

TOWN OF OAK RIDGE

VOLUNTEER APPLICATION FOR BOARD OR COMMISSION



Please return your completed application to the Town Clerk by hand at 8315 Linville Road, by mail to P.O. Box 374 Oak Ridge, NC 27310, or by email to ssmith@oakridgenc.com. Please call (336) 644-7009 with any questions regarding your application.

Please note that Town of Oak Ridge Volunteer Applications are Public Record according to North Carolina law and can be shown to third parties without notice.

Please Type or Print Clearly

- (1) Name: Gigi Williams Date 12-20-22
 (2) Address: 7404 Hadleigh Ct, Oak Ridge 27310
 (3) Email Address: gigiwilliams27101@gmail.com
 (4) Phone Number(s): 336.493.3654

(5) Please indicate on which board you would like to serve by selecting from the following options. Please visit www.oakridge.com for more information and click Board & Committees.

- Beautification Committee:
- Board of Adjustment:
- Finance Committee:
- Historic Preservation Commission:
- Parks & Recreation Advisory Board:
- Planning & Zoning Board:
- Water Committee:
- Tree Board

(6) Where do you reside:
 Incorporated Oak Ridge: For 1.5 Years
 Oak Ridge ETJ: For _____ Years

(7) Are you currently serving on a Town of Oak Ridge Advisory Board? Yes No
 If Yes, which one: _____

(8) Have you previously served on a Town of Oak Ridge Advisory Board? Yes No
 If Yes, Did you complete the term for which you were appointed? Yes No
 If No, Please explain: _____

(9) Where are you currently employed? retired

Current Position or Job Title: _____

Brief Description of Job Duties: _____

(10) Please list any volunteer, professional or civic activities in which you participate:

- Current President of Oak Ridge Garden Club

- Volunteer DAR special events

(11) Any additional information or comments relating to your ability or desire to serve on a Town of Oak Ridge Advisory Board (feel free to attach a resume for additional information):

(12) How did you learn about this volunteer opportunity? Mayor Ann Schneider

(13) For purposes of reporting to the NC Department of the Secretary of State (as required by G.S. 143-157.1), are you: Female: or Male:

This application will stay on file for two years, if not appointed during this time frame; this application will be discarded without notice

For Internal Use Only

Residence: Incorporated ETJ

Date Received: 1/5/23

Board Interview: ___ Date: ___

Nominated: Yes ___ No ___

Appointed: Yes ___ No ___ Date: ___

Term of Office: (3) Years.

Expiration Date: _____

Seat #: ___ on _____ (Board, Committee, Commission)

Assessment Report: Historic Heritage Grants 2016-2022

January 27, 2023

Oak Ridge's Historic Preservation Commission (HPC) is proud of its Historic Heritage Grants and appreciate Ann Schneider's role in its conception and early execution. This innovative approach to protect and save a small town's historic structures, both within and beyond the limits of our Historic District, has been called a model for other North Carolina towns.

Our Historic Heritage Grants have helped owners of historic properties to complete critical repairs which might not otherwise have been possible. The grants also help motivate property owners to assess needs, and to plan repair and restoration projects. The process serves to strengthen and preserve Oak Ridge's rich historic heritage and delivers value to our town. The requirement that property owners contribute at least an equal amount in matching funds – which they often exceed – ensures that the town doesn't bear the full burden of these improvements. This approach is consistent with state statute and affords the town a strategy for contributing to the preservation of its Historic District, which has been called Oak Ridge's signature achievement by former resident and noted preservationist William Schmickle. A copy of the 2022 materials for the grants is attached.

A summary assessment of the successes and challenges of the Historic Heritage Grants is provided below, followed by a series of recommended changes to the program based on our experiences with and observations of grant projects, as well as feedback from property owners.

Successes

In the first six years of the Historic Heritage Grants, we disbursed \$22,800 in grants to support \$125,435 in structural and exterior improvements for 15 projects at key historic properties in Oak Ridge. This represents average annual grant disbursements of \$3,800, leveraging an average of \$17,106 per year in matching funds. Overall, the matching funds represent an impressive 5½-fold impact or a 4.5:1 return on the Town's investment. (These figures do not include grants in the current fiscal year, since grant funds have not yet been fully paid out, pending receipt of final grant reports.) A list of the projects supported follows, and a financial summary of grant amounts and matching funds leveraged is attached.

2016

\$2,000 awarded to the Oak Ridge Foundation to support the repair and restoration of the front and side entrances of Alumni Hall (1914), one of the primary buildings at the Oak Ridge Military Academy and part of the Oak Ridge Military Academy Historic District. Alumni Hall is also a key contributing structure to the Oak Ridge Historic District.

\$2,000 awarded to Gary and Myra Blackburn to support reconstruction of balustrades atop the porch roofs on both sides of the Larkins House (c. 1933) and replacement of window awnings to match early photos of the house. The Larkins House is a contributing structure in the

Oak Ridge Historic District and was recognized by the Town of Oak Ridge with a historic marker in 2016.

\$1,000 awarded to Theresa Hammond and Roy Nydorf to support the restoration and replacement of exterior window shutters for the front and sides of the Sanders-Blaylock House (c. 1815), which is a Guilford County Historic Landmark located just outside the Oak Ridge Historic District. The Sanders-Blaylock House was recognized by the Town of Oak Ridge with a historic marker in 2008.

\$250 awarded to Barry and Susie Westmoreland to support the replacement of the front half of the roof of the J. L. Sawyer House (c. 1919) with shingles designed to mimic the dimensional appearance of the original cedar shake roof. The Sawyer House is a contributing structure in the Oak Ridge Historic District and was recognized by the Town of Oak Ridge with a historic marker in 2014.

2017

\$2,000 awarded to the St. James African Methodist Church to make much-needed architectural repairs to the church's bell tower and windows. The church site was purchased in 1889 by Oak Ridge's oldest African American congregation. Its sanctuary served as a classroom for African American students until a schoolhouse (no longer extant) was built nearby, circa 1915. The cemetery behind this historic church includes graves from early 1900s.

\$2,000 awarded to Amy Klug to clean and repaint the Old Mill of Guilford's iconic red waterwheel. The original water-powered mill was built in 1767 and later moved downstream in 1818 to the current structure. It is among the oldest operating gristmills in the country and is included on the National Register of Historic Places

\$800 awarded to Frank and Linda Kelleher to restore the historic entryway of the Mattie Benbow House. Built c. 1920, this modest Dutch Colonial home once served as the parsonage for the local Methodist Church and is located in the Historic District.

\$300 awarded to Samantha and Scott Dell to restore the c. 1935 tobacco barn at 4405 Stafford Glen Court in Oak Ridge. The small barn was once used to cure tobacco on the Tilley Farm. Secondary structures like this tobacco barn are rapidly disappearing from our local and state landscape and are an important reminder of the agricultural and rural roots of our community.

2018

2,000 awarded to the St. James African Methodist Church to make architectural repairs to the church's soffits and fascia's and to paint the entire structure. The HPC recruited volunteers to help wash, scrap, caulk, and paint the Church.

\$2,000 awarded to Amy Klug to restore the stone wall on the Old Mill of Guilford property which lines a road that once connected Alcorn Road to what is now NC 68. The road is an integral part of the mill's history and has been photographed countless times.

2019

\$2,000 awarded to Kyle and Anna Smythe for Brick re-pointing and installation of chimney caps at the Charles Benbow House. The home, built circa 1823, is a rare example in Guilford County of a brick structure built pre-Civil War, is listed on the National Register of Historic Places, and is among the show places of the Historic District.

\$2,000 awarded to Drew Donnell to support the restoration and repair of the original skylight and install new roof shingles on the D.L. Donnell Stone House. Built in 1923, the D. L. Donnell (Stone) House was originally a log house (c. 1900s). After it burned, D.L. Donnell re-built using locally gathered stone.

2020

\$2,000 awarded to Amy Klug to restore the Old Mill of Guilford's Stone Steps that lead to the creek. The stone steps are an integral part of the mill's history and have been photographed countless times.

2021

\$700 awarded to Amy Klug to restore the Old Mill of Guilford's Stone Retaining Wall. The stone wall serves as a retaining wall that protects the below-grade storage area. The area near the retaining wall was replanted by the Oak Ridge Garden Club.

\$2,000 awarded for an out-of-cycle award to Ralph and Joyce Biggs to stabilize the foundation of the H. C. Garner House. The house was built in 1918 by Harry and Mary Stack Gardner and in recent years has served as a commercial property. It is a contributing structure in the Oak Ridge Historic District. Maintaining and finding viable uses for historic structures ensures their preservation and the town's historic heritage.

2022

\$1,400 awarded to Drew Donnell to remove a tree trunk and dead branches at the Donnell Stone House. The tree trunk displaced a gabled roof on the 99-year-old home and dead branches were a hazard to the structure. The Donnell Stone House is a contributing structure in the Oak Ridge Historic District. ***(Project not yet complete, so grant funds not yet disbursed.)***

\$2,000 awarded for an out-of-cycle grant award to the Oak Ridge Foundation for the Front Porch restoration of Maple Glade. Maple Glade is one of the jewels of the Oak Ridge Military Academy Campus. The home is often used for school photographs, such as Graduating Class Members, and the graduation ceremony is held on the front porch. ***(Project complete, but grant funds not yet disbursed pending receipt of final grant report.)*** Challenges

Grant Timeline Issues:

Scheduling with specialized contractors and suppliers can be difficult for property owners. Over the years, the Historic Heritage Grants Committee (HHGC) has heard of the difficulties property owners have had in scheduling estimates provided by specialized contractors and suppliers in time to make a grant application under our March deadline. There are also times when a property owner's project schedule – and the availability of contractors and supplies – does not align with our grantmaking schedule, which requires that projects start after July 1 and are completed in approximately nine months. Occasionally, difficulty in securing the required matching funds has also caused delays. In addition, we have received a few requests for out-of-cycle grants when unforeseen issues have arisen that require urgent attention for a variety of reasons. In rare cases, delaying the start of a project may lead to further property damage. In the current economy, a delay may entail increased costs or difficulty in securing a contractor. Fortunately, with Town Council's approval, we have been able to fund two out-of-cycle grant requests over the past few years.

Application Numbers:

We have received an average of 3.2 applications per year, highlighting the ongoing challenge of encouraging historic property owners to take advantage of the Historic Heritage Grants. Often, the greatest challenge for property owners is putting together the required project estimates and having funds available for the required match.

Recommendations

Increase Grant Amount:

The maximum annual grant amount of \$2,000 has not changed since the inception of the Historic Heritage Grants in 2016. As we move forward in this changing economy, the HHGC would like to request that the maximum annual grant amount for non-profit property owners be increased to \$4,000, while increasing the maximum annual grant amount for all other applications to \$3,000. If these increases are approved, we would request an increase in annual grant funding for the program from \$5,000 to \$8,500. We believe this increase will help motivate historic property owners to initiate renovation and restoration that will benefit our community.

Increase Flexibility for Grant Applications:

The HHGC would like to continue its consideration of grant applications under an annual deadline, while adding the option to submit applications at other times of the year, so long as the applicant can provide a clear justification. In cases where the justification is not clear, we would encourage applicants to submit under the annual deadline. We understand that this change will require careful management of our grant budget in order to ensure that funds are available when needed. Since peer review is essential to the consideration of all applications and to upholding the Historic Heritage Grant program's high standards, we would shift to an annual agreement with our outside reviewers, whereby we could call on their expertise whenever we accept an application. Currently, we pay two reviewers \$100 each annually; in

recognition of their service and willingness to accommodate out-of-cycle applications, we propose increasing this amount to \$150 each (for a total of \$300 annually).

Encourage More Applications:

In several cases over the past few years, HPC members have worked closely with potential applicants to help them develop eligible projects and locate specialized contractors and suppliers appropriate to their project. Moving forward, we plan to continue and possibly increase our efforts in this area by targeting potential projects and reaching out to property owners.

Conclusion

The Historic Preservation Commission and Historic Heritage Grant Committee appreciate this opportunity to submit our assessment of the Historic Heritage Grant program. We welcome questions and comments from staff and Town Council, and hope that our recommendations will be approved. We believe this program plays a vital role in our community and that the recommendations included in this report are in our town's best interests.

