

Agenda
City of High Shoals
Regular Council Meeting
November 14, 2023

- Call to Order
- Invocation
- Pledge of Allegiance
- Approval of Agenda
- Approval of Minutes

Citizens' comments/concerns: The City of High Shoals Council offers citizens the opportunity for Public Expression issues per NCGS 160A-81.1 (limited to 3-5 minutes per speaker).

Good of the Order: This is a time set aside for members to offer comments or observations (without formal motion) about the organization and its work. The good of the order is also the time to offer resolution to bring disciplinary charges against a member for the offenses committed outside a meeting.

➤ **Departmental Reports:**

- Police Report-Gaston County
- Financial-Dennis Cash
- Cemetery-Denese Cook
- Water/Sewer-Bo Rhyne
- Streets/Maintenance/Sanitation-Kathy Rhyne
- Parks/Recreation-Bobby Vassey
- Yard of the Month: 228 Holly Ridge Rd. David Spurling
- Vehicles-
- Administration/Mayor Report-PJ Rathbone

➤ **Old Business:**

- Discussion/Action: Military Banners

➤ **New Business:**

- Discussion/Action: Holiday Bonus
 - Brandi Strange
 - Brian Wilson
 - Robert Dusch
- Discussion/Action: (Brian) New employee (Council members have requested to remove probation due to superior work.
- Discussion/Action: Municipal Accounting Services, Cybersecurity, and technical assistance Memorandum Agreement with NC league of Municipalities.
- Discussion/Action: Ordinance Amendment Chapter 32
- Discussion/Action: Banners for Park
- Discussion/Action: Mill Property
- Discussion/Action: Interlocal Agreement Gaston County (water)
- Discussion/Action: Sewer issues at Lincoln Terrace
- Discussion/Action: Secondary Power Lines on State Street

- **§ 143-318.11. Closed session (6)** To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment; or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge, or removal shall be taken in an open meeting.

- Discussion/Action: Public Works employee

- **Motion to Adjourn**

Greetings to High Shoals.

I'm Eric Beam. I live in Dallas but for the first 35 years of my life I lived on River Street in High Shoals. My first real summer job when I was 15 was in the cloth room at the mill. MY Dad was one of the first assistant fire chiefs when the VFD was established. Though I live in Dallas now, I have never given up hope of living in High Shoals again. I still get my mail at BX 212 at the post office, the same box that was my mom's before I was born. I taught school for 41 years at West Lincoln and always looked forward to stopping at the post office on my way home. I'm the one that cleaned and restored the Meothidst church cemetery and added the flag for Mr. Fullenwider. Many times, when I was kid, I sat on that wall eating a hot dog from Don's Café. I once dreamed of buying the school and living in it to save it as a museum and I may have been able to if I hadn't been overseas when it was sold, but I guess the town needs the business more than it needed me.

I'm writing to thank all the High Shoals staff and the volunteers that made the 50th celebration a success. It was exemplary of small-town America at its' finest! I was concerned at first because of simultaneous festivals at Dallas and Stanley plus the early morning rain but was pleasantly surprised how it all turned out. There was a nice diverse choice of activities in the field and the wrestling ring was a unique touch. I spent many years playing Little and Pony league for High Shoals on that field.

The food choices were great, especially the bar Bar-B-que! When I first walked up and heard the music, I thought it was coming from a boom box. I couldn't believe it was coming from live bands-they were great!

I walked in the cemetery and sat on a bench on a bench to wait for the fireworks to begin. Except for a few people that had died many years before I was born, I knew or knew of everyone buried there. From that vantage point I could see the whole celebration. I teared up imagining what all the people in the cemetery would think if only they could see what I saw. I know they would be so proud of the town.

A special salute to whomever did the fireworks show, it was truly one of the prettiest I've ever seen, out doing many larger towns.

I want to also thank you for putting up the hometown heroes' banners. I knew almost all of them, my dad included. Thanks too for the newsletter you put out occasionally. It is reminiscent of the old "Town Crier" that was put out in the early years of the town. I wish someone had saved the old issues. May I suggest that in the newsletter you might mention Steves Bailey's website, "High Shoals Then and Now". It is a great resource for the new people moving in to learn about what and who came before them. I know it is inevitable that new citizens will always replace the older ones, but it's important that they learn the history and tradition of the town so that they can take pride in it and pass it on to future generations.

Again, thanks to everyone-great Job!!

Sincerely,



Eric Beam

PS: The Pumpkin Bridge was a great idea! Loved it!



10.19.23

Counsel members I wanted to let you know how much I enjoyed the 50th celebration! I met so many people and had the opportunity to enrich the relationships that I had already formed.

My reasoning to this card is to tell you about a prize employee Mr. Brian Wilson. Every time I passed him he was all smiles and non-stop working. I attempted to pick up some cans and put in the recycle box and he was thanking me. He made a comment about how everyone there was working hard to keep area clean.

Congratulations to your new employee and I look forward to seeing him again!
Melody Hoover-Nivens

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the Town of High Shoals (hereinafter the "Municipality") and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties ("Effective Date").

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "**League Grants**".

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors ("Contractors").

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League ("League Services"). See Exhibit A.
- Services rendered by one or more service providers ("Contractor Services") retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter "Additional Services") may be offered to the Municipality by the League during the League's Grant period pursuant to this Agreement. The Municipality's official, who is designated in the Municipality's adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/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).
- 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 ARP/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.

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

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality 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. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury."

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality 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.

The Municipality 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.

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

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (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.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (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.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

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 Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League 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.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. 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.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF HIGH SHOALS**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A

League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

7. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

Exhibit B

Contractor Services

American Rescue Plan Legal Representation

Consult with a North Carolina attorney(s) concerning requirements of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP) and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (commonly called Uniform Guidance).

The scope of this representation can include review, consultation and drafting regarding policy review, budget ordinance, internal controls, contracts, and ARP project selection and implementation.

Total cost of this grant provided service is not to exceed \$10,000. It is provided at no cost to the Municipality. Additional costs would be borne by the municipality.

These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services provided to the Municipality to assist in development of the Municipality's ARP project funded in part by the Municipality's ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds. ("ARP enabled funds" are described in numerous UNC SOG publications. See American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates' Canons NC Local Government Law (unc.edu)).

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "League Grants".

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League's Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF HIGH SHOALS:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the _____ day of _____, 2023

TOWN/CITY OF HIGH SHOALS

By: _____
(Name)
Mayor

ATTEST:

(Name)
Town Clerk

Exhibit A

**MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).**

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the Town of High Shoals (hereinafter the "Municipality") and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties ("Effective Date").

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant to the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "**League Grants**".

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors ("Contractors").

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League ("League Services"). See Exhibit A.
- Services rendered by one or more service providers ("Contractor Services") retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter "Additional Services") may be offered to the Municipality by the League during the League's Grant period pursuant to this Agreement. The Municipality's official, who is designated in the Municipality's adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/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).
- **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 ARP/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.

