

“Tri-County Hospitality”

MAYOR AND BOARD OF COMMISSIONERS

MAYOR ROBERT WILLIAMS

LINDA VIRGIL

MICHAEL HUGHES

WILBUR ETHERIDGE

DAVID PRIDE

BEVERLY DAVIS

ADMINISTRATION

PAULINE ARMSTRONG, TOWN ADMINISTRATOR

TRACY SULLIVAN, TOWN CLERK

MARGE WIECEK, FINANCE OFFICER

JEFFERY PATTERSON, ASST. PUBLIC WORKS DIRECTOR

MICHAEL THOMAS, POLICE CHIEF

BRIAN PRIDGEN, TOWN ATTORNEY

August 1, 2023

Regular Meeting 6:00PM



REGULAR MEETING - AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

Mayor Williams will lead the Commissioners and those in attendance in reciting the Pledge of Allegiance to the Flag.

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all."

V. CONSENT AGENDA & REGULAR AGENDA

(Make one motion to approve the consent and regular agenda, which will approve all items listed below)

The Board may by majority vote add items to or subtract items from both the proposed consent and regular agenda. As of this writing, the Administrator understands that the presented consent agenda items are routine and therefore concurs with adopting the presented consent agenda.

1. Approval of:
 - a. June 6, 2023 Regular Meeting Minutes
 - b. July 24, 2023 Special Called Minutes

VI. PRESENTATIONS

William Pittman will present a plaque to the Town honoring Chief Wayne Hathaway.

Monica Thornton - USDA



VII. PUBLIC HEARING

A public hearing will be held to receive public comments on the proposed speed limit reduction to 15mph on streets inside the corporate limits of Sharpsburg.

VIII. PETITIONS AND COMMUNICATIONS

If any citizen wishes to address the Town of Sharpsburg Board of Commissioners during the Petitions and Communications segment of the meeting, they may do so by signing up prior to the beginning of the meeting.

The Town Clerk shall provide the sign-up sheet, which lists the name and address. It should be noted that comments shall be limited to three (3) minutes and Board reserves the right not to act on requests first presented this evening.

IX. NEW BUSINESS

- a. Consideration by the Board to adopt Ordinance O-2023-02 Reducing the Maximum Speed Within the Corporate Limits to 15mph.
- b. Consideration by the Board to adopt Resolution R-2023-11 Approving the USDA Financing Package for Public Works Vehicles as submitted by Monica Thornton.
- c. Consideration by the Board to authorize the Town Administrator to execute the Landfill Lease Agreement.
- d. Consideration by the Board to adopt the Record Retention and Disposition Policy.
- e. Consideration by the Board to adopt Resolution R-2023-08 Approving the Water Shortage Response Plan.
- f. Consideration by the Board to approve the revised 23-24 Fee Schedule, including the Garbage/Recycle Cart Roll Back Violation Fee.
- g. Consideration by the Board to adopt Resolution R-2023-09 Authorizing the Town of Sharpsburg to Utilize Commissioner David Pride as a Food Truck Vendor for Town Events.
- h. Consideration by the Board to adopt Resolution R-2023-10 Authorizing the Town of Sharpsburg to Consider Bids Submitted by Commissioner David Pride for Public Service Contracts involving Lawn Mowing Services.



X. ADJOURNMENT

SPECIAL NOTICE: Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Tracy Sullivan at 252-446-9441 ext.221 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)

“The Town of Sharpsburg is an equal opportunity provider and employer.”

To file a complaint of discrimination, write to: USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, S.W. Stop 9410, Washington, DC 20250-9410 or call (800)795-3272 (voice) or (202)720-6382.



MINUTES OF THE REGULAR MEETING OF THE SHARPSBURG BOARD OF COMMISSIONERS

June 6, 2023

6:00 PM

Mayor Williams called the meeting to order at 6:17 p.m. Mayor Williams offered the invocation and led those present in the Pledge of Allegiance. Tracy Sullivan, Town Clerk called the roll.

BOARD MEMBERS PRESENT

Mayor Williams, Mayor Pro-Tem Pride, Commissioner Hughes, and Commissioner Etheridge.

BOARD MEMBERS ABSENT:

Beverly Davis
Linda Virgil

APPROVAL OF THE CONSENT & REGULAR AGENDA

Commissioner Pride made a motion to approve the consent and regular agenda with the addition of a presentation by the Town Administrator. Commissioner Hughes seconded the motion. The motion carried by a roll call vote of 3 yes – 0 no. The consent agenda items were:

- a. May 2, 2023 Regular Meeting Minutes
- b. May 16 and May 18, 2023 Special Called and Budget Work Session Minutes
- c. 2022-2023 Budget Amendment 06
- d. Resolution R-2023-05 Nash County Notice of Assessments and Claim of Liens
- e. Resolution R-2023-06 Wilson County Notice of Assessments and Claim of Liens
- f. Resolution R-2023-07 Edgecombe County Notice of Assessments and Claim of Liens

PUBLIC HEARING 23-24 BUDGET

Commissioner Pride made a motion to open Pauline Armstrong gave a brief overview of the 23-24 Budget.

There were no public comments. Mayor Williams closed the public hearing.

PRESENTATION

Pauline Armstrong presented a 25 years of service plaque to Tracy Sullivan.

PETITIONS AND COMMUNICATIONS

None

NEW BUSINESS

- a. 2023-2024 Budget. Commissioner Etheridge made a motion to approve the presented 23-24 Budget. Commissioner Hughes seconded the motion. The motion carried by a vote of 3 yes – 0 no.
- b. Update on Planning Zoning and Code Enforcement Providers. Mrs. Armstrong stated that she had advertised the RFP for Planning, Zoning and Code Enforcement Services and had received 3 proposals. She further stated that she would bring the received proposals to the Board at an upcoming meeting after the proposals had been reviewed.
- c. Insurance Broker Agreement. Commissioner Pride made a motion to authorize the Town Administrator to execute the Insurance Broker Agreement with The Robert Taylor Group. Commissioner Hughes seconded the motion. The motion carried by a vote of 3 yes – 0 no.
- d. CDBG Citizen Participation Plan. Commissioner Pride made a motion to adopt the CDBG Citizen Participation Plan. Commissioner Hughes seconded the motion. The motion carried by a vote of 3 yes – 0 no.
- e. Back To School Event. Commissioner Etheridge made a motion to authorize the expenditures for the Back To School Event. Commissioner Pride seconded the motion. The motion carried by a vote of 3 yes – 0 no.
- f. Staff and Department Head Meeting Schedule. Commissioner Etheridge made a motion to approve the presented quarterly meeting schedule. Commissioner Hughes seconded the motion. The motion carried by a vote of 3 yes – 0 no.
- g. Cancellation of the July Regular Meeting. Commissioner Pride made a motion to cancel the July 11, 2023 Regular Board of Commissioner's meeting. Commissioner Etheridge seconded the motion. The motion carried by a vote of 3 yes – 0 no.

CLOSED SESSION

Commissioner Hughes made a motion to go into closed session pursuant to N.C.G.S. 143-318.11 (a) (4). Commissioner Pride seconded the motion. The motion carried by a vote of 3 yes – 0 no.

OPEN SESSION

Commissioner Pride made a motion to re-enter open session. Commissioner Etheridge seconded the motion. The motion carried by a vote of 3 yes – 0 no.

ADJOURNMENT

Commissioner Hughes made a motion to adjourn the meeting. Commissioner Pride seconded the motion. The motion carried by a vote of 3 yes – 0 no.

Date Approved

Mayor

Town Clerk



MINUTES OF THE SPECIAL CALLED MEETING OF THE SHARPSBURG BOARD OF COMMISSIONERS

July 24, 2023
6:00 PM

Mayor Williams officially called the meeting to order at 6:48 p.m. Mayor Pro-Tem Pride offered the invocation and Mayor Williams led those present in the Pledge of Allegiance. Tracy Sullivan, Town Clerk called the roll.

BOARD MEMBERS PRESENT

Mayor Williams, Commissioner Pride, Commissioner Etheridge, Commissioner Davis, Commissioner Virgil and Commissioner Hughes.

CLOSED SESSION

Commissioner Etheridge made a motion to enter closed session pursuant to N.C.G.S. 143-318.11 (a) (6). Commissioner Pride seconded the motion. The motion carried by a vote of 5 yes – 0 no.

OPEN SESSION

Commissioner Etheridge made a motion to re-enter open session. Commissioner Virgil seconded the motion. The motion carried by a vote of 5 yes – 0 no.