Attachments:

Historic Heritage Grants 2016-2022: Financial Summary
2022 Historic Heritage Grant Information Sheet & Application

Historic Heritage Grants 2016-2022: Financial Summary for Assessment Report

January 27, 2023

Year Grantee	Grant Award	Anticipated Project Cost	Actual Matching Funds	Approved Expenditures	Project Description
1 FY 2016-17					
Alumni Hall ORMA - Oak Ridge Foundation	\$2,000	\$16,000	\$19,500	\$21,500	Restoration of front and side entrances
R.P. Larkins House - Blackburn	\$2,000	\$7,000	\$5,350	\$7,350	Reconstruct balustrades
Sanders-Blaylock House - Hammond & Nydorf	\$1,000	\$5,000	\$4,239	\$5,239	Restore window shutters
J.L. Sawyer House - Westmoreland	\$250	\$2,800	\$2,625	\$2,875	Replace front half of roofing
Annual Totals	\$5,250	\$30,800	\$31,714	\$36,964	
2 FY 2017-18					
Tobacco barn - Dell	\$300	\$2,000	\$2,177	\$2,477	Restore tobacco barn
Stafford/Linville House Steps - Kelleher	\$800	\$1,600	\$1,120	\$1,920	Restore historic entry steps
Old Mill - Klug	\$2,000	\$4,000	\$2,580	\$4,580	Clean & paint water wheel
St. James AME Church	\$2,000	\$3,000	\$1,000	\$3,000	Restoration of bell tower
Annual Totals	\$5,100	\$10,600	\$6,877	\$11,977	
3 FY 2018-19					
St. James AME Church	\$2,000	\$4,853	\$4,949	\$6,949.00	Soffit and fascia repairs and paint entire church
Old Mill - Alice Y. Klug	\$2,000	\$4,269	\$2,269	\$4,269.00	Stone wall repair
Annual Totals	\$4,000	\$9,122	\$7,218	\$11,218	
4 FY 2019-20					
Charles Benbow House - Smythe	\$2,000	\$8,675	\$29,441	\$31,441	Repointing bricks, restore and caulk windows
Donnell Stone House - Donell	\$2,000	\$9,250	\$8,878	\$10,878	Skylight restoration, repair roof & replace copper flashing
Annual Totals	\$4,000	\$17,925	\$38,319	\$42,319	

5	FY 2020-21						
	Old Mill - Klug		<u>\$1,750</u>	<u>\$3,500</u>	<u>\$2,450</u>	<u>\$4,200</u>	Restore stone steps
	Annual Totals		\$1,750	\$3,500	\$2,450	\$4,200	
6	FY 2021-22						
	Old Mill - Klug		\$700	\$1,400	\$700	\$1,400	Restore stone retaining wall
	H.C. Gardner House - Biggs		\$2,000	\$17,357	\$15,357	\$17,357	Out-of-cycle grant - Replace structural foundation beam
	Annual Totals		\$2,700	\$18,757	\$16,057	\$18,757	
7	FY 2022-23						
	Donnell Stone House - Donell*		\$1,400	\$2,800	TK	TK	Tree removal from roof and house
	Maple Glade ORMA - Oak Ridge Foundation*		\$2,000	\$4,450	TK	TK	Out-of-cycle grant - Maple Glade front porch restoration
	Annual Totals		\$3,400	\$7,250	\$0	\$0	
			<u><u>\$26,200</u></u>	<u><u>\$97,954</u></u>	<u><u>\$102,635</u></u>	<u><u>\$125,435</u></u>	
		<i>Average annual totals for 2016-2022</i>	\$3,800.00		\$17,105.83	\$20,905.83	
		<i>Average grant amount for 2016-2022</i>	\$1,520.00				

* Awaiting grant report; grant funds not yet disbursed

MEMORANDUM

TO: Town Council
FROM: Bill Bruce
DATE: February 2, 2023
RE: Haw River Road Safety

Following the tragic death of 14-year-old Aliyah Thornhill in a crash on Haw River Road on October 31, 2022, leaders in Oak Ridge and Stokesdale have now received NCDOT's expedited accident report and analysis of road conditions and traffic.

NCDOT's investigation noted wet and foggy weather conditions on the night of the accident but concluded that speed was not a contributing factor. Although 11-year-old Noah Chambers also died tragically in 2019 on Haw River Road, NCDOT stated that the circumstances of the two accidents were very different. They also noted that historic data for the area did not reveal any unusual accident patterns on the road.

NCDOT conducted a speed and traffic analysis along the roadway as well, revealing that higher speeds are most prevalent in the largely non-residential areas west of Linville Road. As they continue east, drivers typically slow to average of 45 mph as they approach the more residential areas of the road. Since the 45-mph speed limit is already below the NCDOT's recommended speed of 50 mph for this road – which is 3.65 miles long and spans two counties – the agency does not believe a lower speed limit is warranted.

Understanding that residents of Oak Ridge and Stokesdale remain interested in increasing safety on Haw River Road, NCDOT recommended other strategies to slow traffic, including placement of a permanent digital radar sign on Haw River Road, placed east of Linville Road to help slow drivers as they approach the more residential portions of the road. The signs would be installed on Town-owned and NCDOT approved breakway posts and would be maintained by the Town. Costs are roughly \$4,000 per sign, can be powered by solar-charged batteries, and includes software that can collect speed data and allows the sign to be programmed from a remote location.

Requested Actions:

Instruct staff regarding the purchase and installation of a digital radar speed sign on Haw River Road.





RESOLUTION R-2023-02

RESOLUTION FOR HERITAGE FARM PARK BID AWARD

WHEREAS, on January 10, 2023, the Town of Oak Ridge received one bid for construction of Heritage Farm Park Phase One, following advertisement of a formal Request for Proposals pursuant to N. C. Gen. Stat. § 143-129; and

WHEREAS, the Town of Oak Ridge re-advertised the Request for Proposals and subsequently received one bid for \$5,444,000.00, which was opened publicly on January 26, 2023; and

WHEREAS, the Town has negotiated with the bidder to reduce the proposed contract to \$4,750,000.00; and

WHEREAS, the Town's engineer has provided the Town Council with its opinion that the submitted bid is responsible and responsive to the Town's Request for Proposals.

NOW, THEREFORE, be it resolved that the Town Council of the Town of Oak Ridge accepts the bid submitted by Bar Construction for \$4,750,000.00 for construction of Heritage Farm Park Phase One, subject to approval of financing by the N.C. Local Government Commission, and instructs the Town Manager and Finance Officer to execute the proposed contract.

Approved this _____ day of _____, 2023.

Ann K. Schneider
Mayor

Attest:

Sandra B. Smith, CMC, NCCMC
Asst. Town Manager/Town Clerk



RESOLUTION R-2023-03

RESOLUTION APPROVING FINANCING TERMS

WHEREAS, the Town of Oak Ridge (“Borrower”) has previously determined to finance the construction of Heritage Farm Park (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated January 12, 2023, or as such proposal may be supplemented or amended by Lender and the Borrower in writing. The amount financed shall not exceed \$3,000,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.94 percent, and the financing term shall not exceed fifteen (15) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and Deed of Trust and such other documents as Lender may request. Pursuant to the Financing Agreement and Deed of Trust, (a) Lender will advance moneys to the Borrower to pay the costs of the Project and the financing costs related thereto, and the Borrower will repay such advance installments, and (b) the Borrower will grant a lien on Town hall with adjoining parking lot and land to Lender as security for such advance.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer’s satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as “qualified tax-exempt obligations” for the purpose of Internal Revenue Code Section 265(b)(3).

5. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this _____ day of _____, 2023.

Ann K. Schneider
Mayor

Attest:

Sandra B. Smith, CMC, NCCMC
Asst. Town Manager/Town Clerk



RESOLUTION R-2023-04

CAPITAL PROJECT BUDGET ORDINANCE FOR THE TOWN OF OAK RIDGE

BE IT ORDAINED by the Town Council of Oak Ridge that, pursuant to N.C. Gen. Stat. § 159-13.2, the following capital project ordinance is hereby adopted:

Section 1: The project authorized by this ordinance is the construction of Phase One of Heritage Farm Park, and includes a parking lot and access drive, two multi-purpose athletic fields, a walking trail, restroom building, playground, picnic shelter, and associated appurtenances.

Section 2: The Parks and Recreation Director and the Town Manager are hereby authorized to proceed with the capital project within the guidelines set by the budget contained herein.

Section 3: The following amounts are appropriated for the project:

Phase One Heritage Farm Park	\$ 4,750,000
Athletic Field Lighting	<u>\$ 422,500</u>
TOTAL	\$5,172,500

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

American Rescue Plan Act (ARPA) appropriation	\$1,656,102
PARTF grant	\$ 490,000
Proceeds from installment contract	\$3,000,000
Fund balance appropriation	<u>\$ 26,398</u>
TOTAL	\$5,172,500

Section 5: The Finance Officer is hereby authorized to transfer appropriations as set forth herein between line item expenditures as he deems necessary during the course of development of the project, provided that (a) the amount of any such transfer shall not exceed total \$5,172,500 approved for the project without prior approval of the Council, and (b) the finance officer make periodic reports of all such transfers at regular Council meetings.

Section 6: Copies of this capital project ordinance shall be furnished to the Town Clerk, the Town Manager, the Mayor, and the Finance Officer for direction in carrying out the project.

ADOPTED this 2nd day of February, 2023.

Sandra B. Smith, CMC, NCCMC
Asst. Town Manager/Town Clerk

Ann Schneider
Mayor

Samuel K. Anders, CPA, MSA
Finance Officer

Bill Bruce
Town Manager



Truist Financial Corporation

Governmental Finance
5130 Parkway Plaza Blvd.
Charlotte, North Carolina 28217
Phone (704) 954-1700

January 12, 2023

Mr. Samuel Anders
Town of Oak Ridge
8315 Linville Rd.
Oak Ridge, NC 27310

Revised: January 20, 2023

Dear Mr. Anders:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the Town of Oak Ridge, NC ("Borrower").

PROJECT: Heritage Farm Park Loan

AMOUNT: \$3,000,000

TERM: 15 years

INTEREST RATE: 3.94%

TAX STATUS: Tax Exempt – Bank Qualified

PAYMENTS: Interest: Monthly
Principal: Monthly

INTEREST RATE CALCULATION: 30/360

SECURITY: First lien security interest on Town Hall, parking lot, and adjacent land.

PREPAYMENT TERMS: Prepayable in whole during the first five years with a one percent prepayment penalty. Borrower will have the ability to prepay in whole without penalty after that point. Partial prepayment will be allowed after the fifth anniversary of loan closing once per year, on the anniversary date of the loan closing.

Borrower will also be allowed to make partial prepayment once per year during the term of the loan with excess loan proceeds.

RATE EXPIRATION: March 15, 2023

DOCUMENTATION/ LEGAL REVIEW FEE: \$5,900

FUNDING: Proceeds will be deposited into an account held at Truist at closing pending disbursement for project costs.

DOCUMENTATION: Lender and its counsel shall prepare the deed of trust and all documentation for the Borrower. We shall provide a sample of all required documentation to you and your counsel if Lender is the successful proposer. Lender will not require a survey or title insurance. Evidence of LGC approval is required when applicable. At a minimum, Lender shall require flood insurance, if applicable.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with state statutes or the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.

REPORTING REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (803) 251-1328 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank


Andrew G. Smith
Managing Director

Resolution Approving Financing Terms

WHEREAS, the Town of Oak Ridge (“Borrower”) has previously determined to finance the construction of Heritage Farm Park (the “Project”), and the Finance Director has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated January 12, 2023, or as such proposal may be supplemented or amended by Lender and the Borrower in writing. The amount financed shall not exceed \$3,000,000, the annual interest rate (in the absence of default or change in tax status) shall not exceed 3.94%, and the financing term shall not exceed fifteen (15) years from the date of closing.

2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and Deed of Trust and such other documents as Lender may request. Pursuant to the Financing Agreement and Deed of Trust, (a) Lender will advance moneys to the Borrower to pay the costs of the Project and the financing costs related thereto, and the Borrower will repay such advance in installments, and (b) the Borrower will grant a lien on Town Hall with adjoining parking lot and land to Lender as security for such advance.

