

Town of Boonville
October 4, 2022, Regular Meeting Minutes
Harvey E. Smith Municipal Building

The following were in attendance at the 10/4/22 regular meeting: Mayor Vaughn Benton; Commissioners David Cox, Monica Craver, Tim Driver, and Dwaine Dobbins. Also in attendance were Finance Officer/Town Clerk Kim Wells, Police Chief Jeff Hobson, Administrative Assistant/Zoning Officer Steve Hutchens, and Public Works Director Tim Collins. Attorney James Freeman was present through Zoom. Mayor Pro-tem Justin Phillips was absent.

- I. Call to Order and Welcome:** Mayor Benton called the 10/4/22 meeting to order at 7:03 p.m.
- II. Conflict of Interest Issues and Approval of Agenda:** Commissioner Craver motioned to accept the agenda as written. Commissioner Cox seconded, and the motion passed unanimously.
- III. Pledge of Allegiance and Prayer:** Mayor Benton led the Pledge of Allegiance and the prayer.
- IV. Adoption of minutes:** Commissioner Craver motioned to accept the 9/6 regular meeting minutes, 9/6 closed session minutes, and 9/13 recessed meeting minutes as written. Commissioner Cox seconded, and the motion passed unanimously.
- V. Public Comments:** None were voiced.
- VI. Old Town Business:**

- A. American Rescue Plan Act (ARPA) Fund Projects:** Ethan Gartin, TRC Companies, reported on the status of the ARPA projects. Because of continued issues with the dump truck, Commissioner Craver reported that the original \$300,000 allotment was used to purchase the dump trailer.
- B. Zirrus Franchise Agreement:** Commissioner Craver reviewed the draft ordinance for the Zirrus Franchise Agreement. The agreement states that Zirrus will be responsible for the repair and/or replacement of any water or sewer lines that may be damaged during installation. Commissioner Cox motioned to adopt the Ordinance Adopting and Enacting a Franchise with Yadkin Valley Telephone Membership Corporation d.b.a. Zirrus (Ordinance #2022-2). Commissioner Craver seconded, and the motion passed unanimously.

VII. New Town Business:

- A. Ratify the Purchase of the Dump Trailer from Southern Farm Supply:** Commissioner Craver motioned to ratify the purchase of the dump trailer. Commissioner Dobbins seconded, and the motion passed unanimously.
- B. Approval to Pay Consolidated Pipe Invoice 722967-000-000 in the Amount of \$2,411.48:** Public Works Director Tim Collins reported to the Board members that the Consolidated Pipe invoice was for supplies needed for the Public Works Department. Commissioner Cox motioned to approve payment of the invoice. Commissioner Driver seconded, and the motion passed unanimously.
- C. Façade Improvement Grants:** Commissioner Craver reviewed submitted applications from KS Services, Vintage Vines Boutique, and Shear Inspirations. Since the requirements of the grant applications had been met, Commissioner Craver motioned to grant each business \$500. Commissioner Cox seconded, and the motion passed unanimously.

VIII. Reports and announcements:

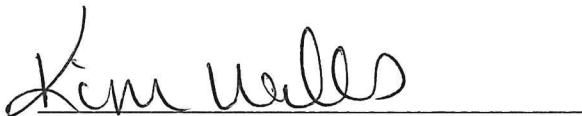
- A. Mayor's report:** Mayor Benton expressed his appreciation of the outstanding performance by Town of Boonville employees.
- B. Finance Officer's report:** Finance Officer/Town Clerk Wells reported that files had been delivered to Charles Scott's office to begin audit preparation.
- C. Zoning Officer's report:** Administrative Assistant/Zoning Officer Hutchens reported that several letters had been mailed regarding zoning violations. In addition, he reported that an illuminance meter had been purchased to ensure LED signs meet zoning guidelines.
- D. Public Works Director's report:** Public Works Director Tim Collins reported that since mowing season is almost over, activities are beginning to slow in his department. He informed the Board members that Brian Higgins had passed both pesticide licenses exams. Crystal Hutchens will retake the C-Well test in December. The Board members discussed the water drainage issue in front of the Yadkin Valley Marketplace. Commissioner Craver will contact NC Department of Transportation personnel for information on who to contact to correct the issue.

- E. Police Chief's report:** Police Chief Hobson stated that the new Dodge truck was almost ready to be picked up. Commissioner Cox commended the police officers for their handling of an issue at O'Reilly's Auto Parts.
- F. Fire Department Report:** There was no report from the Fire Department. Commissioner Craver reported that after meeting with Fire Department representatives, Fire Department personnel will coordinate the Small-Town Christmas parade including taking applications for participation in the parade as well as working closely with Boonville Police Department personnel.
- G. Departmental Commissioner's Reports:** Commissioner Driver had no items to report. Commissioner Craver reported on the status of items she had worked on since the last meeting. Commissioner Cox stated that he appreciated everyone's efforts, and that economic development was one of his priorities. He requested an estimated cost for police assistance for circumstances such the upcoming intersection project. Commissioner Dobbins had no items to report.
- H. Committee Reports as Needed:** There were no additional reports.
- I. IX. Closed Session per NCGS 143-318.11(a)(6) – Personnel:** Commissioner Craver motioned to go into closed session per NCGS 143-318.11(a)(6) for personnel. Commissioner Cox seconded, and the motioned passed unanimously. The closed session began at 7:44 p.m.

Commissioner Craver motioned to return to open session. Commissioner Cox seconded, and the motion passed unanimously at 8:20 p.m.

Commissioner Craver motioned that Tim Collins be moved from probationary status to permanent status as Public Works Director. Commissioner Driver seconded, and the motion passed unanimously.

- X. Adjourn:** Commissioner Cox motioned to adjourn. Commissioner Dobbins seconded, and the motion passed unanimously. The meeting ended at 8:21 p.m.


R. Devaughn (Vaughn) Benton, Mayor
Kim Wells, Finance Officer/Town Clerk

ORDINANCE #2022-__

AN ORDINANCE ADOPTING AND ENACTING A FRANCHISE WITH MOBILITIE, LLC Yadkin Valley Telephone Membership Corporation d.b.a. Zirrus

BE IT ORDAINED by the Town of Boonville, North Carolina, that:

Section 1. Short Title.

This ordinance shall be known and cited as the “Yadkin Valley Telephone Membership Corporation Franchise Ordinance.” Within this document it shall also be referred to as “this Franchise” or “the Franchise.”