ADJOURNMENT

Commissioner Etheridge made a motion to adjourn. Commissioner Virgil seconded the motion. The motion carried by a vote of 5 yes – 0 no.

Date Approved

Mayor

Town Clerk



MEMORANDUM

TO: Robert Williams, Mayor
Board of Commissioners

FROM: Pauline Armstrong, Town Administrator

CC: Brian Pridgen, Town Attorney

DATE: August 1, 2023

REF: Ordinance Amending Town of Sharpsburg Code of Ordinance regarding speed limits within corporate limits

Summary

The Town of Sharpsburg Code of Ordinances provides that the maximum speed limit on streets within the corporate limits of the Town not maintained by the North Carolina Department of Transportation is 35mph.

Board of Commissioners has determined, following a public hearing and opportunity for additional comment and input from the community, that the maximum speed on such streets should be reduced to enhance the public safety of the Town.

Be it ordained by the Board of Commissioners of the Town of Sharpsburg, that maximum speed on all streets within corporate limits shall be 15mph.

Recommendation

Recommended that the Board of Commissioners adopt Resolution 0-2023-02 as written amending required Code of Ordinances regarding speeding.

Attached : Amended Code of Ordinance O-2023-02

**AN ORDINANCE AMENDING THE
TOWN OF SHARPSBURG CODE OF ORDINANCES REGARDING SPEEDING**

WHEREAS, the Town of Sharpsburg Code of Ordinances provides that the maximum speed limit on streets within the corporate limits of the Town not maintained by the North Carolina Department of Transportation is 35 mph.

WHEREAS, the Board of Commissioners has determined, following a public hearing and opportunity for additional comment and input from the community, that the maximum speed on such streets should be reduced to enhance the public safety of the Town.

NOW THEREFORE, be it ordained by the Board of Commissioners of the Town of Sharpsburg that the Town Code of Ordinances is hereby amended as follows:

SECTION 1:

§ 71.02 SPEED LIMITS.

Except on streets maintained and controlled by the North Carolina State Department of Transportation, the maximum speed on all streets within the corporate limits of the Town of Sharpsburg shall be 15 miles per hour. Violation of this ordinance shall subject the offender to a civil citation in such amount as set in the Town's adopted fee schedule.

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this ____ day of _____, 2023.

Robert Williams, Mayor

Attest:

Tracy Sullivan, Town Clerk

Resolution No: R-2023-11

BE IT RESOLVED

That the **Town of Sharpsburg** Town Council accepts the conditions set forth in a Letter of Conditions dated **August 1, 2023**,

That the Mayor and Town Clerk be authorized to execute all forms necessary to obtain a grant from Rural Development, including, but not limited to the following forms:

- | | |
|---------------------|--|
| Form RD 1942-46 | Letter of Intent to Meet Conditions |
| Form RD 442-7 | Operating Budget |
| Form RD 1940-1 | Request for Obligation of Funds |
| Form RD 400-1 | Equal Opportunity Agreement |
| Form RD 400-4 | Assurance Agreement |
| Form RD 1910-11 | Applicant Certification Federal Collection Policies for Consumer or Commercial Debts |
| 1940-Q, Exhibit A-1 | Certification for Contracts, Grants and Loans (Lobbying Certification) |
| Form RD 3570-3 | Community Facilities Grant Agreement |
| Unnumbered Form | Certificate of Compliance |

This resolution is to become a part of the official minutes of the Town Council meeting held on August 1, 2023.

MOTION MADE BY: _____

SECONDED BY : _____

TO ADOPT THE RESOLUTION.

MOTION PASSED _____ to _____.

By: _____
Robert Williams, Mayor

Attest: _____
Tracy Sullivan, Town Clerk



August 1, 2023

Honorable Robert Williams, Mayor
Town of Sharpsburg
P.O. Box 1759
110 W Railroad Street
Sharpsburg, NC 27878

Subject: Letter of Conditions for a Community Facilities Program Loan/Grant to
Purchase Two (2) Public Works Vehicles – Cost Over Run

Dear Mayor Williams:

This letter is considered **Amendment No 1** to the Letter of Conditions dated **January 10, 2023** and establishes conditions which must be understood and agreed to by you before further consideration may be given to the application.

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to the application for Federal Assistance. The State and Area Office staff of USDA Rural Development (RD) will administer the loan and/or grant funds for this project on behalf of the Rural Housing Service. All parties may access information and regulations referenced in this letter at our website located at: <https://www.rd.usda.gov/programs-services/community-facilities>. Any changes in project cost, source of funds, scope of services, or any other significant change (this includes significant changes in the Borrower's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. **Any changes not approved by USDA Rural Development will be cause for discontinuing processing of the application.** If you do not meet the conditions of this letter, the Agency reserves the right to withdraw Agency funding. This letter is not to be considered as loan/grant approval or as representation to the availability of funds. The application can be processed on the basis of a USDA Rural Development loan funds not to exceed \$56,000 and grant funds not to exceed \$54,800.00 along with applicant contributions in the amount of \$836.00 for a revised project budget of \$111,636.00. Funds for this project are provided by the Rural Housing Service (RHS).

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by USDA Rural Development must be authorized by appropriate resolutions of the applicant's governing body.

Rural Development • North Carolina • Henderson Area Office
853 S. Beckford Drive, Suite A • Henderson, NC 27536
Voice (252) 438-3134 Ext. 4 • Fax (844) 325-6826 • TTY 711

USDA is an equal opportunity provider, employer, and lender.

The loan/grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed by USDA Rural Development. This is also the date that the interest rate is established. If the interest rate is lower at the time of loan closing, you must make a request in writing to receive the lower rate in effect.

The loan will be repayable over a period not to exceed 7 years from the date of loan closing at the market interest rate. The first interest installment will be due no later than one full year from the date of loan closing. The loan repayment will be made in amortized annual installments.

Project Budget Revised—Based on Standard Form 424, "Application for Federal Assistance," the project cost and funding will be as follows:

a.	<u>Project Cost</u>	<u>Total</u>
	Public Works Vehicles	\$107,632.00
	Legal Services	\$1,000.00
	Title, tax, tags & DMV fee	\$2,946.00
	UCC Filing Fee	\$38.00
	Dealer Support Services Fee	<u>\$20.00</u>
	TOTAL:	\$111,636.00
b.	<u>Source of Funds</u>	
	USDA Loan	\$56,000.00
	USDA Grant	\$54,800.00
	Applicant Contribution	<u>\$836.00</u>
	TOTAL:	\$111,636.00

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the borrower may be necessary.

The applicant will ensure projects are completed in a timely, efficient, and economical manner. Section I of the attached conditions must be satisfied prior to loan closing not later than one (1) year from the date of this letter. **In the event the project has not advanced to the point of closing within one (1) year, USDA Rural Development reserves the right to discontinue the processing of the application.**

If you have any questions, feel free to contact me in the Winton Office at (252) 358-7924 or by email at monica.thornton@usda.gov.

Sincerely,

Monica Thornton
Area Specialist

ATTACHMENT TO LETTER OF CONDITIONS

SECTION I. CONDITIONS TO BE SATISFIED PRIOR TO LOAN/GRANT CLOSING OR BEFORE CONSTRUCTION BEGINS, WHICHEVER OCCURS FIRST

1. **Reserves**—The applicant will establish a separate debt service reserve account in an amount at least equal to an average annual loan installment. This reserve will be accumulated at the rate of at least one-tenth of the average annual installment each year until the required level is reached, which is one average annual loan installment. The reserve account balance must be reported annually to the State Office and included in the audit as a separate and identifiable line item as restricted.

For any fiscal year end in which the debt service reserve account balance is less than the required account total; the applicant will provide the Agency with a twelve-month budget and plan to correct the cash shortfall.

2. **Disbursement of Funds**
 - a. The applicant's contribution of funds toward the project cost shall be considered the first funds expended and must be deposited in its project account before construction is started. Please provide Rural Development evidencing applicant's contribution.
 - b. Agency funds will not be used to pre-finance funds committed to the project from other sources.
 - c. The Debt Collection Improvement Act (DCIA) of 1996 requires that all Federal payments be made by Electronic Funds Transfer/Automated Clearing House (EFT/ACH). Borrowers receiving payments by EFT will have funds directly deposited to a specified account at a financial institution with funds being available to the recipient on the date of payment. The borrower should complete Form SF-3881, Electronic Funds Transfer Payment Enrollment Form, for each account where funds will be electronically received. The completed form(s) must be received by Rural Development at least forty-five (45) days prior to the first advance of funds. Failure to do so could delay loan closing.
3. **Security Requirements**
 - a. At loan closing the applicant will execute the attached Form RD 1942-47, "Loan Resolution (Public Bodies)". Please note the refinancing provision in paragraph 2. Also, on page 3 there is a certification to be executed at loan closing.
 - b. The applicant will be required to execute and complete Form RD 3570-03, "Agreement for Administrative Requirements for Community Facilities Grants" and "Notice of Federal Interest" at the time of grant closing.