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

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality 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. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury."

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality 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.

The Municipality 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.

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

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (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.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (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.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

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 Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League 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.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. 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.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF HIGH SHOALS**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A

League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

7. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

Exhibit B

Contractor Services

American Rescue Plan Legal Representation

Consult with a North Carolina attorney(s) concerning requirements of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP) and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (commonly called Uniform Guidance).

The scope of this representation can include review, consultation and drafting regarding policy review, budget ordinance, internal controls, contracts, and ARP project selection and implementation.

Total cost of this grant provided service is not to exceed \$10,000. It is provided at no cost to the Municipality. Additional costs would be borne by the municipality.

These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services provided to the Municipality to assist in development of the Municipality's ARP project funded in part by the Municipality's ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds. ("ARP enabled funds" are described in numerous UNC SOG publications. See American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates' Canons NC Local Government Law (unc.edu)).

Must the attorney, clerk, or any other employee or official be reappointed and sworn in at each organizational meeting?

No. As noted above, since the board is a continuous legal body, its employees continue to be employed unless they are terminated. The election of new members to the board does not have any effect on their status as employees or as officers.

<https://canons.sog.unc.edu/2016/11/peaceful-orderly-transfer-power-answers-questions-organizational-meetings-swearing-new-board-members/>

ORDINANCE NO. 32.02

AN ORDINANCE AMENDING CHAPTER 32 OF
THE CODE OF ORDINANCES OF THE CITY OF HIGH SHOALS

WHEREAS, the City Council has determined that the Code of Ordinances of the City should be reviewed to ensure that the provisions contained therein are up-to-date with minor adjustments as needed to make the enforcement of the Ordinances and the general operation of the City more efficient; and

WHEREAS, the City Council have reviewed, discussed and researched the proposed Ordinance changes and recommended changes have been provided to the City Council and after review been found to be in the best interest of the City;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH SHOALS that Section 32.02 entitled "Office of City Clerk" of Chapter 32 of the Code of Ordinances entitled "Officers and Employees" is amended to read as follows:

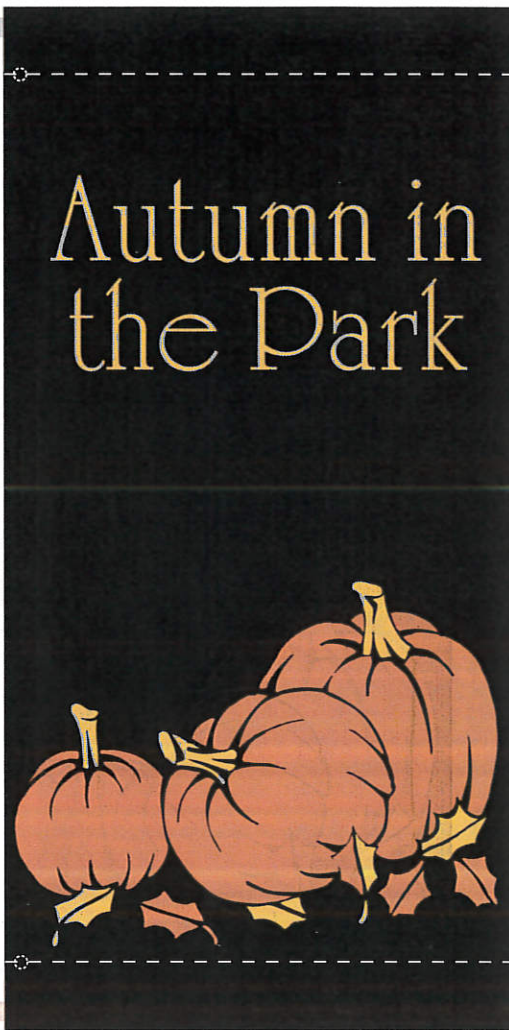
- (A)§ 160A-171 City Clerk; duties. There shall be a city clerk who shall give notice of meetings of the council, keep a journal of the proceedings of the council, be the custodian of all city records, and shall perform any other duties that may be required by law of the council.
- (B) The City Clerk shall also keep a well bound book to be styled the *High Shoals Code of Ordinances*, in which he or she shall fairly and correctly transcribe all ordinances which are enacted by the City Council.
- (C) It shall be the duty of the City Clerk to keep true, accurate and just books of accounts of the dealings and transactions of the city, which books shall show, at all times, the true condition of the city, its resources and liabilities and the disposition and use of the monies coming under the control of the city.
- (D) The City Clerk shall keep or cause to be kept in a safe place all monies, records, and accounts.
- (E) The City Clerk shall perform other duties as the Council may, from time to time, require.
- (F) The City Clerk shall disburse funds for the various purposes of the city only when an appropriation for the purpose has been made in the annual budget and the disbursement is authorized by the City Council.
- (G) The City Clerk shall act as Human Resources Director.
- (H) The City Clerk shall not be responsible for any social media accounts held by the city

Adopted and effective this the ____ day of _____, 2023.

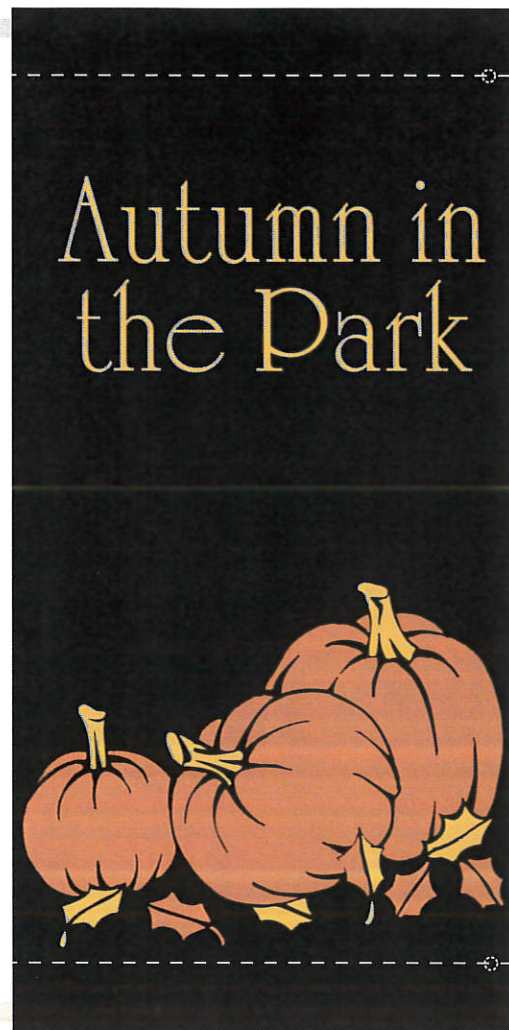
Mayor

Attest:

City Clerk



Front View



Back View



DISPLAYSALES

Sales Specialist: Joe
Artist: Victoria

Not an accurate representation of color or resolution

PROOF RESPONSIBILITY

Every effort has been made to create this proof accurately. We request that you review this proof carefully. Please review size, spelling, designation of ink color, and the placement of the design on the product.

