC 28002-0190

Information Systems Department

NO MONTHLY REPORT FOR APRIL 2020

PROGRAM REPORT

Athletics	Classification	Participants **
Special Programs		
Meetings		
Community Groups		
EE Waddell Center		
Walking Trail	PARK	0
Open Gym	BLDG	0
Weight Room	BLDG	0
Rentals		
EEWC (0)		
Parks (0)		
Niven (0)		
PROG--TOTAL PROGRAM CONTACTS <i>(Estimated turnstile numbers of citizens involved in P&R programs)</i>		0
BLDG--TOTAL BUILDING CONTACTS <i>(Estimated turnstile numbers of center users not involved in programs: Meetings, Community Groups, Open Gym, etc.)</i>		0
PARK--TOTAL PARK CONTACTS <i>(Estimated turnstile numbers of park users not involved in programs: Walkers, Fishing, Disc Golf, Non-reserved picnickers, etc.)</i>		0
OTH--TOTAL OTHER <i>(Off-site meetings, special events, other unclassified)</i>		0
TOTAL		0

****Participation figures are computed on a "turnstile" basis. For example, if one participant takes part in 8 event meetings, he/she is counted 8 times..**

BUDGET REPORT:

Revenue: \$ 217.

The Parks and Recreation Department collected during the month, broken down as follows:

<u>Revenue Item</u>	<u>Amount</u>	<u>Description</u>
Program Fees	\$ 0.	Regular Programs
Building Rentals	\$ 0.	Waddell and Niven Center Facility Rentals
Park Rentals	\$ 100.	Picnic Shelter and Athletic Field Rentals
Special Events	\$ 100.	
Contributions and Donations	\$ 0.	
Senior Games Sponsors	\$ 17.	Sponsorships
Tournament/Fundraising	\$ 0.	Flag Football tournament
Concessions	\$ 0.	
Admission Pools	\$ 0.	
CTC Rental	\$ 0	

Expenses: FY 2019-20**(as of 5/7/2020)**

	<u>Starting</u>	<u>Expended</u>	<u>Encumbered</u>	<u>Remaining</u>	<u>% Expended</u>
Recreation Budget	\$789,720	\$611,348.	\$4,500.	\$173,871.	78.0%
Parks Budget	\$1,105,928	\$823,423.	\$31,613.	\$250,891.	77.3%

Central Auditorium

Rentals/Performances	Dates	Attendance	Revenue
Bryan Saint – Magician/Illusionist*	April 4	Magic/Illusion	
Upcoming Rentals/Programs	Dates	Type of Performance	
LIFT Team Players	April 24 – 25	Play	Cancelled
Stanly County Partnership for Children	April 26	Play	Cancelled
Music on Main	May 2 - 3	Musical Concert	Cancelled
Talent Company	May 4 – 10	Play	Cancelled
Music on Main	May 15	Musical Concert	Cancelled
Albemarle Academy of Dance	May 16-17, 30, June 6, 7	Dance Performance	Cancelled
Stanly County Senior Center*	June 8	Musical Concert—Stanly Arts Council Grant	Cancelled

* Albemarle Parks & Recreation sponsored program

Monthly Operational Costs

	February	March	April
<i>Rent</i>	\$1000.	\$1000.	\$1000.
<i>Utilities</i>	282.	\$126	\$79
<i>Insurance</i>	\$11	\$11	\$11
<i>Total Operational Costs</i>	\$1293	\$1293	\$1090

Monthly Revenues

	February	March	April
<i>Revenue</i>	\$2512	\$200	\$0

Expenses: FY 2019-20**(as of 3/9/2020)**

	<u>Starting</u>	<u>Expended</u>	<u>Encumbered</u>	<u>Remaining</u>	<u>% Expended</u>
Central Auditorium	\$30,660	\$19,892.	\$1875.	\$8,892	71.0%

PROJECT REPORTS:**Departmental Project Summary Reports**

Project Name / Title:	Roger F. Snyder Greenway Project
Department / Division:	Parks and Recreation
Prepared By:	Lisa Kiser
Project Budget:	Varies by phase and scope
Anticipated Completion Date:	Ongoing

Project Description: Briefly describe the project and benefits.

Development of pedestrian paths that will connect parks, schools, downtown, and neighborhoods throughout Albemarle.

Project Status: Briefly describe the current status of the project.

Greenway Commission has recommended to wait on moving forward with northern trail construction until NSRR status is clear. COA staff from P&R, Admin, PW, and Planning are working to develop walking routes through downtown.

Recent Progress: Briefly describe recent progress or activities on project.

Working with Planning Department to identify parcels and easements where Greenway can be expanded. Downtown walking routes have been established. Gathering quotes for inset sidewalk markers as wayfinding and a kiosk for maps and information related to the new walking routes. Presentation to City Council about walking routes. Sidewalk medallions have been received. All sidewalk repairs and curb cuts have been installed. All routes have been marked. Kiosk has been completed with concrete pad and benches.

Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.

Prepare maps of routes; plan grand opening of walking routes.

Project Name / Title:	Don Montgomery Park Repairs
Department / Division:	Parks and Recreation
Prepared By:	Lisa Kiser
Project Budget:	\$500,000 (funding reimbursement from FEMA)
Anticipated Completion Date:	9/1/2020

Project Description: Briefly describe the project and benefits.

Rebuild Don Montgomery Park baseball field and park due to damage from Hurricane Florence.

Project Status: Briefly describe the current status of the project.

Grading of the field took place January 28 and 29th. Irrigation is in process of being installed. Waiting to receive quotes on fencing. Replacement equipment has been ordered and delivered. Waiting on dry ground to begin work at Optimist Field.

Recent Progress: Briefly describe recent progress or activities on project.

Dirt for DM and Opt delivered; staff have been working to spread the dirt on the fields; fencing has been installed. Babe Ruth League will play at Don Montgomery Park this summer.

Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.

Backstop netting; batting cages to be repaired/ordered

Project Name / Title:	EE Waddell Center HVAC Installation
Department / Division:	Parks and Recreation
Prepared By:	Lisa Kiser
Project Budget:	\$100,000
Anticipated Completion Date:	6/15/2020
Project Description: Briefly describe the project and benefits.	
Install HVAC system at EE Waddell Center Gymnasium to provide climate control during the summer.	
Project Status: Briefly describe the current status of the project.	
Have met with mechanical engineering firm. Waiting on a proposal for a design build project. Engineering firm will work as a construction manager in charge. They will design the unit and bid out the build and installation of the unit.	
Recent Progress: Briefly describe recent progress or activities on project.	
Met with mechanical engineering firm. Waiting on proposal. Received proposal. Attorney is looking over contract. Held pre-design meeting with Miles-McClellan. Schematic design is completed. Full design plans have been submitted for review. Construction informal bids went out on 3/3/2020.	
Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.	
Waiting for an updated time line for construction; upgrade electric system from single phase to three phase.	

Project Name / Title:	EE Waddell Center Parking Lot Improvements
Department / Division:	Parks and Recreation
Prepared By:	Lisa Kiser
Project Budget:	\$50,000
Anticipated Completion Date:	6/1/2020
Project Description: Briefly describe the project and benefits.	
Improve parking lot by gymnasium at EE Waddell Center. Add additional parking off McLaughlin St at EE Waddell Center	
Project Status: Briefly describe the current status of the project.	
This project will be a partnerships between City of Albemarle and Stanly Community College. SCC Heavy Equipment Operator program will be performing the grading. Public Works will assist with paving.	
Recent Progress: Briefly describe recent progress or activities on project.	
Met with city staff and SCC staff on site. Have a site plan ready. MOU is signed by both Boards. SCC Heavy Equipment Operator program students will begin grading on 2/12/2020..	
Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.	
Pave area by the gym. The area on McLaughlin St will not be completed this FY due to SCC not being able to finish the work.	

Planning and Development Services Monthly Report

April 2020

<u>Monthly Meetings</u>	<u>Dates Attended</u>
City Council	4/06/20 *via call-in
Planning & Zoning Board	No meeting due to COVID-19
Historic Resources Commission	No meeting due to COVID-19
Development Review	No meeting due to COVID-19
Other:	*research on CUPs

<u>Permits</u>	<u>Number</u>	<u>Enforcement</u>	<u>Number</u>
Driveway	2	Min. Housing Initiated	0
Sign	1	Min. Housing Resolved	0
Coordination Forms	31	Min. Housing re-inspections	24
Power Transfers	2	Sign Violations	1
Addresses Assigned	61	Sign Removal in ROW	80
Zoning Verification	0	Nuisance Initiated	44
Floodplain	1	Nuisance Abated	6
COA	1	City Abatement	
<u>Inquiries</u>	<u>Number</u>	Zoning Cases Initiated	1
Zoning	46	Zoning Cases Resolved	0
Development	23	Litigation	0
Nuisance	18	<u>Development</u>	<u>Development</u>
Subdivision	9	Plans Submitted	3
Floodplain	8	Plans Approved	0
Watershed	5	Erosion Control Inspections	8
Historic District	14	Zoning Site Inspections	
General Inquiries	27 (5 addressing)	Maps Created	5
Signs	13	Subdivision Review	4
Notes:	*limited cases initiated due to COVID-19		



ALBEMARLE

NORTH CAROLINA

Water. Air. Land. Opportunity.

POLICE DEPARTMENT



APRIL 2020



Atrium Health



SUPPORT FOR WORKERS ON THE FRONT LINE OF COVID-19

Members of the Albemarle Police Department were among many first responders on Wednesday, April 23rd, 2020, as they flashed their lights and sounded their sirens as they passed Atrium Health Stanly. The purpose was to recognize Healthcare Workers for the sacrifice they give every day. Workers went outside and cheered as the parade circled the hospital.

Sometimes just being seen can go a long way in helping bolster someone's spirits. Knowing you recognize their sacrifice and care enough to thank them could give an exhausted nurse in your life the strength to face another shift.

Happy Birthday



BIRTHDAY DRIVE-BY PARADE

Drive-by birthday parades are becoming more prevalent during the "Stay Home, Stay Safe" executive order. And the Albemarle Police Department and the Albemarle Fire wants to make sure children can still have a special celebration from a safe distance.



6,255

APRIL DROP BOX TOTALS

6,255 grams (13.8 pounds) of unused, unwanted prescription medication were collected at the Albemarle Police Department for the month of April.

33,301

2020 DROP BOX TOTALS

A total of 33,301 grams (73.4 pounds) of prescription medication were collected for the year 2020.