- c. A UCC Financing Statement lien search will be conducted by the Agency to identify lien priority position. Form UCC-1, "Financing Statement," with Form UCC-1Ad, "UCC Financing Statement Addendum," as appropriate, or other action as allowed by State statute, will be prepared by USDA Rural Development and filed with the North Carolina Secretary of State listing security of the vehicles financed.
 - d. An Installment Purchase Contract will be secured by the United States of America, acting through the Rural Housing Service being named as the registered lien holder on the Certificate of Title for the vehicles being financed.
 - e. The applicant is required to execute Form RD 449-15, Security Agreement if required by OGC.
4. **Insurance and Bonding Requirements**—The applicant must provide evidence of adequate insurance and fidelity bond coverage by loan closing or start of construction, whichever occurs first. Adequate coverage, in accordance with USDA Rural Development's regulations, must then be maintained for the life of the loan and evidence must be submitted to Rural Development annually. Evidence that coverage is being maintained must be provided annually thereafter. It is the responsibility of the applicant and not that of USDA Rural Development to assure that adequate insurance and fidelity bond coverage is maintained. Applicants are encouraged to review coverage amounts and deductible provisions with their attorney, consulting engineer, and/or insurance provider(s).
- a. **Property Insurance**—Fire and extended coverage will be required on all above-ground structures, including applicant-owned equipment and machinery housed therein. Provide USDA Rural Development with proof of coverage and attach Lender's Loss Payable Endorsement (438 BFU or equivalent) naming the UNITED STATES OF AMERICA as lender.
 - b. **Corporate Liability Insurance** - The Applicant will provide public liability, and property damage insurance in an amount to adequately protect the applicant from civil action arising from the function of the applicant relative to the project.
 - c. **Workers' Compensation Insurance**—The applicant will be required to carry workers' compensation insurance for all employees in accordance with the State law. Provide USDA Rural Development with proof of coverage.
 - d. **General liability and vehicular coverage must be maintained**—Provide USDA Rural Development with proof of coverage.
 - e. **Fidelity Bond**—Persons who have access to the funds and custody to any property will be covered by a fidelity bond or an adequate crime policy that protects the applicant from an employee crime. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of coverage required by USDA Rural Development will be sufficient to cover the total annual debt and

reserve service requirements for the loan. The United States of America will be named as co-obligee on the bond. A certified power-of-attorney with effective date will be attached to each bond. Provide USDA Rural Development with a copy of the bond and the power of attorney.

5. **Civil Rights & Equal Opportunity**— The borrower/grantee has received an award of Federal funding and is required to comply with U.S. statutory and public policy requirements, including but not limited to:
- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance. The Standard for compliance is the Architectural Barriers Act Accessibility Standards (ABAAS).
 - b. **Civil Rights Act of 1964** – All recipients are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
 - c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 *et seq.*) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
 - d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 *et seq.*) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. The recipient must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information the recipient provides. These protections are pursuant to Executive Order 13166 entitled, “Improving Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting

Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The recipient must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor the recipient’s compliance with these requirements during regular compliance reviews.

As a recipient of Rural Development funding, you are required to post a copy of the Non-Discrimination Statement listed below in your office and include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

Non-Discrimination Statement

“This institution is an equal opportunity provider and employer.”

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <https://www.ocio.usda.gov/document/ad-3027>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If the material is too small to permit the full statement to be included, the material at a minimum includes the statement in print size no smaller than the text that “This institution is an equal opportunity provider and employer.”

6. **Automatic Payments**—The applicant **is required** to participate in the Pre-Authorized Debit (PAD) payment process for all new and existing indebtedness to USDA Rural Development. It will allow for the applicant’s payment to be electronically debited from its account on the date their payment is due. Form RD 3550-28, “Authorization Agreement for Pre-Authorized Payments,” is attached. Please fill out and sign your “Individual/Company Information” section, then have your financial institution/bank fill out the bottom portion prior to submitting the form to the USDA Rural Development service office.
7. **System for Award Management Registration and Unique Entity ID**—You as the recipient must maintain the currency of your information in the System for Award Management (SAM) until you submit the final financial report required under this award and all grant funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Recipients can register on-line at (<https://www.sam.gov>) You as the

recipient may not make a sub-award to an entity unless the entity has provided its Unique Entity ID from SAM.gov to you.

8. **Suspension and Debarment Screening** – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.
 - a. Principal –
 - i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
 - ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 1. Is in a position to handle federal funds;
 2. Is in a position to influence or control the use of those funds; or,

Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)
9. **Litigation**. You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
10. **Excess Funds**—Any remaining funds must be utilized for approved purposes within 60 days following the final inspection or the funds will be canceled without further notification from USDA Rural Development.

SECTION III. LOAN CONDITIONS TO BE SATISFIED AFTER PROJECT COMPLETION

1. **Financial Statements**—To be submitted on an annual basis in accordance with the following:
 - a. Borrowers and grantees that meet the Federal awards expended threshold established in 2 CFR 200, Subpart F, “Audit Requirements” (expends \$750,000 or more in federal financial assistance per fiscal year) shall submit an audit performed in accordance with the requirements of 2 CFR 200, Subpart F. Audits shall be submitted to USDA Rural Development in accordance with 2 CFR 200, Subpart F.
 - b. All borrowers exempt from USDA audit requirements and who do not otherwise have annual audits, will within 60 days following the end of the borrower’s fiscal year furnish USDA with annual financial statements, consisting of a verification of the organization’s balance sheet and statement of income and expenses. The recipient may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information.

- c. An annual audit may be submitted in lieu of annual financial statements for any borrower or grantee that has an audit prepared at its own discretion and expense.
- 2. **Audit agreement**—If you are required to obtain the services of a licensed Certified Public Accountant (CPA), you must enter into a written audit agreement with the auditor. The audit agreement may include terms and conditions that you and auditor deem appropriate.
- 3. **Compliance Reviews**—Rural Development will be required to periodically conduct a compliance review of this facility and operation. Compliance reviews will be completed one year after loan closing and every three years thereafter. You will need to provide the local office the statistical information as requested.

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service that the recipient provides, the recipient must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

- 4. **Continuation of Financing Statement**- At the time of renewal (every 5 years) the borrower must provide a **\$38.00** (or applicable filing fee) check payable to the **Secretary of State** (fee subject to change based on current Secretary of State fee schedule) for the continuation of the Financing Statement until the loan is paid in full.
- 5. **Security Inspections**—Rural Development is required to conduct an inspection of the facility a minimum of once every three years. The recipient must participate in these inspections and provide the required information.
- 6. **Graduation**—You may be required to refinance (graduate) the unpaid balance of the RD loan, in whole or in part, if at any time RD determines your entity is able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time, the recipient will be requested to refinance. The ability to refinance will be assessed every other year for those loans that are five years old or older.
- 7. **Prepayment and Extra Payments** - Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

LETTER OF INTENT TO MEET CONDITIONS

Date 08-01-2023

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

853 S Beckford Drive, Suite A
Henderson, NC 27536

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 08-01-2023. It is our intent to meet all of them not later than 08-01-2024.