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to the Finance Officer’s satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer’s release of any Financing Document for delivery constituting conclusive evidence of such officer’s final approval of the Document’s final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as “qualified tax-exempt obligations” for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower’s official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower’s general fund or any other Borrower fund related to the Project, for costs of the Project may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this ___ day of _____, 20__

By: _____

By: _____

Title: _____

Title: _____

SEAL

Town of Oak Ridge, NC - Heritage Farm Park (2023 DRAFT)

Compounding Period: Monthly

Nominal Annual Rate: 3.940%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	01/31/2023	3,000,000.00	1		
2 Payment	02/28/2023	Fixed Principal	180	Monthly	01/31/2038
	Principal payment amount	16,666.67			

TValue Amortization Schedule- Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	01/31/2023				3,000,000.00
1	02/28/2023	26,516.67	9,850.00	16,666.67	2,983,333.33
2	03/31/2023	26,461.95	9,795.28	16,666.67	2,966,666.66
3	04/30/2023	26,407.23	9,740.56	16,666.67	2,949,999.99
4	05/31/2023	26,352.50	9,685.83	16,666.67	2,933,333.32
5	06/30/2023	26,297.78	9,631.11	16,666.67	2,916,666.65
2023 Totals		132,036.13	48,702.78	83,333.35	
6	07/31/2023	26,243.06	9,576.39	16,666.67	2,899,999.98
7	08/31/2023	26,188.34	9,521.67	16,666.67	2,883,333.31
8	09/30/2023	26,133.61	9,466.94	16,666.67	2,866,666.64
9	10/31/2023	26,078.89	9,412.22	16,666.67	2,849,999.97
10	11/30/2023	26,024.17	9,357.50	16,666.67	2,833,333.30
11	12/31/2023	25,969.45	9,302.78	16,666.67	2,816,666.63
12	01/31/2024	25,914.73	9,248.06	16,666.67	2,799,999.96
13	02/29/2024	25,860.00	9,193.33	16,666.67	2,783,333.29
14	03/31/2024	25,805.28	9,138.61	16,666.67	2,766,666.62
15	04/30/2024	25,750.56	9,083.89	16,666.67	2,749,999.95
16	05/31/2024	25,695.84	9,029.17	16,666.67	2,733,333.28
17	06/30/2024	25,641.11	8,974.44	16,666.67	2,716,666.61
2024 Totals		311,305.04	111,305.00	200,000.04	
18	07/31/2024	25,586.39	8,919.72	16,666.67	2,699,999.94
19	08/31/2024	25,531.67	8,865.00	16,666.67	2,683,333.27
20	09/30/2024	25,476.95	8,810.28	16,666.67	2,666,666.60
21	10/31/2024	25,422.23	8,755.56	16,666.67	2,649,999.93
22	11/30/2024	25,367.50	8,700.83	16,666.67	2,633,333.26
23	12/31/2024	25,312.78	8,646.11	16,666.67	2,616,666.59
24	01/31/2025	25,258.06	8,591.39	16,666.67	2,599,999.92
25	02/28/2025	25,203.34	8,536.67	16,666.67	2,583,333.25

26	03/31/2025	25,148.61	8,481.94	16,666.67	2,566,666.58
27	04/30/2025	25,093.89	8,427.22	16,666.67	2,549,999.91
28	05/31/2025	25,039.17	8,372.50	16,666.67	2,533,333.24
29	06/30/2025	24,984.45	8,317.78	16,666.67	2,516,666.57
2025 Totals		303,425.04	103,425.00	200,000.04	
30	07/31/2025	24,929.73	8,263.06	16,666.67	2,499,999.90
31	08/31/2025	24,875.00	8,208.33	16,666.67	2,483,333.23
32	09/30/2025	24,820.28	8,153.61	16,666.67	2,466,666.56
33	10/31/2025	24,765.56	8,098.89	16,666.67	2,449,999.89
34	11/30/2025	24,710.84	8,044.17	16,666.67	2,433,333.22
35	12/31/2025	24,656.11	7,989.44	16,666.67	2,416,666.55
36	01/31/2026	24,601.39	7,934.72	16,666.67	2,399,999.88
37	02/28/2026	24,546.67	7,880.00	16,666.67	2,383,333.21
38	03/31/2026	24,491.95	7,825.28	16,666.67	2,366,666.54
39	04/30/2026	24,437.23	7,770.56	16,666.67	2,349,999.87
40	05/31/2026	24,382.50	7,715.83	16,666.67	2,333,333.20
41	06/30/2026	24,327.78	7,661.11	16,666.67	2,316,666.53
2026 Totals		295,545.04	95,545.00	200,000.04	
42	07/31/2026	24,273.06	7,606.39	16,666.67	2,299,999.86
43	08/31/2026	24,218.34	7,551.67	16,666.67	2,283,333.19
44	09/30/2026	24,163.61	7,496.94	16,666.67	2,266,666.52
45	10/31/2026	24,108.89	7,442.22	16,666.67	2,249,999.85
46	11/30/2026	24,054.17	7,387.50	16,666.67	2,233,333.18
47	12/31/2026	23,999.45	7,332.78	16,666.67	2,216,666.51
48	01/31/2027	23,944.73	7,278.06	16,666.67	2,199,999.84
49	02/28/2027	23,890.00	7,223.33	16,666.67	2,183,333.17
50	03/31/2027	23,835.28	7,168.61	16,666.67	2,166,666.50
51	04/30/2027	23,780.56	7,113.89	16,666.67	2,149,999.83
52	05/31/2027	23,725.84	7,059.17	16,666.67	2,133,333.16
53	06/30/2027	23,671.11	7,004.44	16,666.67	2,116,666.49
2027 Totals		287,665.04	87,665.00	200,000.04	
54	07/31/2027	23,616.39	6,949.72	16,666.67	2,099,999.82
55	08/31/2027	23,561.67	6,895.00	16,666.67	2,083,333.15
56	09/30/2027	23,506.95	6,840.28	16,666.67	2,066,666.48
57	10/31/2027	23,452.22	6,785.55	16,666.67	2,049,999.81
58	11/30/2027	23,397.50	6,730.83	16,666.67	2,033,333.14
59	12/31/2027	23,342.78	6,676.11	16,666.67	2,016,666.47
60	01/31/2028	23,288.06	6,621.39	16,666.67	1,999,999.80
61	02/29/2028	23,233.34	6,566.67	16,666.67	1,983,333.13
62	03/31/2028	23,178.61	6,511.94	16,666.67	1,966,666.46
63	04/30/2028	23,123.89	6,457.22	16,666.67	1,949,999.79
64	05/31/2028	23,069.17	6,402.50	16,666.67	1,933,333.12
65	06/30/2028	23,014.45	6,347.78	16,666.67	1,916,666.45

2028 Totals	279,785.03	79,784.99	200,000.04	
66 07/31/2028	22,959.72	6,293.05	16,666.67	1,899,999.78
67 08/31/2028	22,905.00	6,238.33	16,666.67	1,883,333.11
68 09/30/2028	22,850.28	6,183.61	16,666.67	1,866,666.44
69 10/31/2028	22,795.56	6,128.89	16,666.67	1,849,999.77
70 11/30/2028	22,740.84	6,074.17	16,666.67	1,833,333.10
71 12/31/2028	22,686.11	6,019.44	16,666.67	1,816,666.43
72 01/31/2029	22,631.39	5,964.72	16,666.67	1,799,999.76
73 02/28/2029	22,576.67	5,910.00	16,666.67	1,783,333.09
74 03/31/2029	22,521.95	5,855.28	16,666.67	1,766,666.42
75 04/30/2029	22,467.22	5,800.55	16,666.67	1,749,999.75
76 05/31/2029	22,412.50	5,745.83	16,666.67	1,733,333.08
77 06/30/2029	22,357.78	5,691.11	16,666.67	1,716,666.41
2029 Totals	271,905.02	71,904.98	200,000.04	
78 07/31/2029	22,303.06	5,636.39	16,666.67	1,699,999.74
79 08/31/2029	22,248.34	5,581.67	16,666.67	1,683,333.07
80 09/30/2029	22,193.61	5,526.94	16,666.67	1,666,666.40
81 10/31/2029	22,138.89	5,472.22	16,666.67	1,649,999.73
82 11/30/2029	22,084.17	5,417.50	16,666.67	1,633,333.06
83 12/31/2029	22,029.45	5,362.78	16,666.67	1,616,666.39
84 01/31/2030	21,974.72	5,308.05	16,666.67	1,599,999.72
85 02/28/2030	21,920.00	5,253.33	16,666.67	1,583,333.05
86 03/31/2030	21,865.28	5,198.61	16,666.67	1,566,666.38
87 04/30/2030	21,810.56	5,143.89	16,666.67	1,549,999.71
88 05/31/2030	21,755.84	5,089.17	16,666.67	1,533,333.04
89 06/30/2030	21,701.11	5,034.44	16,666.67	1,516,666.37
2030 Totals	264,025.03	64,024.99	200,000.04	
90 07/31/2030	21,646.39	4,979.72	16,666.67	1,499,999.70
91 08/31/2030	21,591.67	4,925.00	16,666.67	1,483,333.03
92 09/30/2030	21,536.95	4,870.28	16,666.67	1,466,666.36
93 10/31/2030	21,482.22	4,815.55	16,666.67	1,449,999.69
94 11/30/2030	21,427.50	4,760.83	16,666.67	1,433,333.02
95 12/31/2030	21,372.78	4,706.11	16,666.67	1,416,666.35
96 01/31/2031	21,318.06	4,651.39	16,666.67	1,399,999.68
97 02/28/2031	21,263.34	4,596.67	16,666.67	1,383,333.01
98 03/31/2031	21,208.61	4,541.94	16,666.67	1,366,666.34
99 04/30/2031	21,153.89	4,487.22	16,666.67	1,349,999.67
100 05/31/2031	21,099.17	4,432.50	16,666.67	1,333,333.00
101 06/30/2031	21,044.45	4,377.78	16,666.67	1,316,666.33
2031 Totals	256,145.03	56,144.99	200,000.04	
102 07/31/2031	20,989.72	4,323.05	16,666.67	1,299,999.66
103 08/31/2031	20,935.00	4,268.33	16,666.67	1,283,332.99
104 09/30/2031	20,880.28	4,213.61	16,666.67	1,266,666.32

105	10/31/2031	20,825.56	4,158.89	16,666.67	1,249,999.65
106	11/30/2031	20,770.84	4,104.17	16,666.67	1,233,332.98
107	12/31/2031	20,716.11	4,049.44	16,666.67	1,216,666.31
108	01/31/2032	20,661.39	3,994.72	16,666.67	1,199,999.64
109	02/29/2032	20,606.67	3,940.00	16,666.67	1,183,332.97
110	03/31/2032	20,551.95	3,885.28	16,666.67	1,166,666.30
111	04/30/2032	20,497.22	3,830.55	16,666.67	1,149,999.63
112	05/31/2032	20,442.50	3,775.83	16,666.67	1,133,332.96
113	06/30/2032	20,387.78	3,721.11	16,666.67	1,116,666.29
2032 Totals		248,265.02	48,264.98	200,000.04	
114	07/31/2032	20,333.06	3,666.39	16,666.67	1,099,999.62
115	08/31/2032	20,278.34	3,611.67	16,666.67	1,083,332.95
116	09/30/2032	20,223.61	3,556.94	16,666.67	1,066,666.28
117	10/31/2032	20,168.89	3,502.22	16,666.67	1,049,999.61
118	11/30/2032	20,114.17	3,447.50	16,666.67	1,033,332.94
119	12/31/2032	20,059.45	3,392.78	16,666.67	1,016,666.27
120	01/31/2033	20,004.72	3,338.05	16,666.67	999,999.60
121	02/28/2033	19,950.00	3,283.33	16,666.67	983,332.93
122	03/31/2033	19,895.28	3,228.61	16,666.67	966,666.26
123	04/30/2033	19,840.56	3,173.89	16,666.67	949,999.59
124	05/31/2033	19,785.84	3,119.17	16,666.67	933,332.92
125	06/30/2033	19,731.11	3,064.44	16,666.67	916,666.25
2033 Totals		240,385.03	40,384.99	200,000.04	
126	07/31/2033	19,676.39	3,009.72	16,666.67	899,999.58
127	08/31/2033	19,621.67	2,955.00	16,666.67	883,332.91
128	09/30/2033	19,566.95	2,900.28	16,666.67	866,666.24
129	10/31/2033	19,512.22	2,845.55	16,666.67	849,999.57
130	11/30/2033	19,457.50	2,790.83	16,666.67	833,332.90
131	12/31/2033	19,402.78	2,736.11	16,666.67	816,666.23
132	01/31/2034	19,348.06	2,681.39	16,666.67	799,999.56
133	02/28/2034	19,293.34	2,626.67	16,666.67	783,332.89
134	03/31/2034	19,238.61	2,571.94	16,666.67	766,666.22
135	04/30/2034	19,183.89	2,517.22	16,666.67	749,999.55
136	05/31/2034	19,129.17	2,462.50	16,666.67	733,332.88
137	06/30/2034	19,074.45	2,407.78	16,666.67	716,666.21
2034 Totals		232,505.03	32,504.99	200,000.04	
138	07/31/2034	19,019.72	2,353.05	16,666.67	699,999.54
139	08/31/2034	18,965.00	2,298.33	16,666.67	683,332.87
140	09/30/2034	18,910.28	2,243.61	16,666.67	666,666.20
141	10/31/2034	18,855.56	2,188.89	16,666.67	649,999.53
142	11/30/2034	18,800.84	2,134.17	16,666.67	633,332.86
143	12/31/2034	18,746.11	2,079.44	16,666.67	616,666.19
144	01/31/2035	18,691.39	2,024.72	16,666.67	599,999.52