PROJECT LAZARUS



ALBEMARLE POLICE DEPARTMENT ACTIVITY REPORT

APRIL 2020

	CURRENT MONTH	SAME MONTH LAST YEAR	LAST YEAR TO DATE	TOTAL YTD	LAST YEAR vs THIS YEAR	
GENERAL	CALLS FOR SERVICE	1503	1713	6214	6328	1.83%
	BUSINESS CONTACTS / SURVEYS	148	292	940	750	-20.21%
	NUMBER OF BUSINESSES FOUND UNLOCKED	2	2	13	12	-7.69%
	HAZARDS REPORTED	0	1	5	21	320.00%
	COMMITMENTS	44	46	168	153	-8.93%
	ESCORTS	61	56	218	291	33.49%
	FUNERAL PROCESSIONS LED	3	19	72	46	-36.11%
	ALARMS (10-46)	115	127	461	411	-10.85%
	EMS RESPONSES	62	224	756	520	-31.22%
	SPECIAL DETAILES / PROGRAMS	172	137	471	703	49.26%
	BUSINESS CHECKS / INSPECTIONS	777	577	2990	2569	-14.08%
	HOUSE CHECKS	61	38	203	361	77.83%
	DOMESTIC VIOLENCE RESPONSE (COUNT AS INITIAL DISPATCH ALSO)	12	10	54	51	-5.56%
MISCELLANEOUS...INCLUDING ALL OF THE ABOVE LISTING	948	937	3083	2720	-11.77%	
HOURS	NUMBER OF INTOXILYZER EXAMINATIONS	1	5	11	16	45.45%
	TRAINING: HOURS IN CLASSROOM OR FIELD, INCLUDING TEACHING	278.0	329.3	2000.4	1504.1	-24.81%
	COURT: ON-DUTY AND/OR OFF-DUTY HOURS	0.0	19.0	158.3	186.0	17.54%
	SURVEILLANCE HOURS	156.0	34.5	179.5	419.0	133.43%
CRIMINAL	INCIDENT REPORTS	242	321	1216	1109	-8.80%
	FIELD INTERVIEWS / WITNESS STATEMENTS	432	263	706	1614	128.61%
	CASE CONTACTS	129	152	522	612	17.24%
	WARRANTS ISSUED (COUNT TOTAL CHARGES MADE)	62	56	382	267	-30.10%
	FELONY ON VIEW ARRESTS	18	36	153	95	-37.91%
	FELONY WARRANTS SERVED	35	76	172	153	-11.05%
	MISDEMEANOR ON VIEW ARRESTS	50	84	370	288	-22.16%
	MISDEMEANOR WARRANTS SERVED	48	161	462	303	-34.42%
	ASSISTS ON ARRESTS	84	95	408	421	3.19%
	SUBPOENAS AND NOTICE OF HEARINGS SERVED	29	48	230	156	-32.17%
	AMOUNT OF STOLEN PROPERTY RECOVERED (DOLLARS)	\$12,822	\$4,610	\$64,269	\$37,657	-41.41%
	ORIGINAL JUVENILE INVESTIGATIONS	1	0	2	7	250.00%
	JUVENILE CONTACTS	0	7	14	8	-42.86%
JUVENILE CASES CLOSED WITH NO PROSECUTION	0	2	2	0	-100.00%	
JUVENILE CASES CLOSED WITH PETITION	0	1	6	4	-33.33%	
SEIZURES	MARIJUANA (grams)	43.0	4981.2	6117.2	343.8	-94.38%
	COCAINE (grams)	39.0	20.0	308.1	130.7	-57.59%
	PILLS (DU)	60.0	157.0	542.0	174.0	-67.90%
	HEROIN	62.0	101.5	178.7	72.7	-59.32%
	METHAMPHETAMINE		*N/A	*N/A	36.7	#VALUE!
	OTHER DRUGS	0.0	610.0	873.7	4.5	-99.48%
	FIREARMS	4	13	29	39	34.48%
	MONEY	\$4,544	\$15,008	\$45,172	\$113,097	150.37%
	VEHICLES	0	1	14	7	-50.00%
	SEARCHES	PERSONS	151	196	859	680
VEHICLES	65	107	470	267	-43.19%	
STRUCTURES	32	12	94	129	37.23%	
K-9 USAGES	2	2	13	14	7.69%	
TRAFFIC	TRAFFIC STOPS	183	426	1586	920	-41.99%
	DRIVING WHILE IMPAIRED	2	8	22	26	18.18%
	SPEEDING	8	42	94	50	-46.81%
	SEATBELT VIOLATIONS	8	12	35	20	-42.86%
	CHILD RESTRAINT VIOLATIONS	6	2	11	13	18.18%
	NOL AND DWLR	63	124	494	254	-48.58%
	RECKLESS DRIVING	6	*N/A	*N/A	14	#VALUE!
	ALL OTHER CITATIONS	87	228	1013	454	-55.18%
	WARNING TICKETS ISSUED	3	17	68	22	-67.65%
	CHECKING STATIONS	0	11	28	12	-57.14%
	PARKING VIOLATIONS / CIVIL PENALTIES ISSUED	0	1	7	130	1757.14%
	MOTOR VEHICLE ACCIDENTS WORKED	55	88	360	294	-18.33%
	ASSISTS IN ALL TRAFFIC ACTIVITIES	199	230	898	793	-11.69%

*Not counted in 2019

CITY OF ALBEMARLE
 Department Of Public Housing
 PO Drawer 1367
 300 South Bell Ave
 Albemarle, North Carolina
 28002

**SECTION 8 MONTHLY REPORT
 April 2020**

Section 8 Housing Choice Voucher Clients.....	236
New Issued Vouchers.....	0
New Families admitted on Voucher Program	0
Request for Tenancy Approval (Initial Inspections).....	4
Portability move-in non-billable	0
Portability move-in billable	1
Portability move-out non billable	0
Portability move-out billable	0
Open Active Vouchers	8
Port Transfers.....	1
Application updates	2
Voucher Briefing	0
Transfer Briefing.....	0
Section 8 Applications.....	0
Annual Reexaminations	5
HAP Billable Portability.....	\$ 181.00
Total.....	\$ 181.00
Admin Fees.....	\$ 46.26
HAP Disbursements / HAP Payments	\$ 101,453.00
Accounts Receivable.....	\$ 181.00
Total.....	\$ 101,634.00
Total Outstanding Vouchers	8

April 30, 2020 Report Log

Erica Carter
Occupancy Specialist

Vacancy Report April 30, 2020

Amhurst Gardens
7

Elizabeth Heights
1

Occupancy Report for period April 30, 2020

Number of apartments leased for the month	1
Number of transfers completed	1
Number of applicants on waiting list revised 4/2020	336
Number of interviews	4
Number of applications taken for Public Housing	0
Number of updates	0
Interim Rent Adjustments completed in <u>April 30, 2020</u>	5
Number of conferences:	3
Lease Briefing attendees	1
Lease Briefing invites	1
Reexaminations	72
<u>Home visits April 30, 2020</u>	<u>3</u>



**PUBLIC UTILITIES
MONTHLY REPORT
APRIL 2020**

UTILITY REVENUES

<i>Utility Bill Collection Items</i>	<i>March</i>	<i>April</i>
<i>Total Electric Revenue</i>	\$2,581,453.83	\$2,364,242.02
<i>Total Water & Sewer Revenue</i>	\$790,534.06	\$857,884.10
<i>Solid Waste Disposal Fee</i>	\$29,396.40	\$29,260.00
<i>Solid Waste Collection Fee</i>	\$100,911.66	\$100,475.42

ELECTRIC DIVISION

<i>Item</i>	<i>Number</i>
<i>New MVL/Floodlights Installed</i>	4
<i>Street Lights Repaired</i>	54
<i>New Permanent Services Installed</i>	4
<i>New Temporary Services Installed</i>	6
<i>Meters Tested</i>	28
<i>Change of Services</i>	1

Load Management savings for prior month Mar 27, 2020 was \$1462.34 (occurred @ 7:00am)
 Rebates: Water Heaters total amount...\$750.00
 Heat Pumps total amount.....\$2400.00

CUSTOMER SERVICE

<i>Item</i>	<i>Number</i>
<i>Move-In/Move-Out</i>	419
<i>Cut-off Non-Payment</i>	COVID
<i>Number of Extensions</i>	COVID
<i>Exp. Extension Cut-offs</i>	COVID

SYSTEMS DIVISION

<i>Item</i>	<i>Number</i>
<i>Water meters exchanged</i>	31
<i>New meters installed</i>	8
<i>Water taps installed</i>	4
<i>Sanitary Sewer taps installed</i>	3

PLANTS DIVISION

<i>Plant</i>	<i>Average Flow</i>
<i>Treated Surface Water</i>	8.72 MGD
<i>Treated Wastewater</i>	5.06 MGD

Water Main Breaks 2

PUBLIC WORKS DEPARTMENT
ADMINISTRATIVE REPORT
April 2020



ADMINISTRATION

Ross Holshouser, Renee Keziah and Crystal Bowers attended a Microsoft teams for training session conducted by Tanya Luther focusing on the creation and workflow of Personnel Action forms on April 1st.

Crystal Bowers and Kevin Luther participated in an Employee Action Group Zoom meeting to review the Personnel Policy on April 24th

STREET & RIGHT OF WAY DIVISION

- Downtown trash cans were serviced and crew cleaned sidewalks, pulled weeds, mowed, weedeated, watered flowers, swept city streets and maintained several areas throughout the city.
- Street crew installed a concrete pad for the information board at the YMCA Park and in the parking lot at the new Police Headquarters.
- Repaired 21 potholes and repaired sink hole on Pine St.
- Milled the following streets: Saunders Ln, Long Creek Dr, Sherman Dr, Canterbury Rd, Austin St and Henry Jay St.
- Milled off existing parking spaces in front of the Senior Center on N. Third St.
- Put gravel down on Corvette St and shouldered Snuggs Park Rd.
- Installed additional pipe underneath driveway on Anderson Rd.
- Street crews continue installing new sidewalk and curbing for the Pfeiffer sidewalk project.
- Picked up illegal dumping on Riley St, N. Sixth St, Lincolnton St, Snuggs Park Rd and Graham St.
- Cleared sidewalk and cut back vegetation on Pee Dee Ave and N. Tenth St.
- Cleaned out ditches on Ellenwood Ct, storm drains on N. Fifth St and Bellamy Circle and cleaned out catch basin and washed out pipe with the assistance from the PU-WS division on Jackson St.
- Repaired sidewalk on N. First St and Montgomery Ave.
- Hung door hangers and performed follow ups on roll out containers being left out at all times and other uncollectable items and collected electronics throughout the city.
- Repaired W/S cuts on Gibson St, Corbin St, Salisbury Ave, N. Second St, Marlbrook Dr, US Hwy 52 N, N. Fourth St, E. Cannon Ave and Oak St.
- Replaced three street name signs, one stop sign and one speed limit sign and repaired one street name sign.