Section 2. Grant of Franchise and Standing of Organizations.

Yadkin Valley Telephone Membership Corporation is a non-profit corporation created under Chapter 117 of the General Statutes of North Carolina, having its principal office at 1421 Courtney-Huntsville Road, Yadkinville, North Carolina 27055. Yadkin Valley Telephone Membership Corporation does business in North Carolina as “Yadkin Valley Telecom, Inc.” and “Zirrus”. Through its network located across central North Carolina, Yadkin Valley Telephone Membership Corporation presently provides its customers with local exchange, exchange access, long distance, business and residential security and internet access services.

The Town’s public rights-of-way are valuable public properties acquired and maintained by the Town at the expense of its taxpayers. Without a franchise agreement, Yadkin Valley Telephone Membership Corporation would be required to acquire rights-of-way. The administration of a franchise imposes upon the Town of Boonville additional regulatory responsibility and expense.

Pursuant to G.S. 160A-319(a) and 160A-296, the Town of Boonville(“Town”) hereby grants a nonexclusive franchise to Yadkin Valley Telephone Membership Corporation (“Grantee”), and its lawful successors, assigns, and transferees, to construct, install, operate, maintain, own and control Telecommunication Facilities or System to provide Telecommunication Service within the Town, and also authorizes and permits Grantee to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace telecommunication systems in or on the Public Way for the purposes of operating the Telecommunication Facilities or System(s) and providing Telecommunication Service. Grantee shall comply with all applicable lawful Town ordinances, standards and specifications applicable to telecommunication service providers and other users of Public Way in the Town, as amended from time to time. The Grantee acknowledges and accepts the legal right of the Town to issue this Franchise.

Section 3. Definitions.

The following additional definitions apply to this Franchise:

Public Way: Any street, alley, boulevard, parkway, highway, sidewalk or other public thoroughfare; however, specifically excluding any Town water and sewer utility easements, trails, parks and other recreational areas, unless specific consent is given by the Town in these areas.

Telecommunication Facilities or System ("Facilities"): Cabinets, fiber optic and coaxial cables, wires, conduits, optical converters, multiplexers, power amplifiers, drains, equipment, handholes, splice boxes, location markers, antennas, radios, microcells, remote radioheads, poles, meters, pedestals, power switches, vaults and other related equipment, facilities, or appurtenances, whether referred to singly or collectively, used or to be used to transmit, receive, distribute, provide or offer Telecommunication Service. However, Telecommunication System does not include a cable system as defined in Section 602 of the Cable Communication Policy Act of 1984 (47 USC 601 *et seq*), as amended from time to time, and does not include cable service and video programming provided over a cable system that requires a State franchise pursuant to Article 42 of Chapter 66 of the North Carolina General Statutes.

Telecommunication Service: The transmission, between or among points specified by the user, of information of the user's choosing, without change in the content of the information as sent and received, regardless of the facilities used, including, but not limited to, local exchange, exchange access, special access, point-to-point, long distance service, RF transport, and any other telecommunication service provided by Grantee to its customers authorized by Grantee's regulatory authorization or federal or state law. However, Telecommunication Service does not include cable service and video programming as defined in Section 602 of the Cable Communication Policy Act of 1984 (47 USC 601 *et seq*), as amended from time to time, and does not include cable service and video programming provided over a cable system that requires a State franchise pursuant to Article 42 of Chapter 66 of the North Carolina General Statutes.

Section 4. Franchise Term.

The term of this Franchise shall be effective as of the effective date, per Section 17, and extend for a period of twenty-five (25) years commencing on the effective date, unless extended, renewed, revoked, or terminated sooner in accordance with the provisions herein. The term of this Franchise shall be renewed automatically for one (1) successive term of twenty-five (25) years, each on the same terms and conditions as set forth herein, unless Grantee notifies the Town of its intention not to renew not less than sixty (60) calendar days prior to commencement of the relevant renewal term.

Section 5. General Information Required.

Prior to applying for approval from the Town's Public Works Director or proceeding to install any portion of its Facilities, or at any time during the term of this Franchise as may be reasonably requested by the Town, Grantee shall provide the following general information to the Town, in whatever detail the Town reasonably requires:

1. The identity and legal status of Grantee;

2. The name and contact information for the officer, agent, or employee of Grantee responsible for communications with the Town;
3. A good faith description, subject to change in the sole discretion of Grantee provided that Grantee provides the Town prior notice of such change, of Grantee's existing Facilities within the Town, if any, and, if requested by the Town, any known Facilities Grantee intends to install within the Town within the next year and the major routes proposed for such Facilities during such time period; provided, however, that with respect to any future plans by Grantee subject to this Section, the Town shall treat such plans as confidential information pursuant to Section 6 (Books & Records – Inspection) of this Franchise, to the fullest extent permitted by applicable law;
4. A statement as to whether Grantee intends to provide telecommunications service as that term is used in N.C.G.S. § 105-164.4(a)(4c) and is or will be subject to the tax in N.C.G.S. § 105-164.4(a)(4c).

Section 6. Books & Records – Inspection.

The Town may inspect the maps and plans related to Facilities in the Public Way owned, controlled, possessed, or operated by Grantee throughout the Franchise term for the following purposes: (a) to enforce compliance with the Franchise and applicable local law or regulation; (b) in the exercise of any lawful regulatory power; or (c) in connection with the Town's management of the Public Way, including, but not limited to, the location of Facilities in the Public Way. Material that the Town requires Grantee to furnish under this Section shall be produced upon reasonable written notice, no later than thirty (30) days after the prior written request for production. Requests for extensions of time to respond shall not be unreasonably denied. The Town agrees to hold in confidence any non-public information it learns from Grantee to the fullest extent permitted by law.

1. Grantee may request that the Town treat records containing trade secrets or proprietary information as confidential under the North Carolina Public Records law. To the extent authorized by the Public Records law and other applicable state and federal law, the Town shall maintain the confidentiality of information designated "Proprietary" by Grantee.
2. Upon request by the Town, Grantee shall provide copies of filings made at the Public Utilities Commission of North Carolina related to its Telecommunications System in the Town and copies of all information pertinent to payment of taxes under G.S. §§ ~~160A-211(d)~~, 105-164.4(a)(4c).

Section 7. Location, Relocation of Facilities, and Information Regarding Facilities.

