

Agenda

Town of Fairview



Agenda

Town Council Meeting
October 10, 2023 @ 6:30 pm

Meeting will be in the Fairview Town Hall Meeting Room

1. Call the meeting to order: ---Mayor Thomas

Invocation
Pledge of Allegiance

- a. Agenda Changes
- b. Approval of Agenda

2. Public Comments / Presentations:**

3. Consent Agenda:

- a) Financial and Tax Reports--- *Report Accepted as Information (including Pending Bills documentation provided at meeting)*
- b) Land Use Report---*Report Accepted as Information*
- c) Fund Balance Worksheet 2023-2024 --- *Report Accepted as Information*
- d) Fairview Park Event September Draft Minutes (*Minutes Accepted as Information*)
- e) Fairview Park Facility September Draft Minutes (*Minutes Accepted as Information*)
- f) Planning Board Draft Minutes (*No September Meeting*)
- g) Approve Council Minutes for September 12, 2023

Agenda

h) Approve Closing Town Hall December 26th

4. Items of Business:

Item 1: Discuss PARTF Grant Application for 2024 --- Mayor Thomas

Item 2: Discuss/Approve Estimate for Walking Trail Mulch --- Jerry Clontz

Item 3: Discuss NCLM Resolution/Agreement --- Mayor Thomas

5. Council Comments:

6. Adjournment

AS A COURTESY, PLEASE TURN CELL PHONES OFF WHILE MEETING IS IN PROGRESS

**** Public Comments are limited to 3 minutes**

Consent Agenda

A consent agenda is an effective means of managing the length of a meeting. It is normally made up of routine items that are not controversial in nature and upon which no further discussion is anticipated. Action on the consent agenda usually occurs early in the meeting with all items listed being approved by one motion and vote.

If any member of the governing body feels the need to discuss one or more of the items more fully, the item may be removed from the consent agenda and placed on the regular agenda.

Town of Fairview
Balance Sheet
As of October 3, 2023

	Oct 3, 23	Oct 3, 22
ASSETS		
Current Assets		
Checking/Savings		
First National Bank	803,542.97	840,284.54
Total Checking/Savings	803,542.97	840,284.54
Other Current Assets		
Franchise Tax Receivable	29,458.38	29,458.38
Investments		
Investments NCCMT	1,113.77	1,069.59
Total Investments	1,113.77	1,069.59
Prepaid assets	0.00	3,302.00
Sales Tax Receivable	8,289.82	8,289.82
Sales tax refund	2,006.73	945.87
Sales tax refund - Park grant	1,316.03	0.00
Sales tax refund - TH Grant	0.00	293.73
Taxes receivable	1,375.23	1,375.23
Taxes receivable - ad valorem	-1,551.16	-55.26
Taxes receivable - motor veh	1,122.33	1,156.98
Total Other Current Assets	43,131.13	45,836.34
Total Current Assets	846,674.10	886,120.88
Fixed Assets		
Accumulated Depreciation	-509,525.10	-509,525.10
Building and Improvements	1,332,303.56	1,332,303.56
Computer Equipment	10,073.66	10,073.66
Construction in Progress	8,123.05	8,123.05
Furniture and Equipment	1,698.00	1,698.00
Land	734,289.94	734,289.94
Land improvements	17,545.00	17,545.00
Leasehold improvements	27,486.25	27,486.25
Park equipment	152,883.99	152,883.99
Rental House	137,436.59	137,436.59
Total Fixed Assets	1,912,314.94	1,912,314.94
TOTAL ASSETS	2,758,989.04	2,798,435.82
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	9,709.07	14,382.34
Total Accounts Payable	9,709.07	14,382.34
Other Current Liabilities		
Accrued payroll	4,599.02	4,592.83
Deferred revenue - ad valorem	1,393.39	1,375.23
Payroll Liabilities	18.15	846.75
Prepaid taxes	0.00	41.29
Security deposit - rental house	1,450.00	1,450.00
Total Other Current Liabilities	7,460.56	8,306.10
Total Current Liabilities	17,169.63	22,688.44
Long Term Liabilities		
Cumulative rent reserve	6,520.00	0.00
Note payable on park land	440,000.00	480,000.00
Total Long Term Liabilities	446,520.00	480,000.00
Total Liabilities	463,689.63	502,688.44