STREET & RIGHT OF WAY DIVISION

Project Name / Title:	FY 2019-2020 Pavement Maintenance Plan
Department / Division:	Public Works / Street Division
Prepared By:	Ross Holshouser
Project Budget:	
Anticipated Completion Date:	EOBY 2020
Project Description: Briefly describe the project and benefits.	
Generate a work plan using the Agil Assets Software to produce a list of City streets for preservation, rehab or re-construction based on the most efficient use of the 19/20 budget.	
Project Status: Briefly describe the current status of the project.	
Advertisement for bid has been sent.	
Recent Progress: Briefly describe recent progress or activities on project.	
Sealed bids received on Friday, March 13 th .	
Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.	
Contractors scheduled to start work.	

Project Name / Title:	King Property Upgrades and Renovation
Department / Division:	Public Works / Street Division
Prepared By:	Ross Holshouser
Project Budget:	\$50,000: pulled from Pavement / Resurfacing funds
Anticipated Completion Date:	EOBY 2020
Project Description: Briefly describe the project and benefits.	
Council has agreed to manage and maintain the King alleyway and parking areas off West Main Street all the way through to King Ave. This will also include the public parking lot on S. 1 st street & King Ave.	
Project Status: Briefly describe the current status of the project.	
Work has begun on portions of the project. Still planning on meeting with Public Utilities to schedule underground utility installation on portions of the project before site grading and resurfacing can continue.	
Recent Progress: Briefly describe recent progress or activities on project.	
Retained ownership of the alleyway.	
Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.	
Meetings to be scheduled to discuss scope of work and plan implementation.	

Project Name / Title:	FY 2019-2020 Police Station Parking Lot and Landscape Renovations
Department / Division:	Public Works / Street Division
Prepared By:	Ross Holshouser
Project Budget:	N/A
Anticipated Completion Date:	EOBY 2020
Project Description: Briefly describe the project and benefits.	
Renovate and improve parking lot and landscaping around remodeled Police Station	
Project Status: Briefly describe the current status of the project.	
Parking lot renovations are almost complete with a few items on hold pertaining to light poles and signage. Landscaping discussions have started.	
Recent Progress: Briefly describe recent progress or activities on project.	
Completion of new parking curbs and piers for light poles are in place. Landscaping around perimeter of parking lot is completed with river rock.	
Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.	
Irrigation and landscaping will begin Saturday, April 11 th .	

Project Name / Title:	FY 2019-2020 Pfeiffer Sidewalk Renovation
Department / Division:	Public Works / Street Division
Prepared By:	Ross Holshouser
Project Budget:	\$60,000
Anticipated Completion Date:	EOBY 2020
Project Description: Briefly describe the project and benefits.	
Remove and rebuild sidewalks & curbing along East Main St from N. 3 rd to N.4 th . Additionally, remove and rebuild sidewalk and curbing along N. 4 th to meet the new construction needs of Pfeiffer University.	
Project Status: Briefly describe the current status of the project.	
Project has started with new installation of sidewalk and headwall at 3 rd St intersection.	
Recent Progress: Briefly describe recent progress or activities on project.	
Completed installation of sidewalk from 3rd Street down to Pfeiffer property.	
Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.	
Almost all new curbing has been put in place along East Main St & N. 4 th Street. Some sidewalk installation has started in those same areas. Tree wells will be installed, but trees will not be planted until this coming fall.	

Project Name / Title:	FY 2019 – 2020 Parking Plan Implementation
Department / Division:	Public Works / Street Division
Prepared By:	Ross Holshouser
Project Budget:	\$4,000
Anticipated Completion Date:	EOBY 2020
Project Description: Briefly describe the project and benefits.	
Implement parking plan along North Street from 2 nd St to 4 th St.	
Project Status: Briefly describe the current status of the project.	
In planning phase	
Recent Progress: Briefly describe recent progress or activities on project.	
N/A	
Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.	
Phase 2 of Parking Plan implementation has been completed. North Street, from N 2 nd to N. 4 th now has angled parking.	

WAREHOUSE

Current housed inventory is valued at \$3 million. Inventory in the amount \$108,084.51 was received and \$95,022.28 was issued out during the month of April.

Division Project Summary Report
FLEET MAINTENANCE FACILITY



COMPLETED AND CLOSED WORK ORDERS

Repairs Department/Division NC State Inspection Preventative Maintenance (PM) Other

Fire Department			2	
Police Department	1	7	15	
Parks & Recreation			1	
P/U-Electric		5	8	
P/U-W/S Systems	19	1	13	
P/U- W/S – STP & WTP Plants				
P/W-Administration				
P/W-Solid Waste			1	
P/W-Downtown				
P/W-Streets		3	24	
P/W-Warehouse				
P/W-Fleet				
Planning & Dev Services				
Public Housing				
Human Resources				
Information Systems				
Administration				
Economic Development				
TOTALS	20	16	64	

- We have been preparing mowers for the coming grass season; both zero turns and mowing tractors.
- Brandon Baker completed his 2nd up fit to APD’s new Durango pursuit vehicle. We are looking forward to assisting with more in the future.
- The entire Fleet staff is still going the extra mile to keep vehicles safe and sanitized. We want all City employees to feel safe with each Fleet Maintenance experience.

All is operating smoothly with our team. I appreciate everyone’s hard work during this crisis!

CITY OF ALBEMARLE SOLID WASTE FACILITY



SOLID WASTE

1,213,795.03 gallons of leachate pumped through Force Main.

April 7th – Conference call with State Chemical Co. concerning remediation of H2S gas and leachate scale. of H2S

April 8th – Received preliminary lab data concerning H2S gas, leachate and scale samples collected on March 19th

April 9th – Conference call with engineer concerning groundwater monitoring well (MW-1) regulatory required Alternative Source Demonstration.

April 13th – Received and reviewed full lab data set from March 19th sampling event.

April 14th – Conference call with engineer and Milanco Chemical concerning remediation of H2S gas and leachate scale.

April 15th – Conference call with Leachate Management Specialist, LLS concerning remediation of H2S gas and leachate scale.

April 16th – Conference call with State Chemical engineers and product reps concerning remediation of H2S gas.

April 20th – Tencarva Controls Specialist on site reviewing force main control programming issues.

April 23rd – Collected and shipped leachate and scale samples to Leachate Management Specialist, LLS.

April 27th – Conducted interviews for Landfill Crew Leader position.

April 28th – Conducted interviews for Landfill Crew Leader and Maintenance Worker positions.

April 29th – Conducted interviews for Landfill Maintenance Worker position.

April 30th – Tencarva project manager on site to further review force main control issues.

Customers Received	2907
Recyclables & Organics Received	435.03 tons
C&D Received	2,193.43 tons
MSW Received	3,703.54
Revenues Totaled	\$270,311.85

Division Project Summary Report

Project Name / Title:	Landfill Force Main Project
Department / Division:	Public Works / Solid Waste
Prepared By:	Darren Preslar
Project Budget:	\$2,485,450
Anticipated Completion Date:	May 2020
Project Description: Briefly describe the project and benefits.	
Leachate system upgrade including a pump station and force main from the Solid Waste Facility to a tie in point of the City's sanitary sewer system.	
Project Status: Briefly describe the current status of the project.	
As of Monday afternoon June 3, 2019 system is fully operational and functioning properly.	
Recent Progress: Briefly describe recent progress or activities on project.	
All remaining punch list items completed.	
Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.	
Final review of force main by project engineers and State Clean Water Project Manager in order to finalize contract.	

Project Name / Title:	Replace and Upgrade C&D Leachate Lines
Department / Division:	Public Works/ Solid Waste
Prepared By:	Ross Holshouser
Project Budget:	\$290,000
Anticipated Completion Date:	Spring 2020
Project Description: Briefly describe the project and benefits.	
Design and install gravity lines from the C&D Landfill to the leachate lagoon.	
Project Status: Briefly describe the current status of the project.	
Start of construction should be in May 2020	
Recent Progress: Briefly describe recent progress or activities on project.	
Schedule of Pre Construction meeting with HHNT and BRS, Inc.	
Upcoming Activities: Briefly describe the next significant activity, action, or decision to be made, regarding the project.	
Preconstruction meeting on May 15 th .	

Print

Title – Municipal Calendar

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Municipal_Calendar_2020_June_1.docx	Municipal Calendar

APPROVALS:

Date/Time:	Approval:	Department:	

CITY OF ALBEMARLE
MUNICIPAL CALENDAR – 2020

June 2020



- 1 Regular Meeting City Council – 7 pm
- 4 Planning/Zoning Board – 7 pm
- 8 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- Parks and Recreation Advisory Board - 6 pm at the Niven Center
- 15 Regular Meeting City Council – 7 pm
- Tree Commission Meeting – no meeting in June

July 2020



- 2 Planning/Zoning Board – 7 pm
- 3 City Holiday – Independence Day
- 13 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- Regular Meeting City Council – 6 pm
- 21 NC Municipal Power Agency #1 Board of Commissioners Meeting –
Concord – 10 am
- 28 Stanly County Local Government Liaison Meeting – 6:30 pm (Norwood)

August 2020



- 6 Planning/Zoning Board – 7 pm
- 10 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- Regular Meeting City Council – 6 pm
- ~~17-19 ElectriCities of NC Annual Meeting – Myrtle Beach~~ canceled
- 25 Stanly County COG Quarterly Meeting – 6:30 pm; City of Albemarle is hosting

September 2020



- 3 Planning/Zoning Board – 7 pm
- 7 City Holiday – Labor Day
- Regular Meeting City Council – 7 pm
- 14 ADDC Board of Directors – 12 Noon
- Historic Resources Commission – 6 pm
- 21 Regular Meeting City Council – 7 pm
- 29 Stanly County Local Government Liaison Meeting – 6:30 pm (Oakboro)

Print

Title – Consider Agreements Related to the City of Albemarle Receiving Disaster Recovery Funds for the February Severe Storms

Description:

There has been a disaster declaration for the severe storms that occurred on February 6, 2020. We are moving forward with the process to be eligible for reimbursement with the State and Federal governments. We recently participated in an applicant briefing.

