August 1, 2023
Regular Board Meeting
7:00 PM
Harvey E Smith Municipal Building

In attendance: Mayor; Vaughn Benton, Commissioners; Tim Driver, Monica Craver, Dwaine Dobbins, David Cox, Greg Wagoner
Absent: Clerk; Kim Wells,

1. Call to order and Welcome: Mayor Vaughn Benton called the 8/1/2023 meeting to order at 7:00p.m.
2. Conflict of Interest Issues and Approval of Agenda: Commissioner Wagoner motioned to approved the agenda as written and Commissioner Cox second the motion. The motion carried.
3. Pledge of Allegiance and Prayer: Mayor Benton led the Pledge of Allegiance and prayer for the meeting.
4. Adoption of minutes: Commissioner Cox motioned to accept an amendment to correct the date on the minutes from 6/2/23 to 6/6/23; then accept the minutes as written. Commissioner Craver second the motion and motion carried.
5. Public Comments: None
6. Old Town Business
    a. American Rescue Plan Act (ARPA) Fund Projects
        i. Two Policies were needed to be adopted for the ARPA Fund projects, Program Income and Property Management related to the Expenditure of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds. Commissioner Cox made a motion to accept the policies with Commissioner Wagoner giving a second. Motion carried.
7. New Town Business
    a. Motion made by Commissioner Cox and second from Commissioner Dobbins to ratify the payout of 326.50 Hours of booked Holiday Time for various employees with a total cost of $6,547.08 + fringe. Motion carried.
    b. Commission Cox made a motion to approved proposed Budget Amendments dated 08/01/2023 to book the Holiday Payout. A second was made by Commissioner Wagoner. Motion carried.
    c. Motion made by Commissioner Craver to ratify the repair done to the Howard Street Lift Station pump and pay to Dixie Electro for invoice RQ3805 in the amount of $2472.87 + invoice RQ3760 in the amount of $6,375.15. A second was made by Commissioner Cox and motion carried.
    d. Motion made by Commissioner Craver to ratify a motion to move forward with the repair to the JC Lot by Tim Cave for $13,623 + approved the additional cost of $913.21. A second was made by Commissioner Driver, and motion carried.
    e. A motion was made by Commissioner Cox for the approval of the invoice from American Tank Maintenance in the amount of $23,753.00 for the annual maintenance per the contract. A second was made by Commissioner Wagoner. The motion carried.
    f. Motion was made by Commissioner Craver with a second from Commissioner Wagoner to approve the contract with Charles Scott, CPA for the paperwork for the Fiscal Year 2023 Audit

g. Motion to table the Approval of the annual contract with Gibson & Company for the Fiscal Year 2023 Audit. Until further understanding of the contract is understood. Motion made by Commissioner Craver and second by Commissioner Driver. Motion carried.
h. Motion to approve Harcros Chemical invoice #761000468 in the amount of $2,632.19 was made by Commissioner Wagoner with a second from Commissioner Dobbins. Motion carried
i. Motion to approve Mission Communications invoice #1077895 in the amount of $5,788.80 made by Commissioner Craver with a second from Commissioner Driver. Motion carried.
j. Motion to set a date for Hearing concerning Dangerous Dog appeal made by Commissioner Wagoner and second Craver. Date set is August 4, 2023 at 10:00AM

8. Reports and Announcements
    a. Mayor Report – Appreciates the Board and Employees
    b. Finance Officer's Report – Absent
    c. Zoning Officer's Report – A couple of zoning violation letters were sent out
    d. Public Works Director – Tim Collins reported
        i. A lot going on this past month.
            1. 216 W Main Sewer backup, resident is requesting reimbursement for plumbers' fee. The commissioners discussed and stated the cost falls back on the property owner.
            2. Assisted Town of Dobson with a water leak
    e. Police Chief's Report – All is good,
        i. Worked with Officer Hubbard on a Booze it Lose It campaign.
        ii. Reviewing East Bend's Peddler's Permit.
    f. Fire Department – Nothing
    g. Departmental Commissioners Reports
        i. Commissioner Craver
            1. Busy this past month
                a. Providing First Aid Kits for Public Works Trucks
                b. Zoning Issues
                c. Finding locations for businesses
                d. Insurance Claim on "Brown Building" should be completed in the next week.
        ii. Commissioner Cox – All Good
        iii. Commissioner Dobbins – All Good
        iv. Commissioner Driver – All Good
        v. Commissioner Wagoner – Price of concrete has gone up.
    h. Committee Reports
        i. B.I.G.
            1. 2 New Members to join the group
                a. Vicky Boles
                b. Roger Nance
                c. Motion made by Commissioner Cox with a second from Commissioner Wagoner to add these 2 to the B.I.G. committee. Motion carried.
            2. Color Run was a successful event

3. Upcoming – Cruise-In on August 12, 2023 with proceeds going toward Special Olympics.
4. August 17, 2023 is the next meeting.

