



# Agenda

## Board of Commissioners Regular Meeting

7:00 PM January 08, 2024

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.

This meeting will be live streamed on the [Town of Hillsborough YouTube channel](#)

### 1. Public charge

The Hillsborough Board of Commissioners pledges to the community of Hillsborough its respect. The board asks community members to conduct themselves in a respectful, courteous manner with the board and with fellow community members. At any time should any member of the board or attendee fail to observe this public charge, the mayor or the mayor's designee will ask the offending person to leave the meeting until that individual regains personal control. Should decorum fail to be restored, the mayor or mayor's designee will recess the meeting until such time that a genuine commitment to the public charge is observed.

### 2. Audience comments not related to the printed agenda

### 3. Agenda changes and approval

### 4. Presentations

- [A.](#) Recognition of recently promoted Sgt. Candace Spragins and Sgt. Van St. Pierre and public reaffirmations of oaths of office
- [B.](#) Employee Service Milestone Awards

### 5. Appointments

- [A.](#) Tourism Board – Re-appointment of Barney Caton for a term ending Dec. 9, 2025
- [B.](#) Tourism Board – Re-appointment of Victoria Pace for a term ending Dec. 13, 2025

### 6. Items for decision – consent agenda

- [A.](#) Minutes
  - Regular meeting Dec. 11, 2023
  - Regular meeting closed session Dec. 11, 2023
- [B.](#) Miscellaneous budget amendments and transfers
- [C.](#) Ridgeway Greenway capital project ordinance amendment and associated budget amendments
- [D.](#) Passenger Rail/Multi-Modal Station capital project ordinance amendment and associated budget amendments
- [E.](#) North Carolina League of Municipalities Operations Assistance Program Agreement

### 7. Items for decision - regular agenda

- [A.](#) Deer Population Mitigation
- [B.](#) Adron F. Thompson Renovation Capital Project Amendment
- [C.](#) Hot topics for work session Jan. 22, 2024

### 8. Updates

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- A. Board members
- B. Town manager
- C. Staff (written reports in agenda packet)

**9. Adjournment**

Interpreter services or special sound equipment for compliance with the Americans with Disabilities Act is available on request. If you are disabled and need assistance with reasonable accommodations, call the Town Clerk's Office at 919-296-9443 a minimum of one business day in advance of the meeting.



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: Police  
Agenda Section: Presentations  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Police Chief Duane Hampton

#### ITEM TO BE CONSIDERED

**Subject:** Recognition of recently promoted Sgt. Candace Spragins and Sgt. Van St. Pierre and public reaffirmations of oaths of office

**Attachments:**

None

**Summary:**

Recently promoted Sgt. Candace Spragins and Sgt. Van St. Pierre will be recognized before the board and will publicly reaffirm their oaths of office as administered by the mayor.

**Financial impacts:**

None

**Staff recommendation and comments:**

None

**Action requested:**

None



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: Administration  
Agenda Section: Presentations  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Town Manager Eric Peterson

#### ITEM TO BE CONSIDERED

**Subject:** Employee Service Milestone Awards

**Attachments:**

List of the 14 employees reaching 5-year service milestones in 2023

**Summary:**

This is the eleventh year of the town's employee milestone program. Each January, employees who reached a five-year service milestone in the prior year are recognized for their dedication and tenure. Employees will receive a certificate, Town of Hillsborough coin signifying their years of service, and a \$75 bonus to celebrate their milestone, such as having dinner out.

**Financial impacts:**

N/A

**Staff recommendation and comments:**

N/A

**Action requested:**

Receive presentation.



**Town of Hillsborough  
Service Milestone Recipients  
January 2024**

<b>Employee</b>	<b>Position</b>	<b>Department</b>	<b>Milestone</b>
Alex Gregory	Police Sergeant	Police	5
Corwin Hess	Wastewater Laboratory Supervisor	Wastewater Treatment Plant	5
Matt Hughes	Commissioner	Governing Body	5
Van St. Pierre	Police Sergeant	Police	5
Marie Strandwitz	Utilities Director	Utilities Administration	5
Haley Thore	Human Resources Manager	Administration	5
Chad Wilson	Plant Maintenance Mechanic I	Water Treatment Plant	5
Kathleen Ferguson	Commissioner	Governing Body	10
Jason Winn	Police Lieutenant	Police	10
Joel Lashley	Utility System Superintendent	Water Distribution	20
Chip White	Police Lieutenant	Police	20
David Wisely	Fleet Maintenance Supervisor	Fleet Maintenance	20
Malcolm Hester	Water Plant Operator III	Water Treatment Plant	25
Shawn Maines	Chief Wastewater Plant Operator	Wastewater Treatment Plant	25