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10/03/23
Accrual Basis

**Town of Fairview
Balance Sheet
As of October 3, 2023**

	<u>Oct 3, 23</u>	<u>Oct 3, 22</u>
Equity		
Allocated equity rent reserve	-6,520.00	0.00
Amount to be provided for LTD	-440,000.00	-480,000.00
Equity		
Fixed assets	1,912,314.94	1,912,314.94
Total Fund Balance	<u>1,207,568.00</u>	<u>1,207,568.00</u>
Total Equity	3,119,882.94	3,119,882.94
Retained Earnings	-333,935.90	-462,174.70
Net Income	-44,127.63	118,039.14
Total Equity	<u>2,295,299.41</u>	<u>2,295,747.38</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,758,989.04</u></u>	<u><u>2,798,435.82</u></u>

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Town of Fairview
 Operating Actual vs Budget
 Year ended 06/30/24

Ordinary Income/Expense	<u>Operating</u>	Budget	Actual Fav to Budget
Income			
Ad Valorem taxes	6,744.12	113,000.00	-106,255.88
Alcoholic beverage		14,000.00	-14,000.00
Festival income - vendors, etc	580.00		580.00
Fund balance appropriated		-4,930.00	4,930.00
Interest on delinquent taxes	42.65		42.65
Investment income	1,016.25		1,016.25
Motor vehicle taxes	2,652.49	12,500.00	-9,847.51
Rent reserve for park capital items	4,915.00	20,000.00	-15,085.00
Sales and use tax	18,700.38	58,000.00	-39,299.62
Transfer from ARP fund	21,812.19	23,000.00	-1,187.81
Utility Franchise taxes	29,411.05	127,000.00	-97,588.95
Zoning fees	4,450.00	17,000.00	-12,550.00
Total Income	<u>90,324.13</u>	379,570.00	-289,245.87
Expense			
Advertising and Promotion		1,000.00	1,000.00
Audit fees		9,600.00	9,600.00
Bank Service Charges	37.00	500.00	463.00
Capital outlay - Park		0.00	
Capital outlay - Office renovation		1,700.00	
Capital Outlay - Town Hall	395.36	11,000.00	
Debt repayment		57,160.00	57,160.00
Dues and Subscriptions	5,483.00	6,200.00	717.00
Elections expense		3,700.00	
Festival expense	1,797.29	20,000.00	18,202.71
Grants	1,500.00	2,500.00	1,000.00
Insurance Expense	6,697.54	7,200.00	502.46
Internet and website	3,621.00	11,000.00	7,379.00
Legal fees	1,648.10	10,000.00	8,351.90
Miscellaneous Expense	46.18	1,000.00	953.82
Office expense	6,999.10	26,250.00	19,250.90
Office utilities	1,038.05	6,500.00	5,461.95
Park Maintenance	5,322.84	40,000.00	34,677.16
Park Utilities	957.36	5,200.00	4,242.64
Payroll Expenses	32,820.84	56,600.00	23,779.16
Payroll Taxes		9,350.00	9,350.00
Planning and zoning		54,305.00	54,305.00
Professional Fees	700.00	3,000.00	2,300.00
Rental house repairs, etc	500.00	2,000.00	1,500.00
Salaries - Park		11,905.00	11,905.00

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Town of Fairview
Operating Actual vs Budget
Year ended 06/30/24

	<u>Operating</u>	<u>Budget</u>	<u>to Budget</u>
Solid Waste Manage cost share		8,000.00	8,000.00
Tax collection fees	164.87	2,200.00	2,035.13
Telephone Expense	321.82	1,200.00	878.18
Training expense		500.00	500.00
Zoning administration	567.54	10,000.00	9,432.46
Total Expense	<u>70,617.89</u>	<u>379,570.00</u>	308,952.11
Net Ordinary Income	<u>19,706.24</u>	0.00	19,706.24
Net Income	<u><u>19,706.24</u></u>		

