



*meeting date: March 8, 2022*

*attachment(s): yes*

**FY21-22 Council budget amendment #1**

**STAFF COMMENTS AND/OR RECOMMENDATION:**

The requested amendment is attached and the Finance Officer can address any questions.

**NOTES:**

**COUNCIL ACTION AND/OR DIRECTION:**



February 24, 2022

**Re: Council budget amendment #1 (FY2021-22)**

Summerfield Town Council:

As provided in the approved FY2021-22 Budget Ordinance, the "The Finance Officer may not transfer any amounts between line items...except as approved by the Town Council." The following action is requested to accomplish the needs identified below:

Adjust amounts between line items as follows:

4013402 Planning/Planning-Capital Outlay/Land Use Development increase \$34,800.00 from \$30,000.00 to \$64,800.00

5010404 Public Property/Public Property Capital Outlay/Water & Fire Protection Study increase \$29,470.00 from \$0.00 to \$29,470.00

5010402 Public Property/Public Property Capital Outlay/Construction Services decrease \$59,470.00 from \$3,000,000.00 to \$2,940,530.00

Increased funds are needed in the FY2021-22 Land Use Development and Water & Fire Protection Study budgets due to approved contracts. Sufficient funds are available within Construction Services to cover these costs.

Respectfully,

Dee Hall  
Finance Officer



meeting date: March 8, 2022

attachment(s): yes

**Conflict of Interest Policy**

**STAFF COMMENTS AND/OR RECOMMENDATION:**

The State requires a town "conflict of interest policy" before disbursing funds for the recently-awarded Small Town Development Grant in the amount of \$50K. The conflict of interest provisions within other town governing documents do not suffice for this particular need, so the State forwarded a sample policy on which this draft is based.

**NOTES:**

**COUNCIL ACTION AND/OR DIRECTION:**



POLICY NAME: **CONFLICT OF INTEREST POLICY**

POLICY #: POL-2022-001

ORIGINAL ADOPTION DATE: 03-08-22 REVISION DATE(S):

ORIGINAL EFFECTIVE DATE: 03-08-22 REVISED PAGE(S):

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The purpose of the following policy and procedures is to prevent the personal interest of staff members, officers, and directors of the Town of Summerfield interfering with the performance of their duties to the Town of Summerfield or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of the Town of Summerfield.

Definitions: Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, and directors of the Town of Summerfield (hereafter referred to as "Town"). Governing Board (also board) means the board of directors. Director means an individual member of the board of directors. Staff member means a person who receives all or part of his/her income from the payroll of the Town.

Policy:

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full Board of Directors in all conflicts of interest, including but not limited to the following:
  - a) A director is related to another director.
  - b) A director is related to a staff member.
  - c) A director is also a staff member.
  - d) A staff member in a supervisory capacity is related to another staff member whom he/she supervises.
  - e) A director or staff member receives payment from the Town for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided in the bylaws and board policy.
  - f) A director or staff member is a member of the governing body of a contributor to the Town.
  - g) A director or staff member may have personal, financial, professional, or political gain at the expense of the Town.



- h) A director or staff member engages in activities that may cause a loss of public credibility in the Town or create a public impression of impropriety.
2. Following full disclosure of a possible conflict of interest or any condition listed above, the board of directors shall determine whether a conflict of interest exists and, if so, the board shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote without counting the vote of any interested director, even if the disinterested directors are less than a quorum, provided that at least one consenting director is disinterested.
  3. An interested director, officer, or staff member shall not participate in any discussion or debate of the board of directors, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.
  4. No director, officer, or staff member shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the staff member, officer, or director; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an officer, director, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.
  5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the board of directors and such transaction was approved by the board in full knowledge of such interest.
  6. The disinterested directors are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a director, officer, or staff member for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.
  7. Appeal from sanctions imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.
  8. In the event that the Town has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested director or staff member due to a conflict of interest and consequent sanctions and in the event that the Town prevails in such legal action, litigation, or appeal, the Town shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.