Town of Sharpsburg

(Name of Association)

BY _____

Robert Williams, Mayor

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

OPERATING BUDGET

Schedule 1

Name		Address		State (Including ZIP Code)	
Sharpsburg, Town of		Po Box 1759		Sharpsburg, NC 27878-	
Applicant Fiscal Year		County		State (Including ZIP Code)	
From	To	Nash		NC 27878-	
	20	20	20	20	First Full Year
	(1)	(2)	(3)	(4)	(5)
OPERATING INCOME					
1. Total Revenue				1,965,933	2,005,141
2. _____					
3. _____					
4. _____					
5. Miscellaneous	0	0	0	0	0
6. Less: Allowances and Deductions	()	()	()	()	(0)
7. Total Operating Income (Add Lines 1 through 6)	0	0	0	1,965,933	2,005,141
OPERATING EXPENSES					
8. Total Expense				1,920,360	1,939,439
9. _____					
10. _____					
11. _____					
12. _____					
13. _____					
14. _____					
15. Interest (RD)	0	0	0	6,354	9,709
16. Depreciation	0	0	0	85,927	94,519
17. Total Operating Expense (Add lines 8 through 16)	0	0	0	2,012,641	2,043,667
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	0	0	0	-46,708	-38,526
NONOPERATING INCOME					
19. _____					
20. _____					
21. Total Nonoperating Income (Add Lines 19 and 20)	0	0	0	0	0
22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2)	0	0	0	-46,708	-38,526

Budget and Projected Cash Flow Approved by Governing Body

Attest: _____ 08/01/2023
Tracy Sullivan, Town Clerk ~~Secretary~~ Date

Robert Williams, Mayor ~~Appropriate Official~~ 08/01/2023

Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PROJECTED CASH FLOW

	20	20	20	20 23	First Full Year
A. Line 22 from Schedule 1 Income (Loss)	0	0	0	-46,708	-38,526
Add					
B. Items in Operations not Requiring Cash:					
1. Depreciation (Line 16, Schedule 1)	0	0	0	85,927	94,519
2. Others: _____	0	0	0	0	0
C. Cash Provided from:					
1. Proceeds from RD loan/grant				110,800	0
2. Proceeds from others					
3. Increase (Decrease) in Accounts Payable, Accruals and other Current Liabilities					
4. Decrease (Increase) in Accounts Receivable, inventories and Other Current Asset(Exclude Cash)					
5. Other: _____					
6. _____					
D. Total all A, B and C Items	0	0	0	150,019	55,993
E. Less: Cash Expended for:					
1. All Construction, Equipment and New Capital Items (Loan and grant funds)				111,636	
2. Replacement and Additions to Existing Property, Plant and Equipment					
3. Principal Payment RD Loan				22,594	37,764
4. Principal Payment Other Loans				12,575	13,089
5. Other: _____					
6. Total E 1 through 5	0	0	0	146,805	50,853
Add					
F. Beginning Cash Balances				1,485,726	1,489,940
G. Ending Cash Balances (Total of D minus E 6 plus F)	0	0	0	1,488,940	1,495,079
Item G Cash Balances Composed of:					
Construction Account					
Revenue Account					
Debt Payment Account					
O&M Account				1,487,205	1,490,396
Reserve Account				2,735	4,684
Funded Depreciation Account					
Others: _____					

Total - Agrees with Item G	0	0.00	0.00	1,489,940.00	1,495,080.00

BUDGET ATTACHMENT

Income Detail

<u>Income Source</u>	<u>Year1_0</u>	<u>Year2_0</u>	<u>Year3_0</u>	<u>Year4_2023</u>	<u>First Full Year</u>
Miscellaneous	0.00	0.00	0.00	0.00	0.00
Less: Allowances and	0.00	0.00	0.00	0.00	0.00
Total Revenue	0.00	0.00	0.00	1,965,933.00	2,005,141.00
TOTALS				1,965,933	2,005,141

Expense Detail

<u>Expense Source</u>	<u>Year1_0</u>	<u>Year2_0</u>	<u>Year3_0</u>	<u>Year4_2023</u>	<u>First Full Year</u>
Interest	0.00	0.00	0.00	6,353.61	9,709.33
	0.00	0.00	0.00	85,927.00	94,519.00
Total Expense	0.00	0.00	0.00	1,920,360.00	1,939,439.00
TOTALS				2,012,641	2,043,667

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 38-064-678901569		LOAN NUMBER	FISCAL YEAR 2024
2. BORROWER NAME Town of Sharpsburg		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME North Carolina	
		5. COUNTY NAME Nash	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 6 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 2 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 2 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 914 (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 2 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$4,800.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0062. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

As per the Amended Letter of Conditions dated August 1, 2023

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date August 1, 20 23

Robert Williams, Mayor

(Signature of Applicant)

Date August 1, 20 23

Tracy Sullivan, Town Clerk

(SEAL)

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: Reginald Speight

Date Approved:

Title: State Director

38. TO THE APPLICANT: As of this date, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated 08-01-2023 between

Sharpsburg, Town of

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

The **Sharpsburg, Town of**

(name of recipient)

Po Box 1759 Sharpsburg, NC 27878-

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff:

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, **Sharpsburg, Town of** _____ on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Recipient

8/1/2023

Date

Attest:

Tracy Sullivan, Town Clerk

Title

Robert Williams, Mayor

Title

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT

**APPLICANT CERTIFICATION
FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS**

The Federal Government is authorized to check credit information about the applicant(s) including using the federal Credit Alert Interactive Voice Response System (CAIVRS) or its successors to check to see if the applicant(s) are delinquent or in default on a Federal debt.

The Federal Government is also authorized by law to take any or all of the following actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency, and the Credit Alert Interactive Voice Response System (CAIVRS).
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you from your Federal income tax refund.
- Offset amounts to be paid to you under other Federal Programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclose on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the executive branch of the Federal Government for the period of debarment or suspension.
- Refer any debt that is delinquent to the Treasury Offset Program (TOP) in accordance with the Debt Collection Improvement Act of 1996.
- Refer any eligible debt that is delinquent to the Treasury for cross servicing in accordance with the Debt Collection Improvement Act of 1996.
- Garnish your wages as allowed by the Debt Collection Improvement Act of 1996.

Any or all of these actions may be used to recover any debts owed when it is determined to be in the interest of the Government to do so.

CERTIFICATION: I/we have read and I/we understand the actions the Federal Government may take in the event that I/we fail to meet my/our scheduled payments in accordance with the terms and conditions of my/our agreement. I/we understand that the above list is not all inclusive and that the Federal Government may deem additional actions necessary to collect should I/we become delinquent.

<i>(Signature-Individual(s))</i>	(Date)	<i>(Signature-Individual(s))</i>	(Date)
(SEAL)		08-01-2023 (Date)	Sharpsburg, Town of (Name of Applicant)
ATTEST:		(Signature of Authorized Entity Official)	
(Signature of Attesting Official)		Robert Williams, Mayor (Title of Authorized Entity Official)	
Tracy Sullivan, Town Clerk (Title of Attesting Official)		Po Box 1759 (Address)	
		Sharpsburg, NC 27878- (City, State, and Zip Code)	

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

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

Town of Sharpsburg

(name)

08-01-2023

(date)

Robert Williams, Mayor

(title)

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COMMUNITY FACILITIES GRANT AGREEMENT

Grantee and Agency

This Grant Agreement (Agreement) dated 08/01/2023, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, “UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS”, which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the “Project Description”) and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

I. GENERAL AWARD INFORMATION

1. Grantee Name & Address Sharpsburg, Town of Po Box 1759 Sharpsburg, NC 27878-	2. Unique Entity ID. XYD8X9S9MNF5 3. Case No. 38-064-*****1332
4. Federal Award Identification Number (FAIN)	5. Award Date 08/01/2023
6. Performance Start Date 08/01/2023	7. Performance End Date 09/30/2028
8. Amount of Federal Funds Obligated for this Action, 4800 and Total Amount of Federal Funds Obligated 110,800.00	9. Amount of Matching/Other Funds (if applicable) 836
10. Total Project Cost (Budget Approved Amount) 111,636.00	11. Award as Percentage of Total Project Cost 44.79 %
12. Grantee Contact (Name, Title, Contact Info) Robert Williams, Mayor 252-446-9441	13. Agency Contact (Name, Title, Contact Info) Monica Thornton, Area Specialist 252-358-7924
14. Description of Real Property covered by the grant N/A	15. Description of Equipment covered by the grant Two Public Works Vehicles

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 0575-0173 and 0575-0200. Public reporting for this collection of information is estimated to be approximately 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, completing, and reviewing the collection of information. All responses to this collection of information are voluntary. However, in order to obtain or retain a benefit, the information in this form is required by 7 CFR 3570-B, Community Facilities Grant Program, and Section 1002 of the American Rescue Plan Act. Rural Development has no plans to publish information collected under the provisions of this program. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Rural Development Innovation Center, Regulations Management Division at ICRMRequests@usda.gov.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

A. Grantee. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.
 - a. **Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.
 - b. **Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.
 - c. **Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.
 - d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.
 - e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.
 - f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$ 56,000.00 for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

- g. Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.
3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
- a. Form SF-425, “Financial Status Report.”** Reports are due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- Annually: January 1 - December 31
 - Annually: July 1 - June 30
 - Semi-Annually: January 1 – June 30 and July 1 – December 31
 - Semi-Annually: April 1 – September 30 and October 1 – March 31
 - Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31
- b. Performance Reports.** SF-PPR, “Performance Progress Report” is due 30 calendar days after the reporting period ends. A final report is due within 120 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):
- Annually: January 1 - December 31
 - Annually: July 1 - June 30
 - Semi-Annually: January 1 – June 30 and July 1 – December 31
 - Semi-Annually: April 1 – September 30 and October 1 – March 31
 - Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

- i. Describe the activities that the funds reflected in the financial status report were used for;
- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 120 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
- ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?