ANY CRITICAL COLORS MUST HAVE A PMS NUMBER ASSIGNED. Display Sales cannot guarantee colors called out as CMYK or other formats. The appearance of colors may vary depending on your computer screen, the fabric, or printing process.

TO APPROVE THIS PROOF you may either *reply to the proof email* saying that you approve of a specified proof (e.g., "I approve of Proof A"), or print, sign, and return it via email or fax. We also accept Adobe E- Signatures.

ALL CUSTOM WORK IS A FINAL SALE. Printing trade customs relieve Display Sales of responsibility if work is printed per customer's approval.

NAME: _____ DATE: _____

FAX to Display Sales at 952-885-0099 **EMAIL** to proofs@displaysales.com

PROOF A 10/30/2023

A23525 High Shoals, NC

Product: Custom Pole Banner

Finished Size: 30" w x 60" h

Process: ☒ Digital ☐ Other

Media: ☒ Vinyl ☐ Poly Canvas ☐ Other

Assigned Ink Colors: All colors not assigned a PMS number will print in CMYK.

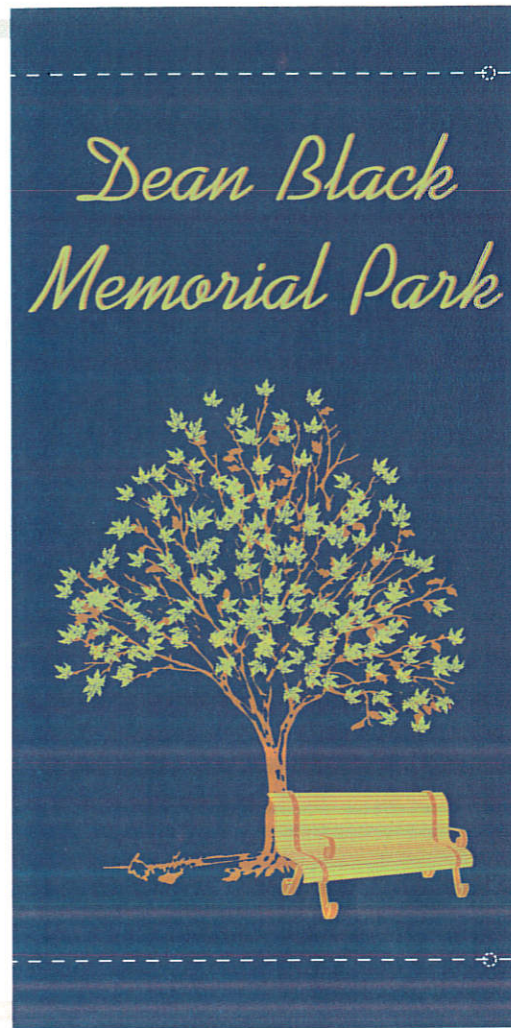
	PMS		PMS
	PMS		PMS
	PMS		PMS

Notes For Production:

3" Pole Pockets
2 Grommets



Front View



Back View



DISPLAYSALES

Sales Specialist: Joe
Artist: Victoria

Not an accurate representation of color or resolution

PROOF RESPONSIBILITY

Every effort has been made to create this proof accurately. We request that you review this proof carefully. Please review size, spelling, designation of ink color, and the placement of the design on the product.

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TO APPROVE THIS PROOF you may either *reply to the proof email* saying that you approve of a specified proof (e.g., "I approve of Proof A"), or print, sign, and return it via email or fax. We also accept Adobe E- Signatures.

ALL CUSTOM WORK IS A FINAL SALE. Printing trade customs relieve Display Sales of responsibility if work is printed per customer's approval.

NAME: _____ DATE: _____

FAX to Display Sales at 952-885-0099 **EMAIL** to proofs@displaysales.com

PROOF B 10/30/2023

A23525 High Shoals, NC

Product: Custom Pole Banner

Finished Size: 30"w x 60"h

Process: ☒ Digital ☐ Other

Media: ☒ Vinyl ☐ Poly Canvas ☐ Other

Assigned Ink Colors: All colors not assigned a PMS number will print in CMYK.

	PMS		PMS
	PMS		PMS
	PMS		PMS

Notes For Production:

3" Pole Pockets
2 Grommets

NORTH CAROLINA

GASTON COUNTY

INTERLOCAL AGREEMENT FOR CONSTRUCTION OF
WATER INFRASTRUCTURE

This Agreement, made and entered into this the ____ day of _____, 2023 by and between Gaston County, a political subdivision of the State of North Carolina (hereinafter referred to as "County") and the Town of Dallas, a North Carolina municipal corporation (hereinafter referred to as "Dallas"), and City of High Shoals, a North Carolina municipal corporation (hereinafter referred to as "High Shoals").

WITNESSETH:

WHEREAS, High Shoals has an insufficient water supply, which has resulted in severe water supply shortages during past periods of drought; and,

WHEREAS, Dallas, through its Water and Sewer Department (hereinafter "Department"), currently has available water system capacity to support this critical water need; and,

WHEREAS, pursuant to N.C.G.S. §§ 153A-164 and 160A-461, units of local government are authorized to enter into interlocal agreements for any undertaking; and,

WHEREAS, Dallas, High Shoals, and the County desire to jointly extend Dallas water infrastructure to serve High Shoals and its water customers, (hereinafter referred to as the "Project"); and,

WHEREAS, the County has been awarded Coronavirus State Fiscal Recovery Funds from the North Carolina Department of Environmental Quality (hereinafter "DEQ"), established in S.L. 2021-180 as part of the American Rescue Plan Act (hereinafter referred to as the "Grant") to provide funding to cover a portion of the costs of the Project as set forth herein; and,

WHEREAS, the County has agreed to provide any gap funds required to cover the remainder of the costs of the Project as set forth herein; and,

WHEREAS, the County has agreed to construct or let for construction the Project pursuant to all applicable State, Federal, and local rules and regulations; and,

WHEREAS, the project must be completed during the Grant's period of performance; and,

WHEREAS, the period of performance is defined as the total time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods; and,

WHEREAS, per the Grant Award Terms and Conditions, the period of performance for this Grant ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipients using award funds must obligate eligible costs prior to December 31, 2024; and,

WHEREAS, upon Project completion and acceptance, Dallas and High Shoals will assume operation and maintenance responsibility for separate portions of the Project until the end of the period of performance. The boundaries of the service areas are illustrated in Exhibit A, attached to this agreement. An operating agreement will outline each units' scope of responsibility until ownership is transferred from the County. Dallas and High Shoals will comply with US Treasury Terms and Conditions of Program Income requirements through the end of the period of performance; and,