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## TOWN POLICY

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9. A copy of this policy shall be given to all directors, officers, and staff members upon commencement of such person's relationship with the Town. Each board member, officer, and staff member shall sign and date the policy at the beginning of his or her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

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*Tim Sessoms, Mayor*

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*Lance G. Heater, Town Clerk*

meeting date: March 8, 2022

attachment(s): yes

**A&Y Greenway (South) municipal agreement with NCDOT**

**STAFF COMMENTS AND/OR RECOMMENDATION:**

The A&Y Greenway (South) project was placed on NCDOT's project list and funding schedule in late 2015 as an 80%-funded-20%-match project. This followed the town's initiative to already have a significant amount of design and engineering underway and this work has been and is being performed by Stewart (a NC-based design and planning firm), along with its associated contractors. NCDOT's timeline was 2022 for right-of-way work with actual construction to follow in 2024. This schedule has remained.

The attached, core agreement has just been provided by NCDOT and is an important step in keeping the project moving forward. The numbers provided within the documents are the same dollar amounts specified in late 2015 that have been discussed publicly multiple times. This project was selected through prioritization; therefore, the NCDOT will cover 80% of actual costs, assuming the Division concurs with any increased costs at the time of formal bidding.

**The request is for approval of the agreement.** Note that it identifies Centerfield Road as the northern terminus, although Medearis Street is accurate for what's been designed thus far. NCDOT said that adjustments can be made after the core agreement is implemented. The town is trying to line up an appropriate NCDOT representative to answer any questions.

**NOTES:**

**COUNCIL ACTION AND/OR DIRECTION:**

## Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

**Entity:** Town of Summerfield

**County:** Guilford

**TIP:** EB-5900

**Project:** Summerfield South Greenway

**Scope:** construction of multi-use path from US 220 to Centerfield Road in Summerfield.

**Eligible Activities:**

<b>PE</b>	_____	Design
		Environmental
<b>ROW</b>	47258.2.1	ROW Acquisition
		Utility Relocation
<b>CON</b>	47258.3.1	Construction
<b>OTHER</b>		
<b>FEDERAL-AID</b>	0729003	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Transportation Alternatives Program	\$3,428,000	80 %	\$857,200	20 %
<b>Total Estimated Cost</b>			<b>\$4,286,000</b>	

**Responsibility:** The Town of Summerfield shall be responsible for all aspects of the project.



NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -  
FEDERAL**

GUILFORD COUNTY

DATE: 03/01/2022

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: EB-5900

AND

WBS Elements: PE \_\_\_\_\_

ROW 47258.2.1

TOWN OF SUMMERFIELD

CON 47258.3.1

OTHER FUNDING:

FEDERAL-AID NUMBER: 0729003

CFDA #: 20.205

Total Funds [NCDOT Participation] \$3,428,000

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 Summerfield, hereinafter referred to as the "Municipality".

**WITNESSETH:**

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

WHEREAS, the Municipality has requested federal funding for Summerfield South Greenway, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$3,428,000 for the Project; and,

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

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

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

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

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

## **1. GENERAL PROVISIONS**

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

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

### **AGREEMENT MODIFICATIONS**

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

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

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

### **PERSON IN RESPONSIBLE CHARGE**

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

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

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

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

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

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

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

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

## **2. SCOPE OF PROJECT**

The Project consists of construction of multi-use path from US 220 to Centerfield Road in Summerfield.

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

- ROW Acquisition
- Utility Relocation
- Construction

as further set forth in this Agreement.

### 3. FUNDING

#### PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Transportation Alternatives Program. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

#### REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse eighty percent (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Three Million Four Hundred Twenty Eight Thousand Dollars (\$3,428,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

**FUNDING TABLE**

<b>Fund Source</b>	<b>Federal Funds Amount</b>	<b>Reimbursement Rate</b>	<b>Non-Federal Match \$</b>	<b>Non-Federal Match Rate</b>
Transportation Alternatives Program	\$3,428,000	80 %	\$857,200	20 %
<b>Total Estimated Cost</b>			<b>\$4,286,000</b>	

#### WORK PERFORMED BY NCDOT