145	02/28/2035	18,636.67	1,970.00	16,666.67	583,332.85
146	03/31/2035	18,581.95	1,915.28	16,666.67	566,666.18
147	04/30/2035	18,527.22	1,860.55	16,666.67	549,999.51
148	05/31/2035	18,472.50	1,805.83	16,666.67	533,332.84
149	06/30/2035	18,417.78	1,751.11	16,666.67	516,666.17
2035 Totals		224,625.02	24,624.98	200,000.04	
150	07/31/2035	18,363.06	1,696.39	16,666.67	499,999.50
151	08/31/2035	18,308.34	1,641.67	16,666.67	483,332.83
152	09/30/2035	18,253.61	1,586.94	16,666.67	466,666.16
153	10/31/2035	18,198.89	1,532.22	16,666.67	449,999.49
154	11/30/2035	18,144.17	1,477.50	16,666.67	433,332.82
155	12/31/2035	18,089.45	1,422.78	16,666.67	416,666.15
156	01/31/2036	18,034.72	1,368.05	16,666.67	399,999.48
157	02/29/2036	17,980.00	1,313.33	16,666.67	383,332.81
158	03/31/2036	17,925.28	1,258.61	16,666.67	366,666.14
159	04/30/2036	17,870.56	1,203.89	16,666.67	349,999.47
160	05/31/2036	17,815.83	1,149.16	16,666.67	333,332.80
161	06/30/2036	17,761.11	1,094.44	16,666.67	316,666.13
2036 Totals		216,745.02	16,744.98	200,000.04	
162	07/31/2036	17,706.39	1,039.72	16,666.67	299,999.46
163	08/31/2036	17,651.67	985.00	16,666.67	283,332.79
164	09/30/2036	17,596.95	930.28	16,666.67	266,666.12
165	10/31/2036	17,542.22	875.55	16,666.67	249,999.45
166	11/30/2036	17,487.50	820.83	16,666.67	233,332.78
167	12/31/2036	17,432.78	766.11	16,666.67	216,666.11
168	01/31/2037	17,378.06	711.39	16,666.67	199,999.44
169	02/28/2037	17,323.33	656.66	16,666.67	183,332.77
170	03/31/2037	17,268.61	601.94	16,666.67	166,666.10
171	04/30/2037	17,213.89	547.22	16,666.67	149,999.43
172	05/31/2037	17,159.17	492.50	16,666.67	133,332.76
173	06/30/2037	17,104.45	437.78	16,666.67	116,666.09
2037 Totals		208,865.02	8,864.98	200,000.04	
174	07/31/2037	17,049.72	383.05	16,666.67	99,999.42
175	08/31/2037	16,995.00	328.33	16,666.67	83,332.75
176	09/30/2037	16,940.28	273.61	16,666.67	66,666.08
177	10/31/2037	16,885.56	218.89	16,666.67	49,999.41
178	11/30/2037	16,830.83	164.16	16,666.67	33,332.74
179	12/31/2037	16,776.11	109.44	16,666.67	16,666.07
180	01/31/2038	16,721.39	55.32	16,666.07	0.00
2038 Totals		118,198.89	1,532.80	116,666.09	
Grand Totals		3,891,425.43	891,425.43	3,000,000.00	

MEMORANDUM

TO: Town Council

FROM: Bill Bruce

DATE: January 30, 2023

RE: Musco Sports Lighting Purchase Agreement

Please find in your packets a proposed purchase agreement with Musco Sports Lighting, LLC for the purchase of athletic field lighting for Heritage Farm Park, including design, layout, and installation. Total cost of the purchase agreement is \$422,500.

Compatibility with the Town's existing Musco control system, in place at Town Park, is an essential consideration. Consequently, The Town is using a statutory exception to bidding laws that applies to purchase contracts when standardization or compatibility is the overriding consideration (G.S. 143-129(e)(6)). The Town attorney concurs with this opinion.

The purchase contract has been reviewed by the Town Attorney and Finance Officer. An addendum to the purchase contract that incorporates the product warranty has been drafted by the Town Attorney, for incorporation into the contract.

Requested Actions:

Approve the attached purchase agreement, with addendum, with Musco Sports Lighting, LLC for \$422,500.



Purchase Agreement

Date: January 19, 2023

Project Name: Heritage Farm Park Soccer

Project #: 175951

<p>1. SELLER NAME AND ADDRESS: Musco Sports Lighting, LLC ("Musco") 100 1st Avenue West / PO Box 808 Oskaloosa, IA 52577 Attn: Yuliana Diaz Email: yuliana.diaz@musco.com Telephone: 641-673-0411 800-825-6020 ext. 4073</p>	<p>2. BUYER NAME AND ADDRESS: Town of Oak Ridge (The "Buyer") PO Box 374 Oak Ridge, NC 27310 Telephone: 336-644-7009</p>
<p>3. OWNER NAME AND ADDRESS: Town of Oak Ridge PO Box 374 Oak Ridge, NC 27310 Telephone: 336-644-7009</p>	<p>4. SHIPPING NAME AND ADDRESS: Heritage Farm Park Oak Ridge Road Oak Ridge, NC 27310 Telephone: 336-644-7009</p>
<p>5. WARRANTY CONTACT: Town of Oak Ridge PO Box 374 Oak Ridge, NC 27310 Telephone: 336-644-7009</p>	<p>6. FACILITY NAME AND ADDRESS: Heritage Farm Park Oak Ridge Road Oak Ridge, NC 27310</p>

7. EQUIPMENT DESCRIPTION – Musco shall sell, transfer, and deliver to Buyer, and Buyer will purchase, accept, and pay for the following goods (The "Equipment") in accordance with the "Total Price" paragraph of this Agreement:

Light-Structure System™ Foundation-to-Poletop Lighting System with Controls:

- 6 – Pre-cast concrete bases with integrated lightning grounding
- 6 – 70 ft. galvanized steel poles
- 40 – Total Light Control™ TLC-LED-1500 factory-aimed and assembled luminaires
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Built to the following specifications (voltage/phase need confirmed):

- Driver input voltage: 480 / Phase to pole: 3
- Structural integrity is based upon IBC 2015, 115 mph, exposure C
- Light levels: 30 footcandles

8. RESPONSIBILITIES OF THE BUYER AND/OR THIRD PARTY – Buyer/Third Party agrees to: Refer to responsibilities listed in the Installation Scope of Work in Exhibit A.

9. MUSCO CONTROL-LINK® CONTROL SYSTEM – Musco agrees to provide design and layout for the control system. In addition to the Equipment, Musco agrees to provide the following: Control-Link Central™ customer support services: commission the system; monitor and report system alarms; provide automated facility management reports; provide on-off schedules via Control-Link Central™ app or website, email, phone call or fax; and provide technical support 24 hours a day, seven days a week.

10. MUSCO SERVICES – Musco agrees to provide, itself or through its subcontractors, design, layout, testing and commissioning for the Equipment and the following (collectively, The "Services"): Installation – Refer to the Installation Scope of Work in Exhibit A.

11. CONSTANT 25™ WARRANTY & MAINTENANCE PROGRAM (The "Warranty") – Musco shall provide parts, labor, and services as outlined in the Musco Constant 25 Warranty Agreement to maintain operation of lighting equipment for a period of 25 years on the following terms:

- Warranty service begins on the date of product shipment
- Expiration date is 25 years from date of shipment
- Monitoring, maintenance and control services
- Light levels as specified in Musco design documents
- Energy consumption as specified in Musco design documents



Purchase Agreement

Date: January 19, 2023

Project Name: Heritage Farm Park Soccer

Project #: 175951

12. TOTAL PRICE – Buyer will pay for the above-described Equipment and, if applicable, Services. The Total Price of \$422,500.00 (includes use taxes) is payable as follows:

- \$422,500.00 within 30 days from invoice date

A copy of the payment and performance bond (if applicable) is required prior to shipment.

Monthly progress invoicing and payments will apply.

Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

Project is being purchased through the following cooperative purchasing agreement:

Sourcewell (Contract Number 071619-MSL)

Price includes delivery, unloading, and installation to the address indicated in item #4 of this Agreement.

Payments not paid when due are subject to a carrying charge for each month past due or will be pro-rated for the portion of the month there is an unpaid balance. Carrying charges shall accrue in the amount of one and one half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less.

Source of Funds: Buyer agrees that Buyer's payment to Musco is not contingent upon Buyer getting paid by the Owner/End User.

Buyer may not hold back or set off any amounts owed to Musco in satisfaction of any claims asserted by Buyer against Musco. No partial payment by Buyer shall constitute satisfaction of the entire outstanding balance of any invoice of Musco, notwithstanding any notation or statement accompanying that payment.

The Total Price was calculated utilizing parameters outlined in the project specifications. In the event soil conditions vary from those relied upon, or if the soil cannot be readily excavated, Buyer shall be responsible for Musco's additional associated costs, including but not limited to the cost of design, alternate foundations, additional materials, and labor.

13. TAXES – Buyer shall pay all applicable state and local sales taxes, use or any similar tax invoiced appropriately by Musco. (Use taxes are included in Total Price.)

- Taxable Non-Taxable (Copy of resale or exemption certificate must be attached. Note: Just holding a sales tax permit does not, in and of itself, qualify for a non-taxable sale.)

14. PAYMENT/PERFORMANCE BONDING – Is there a bond on this project? Yes No

15. DELIVERY – Normal delivery to the shipping address indicated above is 6 to 8 weeks after submittal approval or release of order, if later. If the Equipment is shipped in multiple lots, Musco shall prepare a separate invoice for the price of the Equipment shipped at the time of each shipment. Buyer shall pay the amount of each such invoice upon the same terms as set out in the "Total Price" paragraph of this Agreement.

All deliveries shall be made by means of a common carrier or some other reasonable means chosen by Musco. All risk of loss to Equipment sold shall pass to Buyer upon Musco's substantial completion of the Services.

Delivery is subject to Buyer maintaining credit satisfactory to Musco. Musco may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to Musco in its discretion, of Buyer's ability to pay. Failure to provide such assurances shall entitle Musco to cancel this contract without further liability or obligation to Buyer.

16. NO RETAINAGE/WARRANTY – Buyer acknowledges payment in full is required within the agreed terms. Warranty claims and back charges shall not be deducted from contract payments without prior approval of Musco's Warranty Department (877-347-3319). Musco's Equipment and its performance are sold subject to Musco's written warranty. The Warranty provided by Musco shall be in lieu of all other representations, warranties and conditions of any kind, in respect of the Equipment or the Services and Musco disclaims any other representation, warranty or condition whatsoever, whether written or oral, express or implied, statutory or otherwise, including, but not limited to, the implied warranties and conditions of merchantability and fitness for a particular purpose.