1. Grantee shall locate its Facilities in locations approved by the Town, and such approval shall not be unreasonably withheld, conditioned, or delayed or otherwise inconsistent with the provisions of the laws of North Carolina including N.C.G.S.

§160A-296.1. Facilitation of Broadband Deployment (“Shot Clock statute”)- Conduit, fiber, cabling and wires shall generally be placed underground. Grantee shall locate conduit, fiber, wires, cabling and similar Facilities in existing ducts if such exist within or adjacent to the Public Way and have the capacity to hold Grantee’s cable(s) and if placement in such ducts is approved by the Town or the duct owner at reasonable and lawful rates, terms, and conditions. The cost of use of such ducts shall be borne by Grantee. Where public ways already exist and overhead utilities exist, then overhead location of Grantee’s facilities overhead is acceptable. Where public ways already exist and overhead utilities do not exist, then underground conduit and cable will be required. All location and relocation of Grantee’s facilities must comply with applicable Town Codes, including, but not limited to, any future excavation ordinance that the Town might enact.

2. With regard to Grantee’s fibers that the Town determines should be placed underground, if ducts with capacity to hold Grantee’s fibers do not exist in or adjacent to the Public Way, or if use of such ducts is not reasonably approved by the Town, or the duct owner after Grantee has exercised good faith efforts to obtain such use, Grantee may locate its Facilities underground in its own conduit or ducts upon demonstrating the following to the Town's satisfaction:
 - a. That sufficient space exists in the Public Way to accommodate such Facilities without interfering with existing or reasonably anticipated future utilities or trees or other large vegetation;
 - b. That excavation will not materially disrupt use of the Public Way and the other conditions the Town Code are met; and
 - c. That excavation, after restoration, will not negatively impact the condition of the Public Way.
3. Upon placement of any Facilities in the Town, Grantee shall become a member of NC811 (or its successor), if not already, and shall maintain such membership for the duration of the Franchise or future Franchise with the Town.
4. Grantee shall, for the duration of this Franchise and upon 180 days’ written notice by the Town, at no cost to the Town, relocate Facilities to other places mutually satisfactory to Grantee and to the Town or remove portions of its Facilities located in the Public Way in the event the Public Way ceases to be a Public Way dedicated to public use; or, if the Town, in its reasonable discretion, determines that the location of Grantee’s Facilities interferes with the efficient provision of utility services to Town residents, or reasonably conflicts with any highway, sidewalk, trail, redevelopment activity or other Town project, however funded, or with any project receiving public funding administered by the Town, provided that such removal shall not be unreasonably requested and that locations mutually satisfactory to Grantee and to the Town are available within such period and will not result in a material adverse effect on the quality or the availability of Grantee’s Facilities or System or Telecommunication Service. Otherwise, such time period shall be extended as reasonably necessary for Grantee to find an adequate relocation site. The Town shall

cooperate with Grantee, to the extent practicable, to identify alternative locations for the relocated Facilities.

5. All Facilities in the Public Way will be maintained in safe repair and condition throughout the term of this Franchise.
6. At any time throughout the period of this Franchise, the Town may request, and Grantee shall provide, a map and other information that may be requested by the Town regarding the location of Grantee's Facilities.
7. Nothing in this Franchise abrogates the right of the Town to perform or cause to be performed any construction, maintenance or repair of public improvements. Except when damage is caused by the Town's negligence or intentional misconduct, the Town and its officers, officials, employees, agents, attorneys, consultants and independent contractors shall not have any liability to Grantee or any reseller, lessee, or other user of Grantee's Facilities for any damage to Grantee's Facilities that occurs as a result of or in connection with any public improvements that: (a) in whole or in part are financed by the Town; (b) are executed pursuant to a contract with the Town; or (c) are dedicated to, or are accepted for, maintenance by the Town when completed. The term "negligence or intentional misconduct" shall not include any rupture, break or other damage to Grantee's Facilities resulting from the Town's efforts to repair public improvements in the event of an emergency as reasonably determined by the Town. For purposes of this Section, public improvements shall include, but not be limited to, water, sewer, and stormwater facilities, sidewalks, streets, traffic lights, and traffic signage.
8. Except in the case of emergency repairs, before Grantee constructs, installs, repairs or removes its Facilities along a portion of the Public Way, Grantee shall provide at least fourteen (14) days advance written notice to the Town so they may issue a statement to the public about the work to be performed in a specific Public Way.
9. At the termination, expiration, or forfeiture of this Franchise (as described in section 13.2 below), Grantee, shall, at the Town's request, remove its non-buried Facilities at its own cost, and restore the Public Way as provided below.
10. ~~Except in the case of emergency repairs, before Grantee constructs, installs, repairs or removes its Facilities along a portion of the Public Way, Grantee shall provide at least fourteen (14) days advance written notice to the Town who shall have the sole reasonable discretion of:~~
 - a. ~~Requiring printed signs conforming to North Carolina Department of Transportation ("NCDOT") regulations of at least three feet by three feet placed not more than 500 feet apart along such portion of the Public Way, or~~
 - b. ~~Requiring notice by first class mail to those along the Public Way, or~~
 - c. ~~Requiring a written notice left at places along the Public Way, or~~
 - d. ~~Having the Town issue a statement to the public about the work to be done in a specific Public Way, or~~
 - e. ~~Requiring no action, or~~

f. ~~Requiring any combination of actions described above.~~

11. ~~At the termination, expiration, or forfeiture of this Franchise, Grantee shall, at the Town's request, remove its Facilities at its own cost, and restore the Public Way as provided below.~~

Section 8. Approval to Proceed, Construction, Inspection, Restoration and Removal.

Prior to the placement of any Facilities in the Public Way, Grantee shall first obtain written approval from the Town's Public Works Director, whose approval shall not be unreasonably withheld. If the attachment, installation, operation, maintenance, or location of Facilities in the Public Way shall require any generally-applicable construction permits, Grantee, if required under applicable Town ordinances, shall apply for the appropriate permits and pay any standard and customary permit fees, so long as the permit fee and process that the Town requests from Grantee are functionally equivalent to the fees and the process that are applied to the incumbent local exchange carrier and/or the cable provider(s). In the case of generally applicable construction permits, the Town agrees to use reasonable efforts to review and approve Grantee's applications within thirty (30) calendar days of submittal. In the case of attachments to utility-owned pole infrastructure, or to any pole Grantee intends to place in the Public Way with the Town's consent, Grantee agrees to provide the Town a list of proposed attachment locations in advance of its deployment, and the Town agrees to use reasonable efforts to review and approve such list within ten (10) business days of submittal. If no written comment is received by Grantee from the Town within ten (10) business days, the application shall be considered approved, and no further action will be required prior to Grantee's installation.