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10/03/23

Accrual Basis

Town of Fairview Transactions by Account As of October 3, 2023

Type	Date	Num	Name	Memo	Class	Debit	Credit	Balance
First National Bank								789,697.76
General Journal	09/01/2023			Bank reconciliation discrepancy ck 10...			46.18	789,651.58
Deposit	09/04/2023			Deposit		100.00		789,751.58
Deposit	09/05/2023			Deposit		225.00		789,976.58
Deposit	09/06/2023			Deposit		100.00		790,076.58
Deposit	09/06/2023			Deposit		5,021.61		795,098.19
Bill Pmt -Check	09/07/2023	104197	CompuNetwork	Server and email hosting			360.53	794,737.66
Bill Pmt -Check	09/07/2023	104198	Cox Law Firm, PLLC	Municipal summer conference			368.10	794,369.56
Bill Pmt -Check	09/07/2023	104199	Gary Wilfong	Reimbursement			17.30	794,352.26
Bill Pmt -Check	09/07/2023	104200	Perry Laney Septic Tank				600.00	793,752.26
Bill Pmt -Check	09/07/2023	104201	Taylor's Landscaping Se...	Monthly lawn care			2,467.50	791,284.76
Bill Pmt -Check	09/07/2023	104202	Union County Public Wo...				251.38	791,033.38
Bill Pmt -Check	09/07/2023	104203	WM Corporate Services	Sept service			243.09	790,790.29
Bill Pmt -Check	09/07/2023	104204	Teresa Clontz	Cleaning office			200.00	790,590.29
Deposit	09/07/2023			Deposit		200.00		790,790.29
Deposit	09/07/2023			Deposit		29,411.05		820,201.34
Deposit	09/08/2023			Deposit		805.00		821,006.34
Check	09/11/2023	Draft	Duke Energy	Office power			293.05	820,713.29
Check	09/11/2023	Draft	Duke Energy	Park power			321.53	820,391.76
Deposit	09/11/2023			Deposit		125.00		820,516.76
Paycheck	09/12/2023	104207	Darrell H. Baucom				1,034.42	819,482.34
Paycheck	09/12/2023	104219	Teresa Gregorius				1,514.96	817,967.38
Paycheck	09/12/2023	104205	Bill F. Thomas				46.17	817,921.21
Paycheck	09/12/2023	104206	Chrisie B Black				46.18	817,875.03
Paycheck	09/12/2023	104208	Doug Buchanan				46.17	817,828.86
Paycheck	09/12/2023	104209	Edward D Humphries				2,706.13	815,122.73
Paycheck	09/12/2023	104210	Gary H Wilfong				161.61	814,961.12
Paycheck	09/12/2023	104211	Gary M Medlin				46.17	814,914.95
Paycheck	09/12/2023	104212	Jerry C. Clontz				1,050.54	813,864.41
Paycheck	09/12/2023	104213	John A Biggers, Jr.				138.52	813,725.89
Paycheck	09/12/2023	104214	Joshua H Presley				46.17	813,679.72
Paycheck	09/12/2023	104215	Patricia H. Kindley				138.52	813,541.20
Paycheck	09/12/2023	104216	Phillip C Thomas				184.70	813,356.50
Paycheck	09/12/2023	104217	Rodney B Stephens				46.18	813,310.32
Paycheck	09/12/2023	104218	Spencer L Thomas				813.47	812,496.85
Liability Check	09/12/2023	To Print	IRS	55-0789092			2,909.14	809,587.71
Liability Check	09/12/2023	To Print	NC Dept of Revenue	600391020			294.00	809,293.71
Bill Pmt -Check	09/12/2023	104220	N Focus				196.35	809,097.36
Check	09/12/2023	104221	FNB Commercial Credit	Credit card bill			474.88	808,622.48
Check	09/12/2023	104222	Perry Laney Septic Tank	Septic pumping			300.00	808,322.48
Check	09/12/2023	104223	NC Association of Munic...	annual membership			90.00	808,232.48
Check	09/12/2023	104224	Jerry C. Clontz	supplies			352.97	807,879.51
Paycheck	09/13/2023	104225	Tania Hernandez Virgili				115.44	807,764.07
Liability Check	09/13/2023	To Print	IRS	55-0789092			19.12	807,744.95
Deposit	09/14/2023			Deposit		100.00		807,844.95
Deposit	09/16/2023			Deposit		50.00		807,894.95
Check	09/18/2023	Draft	Verizon Wireless	Ed's cell phone			93.17	807,801.78
Bill Pmt -Check	09/19/2023	104226	Samson Tree LLC	Tree removal, etc			16,500.00	791,301.78
Check	09/21/2023	Debit	citizens	Park deposit refunds			200.00	791,101.78
Check	09/22/2023	Draft	Spectrum				249.98	790,851.80
Deposit	09/22/2023			Deposit		2,180.00		793,031.80
Deposit	09/22/2023			Deposit		210.00		793,241.80
Deposit	09/25/2023			Deposit		6,468.58		799,710.38
Deposit	09/26/2023			Deposit		4,719.32		804,429.70
Deposit	09/28/2023			Deposit		225.00		804,654.70
Deposit	09/30/2023			Deposit		100.00		804,754.70
Deposit	09/30/2023			Interest		413.11		805,167.81
Check	10/02/2023	Draft	Great American Financi...	Draft for copier			212.84	804,954.97
Bill Pmt -Check	10/03/2023	104227	Jeff Campagna	Festival checks			172.00	804,782.97
Bill Pmt -Check	10/03/2023	104228	Rick Greene	Festival expense			600.00	804,182.97
Bill Pmt -Check	10/03/2023	104229	Todd Donaldson	Festival expense			140.00	804,042.97
Bill Pmt -Check	10/03/2023	104230	Union County Tractor Cl...	Festival expense			500.00	803,542.97
Total First National Bank						50,453.67	36,608.46	803,542.97
TOTAL						50,453.67	36,608.46	803,542.97