Purchase Agreement

Date: January 19, 2023

Project Name: Heritage Farm Park Soccer

Project #: 175951

Buyer acknowledges that any warranty and/or maintenance guarantee contained within payment/performance bonds issued on Musco's behalf pursuant to this Agreement and the corresponding liability on behalf of the issuing surety shall apply only to the first 12 months of any warranty and/or maintenance obligation of Musco specified in the written Warranty to be delivered to Buyer. The balance of any warranty and/or maintenance obligation greater than 12 months shall be the sole responsibility of Musco and shall not be guaranteed by a third party.

17. **EXCLUSION OF SPECIAL DAMAGES** – In no event shall Musco be liable for incidental, special or consequential damages, including without limitation lost revenues and profits, in respect of this Agreement or the Equipment and, if applicable, Services provided hereunder.
18. **LIMITATIONS PERIOD** – Unless otherwise specified in the Warranty to be delivered to Buyer, any action or proceeding against Musco arising out of or relating to the Equipment or Services will be forever barred unless commenced within the earlier of: (a) one (1) year after delivery of the Equipment or if applicable, completion of the Services; or (b) the period prescribed by the applicable statute of limitation or repose.
19. **SECURITY AGREEMENT** – In consideration of the promises contained herein, Buyer hereby grants and conveys to Musco, to secure payment and performance of all obligations in full, a purchase money security interest in the Equipment, including all repairs, replacements and accessions thereto and proceeds thereof (collectively referred to as the “Secured Property”). Buyer hereby irrevocably authorizes Musco at any time to register in any registration office in any province (including personal property registries and if applicable, land titles or real property registries) any initial financing statements, financing change statements, notices of security interest or other documents relating to this security interest or this transaction. Buyer further agrees to promptly furnish any information requested by Musco to effectuate the terms of this Agreement. Buyer further agrees to execute any document reasonably required by Musco to perfect the security interest granted herein and to assure the preservation, priority, and enforcement of such security interest. Buyer agrees that value has been given for this security interest and that the parties have not agreed to postpone the time for attachment of the security interest.
20. **DEFAULT** – Each of the following shall constitute a default (“Default”) under this Agreement: a) failure to pay, in full, any payment when due hereunder; b) Buyer becomes the subject of a bankruptcy, receivership or insolvency proceeding; c) any warranty, representation or statement made or furnished to Musco by or on behalf of the Buyer proved to have been false in any material respect when made or furnished; d) loss, theft, damage, destruction or encumbrance to, or of, the Secured Property or the making of any levee, seizure or attachment thereof or thereon prior to payment in full; or e) the occurrence or non-occurrence of any event or events which causes Musco, in good faith, to deem itself insecure for any reason whatsoever.
21. **REMEDIES UPON DEFAULT** – In the event of Default, Musco may, at its option, and without notice or demand: a) declare the entire unpaid balance owing hereunder due and payable at once; b) proceed to recover judgment for the entire unpaid balance due; c) exercise all rights provided to Musco under this Agreement, any applicable personal property security act (or similar legislation), at law or in equity including but not limited to entering the Buyer's premises and taking possession of the Secured Property. All the remedies described herein are cumulative and may be exercised in any order by Musco. Buyer agrees to pay all costs (including reasonable attorney's fees and court costs) incurred by Musco in disposing of the Secured Property and collecting any amounts owing hereunder, and such costs shall be part of the obligations secured hereunder.
22. **FORCE MAJEURE** – Musco shall not be liable for delays or failure to perform in respect of the Equipment or the Services due, directly or indirectly, to (i) causes beyond Musco's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).
23. **EEO COMPLIANCE** – When applicable, Musco and Subcontractor shall comply with the EEO Clause in Section 202 of Executive Order 11246, as amended, which is incorporated herein by specific reference.

Purchase Agreement

Date: January 19, 2023

Project Name: Heritage Farm Park Soccer

Project #: 175951

When applicable, Musco and Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability and against qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.

24. CONDITIONS OF AGREEMENT

- a. **APPLICABLE LAW** – This Agreement shall be governed by the laws, including the Uniform Commercial Code, adopted in the State of Iowa as effective and in force on the date of this Agreement.
- b. **EXPENSES/REMEDIES** – Buyer shall pay to Musco the reasonable expenses, including court costs, legal and administrative expenses, and reasonable legal fees (on a solicitor and client basis), paid or incurred by Musco in endeavoring to collect amounts due from Buyer to Musco. It is further understood that if Buyer does not make a payment as due, Musco has the right to forward appropriate notices or claims on jobs with owners, bonding companies, general contractors, or the like, as deemed appropriate by Musco.
- c. **ENTIRE AGREEMENT** – This Agreement, the written Warranty to be delivered to Buyer, and any invoice issued by Musco pursuant to this Agreement constitute the entire agreement between the parties and supersede all prior statements of any kind made by the parties or their representatives. No representative or employee of Musco has any authority to bind Musco to any term, representation, or warranty other than those specifically included in this written Agreement or the written Warranty to be delivered to Buyer in connection with this Agreement. This Agreement may not be amended or supplemented except by written agreement executed by Musco and Buyer.
- d. **ACCEPTANCE** – This Agreement is subject to the approval of Musco's Credit Department and the written acceptance of this Order by Musco.

TOWN OF OAK RIDGE

Acceptance

this _____ day of _____, 20__

Signature

Name and Title

MUSCO SPORTS LIGHTING, LLC

Acceptance

this _____ day of _____, 20__

Signature

Name and Title

Please remember to return all pages of this agreement.



EXHIBIT A

Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities (i.e., water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout (i.e., home plate, center of football field).
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed electrical plans.

Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Provide stamped foundation designs based on soils that meet or exceed those of a Class 5 material as defined by 2018 IBC Table 1806.2.
5. Assist our installing subcontractor and ensure our responsibilities are satisfied.

Subcontractor Responsibilities:

General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install 6 LSS foundations as specified on the layout and per the stamped foundation drawings, if applicable.
3. Remove spoils to owner designated location at jobsite.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.

Purchase Agreement

Date: January 19, 2023

Project Name: Heritage Farm Park Soccer

Project #: 175951

5. Provide labor, equipment, and materials to erect 6 dressed LSS poles and aim utilizing the pole alignment beam.

Electrical:

1. Turn the Musco LCC over to the house electrician. It is their responsibility to mount the Musco LCC and provide adequate raceways to the high voltage (480v) and low voltage (120/208v) panels.
2. Newco will wire the Musco LCC from the circuit breaker to line side of contactors, from the load side of contactors to light poles and the 120v control circuit. The house electrician is to furnish and install all switchgear and circuit breakers.
3. Newco will extend conduit from electrical hand holes #6, 7 & 8, to the Musco light poles. Handholes 2-6-7 & 8 and the conduits from the Musco LCC to them are furnished and installed by others.
4. Newco will pull wire from the Musco LCC to the Musco light poles and terminate. There are 4 circuits per Electrical Engineer's design. S1 & S2, S3-1 & S4-1, S3-2 & S4-2, S5 & S6.
5. Soccer GFCI receptacles and scoreboard wiring are by others.

MEMORANDUM

TO: Town Council
FROM: Bill Bruce
DATE: January 27, 2023
RE: Guilford County ARPA Agreements

Please find in your packets two contracts with Guilford County for disbursement of American Rescue Plan Act (ARPA) funding for the following two purposes:

1. \$3,265,000 to be applied toward construction of a 250,000-gallon water storage tank and a portion of construction of a 12-inch water main to connect the storage tank to Winston-Salem/Forsyth County Utilities.
2. \$305,000 to be applied toward renovation and new construction of the proposed Farmhouse Community Center.

The Town requested and was approved for these allocations at a Special Work Session of the Board of County Commissioners (BOCC) on August 9, 2022. The attached contracts were subsequently approved by the BOCC on January 19, 2023. The contracts have been reviewed and approved by the Town Attorney and Finance Officer. Funds will be paid out as reimbursements of eligible costs, as stipulated in the contracts.

Consistent with the Town's direct ARPA allocation (applied to Heritage Farm Park), these funds must be encumbered by December 31, 2024 and spent by December 31, 2026.

Requested Actions:

Approve attached Oak Ridge Water Agreement and Oak Ridge Farmhouse Community Center Agreement.



GUILFORD COUNTY CONTRACT NO. [XXXXXX]

American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds
Agreement
Between
Guilford County, North Carolina
and
Town of Oak Ridge, North Carolina

Article I. Overview.

Section 1.1. Parties. The parties to this agreement (“Agreement”) are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina (“Guilford County”) and Town of Oak Ridge, a North Carolina municipal corporation (“Awardee”).

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Source of Funding. This Agreement is funded by a portion of the \$104,339,752 allocated to Guilford County by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARPA/CSLFRF). More specifically, this project has been identified as Treasury Expenditure Category 6.1 Provision of Government Services.

Section 1.4. Purpose. The purpose of this Agreement is to establish the terms and conditions for an award allocated to the Awardee from Guilford County.

Section 1.5. Term. This Agreement shall govern the performance of the parties for the period January 1, 2023 (the “Effective Date”) through December 31, 2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Awardee shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Section 2.2. Budget. Awardee shall perform the Approved Activities in accordance with the program budget as approved by Guilford County and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Awardee may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Guilford County; nor shall Awardee make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Guilford County.

Article III. Compensation.

Section. 3.1. Payment of Funds. Guilford County agrees to reimburse Awardee for costs actually incurred and paid by Awardee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed Three Hundred Five Thousand and 00/100 (\$305,000) Dollars (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Guilford County if a change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Invoices. As full compensation for the Awardee’s delivery of the goods and/or services, and subject to the terms of this Agreement, the County agrees to pay the amounts for the services as set out herein and in Exhibit B, which is attached hereto and incorporated herein by reference. Payment will be made by the County to Awardee within thirty (30) days of receipt of a correct invoice and proper documentation that services have been delivered and provided in accordance with the Agreement. Guilford County may disapprove the requested reimbursement claim. If the reimbursement claim is disapproved, Guilford County shall notify Awardee as to the disapproval. A decision by Guilford County to disapprove a reimbursement claim is final. There is no appeal process for Awardee. If Guilford County approves payment, then Guilford County will disburse the funds without further notice.

Section. 3.3. Guilford County’s Obligations Contingent on Federal Funding and Awardee Compliance. The payment of funds to Awardee under the terms of this Agreement shall be contingent on the receipt and continued availability of such funds by Guilford County from the ARPA/CSLFRF and shall be subject to Awardee’s continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Guilford County receives from the ARPA/CSLFRF is reduced, or the amount of such funds that Guilford County has remaining is insufficient, Guilford County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. Guilford County also may deny payment for Awardee’s expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Awardee to comply with the terms and conditions of this Agreement. Guilford County shall have no obligation to pay Awardee any amount in connection with this Agreement except from ARPA/CSLFRF funds.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Awardee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement. Awardee must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including those sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, that apply to ARPA CSLFRF Revenue Replacement Funds. See ARPA/CSLFRF Assistance Listing (21.027); U.S. Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15; and Section 5.3 of this agreement. Awardee shall adopt such additional financial management procedures as may from time-to-time be prescribed by Guilford County and/or required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury.