The attached forms need to be approved by the City Council in order to be eligible to receive assistance. They are:

1. Applicant Assistance Agreement
2. Resolution to Designate Applicants Agent - I recommend Assistant Finance Director Jacob Weavil be the primary agent and I be the Secondary Agent.
3. Lobbying Prohibition
4. Assurance - Construction Programs

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:	
Name:	Description:
<input type="checkbox"/> Disaster - NC Severe Storms Feb 2020 - SSA DDA Foms.pdf	Disaster Agreements

APPROVALS:			
Date/Time:	Approval:	Department:	



North Carolina Department of Public Safety Division of Emergency Management

APPLICANT: _____

DISASTER: North Carolina Severe Storms,
Tornadoes, And Flooding of 2020
FEMA No.: **4543-DR-NC**

STATE–APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management (“the State”) and _____ (“the Applicant”) shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster named **North Carolina Severe Storms, Tornadoes, And Flooding** and pursuant to the Major Disaster Declaration made by the President of the United States numbered FEMA **4543-DR-NC**.

The designated representative of the Applicant (Applicant’s Agent) certifies that:

1. The Applicant’s Agent has the legal authority under North Carolina law to apply for assistance on behalf of the Applicant, that it is duly authorized pursuant to appropriate Applicant authority and/or a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant’s governing body, and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor’s Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically, that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
 - a. Designation of Applicant’s Agent.
 - b. State-Applicant Disaster Assistance Agreement.
 - c. Private Non-Profit Organization Certification (if required).
 - d. Summary of Documentation Form itemizing actual costs expended for large project payment requests.
 - e. Monthly Progress Reports.
 - f. Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 *et. seq.*, 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report shall be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative (GAR).
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative (GAR), full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative (GAR), any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative (GAR) and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety-day (90-day) period and to reimburse Applicant only for costs documented at the time of final inspection.**
14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition certification incorporated herein as Attachment A.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for any contracts subject to this Agreement including for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov. The Applicant shall be responsible to ensure that it has checked the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors, Subapplicants or Sub-Recipients have not been suspended or debarred from doing business with federal or State government.
20. The Applicant shall comply with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, 2 C.F.R. Part 200, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement, the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

Date

Applicant's Federal Tax I.D.
Number (required)

BY: _____
Signature

Typed Name

Title

FOR THE STATE:

Date

BY: _____
Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

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

Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) elevation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

DESIGNATION OF APPLICANT'S AGENT AND APPLICANT ASSURANCES FOR PUBLIC ASSISTANCE

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)

PRIMARY AGENT	SECONDARY AGENT
AGENT'S NAME	AGENT'S NAME
ORGANIZATION	ORGANIZATION
OFFICIAL POSITION	OFFICIAL POSITION
MAILING ADDRESS	MAILING ADDRESS
CITY ,STATE, ZIP	CITY ,STATE, ZIP
DAYTIME TELEPHONE	DAYTIME TELEPHONE
FACSIMILE NUMBER	FACSIMILE NUMBER
PAGER OR CELLULAR NUMBER	PAGER OR CELLULAR NUMBER

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC ASSISTANCE ON BEHALF OF THE ORGANIZATION FOR THE PURPOSE OF OBTAINING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF & EMERGENCY ASSISTANCE ACT, (PUBLIC LAW 93-288 AS AMENDED) OR OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTERS PERTAINING TO SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE SECOND ATTACHED PAGE.

CHIEF FINANCIAL OFFICER	CERTIFYING OFFICIAL
NAME	OFFICIAL'S NAME
ORGANIZATION	ORGANIZATION
OFFICIAL POSITION	OFFICIAL POSITION
MAILING ADDRESS	MAILING ADDRESS
CITY ,STATE, ZIP	CITY ,STATE, ZIP
DAYTIME TELEPHONE	DAYTIME TELEPHONE
FACSIMILE NUMBER	FACSIMILE NUMBER
PAGER OR CELLULAR NUMBER	PAGER OR CELLULAR NUMBER

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE):

APPLICANT'S FISCAL YEAR (FY) START

MONTH:

DAY:

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER

-

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER

- -

CERTIFYING OFFICIAL'S SIGNATURE

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that it is duly authorized pursuant to appropriate applicant authority and/or a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 12148, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act, as amended, 5 USC 1501 et. seq. and 7324 et. seq., which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et. seq.. Further, Sections 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. 306108 (former 16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 or 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

□

Print

Title – Consider Agreements Related to the City of Albemarle Receiving Disaster Recovery Funds for COVID-19.

Description:

Disaster recovery funds are being made available as part of the COVID-19 recovery process. We are moving forward with the process to be eligible for reimbursement and recently participated in an applicant briefing.

The attached forms need to be approved by the City Council in order to be eligible to receive assistance. They are:

1. Applicant Assistance Agreement
2. Resolution to Designate Applicants Agent - I recommend Assistant Finance Director Jacob Weavil be the primary agent and I be the Secondary Agent.
3. Lobbying Prohibition
4. Assurance - Construction Programs

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:	
Name:	Description:
<input type="checkbox"/> Disaster - COVID-19 - SSA_DDA_Forms.pdf	Disaster Agreements

APPROVALS:			
Date/Time:	Approval:	Department:	



North Carolina Department of Public Safety Division of Emergency Management

APPLICANT: _____

DISASTER: **COVID-19**
FEMA No.: **4487-DR-NC**
PUBLIC ASSISTANCE CFDA# **97.036**

STATE–APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management (“the State”) and _____ (“the Applicant”) shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster named **COVID-19** and pursuant to the Major Disaster Declaration made by the President of the United States numbered FEMA **4487-DR-NC**.

The designated representative of the Applicant (Applicant’s Agent) certifies that:

1. The Applicant’s Agent has the legal authority under North Carolina law to apply for assistance on behalf of the Applicant, that it is duly authorized pursuant to appropriate Applicant authority and/or a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant’s governing body, and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.
3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor’s Authorized Representative (GAR).
4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically, that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.
5. The Applicant shall provide the following completed documentation to the State:
 - a. Designation of Applicant’s Agent.
 - b. State-Applicant Disaster Assistance Agreement.
 - c. Private Non-Profit Organization Certification (if required).
 - d. Summary of Documentation Form itemizing actual costs expended for large project payment requests.
 - e. Monthly Progress Reports.
 - f. Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 *et. seq.*, 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.
7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report shall be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative (GAR).
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative (GAR), full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative (GAR), any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative (GAR) and in accordance with applicable Federal and State statutes, rules and regulations.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety-day (90-day) period and to reimburse Applicant only for costs documented at the time of final inspection.**
14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition certification incorporated herein as Attachment A.
16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.
17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for any contracts subject to this Agreement including for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.
19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov. The Applicant shall be responsible to ensure that it has checked the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors, Subapplicants or Sub-Recipients have not been suspended or debarred from doing business with federal or State government.
20. The Applicant shall comply with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.
21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, 2 C.F.R. Part 200, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).
22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement, the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

Date

Applicant's Federal Tax I.D.
Number (required)

BY: _____
Signature

Typed Name

Title

FOR THE STATE:

Date

BY: _____
Signature

Typed Name

Title

ATTACHMENT A

LOBBYING PROHIBITION

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

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

Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) elevation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

DESIGNATION OF APPLICANT'S AGENT AND APPLICANT ASSURANCES FOR PUBLIC ASSISTANCE

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)

PRIMARY AGENT	SECONDARY AGENT
AGENT'S NAME	AGENT'S NAME
ORGANIZATION	ORGANIZATION
OFFICIAL POSITION	OFFICIAL POSITION
MAILING ADDRESS	MAILING ADDRESS
CITY ,STATE, ZIP	CITY ,STATE, ZIP
DAYTIME TELEPHONE	DAYTIME TELEPHONE
FACSIMILE NUMBER	FACSIMILE NUMBER
PAGER OR CELLULAR NUMBER	PAGER OR CELLULAR NUMBER

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC ASSISTANCE ON BEHALF OF THE ORGANIZATION FOR THE PURPOSE OF OBTAINING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF & EMERGENCY ASSISTANCE ACT, (PUBLIC LAW 93-288 AS AMENDED) OR OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTERS PERTAINING TO SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE SECOND ATTACHED PAGE.

CHIEF FINANCIAL OFFICER	CERTIFYING OFFICIAL
NAME	OFFICIAL'S NAME
ORGANIZATION	ORGANIZATION
OFFICIAL POSITION	OFFICIAL POSITION
MAILING ADDRESS	MAILING ADDRESS
CITY ,STATE, ZIP	CITY ,STATE, ZIP
DAYTIME TELEPHONE	DAYTIME TELEPHONE
FACSIMILE NUMBER	FACSIMILE NUMBER
PAGER OR CELLULAR NUMBER	PAGER OR CELLULAR NUMBER

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE):

APPLICANT'S FISCAL YEAR (FY) START

MONTH:

DAY:

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER

-

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER

- -

CERTIFYING OFFICIAL'S SIGNATURE

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that it is duly authorized pursuant to appropriate applicant authority and/or a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 12148, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act, as amended, 5 USC 1501 et. seq. and 7324 et. seq., which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et. seq.. Further, Sections 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. 306108 (former 16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 or 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

Print

Title – Consider Approval to Renew Phone System Service Lease

Description:

Attached is the desk phones and services lease renewal. The annual lease payment will continue to be provided for in the budget.

Is this item budgeted?

Yes

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:	
Name:	Description:
<input type="checkbox"/> Graybar_Lease_Reviewed.pdf	Graybar Lease Documents
<input type="checkbox"/> PhoneSystem-EquipmentInventory.pdf	Equipment Listing

APPROVALS:			
Date/Time:	Approval:	Department:	

Graybar Financial Services®

Financing, Simplified

11885 Lackland Road · St Louis, MO 63146 · Phone: 800-241-7408 · Fax: 800-543-0274

Date: March 03, 2020

City of Albemarle
PO BOX 190
Albemarle, NC 28002

App # 570944

Dear City of Albemarle,

Thank you for choosing Graybar Financial Services for your financing needs! Enclosed you will find all the necessary documents required to complete your transaction. The terms of your contract are as follows:

Contract Term: 36 months

Payment Amount: \$3,198.39 (plus any applicable taxes)

Please have an authorized officer, member or proprietor/owner based on legal structure, sign all the documents where indicated and return them to my attention at the above address via overnight mail. All documents should be completed in their entirety and include a signature, a printed name, the signer's title, and the date of execution.

Please use the checklist below to verify that all the required documents are included as indicated:

REQUIRED (X)

- Contract (please execute where designated and initial any pages where indicated)**
- Schedule A**
- Delivery & Acceptance Certificate or Pay Proceeds/Authorization to Disburse**
- ACH Form**
- Fiscal Funding Addendum**

If you care to fax the documentation, you may do so to 800-543-0274. Please make sure to fax on the finest resolution or scan e-mailed documents for better clarity to me at Justin.Brase@Graybar.com.