WHEREAS, upon the end of the period of performance of the Grant, the County will transfer ownership of Project to Dallas and High Shoals as a part of its municipal water system. The boundaries of the service areas are illustrated in Exhibit A, attached to this agreement. Dallas and High Shoals will be responsible for meeting all Federal, State, and Local requirements for operating and maintaining Project.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, it is agreed between the parties hereto as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the terms and conditions under which County will construct, and Dallas and High Shoals will operate and maintain the water infrastructure described herein to relieve High Shoals of water supply challenges, and to serve areas north of Dallas including High Shoals.
2. **PROJECT DESCRIPTION:** The scope of work, in accordance with the application approved by the DEQ's Division of Water Infrastructure, includes construction of approximately 23,300 linear ft. of new water line, a new booster pump station, and a new elevated storage tank.
3. **PLANS AND SPECIFICATIONS:** The infrastructure shall be engineered, designed, and constructed in accordance with the specifications agreed to by Dallas and High Shoals. Dallas and High Shoals shall have the right to review and inspect all engineering, design, and construction to ensure all work meets said specifications. Dallas and High Shoals shall not be obligated to accept or maintain the Project if any portion thereof fails to meet their specifications. The engineering and surveying work is to be completed by the County or such other engineer as County shall select, at no cost to Dallas or High Shoals. Upon completion of the Project, County shall provide Dallas and High Shoals a set of as-built drawings.
4. **CONSTRUCTION OF THE PROJECT:** The County agrees to construct or let a contract for the construction of the Project in accordance with all applicable federal, state, and local laws, regulations, and ordinances. County agrees to contract with a professional Construction Engineer and Inspections Firm during construction. Dallas and High Shoals agree to coordinate independent inspections of the waterline construction pertaining to their respective service areas. County agrees to include minor modifications to existing infrastructure in the construction to successfully connect the Project to existing adjacent infrastructure. Upon project completion, Dallas and High Shoals shall operate and maintain the waterline infrastructure as part of their municipal water system according to the service areas illustrated in Exhibit A, attached to this agreement.
5. **PROJECT COSTS:** The cost of the Project is to be funded by the County using the secured Grant funds and local funds to cover any remaining costs. During construction, the County will install a tap for property owners that make such request within a reasonable amount of notice in order to do so,

as determined by the County. Dallas and High Shoals agree to waive tap fees for those customers that receive a County installed tap during the project. In addition to installing taps requested, the County will also make efforts to assist property owners with the cost of installing a water service line to their home or business. Costs unilaterally incurred by Dallas and High Shoals shall not be included in Project costs covered by the County (e.g., inspections, consultant costs, etc.). The County hereby agrees to reimburse Dallas and High Shoals for any costs incurred for materials specific to the project needs based upon documentation of the costs if County terminates the Project prior to successful completion.

The referenced Grant and local funds shall be applied to the costs of construction of the Project. In the event the referenced Grant and local funds are not secured, and suitable replacement funding is not secured, the Project shall not proceed, and this Agreement shall terminate. In the event the County is unable to secure a bid on the contract for the construction of the Project for the estimated amount or less and the parties are unable to agree on a mutually satisfactory arrangement to cover the costs above the estimated cost, the Project shall not proceed, and this Agreement shall terminate.

In anticipation of the extension of the water system and in preparation for the construction of the Project, the County has procured LKC Engineering (hereinafter referred to as "Engineer") to provide professional services for the Project.

The County shall act as lead agency and project manager for the construction of the Project and in the administration of all Grant and local match funds.

All Grant funding shall be administered by the County in accordance with the rules, laws, regulations, terms, and directives of the administering agencies that are applicable to or govern the Grant set forth above.

6. PROGRAM INCOME OBLIGATIONS:

DEFINITION: Program Income refers to gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f). Program income includes but is not limited to income from fees for services charged to new customers, or increased user fees for current customers due specifically to the Project. Program income also includes the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, and principal and interest on loans made with Federal award funds. Program income does not include special assessments, tax revenues, system development fees, availability fees, regulatory fees, contractual charges for infrastructure, charges to other local governments to reserve capacity, and penalty charges.

The Dallas and High Shoals shall provide the County with an estimate of Program Income that they expect to generate during the period of performance, based on the total potential customer connections and expected project completion date. This estimate must be provided in order for the County to obligate these expected funds prior to 12/31/2024. Dallas and High Shoals understands that the estimated and obligated program income does not determine the amount of funds available for use during the period of performance and instead, determines the maximum amount

of funds available for reconciliation and use during the period of performance. Dallas and High Shoals understand that any program income received beyond the amount obligated prior to 12/31/2024, will be paid to the Treasury.

REPORTING AND DOCUMENTATION: The County, Dallas, and High Shoals shall maintain accurate records of all program income generated, including the source, amount, dates of receipt, and use of funds. Dallas and High Shoals will report program income to the County, with supporting documentation, on a monthly basis.

USE OF PROGRAM INCOME: Dallas and High Shoals shall establish appropriate accounting procedures to track and retain program income in a special revenue fund separate from other operating revenue. The County will work to reconcile and appropriate program income on a quarterly basis. Provided that appropriate documentation has been provided to the County, reconciliation will then require approval from the County's Commission. Once approval is received, the County will notify Dallas and High Shoals of the amount of program income that is authorized for use from their individual special revenue funds. All unreconciled program income must remain in the special revenue fund until authorization for use has been granted. Any unreconciled program income remaining after the period of performance will be paid to the Treasury. There is no further obligation to track and report program income after the period of performance.

COMPLIANCE AND AUDITING: The County, Dallas, and High Shoals shall comply with all program income requirements imposed by the granting agency, including reporting, recordkeeping, and use of funds. Failure to comply with program income requirements may result in penalties or the need for repayment of funds to the granting agency. Any current regulations or updates from Treasury after the effective date of this Agreement, shall supersede any conflicting provisions found herein.

RETENTION AND ACCESS OF RECORDS: Records shall be maintained for a period of five (5) years following the end of the grant's period of performance. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) in order to conduct audits or other investigations. Dallas and High Shoals shall make available to the County, all reports and documentation related to program income to ensure compliance with the Federal Award.

7. PROPERTY MANAGEMENT: NEED SUGGESTIONS FROM COUNTY POLICY?

Any purchase of equipment or real property with grant funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations

8. OPERATION, MAINTENANCE AND EXTENSIONS: Upon project completion, Dallas and High Shoals shall operate and maintain the same as part of its municipal system per the terms agreed to in the operating agreement and according to the service areas illustrated in Exhibit A, attached to this agreement. Upon the end of the period of performance, all rights, title, and interest in Project, including, but not limited to, utility infrastructure, easements, and rights of way, shall be transferred

to Dallas and High Shoals accordingly, and they shall operate and maintain the same as part of their municipal systems from that point forward.