Awardee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. Guilford County shall only reimburse Awardee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Guilford County and Awardee procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Guilford County may not reimburse or otherwise compensate Awardee for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Section. 4.4. Financial and Other Reports. Awardee shall submit to Guilford County such reports and back-up data as may be required by the Federal Government or Guilford County, including such reports which enable Guilford County to submit its own reports to the U.S. Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

<u>REPORT</u>	<u>DEADLINE</u>
Project and Expenditure Reports (Quarterly)	January 31: 2023, 2024, 2025, 2026, 2027 April 30: 2023, 2024, 2025, 2026 July 31: 2023, 2024, 2025, 2026 October 31: 2023, 2024, 2025, 2026
Recovery Plan (Annually)	July 31: 2023, 2024, 2025, 2026, 2027

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Awardee is required to submit to Guilford County following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Awardee under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of Guilford County, the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Awardee, shall become Awardee's liability, and shall be paid solely by Awardee, or, if already expended, repaid as directed to Guilford County or the US Department of Treasury, immediately upon notification of such, from funds other than those provided by Guilford County under this Agreement or any other agreements between Guilford County and Awardee. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Awardee certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Awardee is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Awardee shall have a financial

audit performed yearly by an independent Certified Public Accountant. Awardee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Awardee certifies that it will provide Guilford County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by Guilford County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. Guilford County will not accept a payment request submitted after this date without prior authorization from Guilford County. In consideration of the execution of this Agreement by Guilford County, Awardee agrees that acceptance of final payment from Guilford County will constitute an agreement by Awardee to release and forever discharge Guilford County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Awardee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Awardee's obligations to Guilford County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Guilford County. Such requirements shall include submitting final reports to Guilford County and providing any closeout-related information requested by Guilford County by the deadlines specified by Guilford County. This provision shall survive the expiration or termination of this Agreement. By law, Guilford County must expend all ARPA/CSLFRF funds by December 31, 2026. Accordingly, and without extending any earlier deadlines contained in this Section or in this Agreement, Guilford County shall have no obligation to make any payment not made on or before December 31, 2026, and no liability for not making any such payment, regardless of cause.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Awardee shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between Guilford County and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Awardee's current policies and practices. Guilford County may assist Awardee in complying with all applicable requirements. However, Awardee remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2); N.C.G.S. §153A-444.

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/CSLFRF award

term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

This Agreement is also subject to all applicable laws of the State of North Carolina.

Section. 5.3. Federal Grant Administration Requirements. Without limiting the forgoing, Awardee shall comply with those sections of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/CSLFRF (21.027), that apply to ARPA CSLFRF Revenue Replacement Funds. See US Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15. These requirements dictate how Awardee must administer the award and how Guilford County must oversee Awardee.

Applicable Uniform Guidance (UG) provisions include:

Subpart A, Acronyms and Definitions

Subpart B, General provisions

Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)

Subpart D, Post Federal; Award Requirements (except 2 CFR 200.301, .304-.327, .330-.333, and .339-345)

Subpart E, Cost Principles (except 2 CFR 200.400(d), (f), and (g), .401-.402, .403(b), (e), and (f), .404(a)-(d), .and .405-.476)

Subpart F, Audit Requirements

2 CFR Part 25 (Universal Identifier & System for Award Management)

2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)

2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

2 CFR Part 200, Appendix XII (Recipient Integrity and Performance Matters)

Awardee shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Guilford County may provide sample policies or other assistance to Awardee in meeting these compliance requirements. Regardless of Guilford County's assistance, it is the Awardee's responsibility to properly comply with all UG requirements as described above. Failure to do so may result in termination of the Agreement by Guilford County.

Section. 5.4. Federal Restrictions on Lobbying. Awardee shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Awardee may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: 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. Awardee shall certify in writing that Awardee has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.5. Equal Opportunity & Other Requirements. Awardee shall comply with the requirements in this section.

Civil Rights Laws. Awardee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Awardee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Awardee shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Awardee shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.6. Federal Funding Accountability and Transparency Act of 2006. Awardee shall provide Guilford County with all information requested by Guilford County to enable Guilford County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note). (See 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.)

Section. 5.7. Licenses, Certifications, Permits, Accreditation. Awardee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Guilford County proof of any licensure, certification, permit or accreditation upon request.

Section. 5.8. Publications. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by

federal award number SLFRP2097 awarded to Guilford County, North Carolina by the U.S. Department of the Treasury.”

Section 5.9. Program for Enhancement of Contractor Employee Protections. Awardee is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.10. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Awardee shall not obligate or expend funds received under this award to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.11. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.12. Statement of Assurances. Awardee certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.13. Stevens Amendments Requirements. Awardee shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Section. 5.14. Increasing Seat Belt Use. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Awardee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles.

Section 5.15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, Awardees, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. Guilford County Responsibilities. Guilford County shall monitor, evaluate, and provide guidance and direction to Awardee in the conduct of Approved Activities performed under this Agreement. Guilford County must determine whether Awardee has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and

may monitor the activities of Awardee to ensure that Awardee has met such requirements. Guilford County may require Awardee to take corrective action if deficiencies are found.

Section. 6.2. Awardee Responsibilities.

- (a) **Cooperation with Guilford County Oversight.** Awardee shall permit Guilford County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Awardee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** Awardee shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Awardee agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If Guilford County determines that Awardee is not in compliance with this Agreement, Guilford County may initiate an intervention. The degree of Awardee's performance or compliance deficiency will determine the degree of intervention.

If Guilford County determines that an intervention is warranted, it shall provide written notice to Awardee of the intervention, ordinarily within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Guilford County otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. This ordinary time frame shall not limit or prevent Guilford County from acting outside of it. The written notice shall notify Awardee of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Guilford County. Guilford County is not limited to the forgoing actions or sequences and may at any time take any lawful actions or remedies.

Section 6.4. Records Retention and Access. Awardee shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Awardee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Awardee shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Awardee shall notify Guilford County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Breach and Termination.

Section. 7.1. Termination for Cause. Guilford County may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement, and shall be determined in Guilford County's sole discretion.

Section. 7.2. Termination by Mutual Agreement. Guilford County and Awardee may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Section. 7.3. Termination Procedures. If this Agreement is terminated, Awardee may not incur new obligations for the terminated portion of the Agreement after Awardee has received the notification of termination. Awardee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Awardee shall not be relieved of liability to Guilford County because of any breach of Agreement by Awardee. Guilford County may withhold payments to Awardee for the purpose of set-off until the exact amount of damages due Guilford County from Awardee is determined.

Section 7.4. Breach. If, through any cause, Awardee shall fail to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after Guilford County has notified Awardee of such breach, in addition to the right to terminate the Agreement upon notice to Awardee, Guilford County shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, in the event of breach, Guilford County may: Withhold any payment due Awardee for the purpose of setoff until such time as the exact amount of damages due Guilford County from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to Awardee) and/or procure the contracted for services or goods from other sources and hold Awardee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by Awardee shall constitute an act of breach under this Agreement. This section shall not limit any other rights or remedies provided to Guilford County under this Agreement or available to Guilford County under applicable law.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Awardee agrees to indemnify and hold harmless Guilford County, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Awardee in connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims).

Section. 8.2. Insurance. Awardee must maintain insurance policies with at least the following limits:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$500,000 bodily injury per each accident, \$500,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
c) Automobile Liability	\$2,000,000 per occurrence

Guilford County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide Guilford County with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Awardee must provide Guilford County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. Without limiting any liability it may otherwise have, if Awardee fails to provide such notice, the Awardee assumes sole responsibility for all losses incurred by Guilford County for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Awardee shall name Guilford County as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to Guilford County. If Awardee fails at any time to maintain and keep in force the required insurance, Guilford County may cancel and terminate the Agreement without notice.

Section. 8.3. Venue and Jurisdiction. Guilford County and Awardee agree that they executed and performed this Agreement in Guilford County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Guilford County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by Guilford County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of Guilford County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Guilford County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Awardee may not assign or delegate any of its rights or duties that arise out of this Agreement without Guilford County's prior written consent. Unless Guilford County otherwise agrees in writing, Awardee and all assigns are subject to all Guilford County's defenses and are liable for all Awardee's duties that arise from this Agreement and all Guilford County's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to Guilford County:
Guilford County Government
Michael Halford
ATTN: Pandemic Recovery Office
301 W. Market St.
Greensboro, NC 27401

(b) If to the Awardee:
Bill Bruce
Oak Ridge Town Manager
P.O. Box 374
Oak Ridge NC 27310
Bbruce@oakridgenc.com

Section 8.10. No Third-Party Beneficiaries/No Waiver of Immunity.

Awardee and Guilford County acknowledge and agree that there are no intended beneficiaries of this Agreement other than Awardee and Guilford County and that this Agreement does not, and shall not be interpreted to, create rights in any other parties (other than the rights on the part of other governmental units, such as the US Department of Treasury, that are explicitly set forth herein or required by law). Awardee and Guilford County further acknowledge and agree that they reserve all rights, defenses, and immunities that they may have with respect to claims by third-parties that relate in any way to this Agreement or to any act or omission with respect to goods or services related in any way to this Agreement.

Section 8.11. Independent Contractor.

Awardee shall act as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Guilford County and either Awardee or any agent of Awardee. Awardee is an independent contractor and not an employee, agent, joint venturer, or partner of Guilford County.

Section 8.12 Interlocal Agreement.

Exhibit A: Intentionally Omitted

Exhibit B: Approved Activities

Funding Purpose

Oak Ridge continues to invest in the development of parks that serve visitors from across Guilford County and beyond. Additional amenities are currently slated for our 81-acre Oak Ridge Town Park to ensure that it continues to serve residents and visitors alike. The key improvement to be completed with funds from this agreement is the renovation of the historic Redmon House, which is located on the southwest corner of the park, within the boundaries of the town's Historic District. The Redmon House, which is the last surviving farmhouse connected to the 140 acres of farmland that now makes up our Town Park and new Heritage Farm Park, will serve as a community center for groups of all kinds – from area scout troops to area clubs, families, farmers markets, and vendors.

Recently completed architectural plans and construction documents envision a 1,415sf renovation including over 1,000sf of meeting space, plus a prep kitchen, handicap accessible bathrooms, storage and entry areas, as well as parking and wheelchair access to the building. The house includes a 200sf deck that will lead to an outdoor area that will include hardscapes, landscaping, and other improvements. The funds provided through this agreement will cover a portion of the total renovation costs for the Redmon House. The specific portions of the renovation to be covered with the funds from this agreement will be determined once project bids have been received and the total project scope and budget is set.

Billing Process

This is a cost-reimbursable agreement. Invoices will be submitted to the County by the 15th day of the month following period of activity by the Town of Oak Ridge. Subject to and without limiting the other terms of this Agreement, including Article III. Compensation, payment from the County to the Town of Oak Ridge will be made within thirty (30) days of receipt of accurate and complete invoices including the following:

- Time period the invoice covers
- Service/activity supported by funding
- Brief description of the project progress during the specified time period
- Proper documentation that goods and/or services have been delivered and provided in accordance with this Agreement

Exhibit C: Approved Budget

Consult Guilford County’s Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

REVENUES		Total Revenue
Guilford County Coronavirus State and Local Fiscal Recovery Funds Awarded	\$	305,000
Budget Cost Categories		Total Expenditures
1. Personnel (Salary and Wages)	\$	
2. Fringe Benefits	\$	
3. Travel	\$	
4. Equipment	\$	
5. Supplies	\$	
6. Contractual Services and Subawards	\$	
7. Consultant (Professional Service)	\$	
8. Construction	\$	305,000
9. Occupancy (Rent and Utilities)	\$	
10. Research and Development (R&D)	\$	
11. Telecommunications	\$	
12. Training and Education	\$	
13. Direct Administrative Costs	\$	
14. Miscellaneous Costs	\$	
15. Total Costs Federal Grant Funds	\$	305,000
<u>MUST EQUAL REVENUE TOTALS ABOVE</u>		

Exhibit D: Lobbying Certification

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature of Awardee's Authorized Official

Name and Title of Awardee's Authorized Official

Date

Exhibit E: Intentionally Omitted

Exhibit F: Key Personnel

Town of Oak Ridge INFORMATION	
Administrative Address:	P.O. Box 374 Oak Ridge NC 27310
Invoice Address:	P.O. Box 374 Oak Ridge NC 27310
Project Manager Name:	Bill Bruce
Project Manager Title:	Town Manager
Project Manager Email:	Bbruce@oakridgenc.com
Project Manager Phone:	336-644-7009
Fiscal Officer Name:	Sam Anders
Fiscal Officer Title:	Finance Office
Fiscal Officer Email:	Sam@samanderscpa.com
Fiscal Officer Telephone:	336-643-7577
Guilford County INFORMATION	
Administrative Address:	301 W. Market Street Greensboro, NC 27401
Invoice Address:	301 W. Market Street Greensboro, NC 27401
Project Manager Name:	Abby Gostling
Project Manager Title:	Program and Fiscal Recovery Manager
Project Manager Email:	Agostling@guilfordcountync.gov
Project Manager Telephone:	336-641-6987
Fiscal Officer Name:	John Barfield
Fiscal Officer Title:	Finance Director
Fiscal Officer Email:	Jbarfield@guilfordcountync.gov
Fiscal Officer Telephone:	336-641-4574

GUILFORD COUNTY CONTRACT NO. [XXXXXX]

American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds
Agreement
Between
Guilford County, North Carolina
and
Town of Oak Ridge, North Carolina

Article I. Overview.