Please feel free to contact me at with any questions!
Thank you,

Graybar Financial Services

Financing, Simplified

LESSEE LEGAL NAME: City of Albemarle	Telephone No: 7049849400
--	------------------------------------

Billing Address: PO BOX 190, Albemarle, NC 28002	Equipment Location (if other than Billing Address): PO BOX 190, Albemarle, NC 28002
--	---

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)

Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
1	MITEL PHONE SYSTEM			

BASE TERM IN MONTHS <u>36</u>	TOTAL NUMBER OF LEASE PAYMENTS <u>36 @ \$3,198.39 (plus taxes)</u>	END OF LEASE PURCHASE OPTION <input checked="" type="checkbox"/> Fair market value, plus taxes <input type="checkbox"/> 10% of Equipment cost, plus taxes <input type="checkbox"/> \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	(a) Advance Payment: \$0.00 (b) Security Deposit: \$0.00 (c) Documentation Fee: \$150.00 Total due a + b + c =: \$150.00
---	--	---	---

****If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.**

In this agreement ("Lease"), "we," "our," and "us" refers to **Financial Servicing, LLC** as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. **On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.**
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** **Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.** If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
- OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
- DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
- ASSIGNMENT:** **You have no right to sell or assign the Equipment or Lease.** We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
- ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
- CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
- CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
- MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: City of Albemarle	Print Name: Michael Ferris	Title: City Manager
X _____ Lessee Authorized Signature	E-Mail Address: _____	Date: _____
	Tax ID Number: _____	

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X _____ Print Name: _____ E-Mail Address: _____

Accepted by: **Financial Servicing, LLC** By: _____ Title: _____ Date: _____

DELIVERY AND ACCEPTANCE CERTIFICATE

Date of Equipment Delivery: _____

Application No.: 570944

City of Albemarle (**Customer**) hereby certifies that all of the equipment, software and other property (collectively, "**Equipment**") referred to in that certain Agreement related to the above referenced application number (the "**Agreement**") by and between Customer and **Financial Servicing, LLC ("FS")** has been delivered to and been received by Customer at the location(s) set forth in the Agreement, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Customer and is in good operating order and condition and is in all respects satisfactory to Customer, and that the Equipment is accepted by the Customer for all purposes under the Agreement. Customer represents and warrants that the Date of Equipment Delivery set forth above and the Billing Address and the Equipment Location set forth in the Agreement are correct. By its execution and delivery of this Acceptance Certificate, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Agreement as of the date hereof, and further represents and warrants to FS that no Event of Default, and no event or condition which with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing as of the date hereof. Customer further certifies to FS that Customer has selected the Equipment (and to the extent applicable, the vendor of the Equipment) and has received and approved the purchase order, purchase agreement or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

ACCORDINGLY, CUSTOMER AUTHORIZES FS TO PURCHASE THE EQUIPMENT FROM THE APPLICABLE SUPPLIER (S).

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED ALL OF THE EQUIPMENT.

CUSTOMER: City of Albemarle

By: _____

Print Name: Michael Ferris

Title: City Manager

E-Mail Address: _____

Date: _____

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, MEMBER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.

State and Local Government Addendum

Reference: **Application No. 570944**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **Financial Servicing, LLC** ("we" "us" and "ours") and City of Albemarle ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City of Albemarle	FINANCIAL SERVICING, LLC
By: _____ Print Name: <u>Michael Ferris</u> Title: <u>City Manager</u> Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____

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

Signature of Finance Director

Date

FS AUTOPAY PROGRAM (AUTHORIZATION TO DEBIT AND CREDIT ACCOUNT BY ACH)

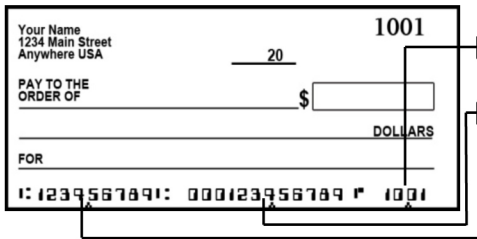
Customer Name: City of Albemarle

Application Number: 570944

In connection with the above referenced contract(s) ("Contract"), Customer(s) hereby authorize(s), **Financial Servicing, LLC** AND/OR ITS AGENTS, SUCCESSORS AND ASSIGNS (collectively, "Company"), to initiate ACH credit and/or debit entries, and if necessary, adjust any credit and/or debit entries made in error to the account described below ("Account") at the financial institution named below ("Bank"). The authorization provided herein (this "Authorization") is intended to encompass all amounts due and to become due under the above Contract, including current and past due periodic payments, miscellaneous charges, taxes and late charges. This Authorization shall not be limited or deemed waived, nor shall Company assume any liability, if for any reason Company delays debiting the Account for amounts due under the Contract. FOR ADMINISTRATIVE PURPOSES, ALL DEBIT AND CREDIT ENTRIES SHALL APPEAR ON THE ACCOUNT AS BEING INITIATED BY "LEASE SERVICES."

BANK NAME: _____ ABA/ROUTING NUMBER: _____
BRANCH: _____ ACCOUNT NAME: _____
CITY: _____
STATE: _____ ZIP: _____ ACCOUNT NUMBER: _____

(ATTACH A VOIDED CHECK ON THE ABOVE ACCOUNT)



The check number is on the top and bottom right of the check - we do not need the check number.

Account Number is the middle group of 12 numbers on the bottom of your check.

Routing Number is the group of 9 numbers on the bottom left of your check.

Customer certifies that all information set forth above is true and correct. Customer agrees to give Company not less than twenty (20) days advance written notification of any termination or change in this Authorization, which shall remain in full force and effect until Company has received such written notification from Customer.

Customer hereby acknowledges and agrees that the financial accommodations and periodic payments under the Contract have been agreed to by Company upon the condition that Company will be able to realize cost savings by administering the Contract using ACH debit and credit entries as authorized herein. If, for any reason, this Authorization is terminated or suspended or the Company is unable to administer the Contract by ACH debit and credit entries as authorized herein, Customer agrees that the periodic payments under the Contract may be increased by two percent (2%) until Company's ability to administer the Contract by ACH debit and credit entries as authorized herein has been restored to the reasonable satisfaction of Company.

Signature: X _____ Customer Billing Contact Information
Print Name: _____ (if different from information on left):
Title: _____ Date: _____ Name: _____
Phone Number: _____ Title: _____
E-mail Address: _____ Phone Number: _____
E-mail Address: _____

THE PERSON SIGNING ABOVE AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.

Request For Insurance Certificate

(PLEASE FORWARD THIS TO YOUR INSURANCE AGENT)

Re: Agreement No. 570944

To Insurance Agent: _____ Phone () ____ - _____

Agency: _____ Fax () ____ - _____

Address: _____

Your Customer listed below is financing / leasing equipment through us.

WE MUST HAVE INSURANCE COVERAGE in place that: (i) names “**Financial Servicing, LLC and/or Its Assigns**” (“FS”) as a Loss Payee and Additional Insured, and there is a lender's loss payable endorsement in favor of FS as loss payee on all property damage policies; (ii) each policy has been endorsed to provide that, as respects FS, the insurance shall not be invalidated by any action or inaction of Customer or any other person other than FS, and shall insure FS regardless of any breach or violation of any warranty, declaration, term or condition contained in such policy by Customer or any person other than FS; (iii) each policy has been endorsed to provide FS with 30 days' advance written notice of any material change or cancellation or non-renewal of such policy; and (iv) each policy contains a waiver releasing any rights of subrogation against FS for any and all claims, losses or damages covered under the above required insurance.

Property Damage/Contents Coverage: All-risk insurance is to be provided for fire, theft, extended coverage, vandalism and malicious mischief for the full replacement value of the equipment; and

Comprehensive General Liability: Coverage should be written with minimum limits of \$250,000/\$500,000 for bodily injury and \$250,000/\$500,000 for property damage.

Please provide us with a certificate of insurance as follows:

YOUR CUSTOMER: City of Albemarle PO BOX 190 Albemarle, NC 28002 Phone: 7049849400 Fax: Attention:	LOSS PAYEE/ ADDITIONAL INSURED Financial Servicing, LLC and/or Its Assigns 11885 Lackland Road St Louis, MO 63146 Phone: 877-248-5574 Fax: 305-964-2690 Attention: Insurance Compliance Department
--	--

EQUIPMENT TO BE INSURED:

Qty	Description of Equipment Leased	N/U	Make and Type	Model	Serial Number
1	MITEL PHONE SYSTEM	New			

EQUIPMENT LOCATION:

PO BOX 190, Albemarle, NC 28002

INSURABLE VALUE \$115,142.04

EFFECTIVE DATE OF INSURANCE: Upon Lease Commencement



*****VOIP MANAGED SERVICES AGREEMENT*****

Schedule A (List of equipment covered under this maintenance agreement)

2	MiVoice Business MXeIII Controllers and associated internal components
1	Mitel Applications Suite/MAS application
1	Mitel Business Reporter application
1	Mitel Oaisys/MiVCR Call Recording application
1	MiVoice Business Console Application
16	5330 IP Telephones
145	5320E IP Telephones
38	5304 IP Telephones
7	UC360 Conference Units
11	Cisco SPA 122 Analog Terminal Adapters
6	Bluetooth Headset Modules
1	Mitel IP Paging Unit

NOTE: Physical servers that applications are installed on are not covered under this agreement. ATCOM can provide support for these servers for an additional fee if required.

Discontinued items or items not included in the list above, are also not covered under this agreement.

Mitel Software Assurance is billed separately from this agreement, and latest estimated annual cost is \$3,643 per year. As this and the maintenance coverage payment will be included in Graybar Financial Services 3 year lease renewal, ATCOM will insure this coverage remains in place for the three year term.