Dallas and High Shoals shall not unreasonably deny connection to the Project by a potential customer requesting service so long as there is sufficient water capacity to support new customers in the Project area and the customer otherwise complies with requirements to receive service, including the requirement to petition for voluntary annexation in exchange for receiving services. No service taps or connections shall be made to the Project except under the supervision and inspection of Dallas or High Shoals as appropriate and upon payment by the property owner of required water connection charges and availability fees, as applicable. By execution of this Agreement, Dallas and High Shoals acknowledge their continuing obligation to provide services to the specified Project areas upon customer compliance with all standard requirements.

WARRANTY: Dallas and High Shoals shall be covered by any warranties provided by manufacturers or suppliers of components or materials, as well as workmanship as outlined in the construction contract. In the event of defects or deficiencies discovered during the warranty period, the County will be promptly notified in writing of such defects or deficiencies.

9. **RIGHTS OF WAY:** County shall be responsible for the acquisition and creation of all easements, rights of way, and encroachment agreements and permits necessary for the construction of the Project. The costs of such acquisition shall be paid out of the Project funds provided by the County as set forth above. The Dallas or High Shoals, as applicable shall provide, without costs, deeds for rights of way across any municipal owned property, including conveyance of fee simple title for said property, if necessary for building the Project.
10. **LEAD AGENCY:** The County shall serve as the lead agency for the Project and shall commence and complete the Project within a reasonable time after the execution of this Agreement, subject to securing the necessary funds. The schedule for the Project shall be established by the County. Project dates shall be specified in the construction contract entered into between the County and the contractor(s) engaged to construct the Project. Completion of the Project in accordance with the contract schedule is contingent upon weather and/or other factors that might necessitate a delay in the construction schedule provided for in said construction contract.
11. **ACCESS:** Dallas and High Shoals shall have the right to inspect and approve documents, materials, papers, and other related items at any point in the Project, with proper notification to County. Further, Dallas and High Shoals shall have access, at all times, to the construction site for the purpose of construction observation. Dallas and High Shoals shall have the right to notify County of any construction that does not meet specifications or the engineering and design of the Project. Upon receipt of such notification County shall take every step necessary to ensure the construction of the Project meets specifications.
12. **INSURANCE AND INDEMNITY:** During construction, County shall provide the public liability insurance coverage and, to the extent permitted by North Carolina law, indemnify the City against any and all

damages to persons or property that may be incurred through injury or accident by reason of the County's negligent construction Project.

After project acceptance and execution of the operating agreement, and during the period of performance of the Grant which shall end 12/31/2026, City shall maintain and operate the system, provide the public liability insurance coverage and, to the extent permitted by North Carolina law, indemnify the County against any and all damages that may be incurred through injury or accident by reason of the City's negligent operation of Project. City shall name County as an additional insured.

13. SERVICE CHARGES: Upon completion and acceptance of the Project, Dallas and High Shoals shall thereafter have the sole and exclusive right to charge and collect for water service furnished to any consumer; and the County shall have no right or interest therein with the exception of managing the Program Income requirements set forth.
14. SERVICE PROVIDERS: Dallas and High Shoals shall be the exclusive provider of water services within their outlined service areas as illustrated in Exhibit A, attached to this agreement.
15. NO JOINT AGENCY ESTABLISHED: No joint agency is to be established as a result of the execution of this Interlocal Agreement, and each party shall manage its own personnel, respectively, as necessary for the execution of this undertaking.
16. DUPLICATE ORIGINALS: This Agreement shall be executed by the parties hereto in duplicate originals, each of which when executed shall constitute one and the same Agreement.
17. INVALID TERMS: Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of any party to this agreement, all parties shall attempt in good faith to negotiate and agree upon a replacement provision.
18. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
19. NOTICES: Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally delivering such notice to an officer or other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

TO THE COUNTY:

Ray Maxwell

P.O. Box 1578

Gastonia, NC 28053

TO THE CITY OF HIGH SHOALS:

NAME: PJ Rathbone

ADDRESS: 101 Thompkins St.

ADDRESS: High Shoals, NC 28077

TO THE TOWN OF DALLAS:

NAME: Maria Stroupe

ADDRESS: 210 N. Holland St.

ADDRESS: Dallas, NC 28034

20. **ENTIRE AGREEMENT:** This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this Agreement shall be valid or binding. This contract may not be enlarged, modified, or altered, except in writing signed by the parties and endorsed hereon. All parties acknowledge that any agreement regarding the sale of water by Dallas to High Shoals as a result of this project, will be addressed separately between Dallas and High Shoals and the County will not be a party to such agreement(s).
21. **AMENDMENT OR TERMINATION:** This Agreement may be amended or terminated only by an instrument in writing executed by all parties hereto, except as provided for in Section 5, Paragraph 2.
22. **REMEDIES IN THE EVENT OF DEFAULT:** In the event of Default by a party to this Agreement, the other party may exercise all legal and equitable remedies to which it is entitled.
23. **WAIVER:** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
24. **BINDING NATURE AND ASSIGNMENT:** This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party. Any assignment attempted without the written consent of the other party shall be void.
25. **GOVERNING LAW AND JURISDICTION:** North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceeding relating to this Agreement shall be brought in a court sitting in Gaston County, North Carolina. By execution of

this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Gaston County, North Carolina.

26. DISPUTE RESOLUTION: In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is unsuccessful, then by non-binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of repose or limitations. If non-binding mediation fails, disputes shall be resolved in Gaston County Superior Court.
27. TITLES OF SECTIONS: The section headings inserted herein are for convenience only and are not intended to be used as an aid to interpretation and are not binding on the parties.
28. NO DOCTRINE OF CONSTRUCTION AGAINST THE DRAFTER: All parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted and reviewed by Counsel for all parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
29. FORCE MAJEURE: Neither party to this Agreement shall be liable for any claims or damages if such claims or damages result or arise out of a failure or delay that is due to any act beyond the control of the party.

IN WITNESS WHEREOF, the undersigned municipal corporations and governmental entities have caused this Agreement to be executed on their behalf by their duly authorized representatives, having hereunto affixed their signatures and seals, the day and year first above written.

CITY OF HIGH SHOALS

By: _____ (seal)
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the **Clerk of the City of High Shoals** and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its **Mayor**, sealed with its corporate seal and attested by him/her as its Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2023.

My Commission Expires: _____

Notary Public

TOWN OF DALLAS

By: _____ (seal)
Town Manager

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the **Clerk of the Town of Dallas** and that by duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its **Town Manager**, sealed with its corporate seal and attested by him/her as its Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2023.