9. Motion made to recess meeting until August 4, 2023 at 10:00AM for hearing on Dangerous Dog Appeal.

Vaughn Benton

R. Devaughn (Vaughn) Benton, Mayor

Kim Wells

Kim Wells, Finance Officer/Town Clerk

The minutes were recorded by Administrative Assistant Stephen Hutchens. Mayor Signature then attested by the Town Clerk.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. the invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.
See attached addendum and attached engagement letter

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

None

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards,2018 Revision.* Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐Auditor ☐Governmental Unit ☑Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Kim Wells	Finance Officer/Town of Boonville	kim.wells@boonvillenc.com

OR Not Applicable ☐ *(Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	Town of Boonville
Audit Fee	$ 10,470
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ -0-
Writing Financial Statements	$ -0-
All Other Non-Attest Services	$ -0-

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Gibson & Company, P.A.	
Authorized Firm Representative (typed or printed)* R. Harold Gibson, Managing Partner/Principal	Signature*
Date* 3-9-23	Email Address* harold@gibcocpa.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Boonville	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Vaughn Benton, Mayor	Signature*
Date	Email Address vaughn.benton@boonvillenc.com

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed) Kim Wells, Finance Officer	Signature*
Date of Pre-Audit Certificate*	Email Address* kim.wells@boonvillenc.com

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

ADDENDUM TO CONTRACT TO AUDIT ACCOUNTS AND ENGAGEMENT LETTER

JUNE 30, 2023

The audit fees quoted above are for a Generally Accepted Auditing Standards (GAAS) audit, or a Generally Accepted Government Auditing Standards (GAGAS) audit. If a Single Audit is required, the fees will be increased as follows:

A) If the total of Federal and State expenditures as listed on the Schedule of Expenditures of Federal Awards (SEFA) are between $0 and $4,000,000, an additional fee of $4,000 will be added. There will also be an additional fee of $2,500 for each major program in excess of the first major program.

B) Further, if the total of the Federal and State expenditures as listed on the SEFA schedule exceeds $4,000,000, an additional fee of $1,000 per $1,000,000 (i.e 1/10th of 1%) of the excess expenditures over $4,000,000 will be added. Also, $2,500 for each major program will be added.

Signature: ______________________

Mayor

Date: __________________________

Signature: ______________________

Finance Officer

Date: __________________________

HARCROS

Harcros Chemical Inc.
FEDERAL I.D. NO. 43-1935062

Phone: 336-475-1391

INVOICE

Customer PO #: TIM 060723

INVOICE NUMBER 761000468
INVOICE DATE 6/13/2023
CUSTOMER # 00915600-THO76

Bill To
Town of Boonville
PO BOX 326
BOONVILLE, NC 27011-0326
United States of America

Ship To
Town of Boonville
471 Lon Ave
BOONVILLE, NC 27011
United States of America

Sales Order #	Ship Date	Inco Terms	Carrier	Payment Terms	Salesrep	Tax Status
761000555	06/12/2023	DAP	TCL	Net 30 Days	Customer Service - Thomasville	T - Taxable E - Exempt

Product ID / Description	Quantity	UOM	Units	Unit Type	Unit Price	Extended Price	Tax
36717 Aquacros HC-2075 / NSF 627.00 LB 55 GL Factory Poly Drum	3	DRUM	1,881.00	LB	1.19000	2,238.39	E

Lot	Quantity	Serial #
230501	1,881.00 LB	

Product ID / Description	Quantity	UOM	Units	Unit Type	Unit Price	Extended Price	Tax
10461 Sodium Hypochlorite 12.5% 55.00 GAL 55 GL Recon Poly Drum	2	DRUM	110.00	GAL	3.58000	393.80	E

Lot	Quantity	Serial #
761000259	55.00 GAL	
761000242	55.00 GAL	

APPROVED BY ______
DATE PAID ______
CHECK # ______
ACCTS. CHARGED ______
300-810-50400-40335

Pro Number: AVERITT 0491568172

PLEASE REMIT CHECK PAYMENT TO:
HARCROS CHEMICALS INC
P.O. BOX 74583
CHICAGO, IL 60696

Subtotal **$2,632.19**

Sales Tax 0.00

**IMPORTANT NOTICE ABOUT FRAUD AND PHISHING ATTACKS:* *If you receive an email that appears to come from Harcros which indicates a change of bank details or requesting funds be wired, it is unlikely to be genuine. Please contact us immediately if this happens to avoid fraudulent activity.*

For Terms and Conditions of Sale, please visit:
Http://www.harcros.com/terms-conditions

Total Due **2,632.19 USD**

Your account is subject to a FINANCE CHARGE, at a PERIODIC RATE OF 1.5% per month (ANNUAL PERCENTAGE of 18%) applied to all unpaid account balances, not paid within the term of sale. This rate will be uniform in all states, except in those states where interest collected may be more or less depending entirely on the state's statutes.