Print

Title – Ordinance 20-15 -To Amend the Police Headquarter Project Budget

Description:

This is an amendment for the Police Headquarters Project budget. Council had approved change orders and we had some expenditures outside the construction contract that the City was paying for. Last fiscal year, Council transferred some funds from General Fund to the project to cover costs that happened before the loan was secured. Since that time we had to make adjustments for things such as the elevator, landscaping, and some Information Systems equipment and other expenditures we were aware of, but the project budget needs to reflect these. This amendment appropriates the amount we already transferred and some interest earnings and expenditures Council previously approved. No additional funds are needed and only the project budget description is being impacted.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> ORDINANCE_20_15_PDHO_amendment.docx	Ordinance 20-15

APPROVALS:

Date/Time:	Approval:	Department:	
5/21/2020 2:09 PM	Approved	City Clerk	
5/21/2020 2:09 PM	Approved	Administration	

ORDINANCE 20-15

AN ORDINANCE TO AMEND ORDINANCES 19-38 and 18-01 RELATING TO THE RENOVATION OF
POLICE HEADQUARTERS BUILDING

WHEREAS, the Council of the City of Albemarle did, on the 5th day of February, 2018 adopt a Project budget ordinance for the Renovation of a Building to be used as Police Headquarters and amended that budget on the 7th day of October, 2019 provided by G.S. 159-13.2; and

WHEREAS, it is appropriate to amend the Revenue and Expenditure accounts in the fund listed for the reason stated:

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Albemarle, North Carolina, that in accordance with the authority contained in G.S. 159-13.2, the following are hereby amended as shown and that the total amounts are herewith appropriated for the purpose shown.

Account Title	Amount	From	To
Revenue			
Inter-fund Transfer from General Fund	-\$153,150	-\$585,100	-\$738,250
Investment Interest	-\$ 37,665	-\$ - 0 -	-\$ 37,665
Expenditures			
Construction, Engineering, Related Costs	\$190,815	\$4,446,850	\$4,637,665

REASON: To increase budget for Elevator, Landscaping, and Information Systems Equipment previously approved by City Council for items approved as change orders and items outside the scope of the construction contract.

This ordinance was introduced and signed by Councilmember _____, a member of Council of the City of Albemarle, North Carolina

Member of Council

This ordinance was s introduced and passed its reading at the meeting of the Council held on June 1, 2020, was adopted and ordered published as by law provided.

Dated: June 1, 2020

Mayor

Attest: _____
City Clerk

Print

Title – Ordinance 20-16 - To Create a Project Budget for the SCBA Grant in the Fire Department

Description:

Attached please find a Grant Project Budget Ordinance for the Assistance for Firefighters Grant Program for the Self Contained Breathing Apparatus (SCBA).

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:	
Name:	Description:
<input type="checkbox"/> ORDINANCE_20_16_SCBA_Grant_Project.docx	Ordinance 20-16

APPROVALS:			
Date/Time:	Approval:	Department:	
5/26/2020 10:55 AM	Approved	City Clerk	
5/26/2020 10:59 AM	Approved	Administration	

ORDINANCE 20-16

AN ORDINANCE OF THE CITY OF ALBEMARLE, NORTH CAROLINA,
ADOPTING A GRANT PROJECT BUDGET ORDINANCE RELATING TO THE ASSISTANCE TO FIREFIGHTERS
GRANT FOR SCBA EQUIPMENT FOR THE ALBEMARLE FIRE DEPARTMENT

WHEREAS, the Council of the City of Albemarle desires to adopt a budget pursuant to and as provided in NCGS § 159-8 and NCGS § 159-13.2 relating to a grant from Assistance to Firefighters Grant Program;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Albemarle, North Carolina as follows:

SECTION 1. The amounts herein set forth are hereby appropriated for Fire Department pursuant to a grant from the Assistance to Firefighters Grant Program as follows:

SCBA Equipment	\$306,000
----------------	-----------

SECTION 2. It is estimated revenues will be available to meet the forgoing appropriations as follows:

Assistance to Firefighters Grant	-\$291,429
Transfer from AFD	<u>-\$ 14,571</u>
TOTAL	-\$306,000

SECTION 3. The Finance Officer is hereby directed to maintain within the Grant Fund, sufficient specific detailed accounting records to provide the accounting of the grantor agency required by state and local regulations.

This ordinance was introduced and signed by Councilmember _____, a member of the Council of the City of Albemarle, North Carolina

Member of Council

This ordinance was introduced and passed its reading at the meeting of the Council held on June 1, 2020 and was adopted and ordered published as by law provided.

Dated: June 1, 2020

Mayor

Attest: _____, Clerk

Print

Title – Consider Bids for Liquid Alum and Liquid Caustic for Use at the Water Treatment Plants

Description:

On May 26, 2020 Public Utilities received and opened bids for supplying liquid alum (aluminum sulfate) and liquid caustic. These chemicals are used in the treatment of water at the respective treatment plants. The chemicals would be ordered and delivered to each plant periodically throughout the fiscal year. Payment for the respective chemical is based on the dry tons contained in each delivery.

Attached is the bid tabulation for the bids received on May 26, 2020. The Finance Department facilitated the bid opening and is in agreement with the Bid Tabulation and the process. The apparent low bidder for liquid alum is Univar, Gastonia at \$304/dry ton. The apparent low bidder for liquid caustic is JCI Jones, Inc. at \$490/dry ton. The Public Utilities Department is in concurrence with this as well.

Is this item budgeted?

Yes

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Chemical_Bid_2020-07_Tabulation.pdf	Chemical Bid Tabulation
<input type="checkbox"/> Chemical_Bid_Recommendation_Letter_2020-2021.docx	Chemical Bid Recommendation

APPROVALS:

Date/Time:	Approval:	Department:	
5/26/2020 3:06 PM	Approved	City Clerk	
5/26/2020 3:06 PM	Approved	Administration	

CITY OF ALBEMARLE
FINANCE DEPARTMENT



PURCHASING

BID OPENING

Bid Number	2020-07
Description:	CHEMICALS
Project Type:	FORMAL
Requesting Department	PUBLIC UTILITIES DEPARTMENT
Date / Time	TUESDAY, MAY 26, 2020, 11:00 A.M.
Location	144 NORTH SECOND STREET, RAYMOND I ALLEN COMMUNITY ROOM #118
Facilitator(s)	LINDA J. LEWIS, CLGPO, PURCHASING COORDINATOR

ATTENDANCE ROSTER

Item	Name	Company	Telephone	E-Mail
1)	LINDA J. LEWIS <i>LL</i>	CITY OF ALBEMARLE	704-984-9447	LLEWIS@ALBEMARLENC.GOV
2)	<i>Judy Redwine</i>	COA	<i>704.984.9609</i>	<i>jredwine@albemarle.nc.gov</i>
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				
16)				
17)				
18)				
19)				
20)				
21)				
22)				
23)				
24)				
25)				
26)				
27)				
28)				

P | 704.984.9605
F | 704.984.9606



www.albemarlenc.gov
PO Box 190
Albemarle, NC 28002

TO: Michael Ferris, City Manager
FROM: Judy Redwine, Public Utilities Director
SUBJECT: Chemical Bid No. 2020-07
DATE: May 26, 2020

On May 26, 2020, City of Albemarle Public Utilities received bids for Liquid Alum and Liquid Caustic to be used at Jack F Neel Water Treatment Plant and Hwy 52 Water Treatment Plant during fiscal budget year 2020-2021.

I am recommending that we award **Univar, Gastonia NC** for 410 Dry Tons of Liquid Alum @\$304.00 dry ton and **JCI Jones Chemical Inc** for 177 Dry Tons of Liquid Caustic @\$490.00 dry ton.

You will find enclosed the bid tabulation and the specifications. Funds have been allocated for FY 2020-2021.

Print

Title – Report of Surplus Sales

Description:

Per resolution 10-34, please find the Report of Sale of Surplus Property for Fiscal Year 2019-2020 from Linda Lewis (attached).

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> REPORT_OF_SALE_OF_SURPLUS_PROPERTY_FOR_FISCAL_YEAR_2019-2020.pdf	Surplus Sale Report

APPROVALS:

Date/Time:	Approval:	Department:	
5/21/2020 1:25 PM	Approved	City Clerk	
5/21/2020 1:25 PM	Approved	Administration	

Finance Department
144 North Second Street
P O Box 190
Albemarle NC 28002-0190



Office of
Linda J. Lewis, CLGPO
Purchasing Coordinator
(704) 984-9447
(704) 984-9448 Fax
llewis@albemarlencc.gov

May 19, 2020

MEMORANDUM

TO: Colleen M. Conroy, Finance Director
Jacob W. Weavil, Assistant Finance Director
Michael Ferris, City Manager
Nyki Hardy, Assistant City Manager
Mayor and City Council

SUBJECT: Report of Sale of Surplus Property
Fiscal Year 2019-2020

In accordance with Resolution 10-34, the following information is provided regarding the Sale of Surplus Property for FY 2019-2020.

Seven (7) Events yielded the following Revenue:

Event	Method	Bid Date	Revenue
1. Sale of Surplus Property	Sealed Bid (236 Bales of Hay)	09-25-19	\$ 1,475.00
2. Sale of Surplus Property	Sealed Bid 2020-03 (Copper Tubing)	01-13-20	662.20
3. Sale of Surplus Property	Sealed Bid 2020-03 (Aluminum Wire)	01-13-20	2,962.05
4. Sale of Surplus Property	Sealed Bid 2020-03 (Scrap Iron)	01-13-20	<u>201.95</u>
		Subtotal	\$ 5,301.20
5. Sale of Surplus Property	Electronic Public Auction (GovDeals)	10-03-19	\$15,812.13
6. Sale of Surplus Property	Electronic Public Auction (GovDeals)	10-03-19	\$ 6,575.00
7. Sale of Surplus Property	Electronic Public Auction (GovDeals)	10-25-19	<u>\$10,300.00</u>
		Subtotal	\$32,687.13
		GRAND TOTAL	\$37,988.33

MISCELLANEOUS PAYMENT RECPT#: 47858
CITY OF ALBEMARLE
144 NORTH SECOND STREET
P O BOX 190
ALBEMARLE, NC 28002-0190

DATE: 09/26/19 TIME: 15:21:38
CLERK: cpooler DEPT: FINANCE
CUSTOMER#: 0

COMMENT:

CHG: MISREV MISCELLANEOUS R 1578.25

REVENUE:

1 103612 489001 -1578.25
MISC.REV

CASH:

00 112000 1578.25
A/P CASH

AMOUNT PAID: 1578.25

PAID BY: JAY ALLEN FESPERMAN
PAYMENT METH: CHECK
 1263

REFERENCE:

AMT TENDERED: 1578.25
AMT APPLIED: 1578.25
CHANGE: .00

MISCELLANEOUS PAYMENT RECPT#: 49058
CITY OF ALBEMARLE
144 NORTH SECOND STREET
P O BOX 190
ALBEMARLE, NC 28002-0190

DATE: 02/26/20 TIME: 11:48:46
CLERK: jpeck DEPT: FINANCE
CUSTOMER#: 0

COMMENT: BID 2020-03 COPPER

CHG: MISREV MISCELLANEOUS R 662.20

AMOUNT PAID: 662.20

PAID BY: FOILS INCORPORATED
PAYMENT METH: CHECK
 157932

REFERENCE:

AMT TENDERED: 662.20
AMT APPLIED: 662.20
CHANGE: .00

MISCELLANEOUS PAYMENT RECPT#: 49059
CITY OF ALBEMARLE
144 NORTH SECOND STREET
P O BOX 190
ALBEMARLE, NC 28002-0190

DATE: 02/26/20 TIME: 11:50:29
CLERK: jpeck DEPT: FINANCE
CUSTOMER#: 0

COMMENT: BID 2020-03 ALUMINUM

CHG: MISREV MISCELLANEOUS R 2962.05

AMOUNT PAID: 2962.05

PAID BY: FOILS INCORPORATED
PAYMENT METH: CHECK
 157772

REFERENCE:

AMT TENDERED: 2962.05
AMT APPLIED: 2962.05
CHANGE: .00

MISCELLANEOUS PAYMENT RECPT#: 49068
CITY OF ALBEMARLE
144 NORTH SECOND STREET
P O BOX 190
ALBEMARLE, NC 28002-0190

DATE: 02/26/20 TIME: 15:03:19
CLERK: jpeck DEPT: FINANCE
CUSTOMER#: 0

COMMENT: BID 2020-03

CHG: ADMCLR 10-214001 ADMIN 216.09

AMOUNT PAID: 216.09

PAID BY: BUTCH'S RECYCLING
PAYMENT METH: CHECK
 16843

REFERENCE:

AMT TENDERED: 216.09
AMT APPLIED: 216.09
CHANGE: .00

CITY OF ALBEMARLE
FINANCE DEPARTMENT



ALBEMARLE
NORTH CAROLINA
Water. Air. Land. Opportunity.

PURCHASING

BID TABULATION

Bid Number	2020-03
Description	SCRAP METALS
Requesting Department	PUBLIC UTILITIES DEPARTMENT
Date / Time	MONDAY, JANUARY 13, 2020, 2:30 P.M.
Location	UWHARRIE ROOM #145
Facilitator(s)	Linda J. Lewis, CLGPO, Purchasing Coordinator

Item	COMPANY	2,000 LBS SCRAP COPPER TUBING	15,000 LBS SCRAP ALUMINUM WIRE (IN ROLL-OFF CONTAINER)	10,000 LBS SCRAP IRON (IN ROLL-OFF CONTAINER)				
1	A L LOWDER INC	NO BID	NO BID	NO BID				
2	BUTCH'S RECYCLING	1.85 LB	0.10 LB	0.035 LB				
3	FOIL'S INC	2.15 LB	0.2050 LB	0.0340 LB				
4								
5								
6								

MISCELLANEOUS PAYMENT RECPT#: 48073
CITY OF ALBEMARLE
144 NORTH SECOND STREET
P O BOX 190
ALBEMARLE, NC 28002-0190

DATE: 10/22/19 TIME: 14:07:02
CLERK: jpeck DEPT: FINANCE
CUSTOMER#: 0

COMMENT: GOVDEALS 9/23-10/3

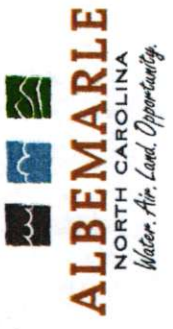
CHG: ADMCLR 10-214001 ADMIN 15929.81

AMOUNT PAID: 15929.81

PAID BY: GOVDDEALS INC
PAYMENT METH: CHECK
 171017

REFERENCE:

AMT TENDERED: 15929.81
AMT APPLIED: 15929.81
CHANGE: .00



**GOVDEALS
 SOLD ASSET REPORT
 ELECTRONIC AUCTION**

DATE RANGE: SEPTEMBER 23, 2019 - OCTOBER 3, 2019
GovDeals Check #171017 dated 10-16-19, \$15,929.81

ID	Inventory ID	Description	Buyer	Sold Amount	Tax %	SALES TAX			Paid	Picked Up	Account Number
						4.75% 10-123201	2.25% 10-123202	Total Tax			
468 PD		TAG #FIR-008051 1997 CHEVROLET SUBURBAN 4WD TRUCK #136	Rodney Boye	\$1,220.00	0	0	0	\$0.00	08 Oct 2019	11 Oct 2019	103430-482000
469 PD		TAG #35203 2011 HARLEY DAVIDSON FLHTP MOTORCYCLE #174	Steven Yon	\$6,201.00	0	0	0	\$0.00	04 Oct 2019	11 Oct 2019	103430-482000
		Subtotal		\$7,421.00				\$0.00			
471 PD		LOT 1 RAGTHEON NIGHT SIGHT THERMAL IMAGING CAMERA	Tad Dawkins	\$255.00	7	12.11	5.74	\$17.85	07 Oct 2019	08 Oct 2019	103430-482001
472 PD		LOT 2 RICOH 36-135 MM CAMERA AND BAG	Kadhim Alamiri	\$5.00	7	0.24	0.11	\$0.35	08 Oct 2019	10 Oct 2019	103430-482001
473 PD		LOT 3 SONY VIDEO CAMERA RECORDER HANDYCAM	Christopher Trikeriotis	\$10.00	7	0.48	0.22	\$0.70	04 Oct 2019	11 Oct 2019	103430-482001
476 PD		LOT 6 CANON ES700 VIDEO CAMERA	Christopher Trikeriotis	\$17.50	7	0.83	0.39	\$1.22	04 Oct 2019	11 Oct 2019	103430-482001
477 PD		LOT 7 CANON VIDEO CAMERA	Christopher Trikeriotis	\$115.00	7	5.46	2.59	\$8.05	04 Oct 2019	11 Oct 2019	103430-482001
478 PD		LOT 8 PENTAX 35 MM CAMERA	Christopher Trikeriotis	\$89.00	7	4.23	2.00	\$6.23	04 Oct 2019	11 Oct 2019	103430-482001
479 PD		LOT 9 BLUE BAG WITH VARIOUS CAMERA ITEMS	Kadhim Alamiri	\$35.00	7	1.66	0.79	\$2.45	08 Oct 2019	10 Oct 2019	103430-482001
480 PD		LOT 10 BOX WITH VARIOUS CAMERA ITEM PARTS	Kadhim Alamiri	\$53.00	7	2.52	1.19	\$3.71	08 Oct 2019	10 Oct 2019	103430-482001
481 PD		LOT 11 PENTAX 2X50 CAMERA LOT ITEMS PARTS	Kadhim Alamiri	\$26.11	7	1.24	0.59	\$1.83	08 Oct 2019	10 Oct 2019	103430-482001
482 PD		LOT 12 PANASONIC TAPE RECORDER LOT ITEMS	William Fenrick	\$31.00	7	1.47	0.70	\$2.17	05 Oct 2019	08 Oct 2019	103430-482001
483 PD		LOT 13 CANON XL1 DIGITAL VIDEO RECORDER	Christopher Trikeriotis	\$155.00	7	7.36	3.49	\$10.85	04 Oct 2019	11 Oct 2019	103430-482001
484 PD		LOT 14 PANASONIC SECURITY CAMERA SYSTEM	John Cregger	\$27.00	7	1.28	0.61	\$1.89	05 Oct 2019	09 Oct 2019	103430-482001
485 PD		LOT 15 SONY WALKMAN RECORDING VIDEO MONITOR	Christopher Trikeriotis	\$55.00	7	2.61	1.24	\$3.85	04 Oct 2019	11 Oct 2019	103430-482001
486 PD		LOT 16 CANON AE1 35 MM CAMERA	Christopher Trikeriotis	\$148.00	7	7.03	3.33	\$10.36	04 Oct 2019	11 Oct 2019	103430-482001
487 PD		LOT 17 PANASONIC AF PIEZO RECORDER	William Fenrick	\$5.00	7	0.24	0.11	\$0.35	05 Oct 2019	08 Oct 2019	103430-482001
488 PD		LOT 18 PANASONIC PALMRECORDER	Ray Brewer	\$15.00	7	0.71	0.34	\$1.05	03 Oct 2019	10 Oct 2019	103430-482001
491 PD		LOT 21 SONY DIGITAL RECORDER WITH SPEAKERS	Jesse Huneycutt	\$16.00	7	0.76	0.36	\$1.12	04 Oct 2019	10 Oct 2019	103430-482001
492 PD		LOT 22 POLAROID IMPULSE CAMERA LOT ITEMS	Landon Bisher	\$10.00	7	0.48	0.22	\$0.70	03 Oct 2019	08 Oct 2019	103430-482001
493 PD		LOT 23 YUASA CANON CAMERA LOT ITEMS	Kadhim Alamiri	\$58.00	7	2.76	1.30	\$4.06	08 Oct 2019	10 Oct 2019	103430-482001
494 PD		LOT 24 SAFE DEPOSIT BOXES HSL BANK	Kelly Pleasant	\$75.00	7	3.56	1.69	\$5.25	03 Oct 2019	11 Oct 2019	103430-482001
		Subtotal		\$1,200.61				\$7.03			\$84.04