My Commission Expires: _____
Notary Public

GASTON COUNTY

By: _____ (seal)

County Manger or Designee

ATTEST:

APPROVED AS TO FORM:

Clerk to the Board

County Attorney

This document has been pre-audited in the manner required by the Local government Budget and Fiscal Control Act

Finance Director/Deputy finance Director

STATE OF NORTH CAROLINA
COUNTY OF GASTON

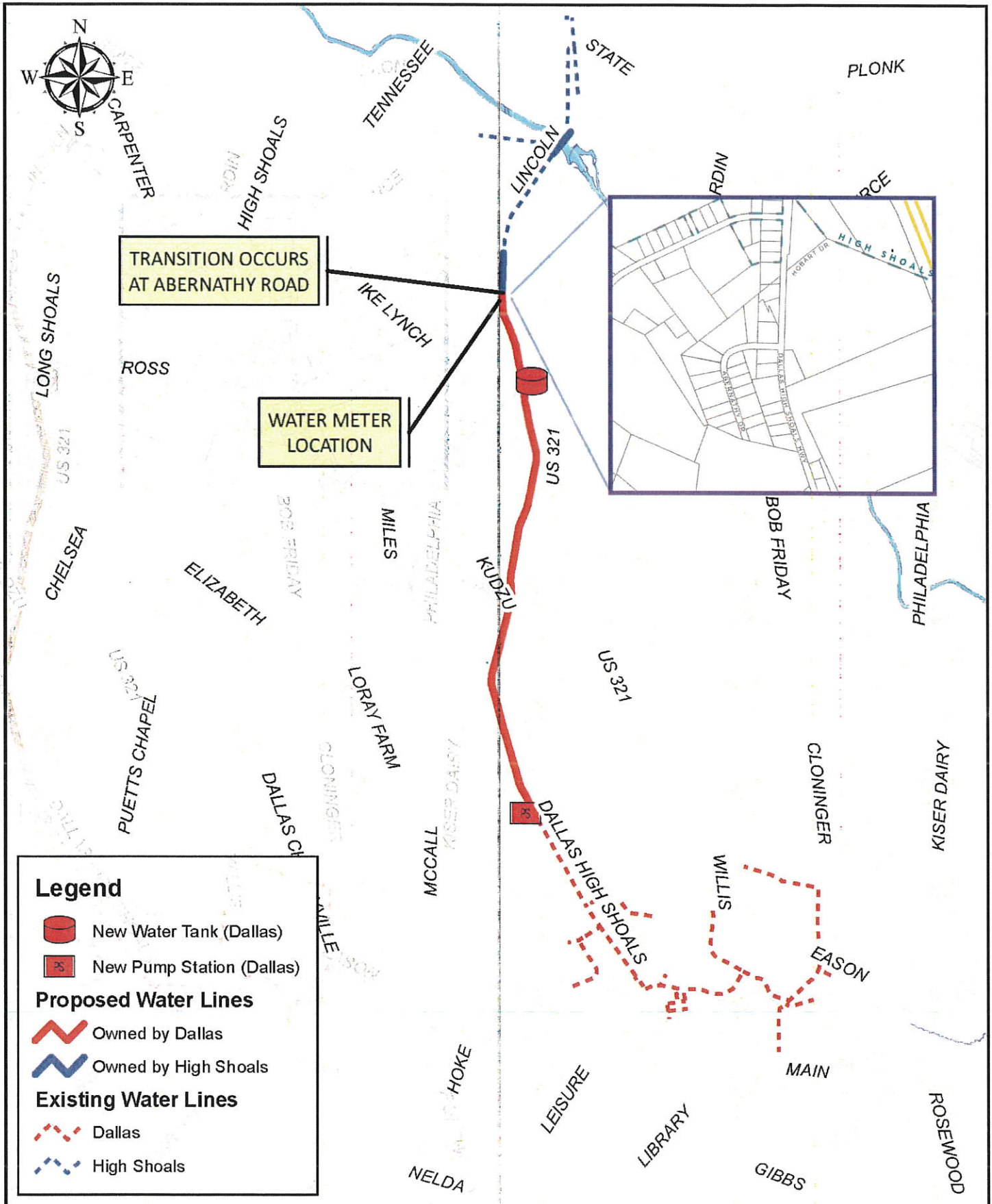
I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is **the (Deputy) County Manager/Assistant County Manager** and that by authority duly given as the act of the municipal corporation, the foregoing instrument was signed in its name by the designated party, sealed with its corporate seal and attested by him/her as its (Deputy) County Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2023.

My Commission Expires: _____

Notary Public

EXHIBIT A – SERVICE AREAS



Legend



New Water Tank (Dallas)



New Pump Station (Dallas)