PLEASE REFERENCE THIS INVOICE NUMBER WITH YOUR PAYMENT - EMAIL REMITTANCE ADVICE INFO TO AR@HARCROS.COM

INVOICE

MISSION COMMUNICATIONS

Mission Communications, LLC
3170 Reps Miller Rd
Suite 190
Norcross, GA 30071-5403
Phone: 678-969-0021
Fax: 678-969-0541

Invoice Date
7/7/2023

Invoice Number
1077895

Bill To
Town of Boonville
Accounts Payable/Kim Wells
P. O. Box 326
Boonville, NC 27011

Ship To

Water = 2961.00
Sewer = 2228.40
Sewer plant = 599.40
5788.80

CUSTOMER PO	END USER		SHIPPING METHOD	DUE DATE
Annual Service				**8/6/2023**
S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	CW MA	**NE**	**7/7/2023**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11060	Baptist Church L/S S	8/1/2023	7/31/2024	371.40	371.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11061	Williams St lift station S	8/1/2023	7/31/2024	371.40	371.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11080	Howard Street L/S S	8/1/2023	7/31/2024	371.40	371.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11081	JC Lot Lift Station S	8/1/2023	7/31/2024	371.40	371.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11082	Normandy Street L/S S	8/1/2023	7/31/2024	371.40	371.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11083	Alemite Lift Station S	8/1/2023	7/31/2024	371.40	371.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	12MIS11084	Williams Street Well W	8/1/2023	7/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	15MIS16697	Town Tank W	8/1/2023	7/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	15MIS16698	Depot Street Well W	8/1/2023	7/31/2024	599.40	599.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	15MIS16759	Woodruff Road Tank W	8/1/2023	7/31/2024	599.40	599.40

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments less than $3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our Accounts Receivable team, 877-993-1911 option 5, ar@123mc.com

Subtotal	
Sales Tax (0.0%)	
Payment Received	
Balance Due	

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

MISSION COMMUNICATIONS

Mission Communications, LLC
3170 Reps Miller Rd
Suite 190
Norcross, GA 30071-5403
Phone: 678-969-0021
Fax: 678-969-0541

INVOICE

Invoice Date
7/7/2023

Invoice Number
1077895

Bill To
Town of Boonville
Accounts Payable/Kim Wells
P. O. Box 326
Boonville, NC 27011

Ship To

CUSTOMER PO	END USER		SHIPPING METHOD	DUE DATE
Annual Service				**8/6/2023**
S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	CW MA	**NE**	**7/7/2023**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	17MIS20678	WWTP S	8/1/2023	7/31/2024	599.40	599.40
1	SP850-12R	Service Package - MyDro M850 Series - 1 year, Renewal	20MIS27620	Sunset Well House W	8/1/2023	7/31/2024	563.40	563.40

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments less than $3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our Accounts Receivable team, 877-993-1911 option 5, ar@123mc.com

Subtotal	USD 5,788.80
Sales Tax (0.0%)	USD 0.00
Payment Received	USD 0.00
Balance Due	USD 5,788.80

POLICY FOR PROGRAM INCOME RELATED TO THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS, the Town of Boonville (hereinafter "Town") has received an allocation of funds from the Coronavirus "State Fiscal Recovery Fund" or "Coronavirus Local Fiscal Recovery Fund" (together "CSLFRF") established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("ARPA").

WHEREAS, the Town shall comply with the terms of ARPA, and the U.S. Department of Treasury's ("Treasury") federal regulations governing the spending of CSLFRF funds, including the Final Rule, and Treasury's regulations governing expenditures of CSLFRF funds, including the Award Terms and Conditions, Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds (together the "Federal regulations"), and any additional guidance Treasury has issued or may issue governing the spending of CSLFRF funds.

WHEREAS, the Town shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part § 200 (the "Uniform Guidance"); and

WHEREAS, the Town shall account for program income per the requirements set forth in the Uniform Guidance, including, but not limited to, 2 C.F.R. § 200.307, and as stipulated in Compliance and Reporting Guidance for the State and Local Recovery Funds, which provides: "Recipients of CSLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records."

Now, therefore, be it **RESOLVED**, That the Board of Commissioners for the Town of Boonville hereby adopts and enacts the following policies and procedures for the use of program income earned from the expenditure of CSLFRF funds pursuant to the ARP/CSLFRF award.

PROGRAM INCOME POLICY

I. PURPOSE AND SCOPE

The Town enacts the following procedures for its use of program income earned from the expenditure of CSLFRF funds to ensure compliance with the Uniform Guidance, including, but not limited to, 2 C.F.R. § 200.307, the ARP/CSLFRF award, and all applicable Federal regulations governing the use of program income. The Town agrees to administer program income according to the requirements set forth in this policy and as required by the Federal regulations and State law.

The responsibility for following this policy lies with The Mayor, Town Administrator and the Finance Officer/Town Clerk, who are charged with the administration and financial oversight of the ARP/CSLFRF award. Questions on the use and/or reporting of program income should be directed to the Finance Officer/Town Clerk.

II. DEFINITIONS

a. *ARP/CLSFRF award* means the Federal program governing the use of Coronavirus State and Local Fiscal Recovery Funds as provided in the Assistance Listing and as administered by the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Pub. L. No. 117-2 (Mar. 11, 2021).
b. *CSLFRF funds* means the portion of Federal financial assistance from the Coronavirus State Fiscal Recovery Funds and Coronavirus Local Fiscal Recovery Funds (collectively "CSLFRF") awarded to the Town pursuant ARPA.
c. *Federal award* means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101. The Federal award is the instrument setting forth the terms and conditions of the grant agreement, cooperative agreement, or other agreement for assistance.
d. *Federal awarding agency* means the Federal agency that provides a Federal award directly to a non-Federal entity.
e. *Federal financial assistance* means the assistance that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions, direct appropriations, food commodities, or other financial assistance, including loans.
f. *Federal program* means all Federal awards which are assigned a single Assistance Listings Number.
g. *Non-Federal entity* means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
h. *Period of performance* means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. The period of performance for the ARP/CSLFRF award ends December 31, 2026.
i. *Program income* means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § § 200.307(f).