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10/03/23

Accrual Basis

Town of Fairview
Transaction Detail By Account
July 2023 through June 2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Park Maintenance							
Bill	07/11/2023	07112023	Jerry Clontz_	Reimburse park supplies	137.05		137.05
Bill	08/07/2023	1609	Taylor's Landscaping...	Lawn maintenace	2,102.50		2,239.55
Bill	08/07/2023	1609	Taylor's Landscaping...	Lawn maintenace	0.00		2,239.55
Check	08/08/2023	104189	FNB Commercial Cre...	Park and office activity on CC	899.21		3,128.76
Bill	09/05/2023	1610	Taylor's Landscaping...	Monthly lawncare	1,337.50		4,466.26
Bill	09/05/2023	1610	Taylor's Landscaping...	Monthly lawncare	450.00		4,916.26
Check	09/12/2023	104221	FNB Commercial Cre...	Credit card bill	53.61		4,969.87
Check	09/12/2023	104224	Jerry C. Clontz	supplies	352.97		5,322.84
					5,322.84	0.00	5,322.84
Total Park Maintenance					5,322.84	0.00	5,322.84
TOTAL					5,322.84	0.00	5,322.84

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Town of Fairview Transaction Detail By Account July 2023 through June 2024

Type	Date	Num	Name	Memo	Class	Debit	Credit	Balance
Office expense								
Bill	07/11/2023	07112023	Teresa Clontz	Cleaning		200.00		200.00
Bill	07/12/2023	07122023	Perry Laney Septic Tank	Pump septic tank		300.00		500.00
Bill	07/17/2023	0157865-4...	WM Corporate Services	Garbage for August		243.09		743.09
Bill	07/31/2023	Draft	Great American Financia...	Copier		168.51		911.60
Check	08/03/2023	08032023	Teresa Clontz	Cleaning Town Hall		200.00		1,111.60
Bill	08/07/2023	1609	Taylor's Landscaping Se...	Lawn maintenance		210.00		1,321.60
Check	08/08/2023	104187	Perry Laney Septic Tank	Pumping septic tank for 07/29/23		300.00		1,621.60
Check	08/08/2023	104188	Ed Humphries_	Reimburse Ed for refund credited to CC		52.79		1,674.39
Check	08/08/2023	104189	FNB Commercial Credit ...	Park and office activity on CC		229.45		1,903.84
Check	08/09/2023	08092023	Perry Laney Septic Tank	Septic pump out		300.00		2,203.84
Bill	08/16/2023	23126	Brown Creek Graphics L...	Sign for Town Hall		1,605.00		3,808.84
Bill	08/16/2023	0160303-4...	WM Corporate Services	Sept service		243.09		4,051.93
Bill	08/17/2023	08172023	John Biggers_	Water line reimbursement		41.81		4,093.74
Bill	08/22/2023	08222023	Ed Humphries_	Postage reimbursement		198.00		4,291.74
Bill	08/22/2023	08222023	Patricia Kindley_	Postage reimbursement		50.00		4,341.74
Bill	08/24/2023	08242023	Perry Laney Septic Tank	Office supplies from Waimart		300.00		4,641.74
Check	08/31/2023	Draft	Great American Financia...	Septic pump out		171.28		4,813.02
Check	08/31/2023	08312023	Gary Wilfong_	Reimbursement		17.30		4,830.32
Bill	09/05/2023	1610	Taylor's Landscaping Se...	Monthly lawn care		680.00		5,510.32
Bill	09/12/2023	09122023	Teresa Clontz	Cleaning office		200.00		5,710.32
Check	09/12/2023	104221	FNB Commercial Credit ...	Credit card bill		229.33		5,939.65
Check	09/12/2023	104222	Perry Laney Septic Tank	Septic pumping		300.00		6,239.65
Check	09/18/2023	0162757-4...	WM Corporate Services	Garbage service		246.61		6,486.26
Bill	09/22/2023	09222023	Perry Laney Septic Tank	Septic pump		300.00		6,786.26
Check	10/02/2023	Draft	Great American Financia...	Draft for copier		212.84		6,999.10
						6,999.10	0.00	6,999.10
Total Office expense						6,999.10	0.00	6,999.10
TOTAL						6,999.10	0.00	6,999.10