Proposed Water Lines



Owned by Dallas



Owned by High Shoals

Existing Water Lines



Dallas



High Shoals

LKC

Engineering
Landscape Architecture
Surveying

INTERLOCAL AGREEMENT - WATER LINES
DALLAS / HIGH SHOALS WATER INTERCONNECTION
PROJECT NO. SRP-D-ARP-0075

Fund Or Attrib	Type	Disp Acct	Budget	YTD	Variance
Fund Or Attrib: 10 GENERAL FUND					
Type: Revenues					
10 GENERAL FUND	Revenues	10-3010-0000 Taxes Ad Valorem CY	\$181,711.00	\$97,379.57	(\$84,331.43)
10 GENERAL FUND	Revenues	10-3020-0000 Taxes - Ad Valorem - Prior	\$130.28	\$0.00	(\$130.28)
10 GENERAL FUND	Revenues	10-3025-0000 Taxes - Tag Fee	\$16,040.00	\$6,030.49	(\$10,009.51)
10 GENERAL FUND	Revenues	10-3250-0000 Privilege License	\$25.00	\$0.00	(\$25.00)
10 GENERAL FUND	Revenues	10-3290-0000 Interest On Checking	\$550.00	\$634.18	\$84.18
10 GENERAL FUND	Revenues	10-3291-0000 Interest on Savings	\$100.00	\$0.00	(\$100.00)
10 GENERAL FUND	Revenues	10-3292-0000 Interest on Capital Management	\$500.00	\$596.43	\$96.43
10 GENERAL FUND	Revenues	10-3293-5000 INTEREST ON POWELL BILL ACCT CORRECTED	\$50.00	\$0.96	(\$49.04)
10 GENERAL FUND	Revenues	10-3341-0000 Copies/Faxes/Notary Income	\$50.00	\$10.15	(\$39.85)
10 GENERAL FUND	Revenues	10-3342-0000 City Hall Rental	\$100.00	\$300.00	\$200.00
10 GENERAL FUND	Revenues	10-3343-0000 Returned Check Fee	\$100.00	\$0.00	(\$100.00)
10 GENERAL FUND	Revenues	10-3344-0000 Sign Rental	\$25.00	\$0.00	(\$25.00)
10 GENERAL FUND	Revenues	10-3345-0000 Cash Rewards from People's Bank	\$20.00	\$0.00	(\$20.00)
10 GENERAL FUND	Revenues	10-3346-0000 VENDOR PAYMENTS FOR CELEBRATION	\$0.00	\$995.00	\$995.00
10 GENERAL FUND	Revenues	10-3350-0000 Alcohol/Beverage	\$2,500.00	\$0.00	(\$2,500.00)
10 GENERAL FUND	Revenues	10-3370-0000 Franchise Tax	\$23,000.00	\$5,073.07	(\$17,926.93)
10 GENERAL FUND	Revenues	10-3430-0000 Powell Bill	\$60,500.00	\$8,943.22	(\$51,556.78)
10 GENERAL FUND	Revenues	10-3450-0000 Local Option Sales Tax (NC Sales & Use Tax Distrib.	\$65,000.00	\$25,378.72	(\$39,621.28)
10 GENERAL FUND	Revenues	10-3455-0000 Gaston County Sales Tax	\$29,500.00	\$13,244.22	(\$16,255.78)
10 GENERAL FUND	Revenues	10-3560-0000 Park Rental Income	\$100.00	\$0.00	(\$100.00)
10 GENERAL FUND	Revenues	10-3565-0000 Park Concession Income	\$0.00	\$1,558.00	\$1,558.00
10 GENERAL FUND	Revenues	10-3680-0000 Gas Tax Refund.	\$2,600.00	\$820.96	(\$1,779.04)
10 GENERAL FUND	Revenues	10-3710-0000 Cemetery Plots Income	\$1,400.00	\$200.00	(\$1,200.00)
10 GENERAL FUND	Revenues	10-3730-0000 Solid Waste Disposal Tax	\$480.00	\$121.07	(\$358.93)
10 GENERAL FUND	Revenues	10-3740-0000 Sanitation User Fee	\$46,000.00	\$19,877.67	(\$26,122.33)
10 GENERAL FUND	Revenues	10-3810-0000 Sale Of Surplus Property	\$520.00	\$0.00	(\$520.00)
10 GENERAL FUND	Revenues	10-3990-0000 Fund Balance Appropriation	\$82,000.00	\$0.00	(\$82,000.00)
Type: Expenses			\$513,001.28	\$181,163.71	(\$331,837.57)
10 GENERAL FUND	Expenses	10-4200-8020 Salaries	\$67,173.60	\$23,392.98	\$43,780.62
10 GENERAL FUND	Expenses	10-4200-8030 Mayor And Council	\$7,200.00	\$2,325.00	\$4,875.00
10 GENERAL FUND	Expenses	10-4200-8040 Professional Services	\$29,500.00	\$7,418.60	\$22,081.40
10 GENERAL FUND	Expenses	10-4200-8050 Social Security	\$4,315.20	\$1,778.54	\$2,536.66
10 GENERAL FUND	Expenses	10-4200-8070 Medicare	\$1,009.20	\$416.03	\$593.17
10 GENERAL FUND	Expenses	10-4200-8090 Unemployment Ins	\$1,350.00	(\$328.48)	\$1,678.48
10 GENERAL FUND	Expenses	10-4200-8110 Telephone & Postage	\$6,800.00	\$1,897.18	\$4,902.82
10 GENERAL FUND	Expenses	10-4200-8120 Public Notices-Printing	\$600.00	\$842.80	(\$242.80)

Fund Or Attrib	Type	Disp Acct	Budget	YTD	Variance
10 GENERAL FUND	Expenses	10-4200-8130 Utilities	\$4,000.00	\$1,545.29	\$2,454.71
10 GENERAL FUND	Expenses	10-4200-8140 Travel Expenses	\$7,000.00	\$4,552.54	\$2,447.46
10 GENERAL FUND	Expenses	10-4200-8142 Education/Schools	\$4,100.00	\$1,665.51	\$2,434.49
10 GENERAL FUND	Expenses	10-4200-8160 Maintenance Equipment	\$3,000.00	\$487.56	\$2,512.44
10 GENERAL FUND	Expenses	10-4200-8260 Advertising	\$400.00	\$147.20	\$252.80
10 GENERAL FUND	Expenses	10-4200-8330 Departmental Supplies	\$4,000.00	\$2,349.29	\$1,650.71
10 GENERAL FUND	Expenses	10-4200-8450 Contracted Services	\$18,000.00	\$13,917.44	\$4,082.56
10 GENERAL FUND	Expenses	10-4200-8530 Dues & Subscriptions	\$3,200.00	\$2,168.87	\$1,031.13
10 GENERAL FUND	Expenses	10-4200-8540 Insurance & Bonding	\$20,500.00	\$19,324.69	\$1,175.31
10 GENERAL FUND	Expenses	10-4200-8570 Miscellaneous	\$242.21	\$180.92	\$61.29
10 GENERAL FUND	Expenses	10-4200-8990 Contingency	\$5,410.00	\$0.00	\$5,410.00
10 GENERAL FUND	Expenses	10-4300-8450 Elections	\$1,600.00	\$0.00	\$1,600.00
10 GENERAL FUND	Expenses	10-5600-8020 Salaries	\$41,255.79	\$13,937.13	\$27,318.66
10 GENERAL FUND	Expenses	10-5600-8050 Social Security	\$2,376.09	\$862.16	\$1,513.93
10 GENERAL FUND	Expenses	10-5600-8070 Medicare	\$555.70	\$201.66	\$354.04
10 GENERAL FUND	Expenses	10-5600-8130 Utilities	\$11,500.00	\$4,207.08	\$7,292.92
10 GENERAL FUND	Expenses	10-5600-8160 Maintenance Equipment	\$3,000.00	\$521.45	\$2,478.55
10 GENERAL FUND	Expenses	10-5600-8170 Maintenance Truck	\$3,000.00	\$337.09	\$2,662.91
10 GENERAL FUND	Expenses	10-5600-8310 FUEL/GAS	\$9,000.00	\$1,825.18	\$7,174.82
10 GENERAL FUND	Expenses	10-5600-8330 Departmental Supplies	\$3,600.00	\$3,446.80	\$153.20
10 GENERAL FUND	Expenses	10-5600-8450 Contracted Services	\$20,000.00	\$854.79	\$19,145.21
10 GENERAL FUND	Expenses	10-5600-8570 Miscellaneous	\$5,000.00	\$2,363.85	\$2,636.15
10 GENERAL FUND	Expenses	10-5600-8740 Capital Outlay	\$0.00	\$947.14	(\$947.14)
10 GENERAL FUND	Expenses	10-5600-8750 Capital Lease	\$3,242.00	\$3,324.88	(\$82.88)
10 GENERAL FUND	Expenses	10-5600-8990 Contingency	\$3,000.00	\$0.00	\$3,000.00
10 GENERAL FUND	Expenses	10-5700-8730 Capital Outlay- Equipment	\$10,500.00	\$0.00	\$10,500.00
10 GENERAL FUND	Expenses	10-5700-8740 Powell Bill- Repairs Streets	\$50,000.00	\$971.11	\$49,028.89
10 GENERAL FUND	Expenses	10-5800-8020 Sanitation Salaries	\$18,226.00	\$6,695.79	\$11,530.21
10 GENERAL FUND	Expenses	10-5800-8050 Social Security	\$1,130.01	\$415.17	\$714.84
10 GENERAL FUND	Expenses	10-5800-8070 Medicare	\$264.28	\$97.13	\$167.15
10 GENERAL FUND	Expenses	10-5800-8170 Maintenance Truck including tires	\$3,500.00	\$6,818.21	(\$3,318.21)
10 GENERAL FUND	Expenses	10-5800-8310 FUEL/GAS	\$5,000.00	\$1,501.96	\$3,498.04
10 GENERAL FUND	Expenses	10-5800-8330 Departmental Supplies	\$379.00	\$192.57	\$186.43
10 GENERAL FUND	Expenses	10-5800-8450 GC Landfill (Dumping charges)	\$9,500.00	\$3,609.92	\$5,890.08
10 GENERAL FUND	Expenses	10-5800-8570 Miscellaneous	\$3,500.00	\$3,350.64	\$149.36
10 GENERAL FUND	Expenses	10-5800-8740 Capital Outlay	\$4,500.71	\$6,800.00	(\$2,299.29)
10 GENERAL FUND	Expenses	10-6200-8020 Salaries	\$20,904.00	\$10,106.18	\$10,797.82
10 GENERAL FUND	Expenses	10-6200-8050 FICA	\$1,296.05	\$553.53	\$742.52