III. PROGRAM INCOME OVERVIEW

For purposes of this policy, program income is the gross income earned by the Town that is directly generated by a supported activity or earned as a result of the ARP/CSLFRF award during the period of performance, which closes December 31, 2026. 2 CFR 200.1.

Program income includes, but is not limited to, the following sources of income:

- The collection of fees for services performed.
- Payments for the use or rental of real or personal property.
- The sale of commodities or items fabricated under the Federal award.
- The payment of principal and interest on loans made under the Federal award.

Program income does not include fees or revenue from the following:

- The use of rebates, credits, discounts, and interest earned on any of them.
- Governmental revenues, such as taxes, special assessments, levies, or fines.
- Proceeds from the sale of real property, equipment, or supplies.

IV. USE OF PROGRAM INCOME

Program income earned pursuant to expenditures of CSLFRF is the property of US Treasury and shall be accounted for in one of three ways pursuant to 2 C.F.R. § 200.307(e).

Deduction Method: Program income must be deducted from total allowable costs to determine net allowable costs. Program income shall be used to reduce Treasury's obligation under the ARP/CSLFRF award rather than to increase the funds committed to a project. Program income shall be used for current costs. The Town shall track and account for program income during the period of performance and shall reimburse Treasury, as required. 2 C.F.R. § 200.307(e)(1).

Addition Method: With prior approval, program income may be added to the total amount of the ARP/CSLFRF award, thereby increasing the total amount of the award. Program income must be expended on an eligible project or program. 2 C.F.R. § 200.307(e)(2). Pursuant to the terms of the ARP/CSLFRF award, the repayment of principal and interest on loans made with CSLFRF funds that will mature or be forgiven on or before December 31, 2026, may be accounted for using the addition method (see Section VI).

Matching or Cost Sharing Method: With prior approval, program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award shall not change. 2 C.F.R. § 200.307(e)(3).

Unless the ARP/CSLFRF award otherwise stipulates, or the Town has received prior approval, the Town **shall apply the deduction method** to account for the use of program income.

V. ALLOCATION OF PROGRAM INCOME

The Town shall only expend program income on costs that are reasonable, allocable, and allowable under the terms of the ARP/CSLFRF award. To adhere to these requirements, the Town shall comply with the cost principles included in 2 C.F.R. § 200, as outlined in the [UNIT's] [allowable cost policy]. The Town shall allocate program income to the ARP/CSLFRF award in proportion to the pro rata share of the total funding (e.g., if CSLFRF funds cover half of a project's cost, with general revenue covering the other half, the unit shall allocate 50% of any program income earned to the ARP/CSLFRF award and account for its use pursuant to § 200.307).

VI. REPAYMENT OF PRINCIPAL AND INTEREST ON LOANS MADE WITH ARP/CSLFRF FUNDS

Treasury expects that a significant share of loans made with ARP/CSLFRF funds will be repaid. Accordingly, it has issued guidance on how to appropriately account for the repayment of principal and interest. The Town agrees to appropriately account for the return of loan funds according to the ARP/CSLFRF award terms, as follows:

- **For Loans that mature or are forgiven on or before December 31, 2026**: The Town may add the repayment of principal and interest (program income) to the ARP/CSLFRF award. When the loan is made, the Town shall report the principal of the loan as an expense. The Town shall expend the repayment of principal only on eligible uses and is subject to restrictions on the timing of the use of ARP/CSLFRF funds pursuant to the ARP/CSLFRF award. Interest payments received prior to the end of the period of performance will be considered **an addition** to the total award and may be used for any purpose that is an eligible use. *The Town is not subject to restrictions under 2 CFR 200.307(e)(1) (the deduction method) in accounting for the use of program income*.

- **For Loans with maturities longer than December 31, 2026**: The Town is not required to separately account for the repayment of principal and interest on loans that will mature after the ARP/CSLFRF award's period of performance. The Town may use CSLFRF only for the projected cost of the loan. The Town may estimate the subsidy cost of the loan, which equals the expected cash flows associated with the loan discounted at the Town's cost of funding. The cost of funding can be determined based on the interest rates of securities with a similar maturity to the cash flow being discounted that were either (i) recently issued by the Town or (ii) recently issued by a unit of state, local, or Tribal government similar to the Town. If the Town has adopted the Current Expected Credit Loss (CECL) standard, it may also treat the cost of the loan as equal to the CECL-based expected credit losses over the life of the loan. The Town may measure projected losses either once, at the time the loan is extended, or annually over the covered period. *Under either approach, the Town is not subject to restrictions under 2 CFR 200.307(e)(1) (the deduction method) and need not separately track repayment of principal or interest.*

- **Revolving Loan Funds**: The Town shall treat the contribution of ARP/CSLFRF funds to a revolving loan fund according to approach described above for loans with maturities longer than December 31, 2026. The Town may contribute ARP/CSLFRF funds to a revolving loan only if the loan is determined to be for eligible use and the ARP/CSLFRF funds contributed represent the projected cost of loans made over the life of the revolving loan fund.