4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. § 15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
 - a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
 - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
 - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
 - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
 - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;
8. **Equipment.** Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

- a. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:
 - i. Activities sponsored by the Agency.
 - ii. Activities sponsored by other Federal agencies.

- b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.

- c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :
 - i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

 - ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.

 - iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
 - If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
 - If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- d. The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
 - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
 - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
 - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
 - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.344.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.345 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the Unique Entity ID Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, “you” in Attachment B shall mean “Grantee” as defined hereunder;

 18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.

 19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).

 20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee’s proper request according to Section II.A.1.c.

 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
 - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. **Both Parties.** The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

Robert Williams
Name (Please Print)

Mayor
Title (Please Print)

Signature _____ Date 08/01/2023

Approved by the United States of America, Rural Housing Service by:

Monica Thornton
Name (Please Print)

Area Specialist
Title (Please Print)

Signature _____ Date 08/01/2023

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

The vehicles will be ordered when funding is received and are expected to take 6-8 months to receive.

ATTACHMENT B

I. Reporting Executive Compensation.

A. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

B. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- C. *Exemptions.* If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
1. Subawards, and
 2. The total compensation of the five most highly compensated executives of any subrecipient.
- D. *Definitions.* For purposes of this award term:
1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a
 - f. non-Federal entity.
 2. *Executive* means officers, managing partners, or any other employees in management positions.
 3. *Subaward:*
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. *Subrecipient* means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
 - a. *Salary and bonus.*
 - b. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - e. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

ATTACHMENT C

I. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Unique Entity ID Numbers.

The Grantee must have a Unique Entity ID number in order to apply for, receive, and report on a Federal award. The DUNS Number is no longer valid for federal award identification. On April 4, 2022, the Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government.

C. Definitions. For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. The Unique Entity ID from SAM.gov is now the authoritative identifier for those doing business with the federal government. The Unique Entity ID is generated in SAM.gov. If you are registered in SAM.gov (active or not), you already have a Unique Entity ID. It is viewable at SAM.gov. If you are new to SAM.gov and will be registering for the first time, you will get your Unique Entity ID (SAM) during registration.
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

Po Box 1759

Sharpsburg, NC 27878-

RURAL DEVELOPMENT, USDA

853 S Beckford Drive, Suite A

Henderson, NC 27536

This is to certify that the Town of Sharpsburg
is in compliance with Federal, State, and Local requirements include the following:

- a. Compliance with special laws and regulations.
- b. Compliance with State Pollution Control or Environmental Protection Agency standards.
- c. Consistency with other development plans of the area.
- d. Compliance with State agency regulating water rights.
- e. Compliance with Civil Rights Act of 1964.
- f. Compliance with Title IX of the Education Amendments of 1972.
- g. Compliance with Section 504 of the Rehabilitation Act of 1973.
- h. Compliance with Age Discrimination Act of 1975.
- i. Compliance with A-133 audit requirements.

BY: _____

Robert Williams
Mayor

8/1/2023

Date

TOWN OF SHARPSBURG

I certify the following names as being all the Commissioners of the Town of Sharpsburg a North Carolina Body Politic. This certification is made this 1st day of August 2023.

Commissioner	Term Expiration
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Tracy Sullivan, Town Clerk
August 1, 2023

Seal:



MEMORANDUM

TO: Robert Williams, Mayor
Board of Commissioners

FROM: Pauline Armstrong, Town Administrator

CC: Brian Pridgen, Town Attorney

DATE: August 1, 2023

REF: Authorization for Town Administrator to Execute Landfill Lease Agreement

Summary

Sharon Taylor has provided an updated lease agreement for the continued use of the landfill. The agreement is due for an update as the last agreement was completed back in May 1996. We utilize the landfill for yard debris. The cost monthly will increase from \$300.00 per month to \$500.00 per month.

Recommendation

Recommended that the Board of Commissioners approve the Town Administrator to authorize lease agreement with review and any required changes by the Town Attorney.

Attached: Draft Landfill Lease Agreement

May 2, 1996

Dear Mayor and Commissioners of
The Town of Sharpsburg:

In consideration of the town dumping of mulch on my property, I have decided that there should be a fee for this. There is no problem with Jr. Williams or any of the town employees. They are doing a very good job of keeping things neat.

I feel that \$300.00 per month is an equitable fee for the use of my property. I would like to hear from you after the May board meeting. If this is not acceptable, I do not want the town to dump anymore after May 6th.

Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "E. K. Taylor".

E. K. Taylor

Town of Sharpsburg NC



LANDFILL LEASE AGREEMENT

This lease agreement made and entered into the 1st day of September 2023 by and in between Sharon Taylor, Lessor; and the Town of Sharpsburg, a municipal corporation organized and existing under the laws of the State of North Carolina (Lessee).

WITNESSETH

That subject of the terms and condition herein set out said Lessor does let and lease a certain tract of land, identified as Edgecombe County PIN# 3747-92-7494 and located within the extraterritorial jurisdiction of the Town of Sharpsburg, Edgecombe County, North Carolina.

The terms and conditions of this lease being as follows:

This lease shall begin as the day of 1st day of September 2023 and shall continue until terminated by either party upon giving 180 days written notice to the other party. Any change in rate shall be required to give a 180 day written notice. Rate is set forth for a 1 year term, negotiable only after 1 year term has expired. This lease agreement shall be renewed annually.

The rental to be paid by said Lessee the Lessor for the use of said property shall be \$500.00 (five hundred dollars) per month due an payable on the 10th day of each month beginning September 1, 2023. Late fee will be charge in the amount of \$50.00 (fifty dollars) for payments not received within 7 (seven) business days. Lessor agrees to invoice timely to the Town of Sharpsburg by the 1st of each month no later than the 5th of each month.

The Lessee has constructed a gravel road in order to have private access to the property for the purpose of disposing of the Town of Sharpsburg's yard debris, including chipped limbs, grass, pine straw and other items as defined in general by yard debris and will be kept the same accessible for its use. Lessee agrees to install and maintain, at its sole cost and expense a security chain/cable lock to prevent unauthorized use of the private road. Nothing contained herein shall create an affirmative obligation on the part of the Lessee to prevent trespassers from entering the premises.

The Lessee agrees to ensure on a monthly basis that the debris is pushed back with the appropriate equipment in order to prevent overage. Should it be required the Lessee agrees to treat debris for any excessive odor and or mosquito control that may be needed. As yard debris is only being utilized as this location as this is anticipated as not being an overall issue, however, should it

become an issue, the Lessee agrees to manage this appropriately. The Lessor agrees to continue to ensure access and maintenance for the private road.

It is understood that the Lessor will permit the property to be utilized by the Town of Sharpsburg for the disposal of the aforementioned yard debris. The disposal shall be done by employees of the Lessee and not by any individual citizens and or businesses.

IN TESTIMONY WHEREOF, the Lessor and Lessee have executed the contract in duplicate originals, one of which will be retained by each parties, the day and year first above written.

By: _____
Town Administrator

Sharon Taylor

ATTEST:

Town Clerk



MEMORANDUM

TO: Robert Williams, Mayor
Board of Commissioners

FROM: Pauline Armstrong, Town Administrator

CC: Brian Pridgen, Town Attorney

DATE: August 1, 2023

REF: Adoption of Updated Record Retention and Disposition Policy

Summary

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the 2021 General Records Schedule:

Local Government Agencies:

1. Administration and Management Records
2. Budget, Fiscal, and Payroll Records
3. Geographic Information System Records
4. Human Resources Records
5. Information Technology Records
6. Legal Records
7. Public Relations Records
8. Risk Management Records
9. Workforce Development Records

In accordance with the provisions of Chapters 121 and 132 of the General Statutes of North Carolina, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Recommendation

Recommended that the Board of Commissioners adopt the updated record retention and disposition policy and authorize signature of the Mayor and Town Administrator for compliance for approval requirements.

Attached: Records Retention Policy pages 1-6

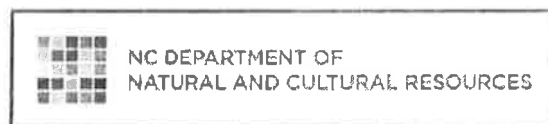
Note: The full document is 130 pages available for full inspection electronically and or by hard copy.