Section 1.1. Parties. The parties to this agreement (“Agreement”) are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina (“Guilford County”) and Town of Oak Ridge, a North Carolina municipal corporation (“Awardee”).

Section 1.2. Definitions. The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

Section 1.3. Source of Funding. This Agreement is funded by a portion of the \$104,339,752 allocated to Guilford County by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARPA/CSLFRF). More specifically, this project has been identified as Treasury Expenditure Category 6.1 Provision of Government Services.

Section 1.4. Purpose. The purpose of this Agreement is to establish the terms and conditions for an award allocated to the Awardee from Guilford County.

Section 1.5. Term. This Agreement shall govern the performance of the parties for the period January 1, 2023 (the “Effective Date”) through December 31, 2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

Article II. Scope of Funded Activities.

Section 2.1. Scope of Services. Awardee shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Section 2.2. Budget. Awardee shall perform the Approved Activities in accordance with the program budget as approved by Guilford County and attached hereto as Exhibit C (Approved Budget).

Section 2.3. Prior Approval for Changes. Awardee may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Guilford County; nor shall Awardee make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Guilford County.

Article III. Compensation.

Section. 3.1. Payment of Funds. Guilford County agrees to reimburse Awardee for costs actually incurred and paid by Awardee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed Three Million Two Hundred Sixty-Five Thousand and 00/100 (\$3,265,000) Dollars (“Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Guilford County if a change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Section. 3.2. Invoices. As full compensation for the Awardee’s delivery of the goods and/or services, and subject to the terms of this Agreement, the County agrees to pay the amounts for the services as set out herein and in Exhibit B, which is attached hereto and incorporated herein by reference. Payment will be made by the County to Awardee within thirty (30) days of receipt of a correct invoice and proper documentation that services have been delivered and provided in accordance with the Agreement. Guilford County may disapprove the requested reimbursement claim. If the reimbursement claim is disapproved, Guilford County shall notify Awardee as to the disapproval. A decision by Guilford County to disapprove a reimbursement claim is final. There is no appeal process for Awardee. If Guilford County approves payment, then Guilford County will disburse the funds without further notice.

Section. 3.3. Guilford County’s Obligations Contingent on Federal Funding and Awardee Compliance. The payment of funds to Awardee under the terms of this Agreement shall be contingent on the receipt and continued availability of such funds by Guilford County from the ARPA/CSLFRF and shall be subject to Awardee’s continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Guilford County receives from the ARPA/CSLFRF is reduced, or the amount of such funds that Guilford County has remaining is insufficient, Guilford County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. Guilford County also may deny payment for Awardee’s expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Awardee to comply with the terms and conditions of this Agreement. Guilford County shall have no obligation to pay Awardee any amount in connection with this Agreement except from ARPA/CSLFRF funds.

Article IV. Financial Accountability and Grant Administration.

Section. 4.1. Financial Management. Awardee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement. Awardee must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including those sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, that apply to ARPA CSLFRF Revenue Replacement Funds. See ARPA/CSLFRF Assistance Listing (21.027); U.S. Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15; and Section 5.3 of this agreement. Awardee shall adopt such additional financial management procedures as may from time-to-time be prescribed by Guilford County and/or required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury.

Awardee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement.

Section. 4.2. Limitations on Expenditures. Guilford County shall only reimburse Awardee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Guilford County and Awardee procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Guilford County may not reimburse or otherwise compensate Awardee for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

Section. 4.3. Indirect Cost Rate. The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Section. 4.4. Financial and Other Reports. Awardee shall submit to Guilford County such reports and back-up data as may be required by the Federal Government or Guilford County, including such reports which enable Guilford County to submit its own reports to the U.S. Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

<u>REPORT</u>	<u>DEADLINE</u>
Project and Expenditure Reports (Quarterly)	January 31: 2023, 2024, 2025, 2026, 2027 April 30: 2023, 2024, 2025, 2026 July 31: 2023, 2024, 2025, 2026 October 31: 2023, 2024, 2025, 2026
Recovery Plan (Annually)	July 31: 2023, 2024, 2025, 2026, 2027

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Awardee is required to submit to Guilford County following the expiration or termination of this Agreement.

Section. 4.5. Improper Payments. Any item of expenditure by Awardee under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of Guilford County, the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Awardee, shall become Awardee's liability, and shall be paid solely by Awardee, or, if already expended, repaid as directed to Guilford County or the US Department of Treasury, immediately upon notification of such, from funds other than those provided by Guilford County under this Agreement or any other agreements between Guilford County and Awardee. This provision shall survive the expiration or termination of this Agreement.

Section. 4.6. Audits and Access to Records. Awardee certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Awardee is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Awardee shall have a financial

audit performed yearly by an independent Certified Public Accountant. Awardee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Awardee certifies that it will provide Guilford County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

Section. 4.7. Closeout. Final payment request(s) under this Agreement must be received by Guilford County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. Guilford County will not accept a payment request submitted after this date without prior authorization from Guilford County. In consideration of the execution of this Agreement by Guilford County, Awardee agrees that acceptance of final payment from Guilford County will constitute an agreement by Awardee to release and forever discharge Guilford County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Awardee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Awardee's obligations to Guilford County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Guilford County. Such requirements shall include submitting final reports to Guilford County and providing any closeout-related information requested by Guilford County by the deadlines specified by Guilford County. This provision shall survive the expiration or termination of this Agreement. By law, Guilford County must expend all ARPA/CSLFRF funds by December 31, 2026. Accordingly, and without extending any earlier deadlines contained in this Section or in this Agreement, Guilford County shall have no obligation to make any payment not made on or before December 31, 2026, and no liability for not making any such payment, regardless of cause.

Article V. Compliance with Grant Agreement and Applicable Laws.

Section. 5.1. General Compliance. Awardee shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between Guilford County and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Awardee's current policies and practices. Guilford County may assist Awardee in complying with all applicable requirements. However, Awardee remains responsible for ensuring its compliance with all applicable requirements.

Section. 5.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/CSLFRF grant, including, but not limited to, the following:

Authorizing Statute. Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2); N.C.G.S. §153A-274.1 and §153A-276.

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final

rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

This Agreement is also subject to all applicable laws of the State of North Carolina.

Section. 5.3. Federal Grant Administration Requirements. Without limiting the forgoing, Awardee shall comply with those sections of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/CSLFRF (21.027), that apply to ARPA CSLFRF Revenue Replacement Funds. See US Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15. These requirements dictate how Awardee must administer the award and how Guilford County must oversee Awardee.

Applicable Uniform Guidance (UG) provisions include:

Subpart A, Acronyms and Definitions

Subpart B, General provisions

Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 CFR 200.204, .205, .210, and .213)

Subpart D, Post Federal; Award Requirements (except 2 CFR 200.301, .304-.327, .330-.333, and .339-345)

Subpart E, Cost Principles (except 2 CFR 200.400(d), (f), and (g), .401-.402, .403(b), (e), and (f), .404(a)-(d), .and .405-.476)

Subpart F, Audit Requirements

2 CFR Part 25 (Universal Identifier & System for Award Management)

2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)

2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))

2 CFR Part 200, Appendix XII (Recipient Integrity and Performance Matters)

Awardee shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Guilford County may provide sample policies or other assistance to Awardee in meeting these compliance requirements. Regardless of Guilford County's assistance, it is the Awardee's responsibility to properly comply with all UG requirements as described above. Failure to do so may result in termination of the Agreement by Guilford County.

Section. 5.4. Federal Restrictions on Lobbying. Awardee shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Awardee may not use any federal funds

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

to pay any person to influence or attempt 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 any of the following covered federal actions: 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. Awardee shall certify in writing that Awardee has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Section. 5.5. Equal Opportunity & Other Requirements. Awardee shall comply with the requirements in this section.

Civil Rights Laws. Awardee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws. Awardee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections. Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination. Awardee shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act. Awardee shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section. 5.6. Federal Funding Accountability and Transparency Act of 2006. Awardee shall provide Guilford County with all information requested by Guilford County to enable Guilford County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note). (See 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.)

Section. 5.7. Licenses, Certifications, Permits, Accreditation. Awardee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Guilford County proof of any licensure, certification, permit or accreditation upon request.

Section. 5.8. Publications. Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by

federal award number SLFRP2097 awarded to Guilford County, North Carolina by the U.S. Department of the Treasury.”

Section 5.9. Program for Enhancement of Contractor Employee Protections. Awardee is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

Section 5.10. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Pursuant to 2 CFR 200.216, Awardee shall not obligate or expend funds received under this award to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Section 5.11. Use of Name. Neither party to this Agreement shall use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Section 5.12. Statement of Assurances. Awardee certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

Section 5.13. Stevens Amendments Requirements. Awardee shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

Section. 5.14. Increasing Seat Belt Use. Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Awardee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles.

Section 5.15. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, Awardees, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

Article VI. Cooperation in Monitoring and Evaluation.

Section. 6.1. Guilford County Responsibilities. Guilford County shall monitor, evaluate, and provide guidance and direction to Awardee in the conduct of Approved Activities performed under this Agreement. Guilford County must determine whether Awardee has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and

may monitor the activities of Awardee to ensure that Awardee has met such requirements. Guilford County may require Awardee to take corrective action if deficiencies are found.

Section. 6.2. Awardee Responsibilities.

- (a) **Cooperation with Guilford County Oversight.** Awardee shall permit Guilford County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Awardee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** Awardee shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Awardee agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Section 6.3. Interventions. If Guilford County determines that Awardee is not in compliance with this Agreement, Guilford County may initiate an intervention. The degree of Awardee's performance or compliance deficiency will determine the degree of intervention.

If Guilford County determines that an intervention is warranted, it shall provide written notice to Awardee of the intervention, ordinarily within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Guilford County otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. This ordinary time frame shall not limit or prevent Guilford County from acting outside of it. The written notice shall notify Awardee of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Guilford County. Guilford County is not limited to the forgoing actions or sequences and may at any time take any lawful actions or remedies.

Section 6.4. Records Retention and Access. Awardee shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Awardee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

Section 6.5. Key Personnel. Awardee shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Awardee shall notify Guilford County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

Article VII. Breach and Termination.

Section. 7.1. Termination for Cause. Guilford County may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement, and shall be determined in Guilford County's sole discretion.

Section. 7.2. Termination by Mutual Agreement. Guilford County and Awardee may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Section. 7.3. Termination Procedures. If this Agreement is terminated, Awardee may not incur new obligations for the terminated portion of the Agreement after Awardee has received the notification of termination. Awardee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Awardee shall not be relieved of liability to Guilford County because of any breach of Agreement by Awardee. Guilford County may withhold payments to Awardee for the purpose of set-off until the exact amount of damages due Guilford County from Awardee is determined.

Section 7.4. Breach. If, through any cause, Awardee shall fail to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after Guilford County has notified Awardee of such breach, in addition to the right to terminate the Agreement upon notice to Awardee, Guilford County shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, in the event of breach, Guilford County may: Withhold any payment due Awardee for the purpose of setoff until such time as the exact amount of damages due Guilford County from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to Awardee) and/or procure the contracted for services or goods from other sources and hold Awardee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by Awardee shall constitute an act of breach under this Agreement. This section shall not limit any other rights or remedies provided to Guilford County under this Agreement or available to Guilford County under applicable law.

Article VIII. General Conditions.

Section. 8.1. Indemnification. To the extent permitted by law, Awardee agrees to indemnify and hold harmless Guilford County, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Awardee in connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims).