VII. ADDITIONAL PROGRAM INCOME REQUIREMENTS

(a) **Identifying, Documenting, Reporting, and Tracking.** To ensure compliance with the requirements of program income as outlined by the Federal regulations, the terms and conditions of the ASP/CSLFRF award, and the requirements set forth herein, each department shall identify potential sources of program income and properly report the program income for the period in which it was earned and dispersed.

Program income shall be accounted for separately. The Town shall not comingle program income earned from programs supported by ARP/CSLFRF funds with the general award of ARP/CSLFRF funds the Town received from Treasury. Any costs associated with generating program income revenue shall be charged as expenditures to the ARP/CSLFRF award.

(b) **Program Income Earned After the Period of Performance**. The Town shall have no obligation to report program income earned after the period of performance (December 31, 2026). However, the Town shall report program income expended after the period of performance if that program income was earned on or before December 31, 2026.

(c) **Subawards.** The Town agrees to ensure that any subrecipient of ARP/CSLFRF funds abides by the award of the terms and conditions of this policy and is aware that the subrecipient is responsible for accounting for and reporting program income to the Town on a quarterly basis.

(d) **Compliance with State law.** Program income shall not be expended for purposes prohibited under State law.

(e) **Subject to Audit.** The Town recognizes that its use of program income may be audited and reviewed for compliance with Federal laws and regulations, State law, and the terms of the ARP/CSLFRF award.

VIII. IMPLEMENTATION OF POLICY

The Finance Officer/Town Clerk will adopt procedures to identify potential program income during the project eligibility and allowable cost review, document actual program income, and follow the requirements in this policy related to the treatment of program income.

Adopted this ____ day of _________, 2023.

____
R. Devaughn (Vaughn) Benton, Mayor

POLICY FOR PROPERTY MANAGEMENT REALTED TO THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS the Town of Boonville, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the Assistance Listing; and

WHEREAS the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds (v3.0 February 2022) provides, in relevant part:

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

WHEREAS Subpart D of the UG dictates title, use, management, and disposal of real property, equipment, and supplies acquired in whole or in part with ARP/CSLFRF funds;

BE IT RESOLVED that the Board of Commissioners of Town of Boonville hereby adopts and enacts the following UG Property Management Policy for the expenditure of ARP/CSLFRF funds.

Property Standards for Real Property, Equipment, and Supplies Acquired with American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

I. POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, details post award requirements related to property management of property acquired or updated, in whole or in part, with funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF).

2 CFR 200.311 through 2 CFR 200.316 detail property standards related to the expenditure of ARP/CLSFRF funds. The Town of Boonville, (hereinafter "Town") shall adhere to all applicable property standards, as detailed below.

II. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Computing devices: machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. See also the definitions of supplies and information technology systems in this section.

Equipment: tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Town for financial statement purposes, or $5,000.

Information technology systems: computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also the definitions of computing devices and equipment in this section.

Intangible property: property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Personal property: property other than real property. It may be tangible, having physical existence, or intangible.

Property: real property or personal property.

Real property: land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Supplies: all tangible personal property other than those described in the definition of equipment in this section. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the local government for financial statement purposes or $5,000, regardless of the length of its useful life. See also the definitions of computing devices and equipment in this section.

III. REAL PROPERTY

Title to Real Property: Title to real property acquired or improved with ARP/CSLFRF funds vests with the Town. 2 CFR 200.311(a).

Use of Real Property: Real property acquired or improved with ARP/CSLFRF funds must be used for the originally authorized purpose as long as needed for that purpose, during which time the Town must not dispose of or encumber its title or other interests. 2 CFR 200.311(b).

Insurance of Real Property: The Town must provide the equivalent insurance coverage for real property acquired or improved with ARP/CSLFRF funds as provided to property owned by the Town. 2 CFR 200.310.

Disposition of Real Property: When the Town no longer needs real property purchased with ARP/CSLFRF for ARP/CSLFRF purposes, the Town must obtain disposition instructions from US Treasury. The instructions must provide for one of the following alternatives:

1. The Town retains title after compensating US Treasury. The amount paid to US Treasury will be computed by applying US Treasury's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Town is disposing of real property acquired or improved with ARP/CSLFRF funds and acquiring replacement real property under the ARP/CSLFRF, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
2. The Town sells the property and compensates US Treasury. The amount due to US Treasury will be calculated by applying US Treasury's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the ARP/CSLFRF award has not been closed out, the net proceeds from sales may be offset against the original cost of the property. When the Town is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

3. The Town transfers title to US Treasury or to a third party designated/approved by US Treasury. The Town is entitled to be paid an amount calculated by applying the Town's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property. 2 CFR 200.311(c).

IV. EQUIPMENT

Title to Equipment: Title to equipment acquired or improved with ARP/CSLFRF funds vests with the Town. 2 CFR 200.313(a).

Use of Equipment: The Town must use equipment acquired with ARP/CSLFRF funds for the project for which it was acquired as long as needed, whether or not the project continues to be supported by the ARP/CSLFRF award, and the Town must not encumber the property without prior approval of US Treasury. 2 CFR 200.313(a)(1)-(2).

When no longer needed for the original project, the equipment may be used in other activities supported by a Federal awarding agency, in the following order of priority:

1. Activities under a Federal award from the Federal awarding agency which funded the original project, then
2. Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems. 2 CFR 200.313(c)(1).