495 PU-E	TAG #PUE-073425 1999 CHEVROLET 1/2 TON PICKUP TRUCK #651	Jerrett Mabry	\$1,560.00	0	0.00	0.00	0.00	04 Oct 2019	07 Oct 2019	633720-482000
		Subtotal	\$1,560.00	0	0.00	0.00	0.00			
497 PW	TAG #PUE-055526 1993 FORD SUPER DUTY BUCKET TRUCK #266	Dominique Le Cras	\$5,150.00	0	0.00	0.00	0.00	04 Oct 2019	09 Oct 2019	103451-482000
		Subtotal	\$5,150.00	0	0.00	0.00	0.00			
498 PW	LOT 1 ALUMINUM SIGN 20 IN H X 4 FT W - ALBEMARLE CITY LIMITS	Jerrett Mabry	\$57.00	7	2.71	1.28	\$3.99	04 Oct 2019	07 Oct 2019	103451-482001
499 PW	LOT 2 ALUMINUM SIGN 3 FT H X 7 FT W - ALBEMARLE CITY LIMITS	David McCorkle	\$61.00	7	2.90	1.37	\$4.27	03 Oct 2019	08 Oct 2019	103451-482001
500 PW	LOT 3 ALUMINUM SIGN 42 IN H X 7 FT W - WELCOME TO ALBEMARLE CITY LIMITS	David McCorkle	\$61.00	7	2.90	1.37	\$4.27	03 Oct 2019	08 Oct 2019	103451-482001
501 PW	LOT 4 ALUMINUM SIGN 42 IN H X 7 FT W - WELCOME TO ALBEMARLE CITY LIMITS	David McCorkle	\$71.00	7	3.37	1.60	\$4.97	03 Oct 2019	08 Oct 2019	103451-482001
502 PW	LOT 5 ALUMINUM SIGN 42 IN H X 7 FT W - WELCOME TO ALBEMARLE CITY LIMITS	David McCorkle	\$61.00	7	2.9	1.37	\$4.27	03 Oct 2019	08 Oct 2019	103451-482001
503 PW	LOT 6 ALUMINUM SIGN 42 IN H X 7 FT W - WELCOME TO ALBEMARLE CITY LIMITS	David McCorkle	\$66.00	7	3.14	1.48	\$4.62	03 Oct 2019	08 Oct 2019	103451-482001
504 PW	LOT 7 ALUMINUM SIGN 42 IN H X 7 FT W - WELCOME TO ALBEMARLE CITY LIMITS	David McCorkle	\$71.00	7	3.37	1.6	\$4.97	03 Oct 2019	08 Oct 2019	103451-482001
507 PW	LOT 10 THREE (3) WOODEN ROLLING CHAIRS	Michael Lowe	\$20.30	7	0.96	0.46	\$1.42	04 Oct 2019	10 Oct 2019	103451-482001
508 PW	LOT 11 TWO (2) WOODEN LEG CHAIRS	Rafael Cimmino	\$12.22	7	0.58	0.28	\$0.86	04 Oct 2019	08 Oct 2019	103451-482001
		Subtotal	\$480.52	7	22.83	10.81	\$33.64			
		SUBTOTAL	\$15,812.13		\$79.86	\$37.82	\$117.68			
		4.75% NC Sales Tax	\$79.86							
		2.25% County Sales Tax	\$37.82							
	GRAND TOTAL GOVDEALS CHECK #171017 DATED 10-16-19		\$15,929.81							

MISCELLANEOUS PAYMENT RECPT#: 48154
CITY OF ALBEMARLE
144 NORTH SECOND STREET
P O BOX 190
ALBEMARLE, NC 28002-0190

DATE: 10/31/19 TIME: 12:39:20
CLERK: jpeck DEPT: FINANCE
CUSTOMER#: 0

COMMENT: GOVDEALS 10/21-25/19

CHG: ADMCLR 10-214001 ADMIN 6588.30

AMOUNT PAID: 6588.30

PAID BY: GOV DEALS
PAYMENT METH: CHECK
 171659

REFERENCE:

AMT TENDERED: 6588.30
AMT APPLIED: 6588.30
CHANGE: .00



**GOVDEALS
 SOLD ASSET REPORT**

ELECTRONIC AUCTION
DATE RANGE: SEPTEMBER 23, 2019 - OCTOBER 3, 2019
GovDeals Check #171659 dated 10-24-19, \$6,588.30

Inventory ID	Description	Buyer	Sold Amount	Tax %	SALES TAX			Paid	Picked Up	Account Number
					4.75% 10-123201	2.25% 10-123202	Total Tax			
466 PD	TAG #00458 2013 FORD TAURUS CAR INTERCEPTOR #122	Mike Ilacqua	\$3,040.00	0	0	0	\$0.00	04 Oct 2019	14 Oct 2019	103430-482000
467 PD	TAG #01916 2013 FORD TAURUS CAR INTERCEPTOR #104	Scott Beydler	\$2,520.00	0	0	0	\$0.00	07 Oct 2019	15 Oct 2019	103430-482000
	Subtotal		\$5,560.00		0	0	\$0.00			
490 PD	LOT 20 MEADE ETX SPOTTING SCOPE	Roger Stout	\$125.00	7	5.94	2.81	\$8.75	07 Oct 2019	17 Oct 2019	103430-482001
			\$125.00		5.94	2.81	\$8.75			
	Subtotal		\$825.00		0	0	\$0.00			
496 PU-W/S	2001 HUMBOLDT CENTRIFUGE WITH DODGE AUGERS & T&G CONTROLS	Ronald Mayo	\$825.00	0	0	0	\$0.00	09 Oct 2019	17 Oct 2019	613710-482001
			\$825.00		0	0	\$0.00			
	Subtotal		\$825.00		0	0	\$0.00			
505 PW	LOT 8 WOODEN DESK 29 IN H X 6 F L X 3 FT W	Charles Taylor	\$25.00	7	1.19	0.56	\$1.75	09 Oct 2019	17 Oct 2019	103451-482001
506 PW		Charles Taylor	\$25.00	7	1.19	0.56	\$1.75	09 Oct 2019	17 Oct 2019	103451-482001
509 PW	LOT 12 SANYO 26 IN LCD TV	Gary Ratliff	\$15.00	7	0.71	0.34	\$1.05	05 Oct 2019	14 Oct 2019	103451-482001
			\$65.00		3.09	1.46	\$4.55			
	Subtotal		\$65.00		3.09	1.46	\$4.55			
	SUBTOTAL		\$6,575.00		\$9.03	\$4.27	\$13.30			
	4.75% NC Sales Tax		\$9.03							
	2.25% County Sales Tax		\$4.27							
	GRAND TOTAL GOVDEALS CHECK #171659 DATED 10-24-19		\$6,588.30							

MISCELLANEOUS PAYMENT RECPT#: 48219
CITY OF ALBEMARLE
144 NORTH SECOND STREET
P O BOX 190
ALBEMARLE, NC 28002-0190

DATE: 11/13/19 TIME: 11:25:08
CLERK: cpooler DEPT: FINANCE
CUSTOMER#: 0

COMMENT: GOVDEALS OCT 21-25*19

CHG: ADMCLR 10-214001 ADMIN 10300.00

REVENUE:
1 10 214001 -10300.00
 ADMIN
CASH:
 00 112000 10300.00
 A/P CASH

AMOUNT PAID: 10300.00

PAID BY: GOVDEALS
PAYMENT METH: CHECK
 172906

REFERENCE:

AMT TENDERED: 10300.00
AMT APPLIED: 10300.00
CHANGE: .00



GOVDEALS
SOLD ASSET REPORT
RE - ELECTRONIC AUCTION
 DATE RANGE: OCTOBER 21 - 25, 2019
 GovDeals Check #172906 dated 11-07-19, \$10,300.00

ID	Inventory ID	Description	Buyer	Sold Amount	Tax %	SALES TAX			Paid	Picked Up	Account Number
						4.75% 10-123201	2.25% 10-123202	Total Tax			
470 PD		TAG #38543 2011 HARLEY DAVIDSON FLHTP MOTORCYCLE #175	Denise Buchanan	\$10,300.00	0	\$0.00	\$0.00	\$0.00	30 Oct 2019	01 Nov 2019	103430-482000
				Subtotal		\$0.00	\$0.00	\$0.00			

SUBTOTAL \$10,300.00
 4.75% NC Sales Tax \$0.00
 2.25% County Sales Tax \$0.00

GRAND TOTAL GOVDEALS CHECK #172906 DATED 11-07-19 \$10,300.00

Print

Title – Consider Resolution for Capital Reserve Fund for Sidewalk Improvements

Description:

This resolution is to set up a Capital Reserve Fund for the Fee-In-Lieu of installation program that Council approved back in August 2019. The program is for improvements such as sidewalks, pathways, greenways, etc. Citizens apply to be a part of this program and if approved give the City money based on an estimated cost to construct a sidewalk or other related improvement in front of their property. The City holds the funds until enough accumulates that a larger project can be completed at one time.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
<input type="checkbox"/> Resolution_20-06_Adopting_the_Capital_Reserve_Fund_for_Improvements.docx	Resolution for Capital Reserve Fund for Improvements

APPROVALS:

Date/Time:	Approval:	Department:	

Resolution 20-06

Establishment and Maintenance of the
Sidewalk Capital Reserve Fund

WHEREAS, on August 5, 2019, the City Council of the City of Albemarle (“City Council”) approved Ordinance 19-26 to establish the optional fee-in-lieu of installation program; and

WHEREAS, on August 5, 2019, the City Council adopted a map designating the appropriate pedestrian improvement zones in five separate districts; and

WHEREAS, the City is responsible for: 1) holding all funds in a separate account or otherwise ensuring their designation and continued availability only on applicable projects, 2) ensuring funds from each specific property must be spent within the corresponding pedestrian improvement zone they are located in at the time of application, and 3) using funds for pedestrian network improvements only.

NOW, THEREFORE, BE IT RESOLVED by the City Council of as follows:

Section 1. The City Council hereby creates a Capital Reserve Fund for the purpose of constructing and maintaining a pedestrian network, including but not limited to sidewalks, shared-use/multi-use pathways, and greenways.

Section 2. The Fund will remain operational for the duration City Council authorizes the fee-in-lieu of installation program to continue. Each of the five designated districts will accumulate funds individually for a period of time as determined by the funding requirements for particular projects.

Section 3. The total amount of funds each pedestrian improvement zone district will accumulate is expected not to exceed fifty thousand dollars (\$50,000) before the funds are appropriated to a project.

Section 4. Funds will be derived from individual applicants that are approved by the program. Funds from separate applications for properties within the same pedestrian improvement zone district may be combined together and used on larger projects, or used in conjunction with City designated funding sources or as matches on grants so long as these are also for pedestrian improvements.

Approved this 1st day of June, 2020

By: _____
Mayor G. “Ronnie” Michael

Clerk

(SEAL)

Print

Title – Consider City Council Summer Meeting Schedule

Description:

For the last few years, the City Council traditionally has met once a month during the months of June, July and August. It looks we will have a need to meet June 15, leaving July and August for consideration. If this is the case, distancing the meetings equally would be July 13 and August 10. These meetings have also traditionally been scheduled for 6:00 p.m.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
No Attachments Available	

APPROVALS:

Date/Time:	Approval:	Department:	
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Print

Title – Discussion of 2020 Albemarle Christmas Parade Dates

Description:

For the last few years the Albemarle Christmas Parade has taken place on the second Saturday of December. This year that date will be December 12. Mayor Pro Tem Martha Sue Hall has requested that Council discuss this topic. Mainstreet Director, Joy Almond, will be in attendance to respond to questions.

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
No Attachments Available	

APPROVALS:

Date/Time:	Approval:	Department:	
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Print

Title – Adjournment until Monday, June 15, 2020 at 7:00 pm

Description:

Is this item budgeted?

Not Applicable

Fiscal Impact:

Management Recommendation:

ATTACHMENTS:

Name:	Description:
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No Attachments Available

APPROVALS:

Date/Time:	Approval:	Department:	
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