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10/03/23

Accrual Basis

Town of Fairview
Transaction Detail By Account
 July 2023 through June 2024

Type	Date	Num	Adj	Name	Memo	Debit	Credit	Balance
Festival expense								
Check	09/12/2023	104221		FNB Commercial Cre...	Credit card bill	151.95		151.95
Bill	09/16/2023	09162023		John Biggers_	Festival expense	84.45		236.40
Bill	10/03/2023	10032023		Jeff Campagne	Festival checks	172.00		408.40
Bill	10/03/2023	10032023		Rick Greene	Festival expense	600.00		1,008.40
Bill	10/03/2023	10032023		Union County Tractor...	Festival expense	500.00		1,508.40
Bill	10/03/2023	10032023		Todd Donaldson	Festival expense	140.00		1,648.40
Bill	10/10/2023	10102023		Gary Wilfong_	Correction of amount owed to Gary	148.89		1,797.29
						1,797.29	0.00	1,797.29
Total Festival expense						1,797.29	0.00	1,797.29
TOTAL						1,797.29	0.00	1,797.29

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FUND BALANCE WORKSHEET 2023/2024

Beginning Spendable Fund Balance (as of 6/30/2022)	\$593,486
Less Restricted Funds from State	\$200,000
POLICY - Reserve in Spendable Fund Balance	<u>\$200,000</u>
Spendable Fund Balance (as of 6/30/2022)	\$393,486

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
New Spendable Fund Balance				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
New Spendable Fund Balance				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
New Spendable Fund Balance				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
New Spendable Fund Balance				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
New Spendable Fund Balance				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
New Spendable Fund Balance				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
New Spendable Fund Balance				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
New Spendable Fund Balance				

AMENDMENT #	DATE	FOR	CREDIT TO ACCT.	AMOUNT
New Spendable Fund Balance				

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**Town of Fairview
Fairview Park Event Committee Meeting
September 7, 2023**

The following Fairview Park Event Committee members were present: Lisa Thomas, Gayle Brock, Mike Medlin, Traci Price-Ferguson, Pam Mower, and Spencer Thomas

Others present: Teresa Gregorius, Town Clerk

Public Comments

None

Items of Business

A. Fall Festival

Chairman Thomas reviewed the following items regarding the October 7th Fall Festival:

- Chad Price will be furnishing sound system
- 38 craft vendors and 4 food vendors signed up at this time
- Art walk
- Kid games
- 2 photo walls
- Duck race
- Hayride
- NEED announcer throughout the day
- Pumpkins will be \$3 each
- Need Change for pumpkin purchases
- Parking – will need 10 people at all times (\$20 hour)
- Tractor Club - \$500
- 2 deputies
- Decoration days – October 2nd, 3rd, 5th
- Stage:
 - 10:00 - 12:00 -- Village Green
 - 12:00 - 12:30 -- Cake Walk (Fairview Elem)

- 12:30 - 1:00 -- Unionville Choir
- 1:00 - 1:30 -- Fairview Choir
- 1:30 - 2:30 -- The Gathering
- 2:30 – 3:30 – Pine Ridge Boys
- 3:30 – 4:00 – Metrolina Choir
- 4:00 – 4:30 – open
- 4:30 – 5:00 – Metrolina Bucket Choir

B. Winter Festival

Chairman Thomas discussed with the Committee about still doing the stocking walk. It was suggested that the town furnish bags instead of stockings. The Committee needs to start contacting people they have at businesses and churches about setting up a booth. It was suggested that each Town committee set up a booth also (Park Facility, Planning Board, Council).