During the time that equipment is used on the project for which it was acquired, the Town must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the project for which it was originally acquired. First preference for other use must be given to other programs or projects supported by US Treasury and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally funded programs or projects is also permissible. User fees should be considered if appropriate. 2 CFR 200.313(c)(2).

Noncompetition: The Town must not use equipment acquired with the ARP/CSLFRF funds to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. 2 CFR 200.313(c)(3).

Replacement Equipment: When acquiring replacement equipment, the Town may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. 2 CFR 200.313(c)(4).

Management of Equipment: The Town will manage equipment (including replacement equipment) acquired in whole or in part with ARP/CSLFRF funds according to the following requirements.

1. The Town will maintain sufficient records that include

a) a description of the property,
b) a serial number or other identification number,
c) the source of funding for the property (including the Federal Award Identification Number (FAIN)),
d) who holds title,
e) the acquisition date,
f) cost of the property,
g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired,
h) the location, use and condition of the property, and
i) any ultimate disposition data including the date of disposal and sale price of the property.

2. The Town will conduct a physical inventory of the property and reconcile results with its property records at least once every two years.

3. The Town will develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated by the Town.

4. The Town will develop and implement adequate maintenance procedures to keep the property in good condition.

5. If the Town is authorized or required to sell the property, it will establish proper sales procedures to ensure the highest possible return, in accordance with state and federal law.

Insurance of Equipment: The Town must provide the equivalent insurance coverage for equipment acquired or improved with ARP/CSLFRF funds as provided to property owned by the Town. 2 CFR 200.310.

Disposition of Equipment: When the equipment is no longer needed for its original ARP/CSLFRF purpose, the Town may either make the equipment available for use in other activities funded by a Federal agency, with priority given to activities funded by US Treasury, dispose of the equipment according to instructions from US Treasury, or follow the procedures below. 2 CFR 200.313(e).

1. Equipment with a per-item fair market value of less than $5,000 may be retained, sold or transferred by the Town, in accordance with state law, with no additional responsibility to US Treasury;
2. If no disposal instructions are received from US Treasury, equipment with a per-item fair market value of greater than $5,000 may be retained or sold by the Town. The Town must establish proper sales procedures, in accordance with state law, to ensure the

highest possible return. The Town must reimburse US Treasury for its federal share. Specifically, US Treasury is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the ARP/CSLFRF funding percentage of participation in the cost of the original purchase. If the equipment is sold, US Treasury may permit the Town to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

3. Equipment may be transferred to US Treasury or to a third-party designated by US Treasury in return for compensation to the Town for its attributable compensation for its attributable percentage of the current fair market value of the property.

V. SUPPLIES

Title to Supplies. Title to supplies acquired with ARP/CSLFRF funds vests with the Town upon acquisition. 2 CFR 200.314(a).

Use and Disposition of Supplies: If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the ARP/CSLFRF project and the supplies are not needed for any other Federal award, the Town must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. 2 CFR 200.314(a).

Noncompetition. As long as the Federal Government retains an interest in the supplies, the Town must not use supplies acquired under the ARP/CSLFRF to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute. 2 CFR 200.314(b).

VI. PROPERTY TRUST RELATIONSHIP

Real property, equipment, and intangible property, that are acquired or improved with ARP/CSLFRF funds must be held in trust by the Town as trustee for the beneficiaries of the project or program under which the property was acquired or improved. US Treasury may require the Town to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use, and disposition conditions apply to the property. 2 CFR 200.316.

VII. IMPLEMENTATION OF POLICY

The Town Administrator and/or the Finance Officer shall adopt procedures to track all real property, equipment, and supplies (collectively, property) acquired or improved in whole or in part with ARP/CLSFRF funds. At a minimum, those procedures must address the following:

- Ensure proper insurance of property
- Document proper use of property

- Working with the Public Works Director, record and maintain required data records for equipment
- Conduct periodic inventories of equipment, at least every two years
- Create processes for replacement and disposition of property
- Establish other internal controls to safeguard and properly maintain property.

Adopted this ___ day of _____, 2023

____

R. Devaughn (Vaughn) Benton, Mayor

Proposed Budget Amendments -August 1, 2023

By Kim Wells, Finance Officer

		Account Number	Description	Current Budget $	Amendment	Ending Budget $	
General Fund							
Revenues							
		100 - 422 - 40022 -	39910 Beginning Fund Balance	31,439.00	7,424	38,863.00	To balance budget
					7,424		
Expenses							
Police		100 - 510 - 50000 -	40002 Salries	271,898	5,907	277,805	To book Holiday Time Payout
		100 - 510 - 50200 -	40005 Fica	22,500	450	22,950	To book Holiday Time Payout
		100 - 510 - 50300 -	40007 Retirement	36,000	771	36,771	To book Holiday Time Payout
		100 - 510 - 50300 -	40008 401k	14,000	296	14,296	To book Holiday Time Payout
					7,424		
Enterprise Fund							
Revenues							
		300 - 422 - 40022 -	39910 Beginning Fund Balance	15,352.00	786	16,138.00	To balance budget
					786		
Expenses							
Sewer		300 - 820 - 50000 -	40002 Salries	87,000	641	87,641	To book Holiday Time Payout
		300 - 820 - 50200 -	40005 Fica	6,700	47	6,747	To book Holiday Time Payout
		300 - 820 - 50300 -	40007 Retirement	10,750	65	10,815	To book Holiday Time Payout
		300 - 820 - 50300 -	40008 401k	4,500	33	4,533	To book Holiday Time Payout
					786		