Engineering maps, showing the location and/or depth and/or height of the Facilities in the Public Way and the method of placement of the Facilities, shall be provided to the Town as part of Grantee's request.

At the Town's request, as-built maps in such detail as the Town reasonably may require, shall be provided no more than sixty (60) days following the conclusion of construction, or at any other time as the Town reasonably may require. Grantee will advise the Town of any significant discrepancy between construction plans and actual construction.

Grantee also shall advise the Town if, during construction of the Facilities, such construction is within fifteen (15) feet of any water or sewer facilities.

Additionally:

1. Engineering, construction and as-built documents shall be provided in electronic form, in a format acceptable to the Town's Public Works Director. The Town's Public Works Director may require paper copies if mutually beneficial, but final documents must be digitized or provided in electronic formats for recordkeeping and archival purposes.
12. In addition to design maps and as-built maps, Grantee shall provide such other information regarding existing Facilities in the Public Way as the Town, upon written

request, reasonably may require, in such detail as the Town reasonably may require. Information that is a trade secret, proprietary, or confidential and that is identified as such by Grantee upon submission shall be maintained as confidential by the Town, to the fullest extent authorized by Public Records law and other applicable federal and state laws.

13. As part of a request for approval from the Town's Public Works Director, Grantee shall also provide a traffic control plan that meets the Town's standard or, as designated by the Town's Public Works Director, a standard provided by the NCDOT. Approval of the plan using any standard shall not constitute a determination that the traffic control measures are sufficient to protect the public.
14. Grantee shall take all precautions necessary to protect the public from increased risks or disruptions resulting from installation of Grantee's Facilities. Grantee shall maintain adequate warning signs, barricades, signals, other devices, and traffic control personnel necessary to provide for the safe and efficient flow of traffic. Grantee shall promptly repair and restore any damage to property resulting from installation, maintenance, or repair of, or other work performed on, its Facilities. Grantee shall be responsible for any claims made for actual damages to persons or property caused by work performed by Grantee in the Public Way.
15. Grantee shall comply with all applicable federal, state and local regulations, such as the National Electrical Code, National Electrical Safety Code, Fiber Optic Cable Installation Specifications, 1987 Telecommunication Industry Committee standards or successor standards, and traffic safety and/or lane closure rules and construction requirements promulgated by the Town and NCDOT as amended.
16. The Town may inspect Grantee's Facilities and restoration work performed by Grantee. Grantee shall notify the Town when it has completed each permitted portion of its Facilities, or at such other time the Town reasonably requests. Following inspection, Grantee shall make any changes or repairs directed by the Town. However, the Town shall not require changes to be made in the location of Facilities if such have been installed in accordance with the location shown on Grantee's approved construction permit.
17. Without limitation, Grantee shall restore land, utility lines, any individual service connections, other improvements, ground cover, and landscaping disturbed by Grantee's placement of its Facilities in the Public Way in the course of restoring the affected section of the Public Way in the area of the excavation to a similar functional condition as it was prior to the excavation. Grantee shall make the improvements or changes directed by the Town to such portions of the Public Way adjacent to the excavated area if similarly disturbed as a direct result of Grantee's work. Where permanent restoration is impractical because of weather or other circumstances, temporary restoration followed by permanent restoration may be required. Restoration shall be accomplished within a reasonable period of time. If Grantee does not complete the restoration within a reasonable period of time, the restoration may

be completed by the Town, and the actual cost of such restoration shall be promptly reimbursed by Grantee under the provisions of the Remedies Section.

18. Where restoration work performed by Grantee proves to be inadequate over time, as determined in the sole, reasonable discretion of the Town, Grantee shall perform additional restoration work as directed by the Town. The Town may determine that restoration work is inadequate for a period of one (1) year from the date of completion of the excavation work for Grantee's Facilities. Inspection and approval by the Town immediately after installation of Facilities does not constitute a waiver of the Town's rights to determine that the restoration work is not adequate over time and needs to be remedied by Grantee.
19. The Town's Public Works Director may approve the performance of repair or emergency work. When it is impossible for Grantee to give the Town notice of repair work because of the unexpected, emergency nature of such work, Grantee may perform such work provided notice is given to the Town's Public Works Director as promptly as possible after the commencement of such work.
20. Where possible, pole top antennas will be installed. That is, that they have the appearance of being nearly the same diameter as the pole. Where codes, standards, utility pole owner rules or standards, or other limitations or circumstances dictate, the alternate of a Pole Top Antenna that does not have the appearance described will be installed. Where codes, standards, utility pole owner rules or standards dictate, the alternate of a side arm mounted antenna will be permitted. Where possible, equipment will be placed on the pole rather than on the ground. However, ground mounted equipment is preferred when equipment mounted on the pole would be visually unappealing, or so large as to significantly change the visual appearance of the pole. When placed on the ground, equipment should be mounted in such a manner to minimize a hazard to traffic, pedestrian travel, and in such a manner to minimize normal landscaping maintenance.
21. Where possible, existing poles will be used. Where utility pole owner rules or standards dictate, approval must be given for specific individual new poles by the Town's Public Works Director who shall provide timely and reasonable review and consideration for such poles.