RECORDS RETENTION AND DISPOSITION SCHEDULE

GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES



Issued By:



North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

October 1, 2021

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2021 General Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 General Records Schedule: Local Government Agencies**:

1. Administration and Management Records
2. Budget, Fiscal, and Payroll Records
3. Geographic Information System Records
4. Human Resources Records
5. Information Technology Records
6. Legal Records
7. Public Relations Records
8. Risk Management Records
9. Workforce Development Records

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

G.S. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, G.S. § 132-6.1(a) specifies:

“Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software.”

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when “*reference value ends*.” All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “*destroy when reference value ends*.” If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction “*destroy when reference value ends*.”

Record Copy

A record copy is defined as “The single copy of a document, often the original, that is designated as the official copy for reference and preservation.”¹ The record copy is the one whose retention and disposition is mandated by this schedule; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

² Ibid.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Municipal/County Clerk or Manager
Title: _____

Sarah E. Koonts
Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____

D. Reid Wilson
D. Reid Wilson, Secretary
Department of Natural and Cultural
Resources

Municipality/County: _____

Effective: October 1, 2021



MEMORANDUM

TO: Robert Williams, Mayor
Board of Commissioners

FROM: Pauline Armstrong, Town Administrator

CC: Brian Pridgen, Town Attorney

DATE: August 1, 2023

REF: Adoption of Water Shortage Response Plan

Summary

North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan. Our Water Shortage Response plan was submitted for review and was deemed compliant by NC DEQ. Plans are required to be updated every 5 years.

At this time we need to adopt the Water Response Plan through resolution.

Recommendation

Recommended that the Board of Commissioners adopt the Town of Sharpsburg Water Shortage Response Plan through Resolution 2023-08.

Attached: Town of Sharpsburg Water Response Plan
Resolution-2023-08

R-2023-08

RESOLUTION OF THE TOWN OF SHARPSBURG BOARD OF COMMISSIONERS OF THE TOWN OF SHARPSBURG APPROVING THE WATER SHORTAGE RESPONSE PLAN

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water services or plans to provide such services shall, either individually or together with other such units of local government, prepare and submit a Water Shortage Response Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the Town of Sharpsburg, has been developed and submitted to the Board of Commissioners for approval; and

WHEREAS, the Board of Commissioners finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Sharpsburg, as well as useful information to the Department of Environment and Natural Resources for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Town Board of Commissioners of the Town of Sharpsburg that the Water Shortage Response Plan entitled, Town of Sharpsburg Water Shortage Response Plan dated July 21, 2010 and amended as of August 1, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Town Board of Commissioners intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 1st day of August, 2023.

Robert Williams, Mayor

ATTEST:

Tracy Sullivan, Town Clerk

**Water Shortage Response Plan
Town of Sharpsburg, North Carolina
July 21, 2010
(Reviewed and Updated August 1, 2023)**

The procedures herein are written to reduce potable water demand and supplement existing drinking water supplies whenever existing water supply sources are inadequate to meet current demands for potable water.

I. Authorization

The Sharpsburg Town Administrator shall enact the following water shortage response provisions whenever the trigger conditions outlined in Section IV are met. In his/her absence, Public Works Director or Asst. Public Works Director will assume this role.

Mrs. Pauline Armstrong
Town Administrator Phone:
(252) 446-9441 x 4
E-mail:
administrator@sharpsburgnc.com

Mr. Brian Sullivan
Public Works Director
Phone: (252) 908-3612
E-mail: bsullivan@sharpsburgnc.com

Mr. Jeffery Patterson
Asst. Public Works Director
Phone: (252) 382-0305
Email: jpatterson@sharpsburgnc.com

II. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills. Required water shortage response measures will be communicated through *The Rocky Mount Telegram* PSA announcements on local radio and cable stations and the town website (<http://www.sharpsburgnc.com/>). Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone.

III. Levels of Response

Five levels of water shortage response are outlined in the table below. The five levels of water shortage response are: voluntary reductions, mandatory reductions I and II, emergency reductions and water rationing. A detailed description of each response level and corresponding water reduction measures follow below.

Stage	Response	Description
1	Voluntary Reductions	Water users are encouraged to reduce their water use and improve water use efficiency; however, no penalties apply for noncompliance. Water supply conditions indicate a potential for shortage.
2	Mandatory Reductions I	Water users must abide required water use reduction and efficiency measures; penalties apply for noncompliance. Water supply conditions are significantly lower than the seasonal norm and water shortage conditions are expected to persist.
3	Mandatory Reductions II	Same as in Stage 2
4	Emergency Reductions	Water supply conditions are substantially diminished and pose an imminent threat to human health or environmental integrity.
5	Water Rationing	Water supply conditions are substantially diminished and remaining supplies must be allocated to preserve human health and environmental integrity.

In Stage 1, Voluntary Reductions, all water users will be asked to reduce their normal water use by 5%. Customer education and outreach programs will encourage water conservation and efficiency measures including: irrigating landscapes a maximum of one inch per week; preventing water waste, runoff and watering impervious surfaces; watering plants deeply to encourage root growth; washing only full loads in clothes and dishwashers; using spring-loaded nozzles on garden hoses; and identifying and repairing all water leaks.

In Stage 2, Mandatory Reductions I, all customers are expected to reduce their water use by 10% in comparison to their previous month's water bill. In addition to continuing to encourage all voluntary reduction actions, the following restrictions apply: irrigation is limited to a half inch per week between 8PM and 8AM; outdoor use of drinking water for washing impervious surfaces is prohibited; and all testing and training purposes requiring drinking water (e.g. fire protection) will be limited.

In Stage 3, Mandatory Reductions II, customers must continue actions from all previous stages and further reduce water use by 20% compared to their previous month's water bill. All non-essential uses of drinking water are banned and garden and landscape irrigation must be reduced to the minimum amount necessary for survival. Additionally, in Stage 3, a drought surcharge of 1.5 times the normal water rate applies.

In Stage 4, Emergency Reductions, customers must continue all actions from previous stages and further reduce their water use by 25% compared to their previous month's water bill. A ban on all use of drinking water except to protect public health and safety is implemented and drought surcharges increase to 2 times the normal water rate.

The goal of Stage 5, Water Rationing, is to provide drinking water to protect public health (e.g. residences, residential health care facilities and correctional facilities). In Stage 5, all customers are only permitted to use water at the minimum required for public health protection. Firefighting is the only allowable outdoor water use and pickup locations for distributing potable water will be announced according to Sharpsburg's Emergency Response Plan. Drought surcharges increase to 5 times the normal water rate.

IV. Triggers

Sharpsburg is provided water solely by purchase from the town of Rocky Mount. When the Town of Rocky Mount declares a water shortage Sharpsburg is required to do so as well. During this time Sharpsburg Public Works Director will stay in close contact with Rocky Mount and follow their triggers.

Return to Normal

When water shortage conditions have abated and the situation is returning to normal, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

V. Enforcement

The provisions of the water shortage response plan will be enforced by Town of Sharpsburg Public Works department and police personnel. Citations are assessed according to the following schedule depending on the number of prior violations and current level of water shortage.

Water Shortage Level	First Violation	Second Violation	Third Violation
Voluntary Reductions	N/A	N/A	N/A
Mandatory Reductions (Stages 2 and 3)	Warning	\$250	Discontinuation of Service
Emergency Reductions	\$250	Discontinuation of Service	Discontinuation of Service
Water Rationing	\$500	Discontinuation of Service	Discontinuation of Service

Drought surcharge rates are effective in Stages 3, 4 and 5.

VI. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available at Town Hall for customers to view. A notice will be included in customer water bill notifying them of such. Also a draft plan will be published in *The Rocky Mount Telegram*. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by Sharpsburg's Town Commissioners.

VII. Variance Protocols

Applications for water use variance requests are available from the Town Office. All applications must be submitted to the Town Office for review by the Town Manager or his designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

VIII. Effectiveness

The effectiveness of the Sharpsburg water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

IX. Revision

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to Sharpsburg's Town Commissioners. The Town of Sharpsburg Public Works Director is responsible for initiating all subsequent revisions.



MEMORANDUM

TO: Robert Williams, Mayor
Board of Commissioners

FROM: Pauline Armstrong, Town Administrator

CC: Brian Pridgen, Town Attorney

DATE: August 1, 2023

REF: New Garbage Cart Roll Back Fee – Revision of Schedule of Fees

Summary

We have had several issues around the garbage carts not being returned after collection and or sitting out too long before collection. This causes various nuisances such as trash being knocked over in streets and or blocking of streets due to garbage cans being left street side. As our existing policy is very clear on the requirement for garbage receptable placement and removal, we do not have any ability to issue any fines related to any one being non-compliant with that requirement. As most customers are comply with our existing requirement, we do have some that are non-compliant.