DIXIE ELECTRO MECHANICAL SERVICES INC.
Your Problem Solving Partner

2115 Freedom Drive
Charlottе, NC 28208

(704) 332-1116
www.DixieEMSI.com

Quote

Customer ID	Quote Date	Quote Number
TO3685	7/7/2023	RQ3805
Attn	**cc**	**Job Number**
TIM COLLINS		R3871

Customer Information

TOWN OF BOONEVILLE
PO BOX 326
BOONVILLE, NC 27011

Ship To Information

TOWN OF BOONEVILLE
110 N. CAROLINA AVE
BOONVILLE, NC 27011

Quote By:	Larry Wheeler
PO #:	
RFQ #:	
Salesperson:	Randy Bragg
Phone:	
Fax:	
Terms:	Net 30

Nameplate Information

ID	M3938	Voltage	230
Motor-Make	SULZER	Enclosure	SUB
Motor-Model	PIRAHNA-S20/2	Amps	7.2
Motor-Serial #	0330639	Amb Temp	40C
HP	1.8 KW	Frequency (Hz)	60
RPM	3400		

Quote Information

Reason Sent For Repair: QUOTE REBUILD

Required Work:
Disassemble
Inspect and record mechanical tolerances
Surge test winding
Install Repair kit
Install Hydraclic kit
Reassemble and test
repair kit
Hydraulic kit
Shop Materials Charge

	Unit Price	Ext Price
Labor		
Total for Labor :		902.50
Material		
Total for Material :		1,403.21

Subtotal :	2,305.71
Tax :	167.16
Total for Quote RQ3805 :	2,472.87

Lead Time

Replacement Unit(s)	Lead Time	Total Price
	STOCK	2,605.20
		(+ Freight)

SIGNATURE:

DATE:

Quote

DIXIE ELECTRO MECHANICAL SERVICES INC.
Your Problem Solving Partner

2115 Freedom Drive
Charlotte, NC 28208

(704) 332-1116
www.DixieEMSI.com

Customer ID	Quote Date	Quote Number
TO3685	7/7/2023	RQ3805
Attn	**cc**	**Job Number**
TIM COLLINS		R3871

Customer Information	Ship To Information
TOWN OF BOONEVILLE PO BOX 326 BOONVILLE, NC 27011	TOWN OF BOONEVILLE 110 N. CAROLINA AVE BOONVILLE, NC 27011

Quote By:	Larry Wheeler
PO #:	
RFQ #:	
Salesperson:	Randy Bragg
Phone:	
Fax:	
Terms:	Net 30

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
We Are not Responsible For Items Left Over 60 Days.
An additional charge of 3% will be added to credit card payments**
Quote is valid for 14 days.

Lead Time

Subtotal :	2,305.71
Tax :	167.16
Total for Quote RQ3805 :	2,472.87

Replacement Unit(s)	Lead Time	Total Price
	STOCK	2,605.20
		(+ Freight)

SIGNATURE:

DATE:

Howard

1/2

DIXIE
ELECTRO MECHANICAL SERVICES INC.
Your Problem Solving Partner

2115 Freedom Drive
Charlotte, NC 28208

(704) 332-1116
www.DixieEMSI.com

Quote

Customer ID	Quote Date	Quote Number
TO3685	6/13/2023	RQ3760
Attn	**cc**	**Job Number**
TIM COLLINS		R3818

Customer Information

TOWN OF BOONEVILLE
PO BOX 326
BOONVILLE, NC 27011

Ship To Information

TOWN OF BOONEVILLE
PO BOX 326
BOONVILLE, NC 27011

Quote By:	Larry Wheeler
PO #:	
RFQ #:	
Salesperson:	Randy Bragg
Phone:	
Fax:	
Terms:	Net 30

Nameplate Information

ID	M3875	Amps	26
Motor-Make	Flygt	Amb Temp	40C
HP	23	Ins Class	H
RPM	3510	Frequency (Hz)	60
Voltage	460		3153.095-1440020
Enclosure	SUB		3153.095-0012

Quote Information

Reason Sent For Repair: QUOTE REBUILD

Required Work:
Disassemble
Inspect and record mechanical tolerances
Surge test winding
Install bearings
Install new seals
Sandblast and clean parts
Reassemble and test
repair kit
ss spring for stator
Shop Materials Charge
Freight

	Unit Price	Ext Price
Labor		
Total for Labor :		1,425.00
Material	**Unit Price**	**Ext Price**
Total for Material :		4,519.20

Lead Time

Subtotal :	5,944.20
Tax :	430.95
Total for Quote RQ3760 :	6,375.15

SIGNATURE: ____________________ DATE: ____________

PO# (IF NOT ALREADY ISSUED):

Ship Via: Bestway

Our Tax ID: Your Tax ID:

Taxable Material 4,519.20 Taxable Labor 1,425.00 Sales Tax Code 1: NORTH CAROLINA 7.25%