Section. 8.2. Insurance. Awardee must maintain insurance policies with at least the following limits:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$500,000 bodily injury per each accident, \$500,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
c) Automobile Liability	\$2,000,000 per occurrence

Guilford County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide Guilford County with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Awardee must provide Guilford County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. Without limiting any liability it may otherwise have, if Awardee fails to provide such notice, the Awardee assumes sole responsibility for all losses incurred by Guilford County for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Awardee shall name Guilford County as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to Guilford County. If Awardee fails at any time to maintain and keep in force the required insurance, Guilford County may cancel and terminate the Agreement without notice.

Section. 8.3. Venue and Jurisdiction. Guilford County and Awardee agree that they executed and performed this Agreement in Guilford County, North Carolina. This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Guilford County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Section. 8.4. Nonwaiver. No action or failure to act by Guilford County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section. 8.5. Limitation of Guilford County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Guilford County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

Section. 8.6. Severability. If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

Section. 8.7. Assignment. Awardee may not assign or delegate any of its rights or duties that arise out of this Agreement without Guilford County's prior written consent. Unless Guilford County otherwise agrees in writing, Awardee and all assigns are subject to all Guilford County's defenses and are liable for all Awardee's duties that arise from this Agreement and all Guilford County's claims that arise from this Agreement.

Section. 8.8. Integration. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

Section. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to Guilford County:
Guilford County Government
Michael Halford
ATTN: Pandemic Recovery Office
301 W. Market St.
Greensboro, NC 27401

(b) If to the Awardee:
Bill Bruce
Oak Ridge Town Manager
P.O. Box 374
Oak Ridge NC 27310
Bbruce@oakridgenc.com

Section 8.10. No Third-Party Beneficiaries/No Waiver of Immunity.

Awardee and Guilford County acknowledge and agree that there are no intended beneficiaries of this Agreement other than Awardee and Guilford County and that this Agreement does not, and shall not be interpreted to, create rights in any other parties (other than the rights on the part of other governmental units, such as the US Department of Treasury, that are explicitly set forth herein or required by law). Awardee and Guilford County further acknowledge and agree that they reserve all rights, defenses, and immunities that they may have with respect to claims by third-parties that relate in any way to this Agreement or to any act or omission with respect to goods or services related in any way to this Agreement.

Section 8.11. Independent Contractor.

Awardee shall act as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Guilford County and either Awardee or any agent of Awardee. Awardee is an independent contractor and not an employee, agent, joint venturer, or partner of Guilford County.

Section 8.12 Interlocal Agreement.

Exhibit A: Intentionally Omitted

Exhibit B: Approved Activities

Funding Purpose

The Town's strategy to construct water infrastructure is multi-faceted. It includes an investment in the Town's municipal water system through construction of a 250,000-gallon elevated water storage tank owned by the Town of Oak Ridge at Oak Ridge Fire Department (ORFD) and water access for ORFD; and the construction of a twelve-inch water main with up to fifteen hydrants/ fire department access points to connect the elevated tank with Winston-Salem/Forsyth County Utilities. Full build-out of the proposed scope of work is subject to construction costs and availability of additional funds.

The project will benefit all residents of Oak Ridge, by improving fire department access to water, and by providing locally controlled potable water for a small but growing segment of Oak Ridge's population.

Achieving these goals will contribute to the health and welfare of residents and the County's long-term economic development. Improved water infrastructure will also build on the reputations of both Oak Ridge and Guilford County as highly desirable locations to live and work. Increasing water access points for the Oak Ridge Fire Department will aid in fire suppression throughout northwest Guilford County, since ORFD works with several area fire departments. ORFD has lost a number of water access points over the last ten years as a result of strong development trends in Oak Ridge having blocked ORFD access to area ponds.

Success will be measured by the increased number of fire department access points and an increase in the number of residents served by municipal water.

Billing Process

This is a cost-reimbursable agreement. Invoices will be submitted to the County by the 15th day of the month following period of activity by the Town of Oak Ridge. Subject to and without limiting the other terms of this Agreement, including Article III. Compensation, payment from the County to the Town of Oak Ridge will be made within thirty (30) days of receipt of accurate and complete invoices including the following:

- Time period the invoice covers
- Service supported by funding
- Brief description of the project progress during the specified time period
- Proper documentation that goods and/or services have been delivered and provided in accordance with this Agreement

Exhibit C: Approved Budget

Consult Guilford County’s Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

REVENUES		Total Revenue
Guilford County Coronavirus State and Local Fiscal Recovery Funds Awarded	\$	3,265,000
Budget Cost Categories		Total Expenditures
1. Personnel (Salary and Wages)	\$	
2. Fringe Benefits	\$	
3. Travel	\$	
4. Equipment	\$	
5. Supplies	\$	
6. Contractual Services and Subawards	\$	
7. Consultant (Professional Service)	\$	
8. Construction	\$	3,265,000
9. Occupancy (Rent and Utilities)	\$	
10. Research and Development (R&D)	\$	
11. Telecommunications	\$	
12. Training and Education	\$	
13. Direct Administrative Costs	\$	
14. Total Costs Federal Grant Funds	\$	3,265,000
<u>MUST EQUAL REVENUE TOTALS ABOVE</u>		

Exhibit D: Lobbying Certification

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature of Awardee's Authorized Official

Name and Title of Awardee's Authorized Official

Date

Exhibit E: Intentionally Omitted

Exhibit F: Key Personnel

Town of Oak Ridge INFORMATION	
Administrative Address:	P.O. Box 374 Oak Ridge NC 27310
Invoice Address:	P.O. Box 374 Oak Ridge NC 27310
Project Manager Name:	Bill Bruce
Project Manager Title:	Town Manager
Project Manager Email:	Bbruce@oakridgenc.com
Project Manager Phone:	336-644-7009
Fiscal Officer Name:	Sam Anders
Fiscal Officer Title:	Finance Office
Fiscal Officer Email:	Sam@samanderscpa.com
Fiscal Officer Telephone:	336-643-7577
Guilford County INFORMATION	
Administrative Address:	301 W. Market Street Greensboro, NC 27401
Invoice Address:	301 W. Market Street Greensboro, NC 27401
Project Manager Name:	Abby Gostling
Project Manager Title:	Program and Fiscal Recovery Manager
Project Manager Email:	Agostling@guilfordcountync.gov
Project Manager Telephone:	336-641-6987
Fiscal Officer Name:	John Barfield
Fiscal Officer Title:	Finance Director
Fiscal Officer Email:	Jbarfield@guilfordcountync.gov
Fiscal Officer Telephone:	336-641-4574

MEMORANDUM

TO: Town Council
FROM: Bill Bruce
DATE: January 27, 2023
RE: NCDOT Municipal Agreement

Please find in your packets a municipal agreement with NCDOT for Town-requested cost-share items and additional work for TIP Project #R-5725 (68/150 intersection improvements and roundabouts). This additional work is detailed on Page 4 of the agreement. Specifically, the Town's obligations consist of:

1. Stamped concrete cobblestone pattern on roundabout aprons:	\$118,260
2. Black powder-coated fencing:	\$44,500
3. PVC conduit for electrical to roundabouts	\$4,440
4. Encasement pipe for conduit	\$22,200
5. Black powder-coated traffic signal mast arms (4)	\$40,000
6. 18" CMU stacked stone veneer retaining wall in roundabouts	\$94,500
7. Cost-share for sidewalks	<u>\$2,800</u>
TOTAL	\$326,700

The requested improvements will enhance the aesthetics of the two roundabouts, replace unsightly traffic signal wires, improve the appearance of typical aluminum fencing and mast arms, and allow for future electrical service to the roundabouts. NCDOT will cover over 95% of the cost of new sidewalk.

The costs outlined in the agreement are estimated costs. Upon completion of the project, NCDOT will calculate actual costs and invoice the Town. Actual costs will not be known until bids are received. Changes to scope or funding will require approval of all parties.

The agreement has been reviewed and approved by the Town Attorney and Finance Officer.

Requested Actions:

Approve attached NCDOT Municipal Agreement.



AGREEMENT OVERVIEW

DATE: 1/17/2023

NORTH CAROLINA
GUILFORD COUNTY

PROJECT NUMBERS

PARTIES TO THE AGREEMENT

TIP NUMBER: R-5725
WBS ELEMENT: (CON) 50474.3.1

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

TOWN OF OAK RIDGE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP Project (“Project”): Install roundabouts at NC 68 and Linville Rd; and at Marketplace Dr and NC 150. Work also entails the Removal of slip lanes at NC 68 and NC 150.

ADDITIONAL WORK: Installation of two conduits, two incasement pipes, and Metal Pole with Single Mast Arm for Prop Traffic Signal and installation of sidewalk.

ESTIMATED COST OF THE ADDITIONAL WORK: \$326,700

ESTIMATED COSTS TO THE MUNICIPALITY: \$326,700

PAYMENT TERMS: The Department will bill the City of Oak Ridge upon completion of the Project.

MAINTENANCE: Town of Oak Ridge

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **DEPARTMENT** and the Town of Oak Ridge, hereinafter referred to as the **Municipality**.

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

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

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include planning, design, and construction and as shown in the **PROJECT DELIVERY** Provision. The **Municipality** shall be responsible for maintenance.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits and preparing the project plans and specifications.

The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

It is understood at this time that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, and the **Municipality** requests that the Department include this work in the construction contract, then a separate Utility agreement will be prepared at the appropriate time.

D. MAINTENANCE

Upon completion of the Project:

1. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
2. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.
3. The **Municipality** shall be responsible for the maintenance of the additional work (conduit, retaining wall item, metal pole with single mast arm, 4" concrete sidewalk, the generic paving item, and fencing) once completed.

IV. COSTS AND FUNDING

A. ADDITIONAL WORK

At the request of the Municipality and in accordance with the Department's Pedestrian Policy Guidelines or the Complete Streets Guidelines, the Department shall include provisions in its construction contract for the construction of pedestrian facilities and/or other additional work as indicated in the Table below. Said work shall be performed in accordance with the additional work as indicated in the Table below. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the provisions of this Agreement.

Betterment Description	Estimated Cost for Municipality	Municipal Share of Estimated Cost
Stamped Cobblestone 6" Port Cem Conc Pavement, Miscellaneous (Without Dowels) (Cost Difference, 6" Port Cem Conc Pavement, Miscellaneous (Without Dowels))	\$118,260	100%
Generic Fencing Item - Handrail (Black Powder Coated) (Cost Difference, Generic Fencing Item - Handrail)	\$44,500	100%
4" PVC Conduit (2 @ 60' for each RABT)	\$4,440	100%
6" Encasement Pipe (2 @ 60') (Bore & Jack)	\$22,200	100%
Metal Pole with Single Mast Arm (Black Powder Coated)(for Prop Traffic Signal) (Cost Difference, (SMA, PC Metal Pole - Metal Strain Pole)	\$40,000	100%
Generic Retaining Wall Item - 18" CMU Wall with Stacked Stone Vanier	\$94,500	100%
4" Concrete Sidewalk	\$2,800	100%
TOTAL COST OF BETTERMENTS	\$326,700	

The **Municipality** has agreed to participate in the actual cost of the additional work in the cost share noted in the above table. Per the table above, the estimated cost of the additional work is \$326,700. The estimated cost of this project to the **Municipality** is \$326,700. Both parties understand that this is an estimated cost and is subject to change.

B. INVOICING BY THE DEPARTMENT

Upon completion of the Project, the **Department** will calculate actual costs of the Project and will invoice the **Municipality** for their share of the actual costs of the Additional Work and/or Project Costs. A late payment penalty and interest will be charged on any unpaid balance due in accordance with G. S. 147-86.23.

If the **Municipality** has pre-paid or made any previous downpayment, those funds will be counted against final costs. If costs are less than the funding received, then the Department will return any overpayment.

V. STANDARD PROVISIONS

Agreement Modifications

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

Assignment of Responsibilities

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

Agreement for Identified Parties Only

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

Other Agreements

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

Authorization to Execute

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

Debarment Policy

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

Indemnification

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

Availability of Funds

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

Gift Ban

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

SIGNATURE PAGE

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

City of Oak Ridge

FED TAX ID NO: _____

Authorized Signer: _____

REMITTANCE ADDRESS:

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Act:

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)