The cart roll back fee would be a penalty of \$25.00 per day that would be issued to the resident, owner and or commercial facility after a written warning has been issued. This would be added as a penalty and issued on the utility bill. Our existing code of ordinances under 93.06 for placement of garbage already provides a clear provision on the placement and removal of garbage receptables. The current schedule of fees is required to be revised in order to add the cart roll back fee as an enforcement mechanism for non-compliance of the existing ordinance.

The penalty would be assessed after written warning and there after each time for the offense. Enforcement would be primarily through our existing code enforcement and public works staff as required. Documentation would include documentation of the receptable not in compliance with the stated ordinance, through time stamped photograph.

93.06 PLACEMENT OF GARBAGE AND REFUSE FOR COLLECTION.

(A) It shall be unlawful for any person to place garbage, trash, empty cartons, paper and other refuse for pickup and collection by the Sanitation Department of the town anywhere, except in the backyard for garbage or immediately adjacent to the street right-of-way for refuse. No town employee shall assist in any way in the performance of what has herein been set out as the duty of the person, householder, tenant or proprietor.

(1988 Code, § 93.06)

(B) Garbage receptacles and recycling containers must be returned to the proximity of the house/apartment within 24 hours of collection.

(C) Receptacles and containers not returned as stated are subject to a warning for the first offense and a penalty as set forth in the Town Schedule of Rates and Fees, a copy of which is located in the office of the Town Clerk and is incorporated herein by reference, for each subsequent offense. The penalty will be added to the monthly utility bill under the recycling line item.

(D) Garbage receptacles for apartments and duplexes will have the number of the unit painted on the outside of the receptacle by the town.

Recommendation

Recommended that the Board of Commissioners adopt the revised fee schedule to include the \$25.00 fine for garbage cart roll back fee. Fee schedule to be revised would be the adopted FY24 schedule of fees.

Attached : Revised Schedule of Fees

Town of Sharpsburg - Fee Schedule 2023-2024

Approved Fees FY 24

DEPARTMENT/SERVICE

ADMINISTRATIVE

COPIES B&W	\$0.75
COLOR	\$0.75
MAPS	
FAXES SENT	\$5.00
FAXES RECEIVED - up to 10 pages \$7.00, 1.00 per page over 10	\$7.00
CERTIFIED COPY	2.00 per page
AGENDA PACKET	\$7.00
NOTARY FEE	\$5.00
RETURNED CHECK FEE	\$25.00
BUSINESS REGISTRATION FEE	\$20.00
UTILITY APPLICATION FEE	\$25.00
PENALTY ON UTILITY BILLS	over \$450 will be \$45 plus 10%

POLICE

FINGERPRINTING	\$10.00
False Alarm Fee (\$25 per false alarm after 3 false alarm calls per 30 calendar days)	\$25.00

GARBAGE COLLECTION

PER CART (Garbage)	\$21.38
PER BIN (Recycle)	\$10.69
Mattress pick up - per mattress	\$10.00
Tire Disposal (per tire) (no rims)	\$5.00
Commerical Residential Dumpster in Lieu of Individual Carts	\$500.00
Residential Nusiance Trash Pick Up Fee	\$75.00 per hour, plus 25%, plus required equipment fee usage

Commercial Residential Dumpster : Town Trash Pick Up Fee

\$75.00 per hour, plus 25%

Sharpsburg Code of Ordinances 96.06 Placement Of Garbage & Refuse For Collection

Garbage/Recycle Cart Roll Back Violation

First - Written Warning

Second and subsequent violations

\$25.00 per day

Amended August 1, 2023

STREETS

DRIVEWAY - ROCK

\$450.00

ELECTRIC

REREAD CHARGE (1 FREE PER YEAR)

\$20.00

METER TESTING (IF INCORRECT NO CHARGE)

\$25.00

NEW SERVICE CONNECTION FEE

\$10.00

METER TAMPERING FEE

\$500.00

METER SETTING FEE (NEW SITE)

\$300.00

DEPOSIT - RENTER

\$300.00

DEPOSIT - OWNER

\$100.00

TEMPORARY SERVICE FEE

\$25.00

ELECTRIC WIRE BEYOND POINT OF DELIVERY - 30 ft

\$10.00 per ft

DIP POLE

\$75.00

POLE ATTACHMENT FEE (PER POLE, PER YEAR)

\$10.00

AREA LIGHT INSTALL - NEW POLE

\$100.00

AREA LIGHT INSTALL - EXISTING POLE

\$35.00

WATER/SEWER

REREAD CHARGE (1 FREE PER YEAR)	\$20.00
METER TESTING (IF INCORRECT, NO CHARGE)	\$25.00
METER TAMPERING FEE	\$500.00
DEPOSIT	\$150.00
New service connection fee	\$10.00
TEMPORARY SERVICE FEE	\$25.00
WATER METER SETTING FEE (NEW SITE)	\$300.00
WATER METER BOX LID	\$22.00
WATER METER SETTER	\$90.00
WATER PIPE SADDLE	\$60.00
CURB STOP	\$26.00
CORPORATION STOP	\$26.00
STREET Y	\$20.00
SEWER EXTENSION	\$15.00
BUSHINGS	\$5.00

**WATER / SEWER CONNECTION TAP FEES
INSIDE CITY LIMITS**

3/4 WATER	\$1,600.00
2" WATER	\$2,300.00
4" SEWER	\$850.00
Water Meter Setting Fee (NEW TAP)	\$200.00

**WATER / SEWER CONNECTION TAP FEES
OUTSIDE CITY LIMITS**

3/4 WATER	\$2,100.00
2" WATER	\$2,800.00
4" SEWER	\$1,200.00
BORE (ADDITIONAL FEE)	\$200.00 per hour
Sewer Tap - Misc. Supply (NEW TAP)	\$400.00

WATER METER PURCHASED & INSTALLED

3/4"	\$90.00
1"	\$215.00

2"

PARK RENTAL

PICNIC SHELTER - IN TOWN USERS
OUT OF TOWN USERS

\$1,850.00
\$50.00
\$100.00

TOWN EQUIPMENT HOURLY CHARGES

PICK UP TRUCK \$60.00
DUMP TRUCK \$150.00
SEWER JET \$200.00
BACKHOE \$200.00
BORING MACHINE \$200.00
TRACTOR MOWER \$100.00
PUSH MOWER \$50.00
LINE TRUCK \$250.00
BUCKET TRUCK \$300.00
TRENCHER \$200.00

LABOR FEE ACTUAL HOURLY RATE PLUS 25% FOR BENEFITS

SUBDIVISION FEES

minor plat - final \$100.00 per lot
major - preliminary plat \$200.00 + \$50.00 per lot
major - final plat \$250.00 + \$100.00 per lot
Required Engineer Review \$100.00 per hour- estimated cost provided- prepaid

ZONING

VERIFICATION LETTER \$100.00
ZONING APPROVAL \$100.00 residential- single family and manufactured /125.00 commercial change use
SIGN PERMIT \$100 - one sign/\$25 each for additional signage /\$150 sign plan \$50.00
Temporary Sign \$50.00
SITE PLAN REVIEW NEW CONSTRUCTION SINGLE FAMILY HOME \$100.00
SITE PLAN REVIEW MULTI-FAMILY/COMMERCIAL \$300.00

APPLICATION FOR SPECIAL USE PERMIT COMMERCIAL
 APPLICATION FOR ORDINANCE AMENDMENT/TEXT CHANGE
 VARIANCE REQUEST
 APPLICATION FOR STREET CLOSING
 STREET NAME CHANGE
 APPEALS
 ZONING VIOLATIONS
 ADJOINING PROPERTY OWNER LETTERS (PER LETTER)
 Zoning Compliance Permit for fences and residential accessory
 structures
 Zoning Compliance Permit for a Temporary Use or Event
 Home Occupation Application and Bona Fide Farm Exemption
 Certification

\$300.00
 \$300.00
 \$300.00
 400.00 plus surveying
 \$300.00
 \$300.00
 \$100.00
 \$15.00

 \$50.00
 \$100.00

 \$100.00

ANNEXATION PETITION

Voluntary Annexation Petition

\$400.00 and petitioner provides annexation boundary
 survey map

ORDINANCE VIOLATION PENALTIES - NUISANCE

First Citation
 Second Citation
 Third Citation
 Forth and Subsequent citations

\$50.00
 \$100.00
 \$250.00
 \$500.00



MEMORANDUM

TO: Robert Williams, Mayor
Board of Commissioners

FROM: Pauline Armstrong, Town Administrator

CC: Brian Pridgen, Town Attorney

DATE: August 1, 2023

REF: Resolution authorizing the Town of Sharpsburg to utilize Commissioner David Pride Food Truck Services for Town Events

Summary

North Carolina General Statute §14-234(d)(1) permits an elected official serving in a town with a population less than twenty-thousand (20,000) residents to benefit from a contract provided that: the undertaking of the contract between the town and elected official is approved by a specific resolution of the governing body and the contract amount does not exceed \$60,000 within a twelve month period.