DIXIE ELECTRO MECHANICAL SERVICES INC.
Your Problem Solving Partner

2115 Freedom Drive
Charlotte, NC 28208

(704) 332-1116
www.DixieEMSI.com

Quote

Customer ID	Quote Date	Quote Number
TO3685	6/13/2023	RQ3760

Attn	cc	Job Number
TIM COLLINS		R3818

Customer Information	Ship To Information
TOWN OF BOONEVILLE PO BOX 326 BOONVILLE, NC 27011	TOWN OF BOONEVILLE PO BOX 326 BOONVILLE, NC 27011

Quote By:	Larry Wheeler
PO #:	
RFQ #:	
Salesperson:	Randy Bragg
Phone:	
Fax:	
Terms:	Net 30

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.
We Are not Responsible For Items Left Over 60 Days.
An additional charge of 3% will be added to credit card payments**
Quote is valid for 14 days.

Lead Time

Subtotal :	5,944.20
Tax :	430.95
Total for Quote RQ3760 :	6,375.15

SIGNATURE: ______________________ DATE: ______________

PO# (IF NOT ALREADY ISSUED):

Ship Via: Bestway

Our Tax ID:

Your Tax ID:

Taxable Material	4,519.20	Taxable Labor	1,425.00	Sales Tax Code 1:	NORTH CAROLINA 7.25%

Timothy A. Cave
DBA TAC Enterprises
PO Box 894
Boonville, NC 27011
336-244-6809

Invoice

Number: **1354**

Date: **July 27, 2023**

Bill To:

Town of Boonville
PO Box 326
Boonville, NC 27011

Ship To:

Town of Boonville
PO Box 326
Boonville, NC 27011

PO Number	Terms	Project
		JC Lot Pipe

Description		Amount
Correct elevation on sewer line and compact		340.00
15.56 tons ABC stone and haul		478.21
Total additional charges	$913.21	
	Total	**$14,536.21**

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
$14,536.21	$0.00	$0.00	$0.00	$14,536.21

Timothy A. Cave
DBA TAC Enterprises
PO Box 894
Boonville, NC 27011
336-244-6809

Invoice

Number: **1354**

Date: **July 27, 2023**

Bill To:

Town of Boonville
PO Box 326
Boonville, NC 27011

Ship To:

Town of Boonville
PO Box 326
Boonville, NC 27011

PO Number	Terms	Project
		JC Lot Pipe

Description		Amount
Mobilization (Track Excavator)		150.00
40' - 60" Double Wall plastic pipe		4,815.00
Delivery fee		200.00
Track excavator and labor		4,400.00
Fill Dirt and compaction		2,400.00
Geo fabric and installation: 50 feet		150.00
Install Rip Rap Class B Inlet and Outlet		1,508.00
Total cost for project	$13623.00	
Additional charges/ Add-on :		
Secure sewer line and prep for fill		95.00

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
$14,536.21	$0.00	$0.00	$0.00	$14,536.21

American Tank Maintenance, LLC
PO Box 130
Warthen, GA 31094
800-418-6099

INVOICE

American Tank Maintenance

CUSTOMER:
Town of Boonville, NC
P.O. Box 326
Boonville, NC 27011

Tank	Invoice Number	Invoice Date	Task	Amount
MP - 75KGE - Downtown Tank	**65016**	**7/1/2023 12:00:00 AM**	**Maintenance Program Contract**	**$ 10,662.00**
MP - 200KGE - Factory Tank	**65029**	**7/1/2023 12:00:00 AM**	**Maintenance Program Contract**	**$ 13,091.00**
			Pay This Amount **Terms: Net 30**	**$23,753.00**

300 810-4011 6

DIRECT ALL INQUIRIES TO
Mike Lewis
(800) 418-6099
Email: mlewis@americantankmaintenance.com

MAKE ALL CHECKS PAYABLE TO:
American Tank Maintenance, LLC
Attn: Accounts Receivable
P.O. Box 130
Warthen, GA 31094

THANK YOU FOR YOUR BUSINESS!

CHARLES E. SCOTT CPA, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
P. O. BOX 595
YADKINVILLE, NORTH CAROLINA 27055

TELEPHONE 336-679-3116
FAX 336-679-3117

CHARLES E. SCOTT, CPA
KEITH E. SCOTT, CPA
KAREN S. MORRISON, CPA

MEMBER OF
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

July 24, 2023

Town of Boonville
P O Box 326
Boonville, NC 27011

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services as of June 30, 2023:

1. We will assist you in preparing the trial balance and any necessary adjustments in preparation for your audit.

2. We will assist you with the preparation of certain schedules in preparation for your audit.

3. We will assist you in drafting your financial statements for presentation to your auditors.

You are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our engagement cannot be relied on to disclose errors, fraud, or illegal acts that may exist. However we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our services that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal controls.

Our fee will be at $72.00 per hour and will be billed upon completion of our services.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return to us.

Sincerely,

Charles E. Scott CPA, P. A.
Keith E. Scott
Keith E. Scott, President

Acknowledged:

Town of Boonville

____

____
Date

The	Governing Board Board of Commissioners
of	Primary Government Unit Town of Boonville
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Gibson & Company, P.A.
	Auditor Address 1411 Old Mill Circle Winston-Salem, NC 27103

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.