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2023  
Department: Planning and Economic Development  
Agenda Section: Appointments  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Planning and Economic Development Manager Shannan Campbell

#### ITEM TO BE CONSIDERED

**Subject:** Tourism Board – Re-appointment of Barney Caton for a term ending Dec. 9, 2025

**Attachments:**

Volunteer Board Application

**Summary:**

The Tourism Board has a seat reserved for an at-large member that can be filled with someone who lives, works, or owns property in town and has an interest in the tourism program. Caton owns “Haunted Hillsborough Tours,” a locally operated tour guide company specializing in historically based ghost tours. Caton has served two previous terms as an active board member. This would be his last term.

**Financial impacts:**

None, except for occasional board training opportunities.

**Staff recommendation and comments:**

None.

**Action requested:**

Appointment.

**Advisory Board Application**

If you are a Town of Hillsborough resident and willing to volunteer your time and expertise to your community, please complete this form. Volunteers for the Parks and Recreation Board must be at least 13 years old, and volunteers for all other boards must be at least 18 years old.

**Name:**

Barney Caton

**Home address:**

1501 Bartlett Circle

**Home phone number:**

3365383117

**Email address:**

barney.p.caton@gmail.com

**Place of employment:**

USDA

**Job title:**

Scientist

**Birth date:**

March 15, 1966

**Ethnic origin:**

Caucasian

**Boards you would be willing to serve on:**

First choice — Tourism Board

**Reasons for wanting to serve:**

As the owner/operator of Haunted Hillsborough Tours I have a strong interest in promoting tourism in Hillsborough. As a 15-year resident I know how far we've come, and I'd like to help continue to improve the tourism industry in Hillsborough.

**Have you served or are you currently serving on a town board? If so, which ones and when?**

No

**Relevant work, volunteer or educational experience:**

Haunted Hillsborough Tours  
Cub Scouts/Boy Scouts, Troop 821

Lots of relevant professional training (creative problem solving, communication, trust, etc.)

Also voluntarily creating a new, and not for profit, historic tour of Churton Street for the Alliance

**How are you connected to Hillsborough (live, work, play, shop, own property)?**

I've lived here for 15 years and, as stated, am a small business owner in Hillsborough in the tourism sector.

It goes without saying that I shop and play here quite often

**Have you reviewed the Vision 2030 plan, and what are your thoughts about it?**

I might prioritize some of the specific objectives under the goals a little differently, but I like the plan overall

**Have you reviewed other town documents (budget, strategy map, small area plans), and what are your thoughts about them?**

The Strategy Map is interesting. Unsurprisingly, I very strongly support the values of sustaining the town's character and improving vitality.

**What challenges do you see the town facing that could be addressed by the board or boards on which you wish to serve?**

I think we could market the town better to the two nearby colleges and their visitors. Orange County Tourism is a big help but emphasizing our unique features and close proximity could be profitable, I think.

**How you heard about this opportunity:**

Newspaper

**Agreement:**

✓ I have been advised that I am committing to attend the volunteer board's regular meetings. Attendance at the regular meetings shall be considered a prerequisite for maintaining membership on the board. The Board of Commissioners may declare a vacancy on the board because of non-attendance.



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2023  
Department: Planning and Economic Development  
Agenda Section: Appointments  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Planning and Economic Development Manager Shannan Campbell

#### ITEM TO BE CONSIDERED

**Subject:** Tourism Board – Re-appointment of Victoria Pace for a term ending Dec. 13, 2025

**Attachments:**

Volunteer Board Application

**Summary:**

The Tourism Board has a seat reserved for an at-large member that can be filled with someone who lives, works, or owns property in town and has an interest in the tourism program. Pace lives in town and is a small business owner with a personal interest in tourism and events. She has been an active board member in her first term.

**Financial impacts:**

None, except for occasional board training opportunities.