Commissioner David Pride has expressed interest in the continuation of being able to utilize his Food Truck for various town events as they arise.

1. The Town Board of Commissioners shall have the ability to contract with Commissioner Pride for food truck services at any future town events.
2. Any contract or contracts entered into between the Town of Sharpsburg and Commissioner Pride for food truck services shall not exceed sixty thousand dollars (\$60,000.00) within any twelve (12) month period.
3. The Town Board of Commissioner shall specifically note in the Town's audited annual financial statement the total number of contracts entered into with Commissioner Pride for food truck services.

4. The Town Board of Commissioners shall post a list of all contracts made with Commissioner Pride in a publicly accessible source or place. This list shall briefly describe the specific subject matter for each contract during a twelve-month period. The Town Board of Commissioners shall update this list quarterly.

Recommendation:

Board of Commissioner adopted Resolution R-2023-09 as stated. The adopted resolution will cover a 12-month period in which the resolution will need to be re-adopted after the 12-month expiration time period.

Attached: Resolution R-2023-09

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE TOWN OF SHARPSBURG
AUTHORIZING TOWN TO CONTRACT WITH TOWN COMMISSIONER DAVID
PRIDE TO PROVIDE FOOD TRUCK SERVICES FOR TOWN EVENTS**

WHEREAS, Commissioner David Pride (hereinafter “Commissioner Pride”) currently serves on the Town of Sharpsburg’s Board of Commissioners as the Mayor Pro-Tem; and

WHEREAS, the Town of Sharpsburg wishes to contract with Commissioner Pride to allow his food truck company to sell food at various future town events; and

WHEREAS, North Carolina General Statute §14-234(d)(1) permits an elected official serving in a town with a population less than twenty-thousand (20,000) residents to benefit from a contract provided that: the undertaking of the contract between the town and elected official is approved by a specific resolution of the governing body and the contract amount does not exceed \$60,000 within a twelve month period; and

WHEREAS, notice of this proposed resolution shall be provided to the citizens of the Town of Sharpsburg on August 1, 2023.

WHEREAS, as of the 2020 Census, the Town of Sharpsburg had a population of one thousand six hundred ninety-three (1,693); and

WHEREAS, the Town of Sharpsburg will take all necessary steps to further comply with all requirements of North Carolina General Statute §14-234(d)(1).

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF SHARPSBURG THAT:

1. The Town Board of Commissioners shall have the ability to contract with Commissioner Pride for food truck services at any future town events.
2. Any contract or contracts entered into between the Town of Sharpsburg and Commissioner Pride for food truck services shall not exceed sixty thousand dollars (\$60,000.00) within any twelve (12) month period.
3. The Town Board of Commissioner shall specifically note in the Town’s audited annual financial statement the total number of contracts entered into with Commissioner Pride for food truck services.
4. The Town Board of Commissioners shall post a list of all contracts made with Commissioner Pride in a publicly accessible source or place. This list shall briefly describe the specific subject matter for each contract during a twelve-month period. The Town Board of Commissioners shall update this list quarterly.

R-2023-09

DULY ADOPTED, this the 1st day of August, 2023.

TOWN OF SHARPSBURG

By: _____
ROBERT WILLIAMS, Mayor

ATTEST:

Tracy Sullivan
Town Clerk
(SEAL)



MEMORANDUM

TO: Robert Williams, Mayor
Board of Commissioners

FROM: Pauline Armstrong, Town Administrator

CC: Brian Pridgen, Town Attorney

DATE: August 1, 2023

REF: Resolution authorizing the Town of Sharpsburg to consider bids submitted by Commissioner David Pride for Public Services Contracts involving Lawn Mowing Services

Summary

North Carolina General Statute §14-234(d)(1) permits an elected official serving in a town with a population less than twenty-thousand (20,000) residents to benefit from a contract provided that: the undertaking of the contract between the town and elected official is approved by a specific resolution of the governing body and the contract amount does not exceed \$60,000 within a twelve month period.

Commissioner David Pride has expressed interest in the ability to bid on code enforcement lot clearing and grass cutting.

1. Commissioner Pride shall be permitted to bid on public works contracts for the Town of Sharpsburg.
2. The Town of Sharpsburg and its administrative staff shall be permitted to consider bids submitted by Commissioner Pride for public works contracts involving lawn mowing services.
3. The Town of Sharpsburg and its administrative staff shall be permitted to award public works contracts involving lawn mowing services to Commissioner Pride provided that his bid is properly submitted pursuant to North Carolina General Statute

§ 143-129 and is the lowest responsible bid when applying the factors set forth in the Statute.

4. Any contract or contracts awarded to Commissioner Pride by the Town of Sharpsburg for lawn mowing services shall not exceed sixty thousand dollars (\$60,000.00) within any twelve (12) month period.
5. The Town Board of Commissioner shall specifically note in the Town's audited annual financial statement the total number of contracts awarded to Commissioner Pride to conduct lawn mowing services.

Recommendation

Recommended that the Board of Commissioners adopt the Resolution 2023-10 as provided. The resolution will cover for authorization for a 12 month period. At the expiration of that period the Board of Commissioners will need to provide reauthorization through another resolution.

Attached:
Resolution R-2023-10

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE TOWN OF SHARPSBURG
AUTHORIZING TOWN TO CONSIDER BIDS SUBMITTED BY TOWN
COMMISSIONER DAVID PRIDE FOR PUBLIC SERVICE CONTRACTS INVOLVING
LAWN MOWING SERVICES**

WHEREAS, Commissioner David Pride (hereinafter “Commissioner Pride”) currently serves on the Town of Sharpsburg’s Board of Commissioners as the Mayor Pro-Temp; and

WHEREAS, the Town of Sharpsburg wishes to have the option to consider bids made by Commissioner Pride for public works contracts related to lawn mowing services; and

WHEREAS, North Carolina General Statute §14-234(d)(1) permits an elected official serving in a town with a population less than twenty-thousand (20,000) residents to benefit from a contract provided that: the undertaking of the contract between the town and elected official is approved by a specific resolution of the governing body and the contract amount does not exceed \$60,000 within a twelve month period; and

WHEREAS, notice of this proposed resolution shall be provided to the citizens of the Town of Sharpsburg on August 1, 2023.

WHEREAS, as of the 2020 Census, the Town of Sharpsburg had a population of one thousand six hundred ninety-three (1,693); and

WHEREAS, the Town of Sharpsburg will take all necessary steps to further comply with all requirements of North Carolina General Statute §14-234(d)(1).

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF COMMISSIONERS OF THE TOWN OF SHARPSBURG THAT:

1. Commissioner Pride shall be permitted to bid on public works contracts for the Town of Sharpsburg.
2. The Town of Sharpsburg and its administrative staff shall be permitted to consider bids submitted by Commissioner Pride for public works contracts involving lawn mowing services.
3. The Town of Sharpsburg and its administrative staff shall be permitted to award public works contracts involving lawn mowing services to Commissioner Pride provided that his bid is properly submitted pursuant to North Carolina General Statute § 143-129 and is the lowest responsible bid when applying the factors set forth in the Statute.

4. Any contract or contracts awarded to Commissioner Pride by the Town of Sharpsburg for lawn mowing services shall not exceed sixty thousand dollars (\$60,000.00) within any twelve (12) month period.
5. The Town Board of Commissioner shall specifically note in the Town's audited annual financial statement the total number of contracts awarded to Commissioner Pride to conduct lawn mowing services.
6. The Town Board of Commissioners shall post a list of all contracts made with Commissioner Pride in a publicly accessible source or place. This list shall briefly describe the specific subject matter for each contract during a twelve-month period. The Town Board of Commissioners shall update this list quarterly.

DULY ADOPTED, this the 1st day of August, 2023.

TOWN OF SHARPSBURG

By:

ROBERT WILLIAMS, Mayor

ATTEST:

Tracy Sullivan
Town Clerk
(SEAL)