~~Section 9- Benefit to the Citizens.~~

~~————— In lieu of any direct franchise or other payment to the Town, Grantee will entertain opportunities not excluded by any law or regulation for the advancement of government for related services within the Town. Specifically, Grantee agrees to install Town-supplied cable or conduit along _____.~~

~~Should the simultaneous installation of Town-supplied cable or conduit along portions of the route identified above not come to fruition as a result of any issues, Grantee agrees to offer a similar colocation at no charge as part of a construction project elsewhere in the Town but~~

~~also coincident with Grantee's construction where the routing would be mutually agreeable to the Town and Grantee. It is expressly prohibited that any conduit provided to the Town be made available to a competitor of Grantee.~~

~~The installation of such items may be offered without charge to the Town and shall be in lieu of payments to the Town for this Franchise.~~

~~**Future Benefit to the Town.**~~

~~After the initial action described above is fulfilled, and when the plans of Grantee call for future work in a specific area within the Town, Grantee will offer to the Town similar opportunities to install compatible cable or conduit concurrent with Grantee's installation in the Public Way. Any charge for the installation will be at the sole discretion of Grantee who will weigh the value to the Town for the use of the Public Way.~~

~~**The implementation of this Section shall occur as follows:**~~

~~At the time of a request for approval of a construction permit is made to the Town's Public Works Director, the Town may request the installation of cable or conduit along Grantee's planned routing using infrastructure being used by Grantee. Grantee will use its best faith efforts to comply with the Town's request. The Town's request must be made within thirty (30) days of the submission of the application by Grantee.~~

~~The Town will be wholly responsible for providing the cable, conduit and appropriate items to be installed and their maintenance and upkeep, and for cable terminations, and the delivery of the ends of the cables or other such conveyance to specific locations not in the routing planned by Grantee.~~

~~The Town, where appropriate, will be wholly responsible for the maintenance and operation of its devices, conveyances, and property.~~

~~**Section 10. Fees and Costs.**~~

The Town may charge fees for services, approvals, inspections or other items as permitted by lawful ordinance or state law, provided that any fee applies uniformly and on a competitively neutral and non-discriminatory basis to all comparable activities by similarly situated uses of the Public Way as set forth in N.C.G.S. § 160A-296(a)(6).

1. Grantee shall pay a reasonable fee, if any, to reimburse the Town for the cost incurred by the Town for the Town's Public Works Director's approval at such time as each permit application is submitted. The Town acknowledges that the amount of such fee may be subject to limitations under federal and or state law, or both, and that there is no fee established at this time. The Town maintains the right to charge such a fee should one become necessary because of additional or unusual engineering review or other such need to adequately review the request for approval.

22. Grantee shall pay a reasonable fee, if any, to reimburse the Town for the cost incurred by the Town for inspection of Grantee's Facilities or restoration work completed by Grantee, which inspection may be performed by Town employees or by an independent contractor. Inspection shall include, but not be limited to, inspection and monitoring of facility placement, traffic control, and soil compaction and restoration. If the fee is not charged prior to inspection, Grantee shall pay the fee to the Town within thirty (30) days of receipt of a written invoice. The Town acknowledges that the amount of such fee ~~-will~~ be subject to limitations under federal or state law, or both, and that there is no fee established at this time. The Town maintains the right to charge such a fee should one become necessary because of additional or unusual services required to adequately inspect Grantee's Telecommunication Facilities.
23. Any invoice for a fee charged by the Town shall be sent to the person and address shown in Section ~~16~~15, Notices.

Section ~~11~~10. Indemnification.

To the extent not prohibited by law, Grantee shall defend, indemnify, and save harmless the Town (including the municipality, and its Council and employees) from and against all Charges to the extent that they arise from, in connection with, or out of this Franchise, or as a result of Grantee's action or inaction in constructing, operating, or maintaining its Facilities in the Town or from, in connection with, or out of any claim brought by any reseller, lessee or other user of Grantee's Facilities, as a result of any damage to Grantee's Facilities by the Town that occurs as a result of or in connection with any public improvements set forth in Section 7 (Location, Relocation of Facilities, and Information Regarding Facilities) of this Franchise.

As used in this Section, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within "Charges" are: (a) interest; and (b) actual amounts required to be paid for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules or orders.

In terms of limitation of Grantee's indemnification obligation, this Franchise shall not require Grantee to indemnify or hold harmless the Town against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence or intentional misconduct of the Town.

This indemnification is not intended, and shall not be interpreted, to reduce the obligations otherwise agreed to by Grantee elsewhere in this Franchise.

Section ~~12~~11. Insurance.

On or before the effective date of the Franchise, Grantee shall provide proof of the required insurance set forth below. Grantee shall maintain this insurance throughout the Franchise term. Insurance shall include:

1. Workers' Compensation coverage for all employees with Statutory Limits in compliance with applicable state and federal laws. The policy shall include Employers' Liability with a limit of one million dollars (\$1,000,000) for each occurrence.
24. Commercial General Liability with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence, ten million (\$10,000,000) annual aggregate. Coverage shall include premises/operations and products/ completed operations, broad form property damage, XCU Coverage, contractual liability, and independent contractors.
25. Business Auto Policy with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence, to include owned, hired, and non-owned vehicles.
26. The limits under subsections (2) and (3) above may be reached by any combination of primary and excess insurance. Self-insurance retentions in excess of one million dollars require approval of the Town.
27. The Town shall be named as an additional insured for any claims related to this Franchise. A copy of the endorsement to this effect must be submitted with insurance certificates. Certificates shall be mailed to the Town's address specified in Section 16, Notices. Sixty (60) days' notice is required prior to any change in the coverage, except for a cancellation notice for non-payment of premium. Grantee shall provide notice to the Town within three (3) business days of receipt of any notice of cancellation for non-payment of premium.
28. Grantee shall increase the amount of coverage and expand the types of coverage provided upon reasonable written request by the Town. Primary insurance shall be provided by a company authorized to do business in North Carolina.
29. It is specifically noted that as of the date of passage of this Franchise, Grantee has provided such demonstration of coverage.

Section ~~13~~12. Remedies.

1. **Cumulative.** In addition to the remedies provided for in this Section, either party may exercise all rights available under law. All remedies provided under law and under this Franchise shall be cumulative unless otherwise expressly stated. The exercise of one remedy shall not foreclose use of another, nor shall it relieve Grantee of its obligations to comply with the Franchise. Remedies may be used singly or in combination.
30. **Forfeiture.** In addition to any other rights set out elsewhere in this Franchise, the Town reserves the right to declare a forfeiture of this Franchise, and all of Grantee's rights arising hereunder, in the event that Grantee does not comply with any material

provision of this Franchise and does not cure such non-compliance under subsection 4 below.