C. Minutes

Gayle Brock made a motion to approve the August 2, 2023 minutes. Traci Price-Ferguson seconded the motion. Committee members Thomas, Brock, Medlin, Price-Ferguson, Mower, and S. Thomas voted yes (6-0).

Chairman Thomas adjourned the meeting.

Respectfully submitted,

Teresa Gregorius
Town Clerk

Lisa Thomas
Chairman

Approved this _____ day of _____ 2023



**Town of Fairview
Fairview Park Facility Committee Meeting
September 14, 2023**

The following Fairview Park Facility Committee members were present: Kirk Ellison, Mike Medlin, Bill Riffle and Leon Whitley. Absent: Jane Link, Penny Love

Others present: Teresa Gregorius, Town Clerk

Public Comments

None

Items of Business

A. Eagle Scout Project

Addison Allen presented his Eagle Scout project idea of a bench swing like the one currently at the pond. He would like to install it at the wooded picnic area to enjoy the beautiful sunsets at the park. The Committee discussed and agreed to have Jerry Clontz meet with Addison to verify the location for the swing. The Committee also agreed to purchase the bench swing.

Leon Whitley made a motion to approve the Eagle Scout bench swing project and the town will purchase the bench swing. Mike Medlin seconded the motion. Committee members Ellison, Medlin, Riffle and Whitley voted yes (4-0).

B. Update on Current Park Projects

The natural walking trail to the creek has been started and should be completed in the next few weeks. The Committee discussed verbiage for a sign/rules at the start of the trail and decided it should read much the same as the one at the entrance to the park.

C. Future Park Projects

Town Clerk discussed the following items that Jerry Clontz shared with the Council at the September 12th meeting:

- Love Well & Pump Supply has donated a fountain for the pond

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- T J Land Maintenance is working on the natural trail along the edge of the park to the creek and will complete the work next week
- Future project will be deck/overlook at the creek
- Future project of an amphitheater
- Change park closing time to 8:00 PM
- Story Walk

D. Minutes

Leon Whitley made a motion to approve the June 8, 2023 minutes. Bill Riffle seconded the motion. Committee members Ellison, Medlin, Riffle and Whitley voted yes (4-0).

Chairman Medlin adjourned the meeting.

Respectfully submitted,

Teresa Gregorius
Town Clerk

Mike Medlin
Chairman

Approved this _____ day of _____ 2023



**Town of Fairview
Regular Town Council Meeting
September 12, 2023**

The following Council members were present: Mayor Phil Thomas, John Biggers, Jerry Clontz, Patricia Kindley, and Gary Wilfong.

Others present: Darrell Baucom, Financial Officer; Ed Humphries, Land Use Administrator/Deputy Clerk; Teresa Gregorius, Town Clerk and Spencer Thomas, Administrative Assistant

Agenda Changes/Approval

Mayor Thomas stated that he would like to add a resolution for Constitution Week to the Consent Agenda

Jerry Clontz made a motion to approve the agenda. Patricia Kindley seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

Public Comments

None

Consent Agenda

- a) Financial and Tax Reports--- *Report Accepted as Information*
- b) Land Use Report---*Report Accepted as Information*
- c) Fund Balance Worksheet 2023-2024 --- *Report Accepted as Information*
- d) Fairview Park Event August Draft Minutes (*Minutes Accepted as Information*)
- e) Fairview Park Facility August Draft Minutes (*No August Meeting*)
- f) Planning Board August Draft Minutes (*Minutes Accepted as Information*)
- g) Approve Council Minutes for August 8, 2023
- h) Approve Constitution Week Resolution

Patricia Kindley made a motion to approve the consent agenda as amended. John Biggers seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

Items of Business

Item 1: Approve Union County Emergency Operations Plan 2023

Ed Humphries presented the revised Union County Emergency Operations Plan (EOP) 2023. The revised EOP includes updates to the plan that reflect those prescribed by the Federal Emergency Management Agency (FEMA) and North Carolina Emergency Management (NCEM) as well as incorporating best practices. The Council discussed.