Fund Or Attrib	Type	Disp Acct	Budget	YTD	Variance
10 GENERAL FUND	Expenses	10-6200-8070 Medicare	\$303.11	\$129.48	\$173.63
10 GENERAL FUND	Expenses	10-6200-8130 Utilities	\$5,000.00	\$1,345.08	\$3,654.92
10 GENERAL FUND	Expenses	10-6200-8160 Maintenance	\$1,500.00	\$0.00	\$1,500.00
10 GENERAL FUND	Expenses	10-6200-8330 Departmental Supplies	\$10,429.96	\$3,300.85	\$7,129.11
10 GENERAL FUND	Expenses	10-6200-8450 Contracted Services	\$20,000.00	\$17,811.39	\$2,188.61
10 GENERAL FUND	Expenses	10-6200-8570 Sponsored Events	\$23,570.04	\$23,570.04	\$0.00
10 GENERAL FUND	Expenses	10-6400-8020 Salaries	\$17,540.00	\$4,635.49	\$12,904.51
10 GENERAL FUND	Expenses	10-6400-8050 Social Security	\$815.33	\$393.43	\$421.90
10 GENERAL FUND	Expenses	10-6400-8070 Medicare	\$2,693.00	\$1,802.05	\$890.95
10 GENERAL FUND	Expenses	10-6400-8160 Maintenance	\$6,520.00	\$3,278.75	\$3,241.25
10 GENERAL FUND	Expenses	10-6400-8990 Contingency	\$1,000.00	\$0.00	\$1,000.00
			\$513,001.28	\$214,289.94	\$298,711.34
			\$1,026,002.56	\$395,453.65	\$630,548.91
Fund Or Attrib: 30 WATER & SEWER					
Type: Revenues					
30 WATER & SEWER	Revenues	30-3710-0000 Water Charges	\$112,000.00	\$36,690.38	(\$75,309.62)
30 WATER & SEWER	Revenues	30-3715-0000 Water Taps	\$2,500.00	\$2,500.00	\$0.00
30 WATER & SEWER	Revenues	30-3720-0000 Sewer Charges	\$106,000.00	\$32,437.23	(\$73,562.77)
30 WATER & SEWER	Revenues	30-3725-0000 Sewer Taps	\$2,500.00	\$0.00	(\$2,500.00)
30 WATER & SEWER	Revenues	30-3740-0000 Returned Check Fees	\$50.00	\$50.00	\$0.00
30 WATER & SEWER	Revenues	30-3750-0000 Reconnect & Late Fees	\$2,500.00	\$770.49	(\$1,729.51)
			\$225,550.00	\$72,448.10	(\$153,101.90)
Type: Expenses					
30 WATER & SEWER	Expenses	30-8100-8020 Salaries	\$32,000.00	\$7,185.94	\$24,814.06
30 WATER & SEWER	Expenses	30-8100-8040 Professional Services	\$500.00	\$0.00	\$500.00
30 WATER & SEWER	Expenses	30-8100-8050 Social Security	\$1,984.00	\$408.35	\$1,575.65
30 WATER & SEWER	Expenses	30-8100-8070 Medicare	\$465.00	\$95.52	\$369.48
30 WATER & SEWER	Expenses	30-8100-8110 Telephone & Postage	\$900.00	\$228.06	\$671.94
30 WATER & SEWER	Expenses	30-8100-8170 Maintenance Truck	\$700.00	\$0.00	\$700.00
30 WATER & SEWER	Expenses	30-8100-8310 FUEL/GAS	\$451.00	\$207.25	\$243.75
30 WATER & SEWER	Expenses	30-8100-8330 Chemicals & Supplies	\$2,500.00	\$790.90	\$1,709.10
30 WATER & SEWER	Expenses	30-8100-8450 Contracted Services	\$20,000.00	\$5,761.02	\$14,238.98
30 WATER & SEWER	Expenses	30-8100-8500 Water Purchase	\$54,000.00	\$11,135.93	\$42,864.07
30 WATER & SEWER	Expenses	30-8100-8540 Dues & Fees	\$1,500.00	\$0.00	\$1,500.00
30 WATER & SEWER	Expenses	30-8100-8990 Contingency	\$2,000.00	\$0.00	\$2,000.00
30 WATER & SEWER	Expenses	30-8200-8020 Salaries	\$15,236.00	\$4,077.85	\$11,158.15
30 WATER & SEWER	Expenses	30-8200-8050 Social Security	\$944.63	\$252.84	\$691.79
30 WATER & SEWER	Expenses	30-8200-8070 Medicare	\$220.92	\$59.15	\$161.77
30 WATER & SEWER	Expenses	30-8200-8110 Telephone & Postage	\$5,335.00	\$803.22	\$4,531.78

Fund Or Attrib	Type	Disp Acct	Budget	YTD	Variance
30 WATER & SEWER	Expenses	30-8200-8130 Utilities	\$7,500.00	\$1,808.33	\$5,691.67
30 WATER & SEWER	Expenses	30-8200-8160 Maintenance Equipment	\$1,500.00	\$0.00	\$1,500.00
30 WATER & SEWER	Expenses	30-8200-8170 Maintenance Truck	\$550.00	\$520.58	\$29.42
30 WATER & SEWER	Expenses	30-8200-8310 FUEL/GAS	\$2,838.45	\$1,572.87	\$1,265.58
30 WATER & SEWER	Expenses	30-8200-8330 Chemicals & Supplies	\$3,050.00	\$1,234.70	\$1,815.30
30 WATER & SEWER	Expenses	30-8200-8450 Contracted Services	\$16,390.00	\$3,979.14	\$12,410.86
30 WATER & SEWER	Expenses	30-8200-8500 SEWER PURCHASE	\$53,925.00	\$18,377.89	\$35,547.11
30 WATER & SEWER	Expenses	30-8200-8990 Contingency	\$1,060.00	\$0.00	\$1,060.00
			\$225,550.00	\$58,499.54	\$167,050.46
			\$451,100.00	\$130,947.64	\$320,152.36