31. **Reimbursement to the Town.** In the event Grantee fails to restore the Public Way disturbed by the installation or maintenance of its Facilities, or does not restore the Public Way or adjacent areas to the standards contained herein or specified by the Town, or does not complete restoration in a timely manner and does not cure any such failure pursuant to subsection 4 below, or causes any other damage to property within the Public Way or adjacent to the Public Way owned by the Town or by other Persons that it does not remedy or cause to be remedied in a timely way, as determined in the sole reasonable discretion of the Town, the Town shall have the right to perform or cause to be performed repair and restoration of the Public Way and/or adjacent areas and/or property within or adjacent to the Public Way and to pay any additional damage claims caused by Grantee's actions where such claims have not been paid by Grantee. The Town shall issue a written invoice to Grantee for the cost of any such repair or restoration performed or caused to be performed by the Town and for any damages for which the Town has paid. Grantee shall reimburse the Town for said costs within thirty (30) days of receipt of any such invoice. Grantee reserves the right to dispute any such invoice subsequent to payment thereof.
32. **Notice and Opportunity to Cure.** The Town shall give Grantee thirty (30) days written notice of its intent to exercise its forfeiture rights under this Section, stating the reasons for such action. If Grantee cures the problem within the thirty (30) days written notice period, or if Grantee initiates substantial effort to remedy the stated problem and diligently continues those efforts in such thirty (30) day period, and is likely to cure any problem within a reasonable period of time, the Town shall not declare a forfeiture under this Section.
33. **Court Action.** In the event Grantee brings a court action challenging any forfeiture declaration or termination of this Franchise by the Town ("Forfeiture Action"), the Town agrees that it will stay execution of the Forfeiture Action pending any court action by Grantee challenging the Forfeiture Action and a final court order on such challenge ("Final Court Order"). A Final Court Order as described in this paragraph is a court order that adjudicates the substantive issues in the court action brought and that is no longer subject to appeal in the respective state or federal judicial system in which the court action was brought. If the Final Court Order upholds the Forfeiture Action and Grantee fails to cure any and all material breaches giving rise to the Forfeiture Action within thirty (30) days after the Final Court Order, the Town may enforce the Forfeiture Action. Both parties consent to venue for any such court action being in the General Court of Justice, Yadkin County, North Carolina.
34. **Facility Removal.** After the termination, expiration, or forfeiture of this Franchise, Grantee shall, at the Town's request, remove its non-buried Facilities at its own cost and restore the Public Way as provided in Section 8 of this Franchise.
35. **Reimbursement to the Town.** In the event Grantee fails to restore the Public Way disturbed by the installation or maintenance of its Facilities, or does not restore the Public Way or adjacent areas to the standards contained herein or specified by the Town, or does not complete restoration in a timely manner and does not cure any

~~such failure pursuant to subsection 4 below, or causes any other damage to property within the Public Way or adjacent to the Public Way owned by the Town or by other Persons that it does not remedy or cause to be remedied in a timely way, as determined in the sole reasonable discretion of the Town, the Town shall have the right to perform or cause to be performed repair and restoration of the Public Way and/or adjacent areas and/or property within or adjacent to the Public Way and to pay any additional damage claims caused by Grantee's actions where such claims have not been paid by Grantee. The Town shall issue a written invoice to Grantee for the cost of any such repair or restoration performed or caused to be performed by the Town and for any damages for which the Town has paid. Grantee shall reimburse the Town for said costs within thirty (30) days of receipt of any such invoice. Failure by Grantee to pay said invoice within thirty (30) days shall be cause for the Town to exercise its prerogatives to declare a forfeiture pursuant to Section 14 of this Franchise, or exercise any other remedy available under law. Grantee reserves the right to dispute any such invoice subsequent to payment thereof.~~

~~**Notice and Opportunity to Cure.** The Town shall give Grantee thirty (30) days written notice of its intent to exercise its forfeiture rights under this Section, stating the reasons for such action. If Grantee cures the problem within the thirty (30) days written notice period, or if Grantee initiates substantial effort to remedy the stated problem and diligently continues those efforts in such thirty (30) day period, and is likely to cure any problem within a reasonable period of time, the Town shall not declare a forfeiture under this Section.~~

~~**Court Action.** In the event Grantee brings a court action challenging any forfeiture declaration or termination of this Franchise by the Town ("Forfeiture Action"), the Town agrees that it will stay execution of the Forfeiture Action pending any court action by Grantee challenging the Forfeiture Action and a final court order on such challenge ("Final Court Order"). A Final Court Order as described in this paragraph is a court order that adjudicates the substantive issues in the court action brought and that is no longer subject to appeal in the respective state or federal judicial system in which the court action was brought. If the Final Court Order upholds the Forfeiture Action and Grantee fails to cure any and all material breaches giving rise to the Forfeiture Action within thirty (30) days after the Final Court Order, the Town may enforce the Forfeiture Action. Both parties consent to venue for any such court action being in the General Court of Justice, Yadkin County, North Carolina.~~

36. ~~**Facility Removal.** After the termination, expiration, or forfeiture of this Franchise, Grantee shall, at the Town's request, remove its Facilities at its own cost and restore the Public Way as provided in Section 8 of this Franchise.~~

Section 1413. Termination.

This Franchise may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default

(or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within fortyfive (45) days or fails thereafter diligently to prosecute such cure to completion). Except as expressly provided herein, the rights granted under this Franchise are irrevocable during the term.

Section ~~15~~14. Assignment.

This Franchise shall not be assigned by Grantee without the express written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of Grantee to a parent, subsidiary, or other affiliate of Grantee or to any successor in interest or entity acquiring fifty-one percent (51%) or more of Grantee's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Franchise and therefore shall not require the consent of the Town, provided that Grantee reasonably demonstrates to the Town Council or its lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of Grantee immediately prior to the transfer; (ii) any such transferee assumes all of Grantee's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with Grantee's management team, in the provision of telecommunications or similar services, evidence an ability to operate the Facilities. Grantee shall give at least thirty (30) days' prior written notice (the "Exempted Transfer Notice") to the Town of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why Grantee believes the Exempted Transfer Criteria have been satisfied. The Town Council or its lawfully empowered designee shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that Grantee gives the Town its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. If the Town Council or its designee fails to act upon Grantee's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the Town Council or its designee that Grantee has in fact established compliance with the Exempted Transfer Criteria to the Town's satisfaction.

Section ~~16~~15. Notices.

Except as otherwise provided herein, all notices from Grantee to the Town pursuant to this Franchise shall be to the Mayor or his/her designee, as follows:

Mayor
Town of Boonville
PO Box 326 (If by USPS)
110 N. Carolina Avenue
Boonville, NC 27011

Grantee shall maintain with the Town, throughout the term of this Franchise, an address for service of notices by mail, which are as follows:

Seth Dunlap, VP Finance

Yadkin Valley Telephone Membership Corporation
1421 Courtney-Huntsville Road
Yadkinville, NC 27055

Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

Section ~~17~~16. Effective Date.