Gary Wilfong made a motion to approve the revised Union County Emergency Operations Plan (EOP). Patricia Kindley seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

Item 2: Discuss Future Improvements to Fairview Park

Mayor Thomas reported that the \$12,500 funds approved for tree removal at the August meeting were not going to be enough to complete the work. Additional trees/limbs/removal have been added since the last meeting. The Council discussed.

John Biggers made a motion to approve an additional \$4,500 (for a total of \$17,000) for removal of trees/limbs. Gary Wilfong seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

Jerry Clontz discussed several items regarding the park:

- Love Well & Pump Supply has donated a fountain for the pond
- T J Land Maintenance is working on the natural trail along the edge of the park to the creek and will complete the work next week
- Rule for the new trail – Facility Committee
- Future project will be deck/overlook at the creek
- Future project of an amphitheater
- Change park closing time to 8:00 PM
- Story Walk

Council Comments

Patricia Kindley reported that she is working on the Halloween and Christmas lighting contests. She is also working on the history of the Fairview Fire Department.

John Biggers asked if it might be possible to change the Council meeting date to the second Monday. The decision will be finalized at the October meeting.

Spencer Thomas reported that the Fall Festival will be October 7th from 10:00 to 5:00. She also noted that Too Much Sylvia has been booked for the Music in the Park for 2024.

Jerry Clontz made a motion to adjourn. John Biggers seconded the motion. Council members Biggers, Clontz, Kindley and Wilfong voted yes (4-0).

Respectfully submitted,

Teresa Gregorius
Town Clerk

Phil Thomas
Mayor

Approved this _____ day of _____, 2023

DRAFT

Discuss PARTF Grant Application

From: Wood, Jon <JWood@benesch.com>
Sent: Thursday, September 28, 2023 2:21 PM
To: Ed Humphries <ehumphries@fairviewnc.gov>
Subject: Fairview Park - PARTF

Ed,

Hope all has been well with you and the Town. I believe I read that maybe the Town has gone ahead with construction of the first portion of the trail. Sorry we, couldn't obtain the RTP grant to assist with that construction. I continued to reach out to the two folks I was working through on the grant application to get feedback and debrief but never could get either one to respond.

With that in mind, I thought I would reach out to see if the Town was interested in pursuing a PARTF grant in 2024. While they haven't officially posted the 2024 application information, we are being told they will be due as normal on May 1. There has been discussion of increasing the maximum amount (in finally addressing the inflated construction costs) and additional funding has been added to the PARTF budget for 2024.

We still have that task available in our last contract amendment with the Town, so let me know if the Town is interested in 2024. Completed a successful PARTF grant this year again for Monroe for their Creft Park/Bearskin Creek Greenway III.

Thanks,
Jon

Jon Wood, PLA
Senior Project Manager

jwood@benesch.com
direct: 704-943-3185 mobile: 704-562-8279 office: 704-521-9880
2359 Perimeter Pointe Parkway, Suite 350, Charlotte, NC 28208



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Discuss/Approve Estimate for Walking Trail Mulch

T&J Land Maintenance LLC

2107 Shepherds Cove
Indian Trail, NC 28079

Estimate

Date	Estimate #
10/2/2023	87

Name / Address
Town of Fairview

			Project
Description	Qty	Rate	Total
Mulch walking trail Use mulch in piles through out the park left behind from tree guys to cover areas along the trail that are bare from there not being alot of trees during mulching. Tractor and mulch trailer 1,100.00 Skid steer to load trailer,spread mulch 1000.00 Tractor with power rake to level mulch out 300.00		2,400.00	2,400.00
		Total	\$2,400.00

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Discuss NCLM Resolution/ Agreement

**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 TOWN COUNCIL OF THE TOWN OF FAIRVIEW:

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 10th day of October, 2023

TOWN OF FAIRVIEW

By: _____
Phillip C. Thomas
Mayor

ATTEST:

Teresa Gregorius
Town Clerk

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 Fairview (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 October 10, 2023.

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 (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.

4. 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@ncilm.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 FAIRVIEW**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Mayor

Date of Signature

Date of Signature

ATTEST:

Town Clerk

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.