The effective date of this Franchise shall be the date of the second passage of this ordinance in accordance with the provisions of the Boonville Town Charter and the North Carolina General Statutes.

Section ~~18~~17. Waiver of Breach.

The waiver by either party of any breach or violation of any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Franchise.

Section ~~19~~18. Severability of Provisions.

If any one or more of the provisions of this Franchise shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Franchise and shall not affect the legality, validity, or constitutionality of the remaining portions of this Franchise.

Section ~~20~~19. Consent Criteria.

In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Franchise, such party shall not unreasonably delay, condition, or withhold its approval or consent.

Section ~~21~~20. Representations and Warranties.

Each of the parties to this Franchise represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

Section ~~22~~22. Amendment of Franchise.

This Franchise may not be amended except pursuant to a written instrument signed by both parties.

Section 232. Order of Precedence

If any Section contained herein is found to be in conflict with the rules governing the Economic Development Administration's (EDA) Grant Program, EDA Investment No. 04-79-07585, EDA's rules will take precedence.

Section ~~234~~23. Entire Franchise.

This Franchise contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Franchise which are not fully expressed herein.

TOWN OF BOONVILLE

First adopted by the Boonville Town Council in regular session on _____.
Final Adoption by the Boonville Town Council in regular session on _____.

Vaughn Benton, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Wells, Town Clerk

James N. Freeman, Jr., Town Attorney

GRANTEE ACCEPTANCE

This ____ day of _____, 2022.

YADKIN VALLEY TELEPHONE MEMBERSHIP CORPORATION

By: _____

Name: _____

Title: _____

SALES ORDER

SOUTHERN FARM SUPPLY

N^o 0040262

P.O. Box 128

2335 W. Memorial Hwy.

Union Grove, NC 28689

(704) 539-5000

CUSTOMER'S ORDER NO.		DEPARTMENT	DATE
NAME		9-20-2022	
ADDRESS		Town of Boonville	
110 N. Carolina Ave			
CITY-STATE, ZIP		Boonville NC 27011	

SOLD BY	CASH	C.O.C.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
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QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	2022 Dump Truck 14x4 H&H Trailer		
2			
3			
4	\$N: 5HABD1427PN115730		
5			
6			
7			
8			10600.00
9			
10			
11			
12			
13			
14			
15			
16			
17			
RECEIVED BY			

SALES ORDER

KEEP THIS SLIP FOR REFERENCE

Consolidated Pipe & Supply Co., Inc.

2410 BINFORD STREET
GREENSBORO NC 27407

Original Invoice

INVOICE DATE
9/16/2022

INVOICE NUMBER
7222967-000-000

PAGE
1 OF 1

SOLD TO:

300-810-50400-40033

Account No.
721290

SHIP TO:

TOWN OF BOONVILLE
471 LON AVE /CALL 24 HRS
BEFORE DELIVERY "CRYSTAL"
336-258-0223
BOONVILLE

NC 27011

BOONVILLE TOWN OF
P O BOX 326

NC 27011

JOB:

Customer Order No.

Terms of Sale

NET 30

Ship Date
9/15/2022

Ship Via
OUR TRUCK 6484

Ship From
CPS-GREENSBORO

Line No.	Ordered	Shipped	Back Ordered	F.O.B. DESTINATION	Description	Unit Price	Per	Sales Amount
1	12	12		322279	3/4 MUL H15403-N COMP UN	26.50	EA	318.00
2	6	6		37829	3/4 MUL P25008-N BAL CORP STOP	60.00	EA	360.00
3	3	3		30075	3/4 AMERICAN G100 BRZ BV LEAD FREE	14.00	EA	42.00
4	12	12		219087	3/4 SB 244-00008803-000 CTS REDI CLM 3	25.00	EA	300.00
5	12	12		203054	2 DRESS 0065-0035-003 GALV CPLG	30.00	EA	360.00
6	6	6		243338	4 IND SEAL 151-44 DIXCI/PVC CPLG	10.00	EA	60.00
7	12	12		203046	3/4 DRESS 0065-0031-003 GALV CPLG	18.00	EA	216.00
8	6	6		30005	3/4 MUL H15526-N COMP 1/4 BEND	35.00	EA	210.00
9	6	6		33862	3/4 MUL H15381-N COMP TEE	60.00	EA	360.00
10	6	6		222973	4 PVC-DWV SCH40 PLUG F/ C/O	5.50	EA	33.00
STATE SALES TAX - NORTH CAROLINA COUNTY SALES TAX- YADKIN								107.30 45.18
Invoice Amount								2,411.48

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

NVRIP

Town of Boonville
FAÇADE IMPROVEMENT GRANT APPLICATION

Applicant's Name: Kevin Seis
Phone #: _____ ☒ Owner _____ Tenant _____
Business/Building Name: KS Service
Applicant Address: 202 E. Main St. Boonville, NC 27011
Email Address: _____
Property Owner's Name: Same Contact # _____
Mailing Address: _____
Email Address: _____
Length of Time at this location _____ Length of remaining lease: N/A

Description of Project (attach additional pages as needed)

Mr. Seis has bought property + remodeling. Adding
3rd bay, office, exterior upgrade, bathrooms
update. Removed gas tanks. Repaving lot.

Total Estimated Cost of Improvement: \$ 50,000.00

Please check:

☒ I have attached project plans, specifications, or other appropriate design information. A professional architectural plan is not required.

____ I have attached samples of paint colors to be used on façade improvements or signage.

____ I have attached a photograph(s) of existing condition of the property.

____ I have attached copies of cost estimates for the project (minimum of two (2) estimates required)

N/A I have attached written permission from the property owner, if applicable.

☒ I understand that grant funds must be used only for the project described in this application. The work must be completed within six (6) months of the date that the grant is awarded. All work must be completed according to local building codes and ordinances and approved, when necessary, by the proper authorities.

☒ I also understand that this application will be reviewed before any work is done on the project and that no projects will be funded if work was done before application was approved.

☒ I understand that I am responsible for the maintenance of the façade improvements described here for a period of three (3) years from the date of project completion or until such time as the building is sold.

☒ I understand the improvement grant must be used for the project described in this application and that the Town of Boonville must review and approve the application prior to beginning construction. I understand that failure to comply with the approved application may result in losing my eligibility to receive funds.

☒ I acknowledge that the Town of Boonville, is obligated only to administer the grant procedures and is not liable to the applicant or third parties for any obligations or claims of any nature growing out of, arising out of, or otherwise related to the project or application undertaken by the applicant and/or owner. There is not principal/agent or employer/employee relationship between the town of Boonville and the applicant and/or owner.

☒ I acknowledge that this application must be accepted and all prerequisite rules and regulations must be complied with before the application can be considered for acceptance.

☒ I have attached the project plans and specifications or other appropriate design documentation.

Applicants Signature [Signature] Date: 9/9/22

Property Owner Kevin Seidedos Date: 9/9/22
(If different from above)
K. Seis. Properties

Complete and return to: **Town of Boonville, 110 N. Carolina Avenue, P. O. Box 326, Boonville, NC 27011**

This application has been approved by the following:

Signature, Zoning Officer: _____ Date: _____

Signature, Town Official: _____ Date: _____

Conditions/Comments:

**Boonville Business and Downtown Development Association
FACADE IMPROVEMENT GRANT APPLICATION**

Applicant's Name Cheryl Miller
Phone# 244-3427 ☒ Owner ☐ Tenant
Business/Building Name Vintage Vines Boutique, LLC
Applicant Address 107 E Main St, Boonville email Vintagevinesboutique@gmail.com
Property Owner's Name Cheryl Miller Phone # same
Mailing Address 410 N Carolina Avenue, Boonville email same
Length of Time at this location 3 months Length of remaining lease term (if applicable) forever

Description of Project (attach additional pages as needed)

Replacement of roof, overhangs and front
of building will be greatly improved.

Total Estimated Cost of Improvement \$

Please Check:

- ☐ I have attached project plans, specifications or other appropriate design information. A professional architectural plan is not required.
- ☐ I have attached samples of paint colors to be used on facade improvements or signage.
- ☐ I have attached a photograph(s) of existing condition of the property.
- ☐ I have attached copies of cost estimates for the project (minimum of two (2) estimates required)
- ☐ I have attached written permission from the property owner, if applicable.
- ☐ I understand that grant funds must be used only for the project described in this application. The work must be completed within six (6) months of the date that the grant is awarded. All work must be completed according to local building codes and ordinances and approved, when necessary, by the proper authorities.
- ☐ I also understand that this application will be reviewed before any work is done on the project and that no projects will be funded if work was done before the application was approved.
- ☐ I understand that I am responsible for the maintenance of the facade improvements described here for a period of three (3) years from the date of project completion or until such time as the building is sold.
- ☐ I understand the improvement grant must be used for the project described in this application and that the BBDDA and Boonville Town Board must review and approve the application prior to beginning construction. I understand that failure to comply with the approved application may result in losing my eligibility to receive funds.

- ☐ I acknowledge that the Boonville Business and Downtown Development Association is obligated only to administer the grant procedures and is not liable to the applicant, owner or third parties for any obligations or claims of any nature growing out of, arising out of or otherwise related to the project or application undertaken by the applicant and/or owner. There is no principal/agent or employer/employee relationship between the Boonville Business and Downtown Development Association and the applicant and/or owner.
- ☐ I acknowledge that this application must be accepted and all prerequisite rules and regulations must be complied with before the application can be considered for acceptance.
- ☐ I have attached the project plans and specifications or other appropriate design documentation.

Applicant's Signature Cheryl Miller Date 9-22-22
 Property Owner _____ Date _____
(if different from above)

Complete & return to: **Boonville Business and Downtown Development Association, P.O. Box 326,
 Boonville, NC 27011**

This application has been approved by the following:

Signature, Zoning Enforcement Officer _____ Date _____
 Signature, Yadkin County Building Inspector _____ Date _____
 Signature, BBDDA President _____ Date _____

Conditions/Comments:

Town of Boonville
FAÇADE IMPROVEMENT GRANT APPLICATION

Applicant's Name: Estela Belmonte / Shear Inspirations Salon, LLC
Phone #: 336-401-1827 Owner ☒ Tenant ☐
Business/Building Name: Shear Inspirations Salon, LLC
Applicant Address: 112 East Main St Boonville NC 27011
Email Address: shearinspirations1@yahoo.com
Property Owner's Name: Estela Belmonte Contact # 336-401-1827
Mailing Address: 603 East Main St Boonville NC 27011
Email Address: shearinspirations1@yahoo.com
Length of Time at this location 3 years Length of remaining lease: Owner

Description of Project (attach additional pages as needed)

Painting building

Total Estimated Cost of Improvement: \$ 500.00

Please check:

☐ I have attached project plans, specifications, or other appropriate design information. A professional architectural plan is not required.

☒ I have attached samples of paint colors to be used on façade improvements or signage.

☐ I have attached a photograph(s) of existing condition of the property.

☒ I have attached copies of cost estimates for the project (minimum of two (2) estimates required)

☐ I have attached written permission from the property owner, if applicable.

☒ I understand that grant funds must be used only for the project described in this application. The work must be completed within six (6) months of the date that the grant is awarded. All work must be completed according to local building codes and ordinances and approved, when necessary, by the proper authorities.

☒ I also understand that this application will be reviewed before any work is done on the project and that no projects will be funded if work was done before application was approved.

I understand that I am responsible for the maintenance of the façade improvements described here for a period of three (3) years from the date of project completion or until such time as the building is sold.

 I understand the improvement grant must be used for the project described in this application and that the Town of Boonville must review and approve the application prior to beginning construction. I understand that failure to comply with the approved application may result in losing my eligibility to receive funds.

 I acknowledge that the Town of Boonville, is obligated only to administer the grant procedures and is not liable to the applicant or third parties for any obligations or claims of any nature growing out of, arising out of, or otherwise related to the project or application undertaken by the applicant and/or owner. There is not principal/agent or employer/employee relationship between the town of Boonville and the applicant and/or owner.

 I acknowledge that this application must be accepted and all prerequisite rules and regulations must be complied with before the application can be considered for acceptance.

 I have attached the project plans and specifications or other appropriate design documentation.

Applicants Signature *E. A. B. L.* Date: 9/28/2022

Property Owner _____ Date: _____
(If different from above)

Complete and return to: **Town of Boonville, 110 N. Carolina Avenue, P. O. Box 326, Boonville, NC 27011**

This application has been approved by the following:

Signature, Zoning Officer: _____ Date: _____

Signature, Town Official: _____ Date: _____