**Staff recommendation and comments:**

None.

**Action requested:**

Appointment.



## Advisory Board Application

If you are a Town of Hillsborough resident and willing to volunteer your time and expertise to your community, please complete this form. Volunteers for the Parks and Recreation Board must be at least 13 years old, and volunteers for all other boards must be at least 18 years old.

**Name:**

Victoria Pace

**Home address:**

220 S Bellvue St

**Home phone number:**

9199610027

**Email address:**

vpace627@gmail.com

**Place of employment:**

Engineering World Health

**Job title:**

Operations Manager

**Birth date:**

June 27, 1992

**Gender:**

Female

**Ethnic origin:**

White

**Boards you would be willing to serve on:**

First choice — Tourism Board

Second choice — Historic District Commission

Third choice — Water and Sewer Advisory Committee

**Reasons for wanting to serve:**

I moved to Hillsborough in 2016 and have loved every minute of it. I find something new each week that makes me love living here even more. The town, the community, the level of civic involvement. I'd like to give back to a town that I enjoy and be a part of its continued success.

**Have you served or are you currently serving on a town board? If so, which ones and when?**

I have not served on a board, but would love to (as you can see)!

**Relevant work, volunteer or educational experience:**

I've worked for a Chapel Hill based non-profit (Engineering World Health) for over 4 years, so I have experience managing non-profits, applying for grants, and working within a budget. Previously I worked in the UNC Chapel Hill admissions office, where my main duties included overseeing and curating the visitor experience. I volunteered with the Alliance for Historic Hillsborough (albeit in a very limited capacity) a few years ago.

**How are you connected to Hillsborough (live, work, play, shop, own property)?**

I've lived here since 2016, owned a home here since 2019, and own two businesses that operate out of Hillsborough (one is a flooring contracting company and the other is a supply company).

I spend most of my spare time here and shop local every chance I get.

**Have you reviewed the Vision 2030 plan, and what are your thoughts about it?**

I have. I think it is a well written plan with a clear strategy and I would be enthusiastic about working towards fulfilling the Vision. Most of the goals seem attainable within the next 8 years. Some will likely need to be re-worked or included in the next plan, which is understandable.

**Have you reviewed other town documents (budget, strategy map, small area plans), and what are your thoughts about them?**

I have, namely the 5 Year Strategic Tourism Plan and the Community Connectivity/Corridor plans. I think the Strategic Tourism plan is great- the Tourism Board has clearly had success since the plan's adoption in 2017. Last Fridays are always well attended, even in the COVID era, and it seems other visitor organizations in town have experienced growth.

I feel the community connectivity/corridor plans are an important part of increasing town tourism. If more residents are able to conveniently access town businesses, they may be more likely to stay in town while hosting visitors (rather than travel to Durham/Chapel Hill for meals and events), thus those visitors may be more likely to return or mention Hillsborough as a lively spot to visit.

**What challenges do you see the town facing that could be addressed by the board or boards on which you wish to serve?**

Currently, the limited variety of shops and open commercial space downtown. I think the Tourism Board could work with other boards to encourage new businesses and get the downtown spaces filled. If there is a unique store that is interesting enough for people to come from out of town, it could add significantly to our visitor numbers (for example, I have often traveled to Pittsboro just to go to Screaming for Vintage, but usually stop by other shops while I'm there).

I wanted to keep my answers brief for the sake of a non-strenuous review, but I'm happy to provide more information if needed! I'm very enthusiastic about Hillsborough and would love to be a part of a board. Thank you so much for your consideration!

**How you heard about this opportunity:**

Internet

**Agreement:**

✓ I have been advised that I am committing to attend the volunteer board's regular meetings. Attendance at the regular meetings shall be considered a prerequisite for maintaining membership on the board. The Board of Commissioners may declare a vacancy on the board because of non-attendance.



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: Town Clerk  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Town Clerk Sarah Kimrey

#### ITEM TO BE CONSIDERED

**Subject:** Minutes

**Attachments:**

1. Regular meeting Dec. 11, 2023
2. Regular meeting closed session Dec. 11, 2023

**Summary:**

None.

**Financial impacts:**

None.

**Staff recommendation and comments:**

Approve minutes as presented.

**Action requested:**

To approve minutes of the Board of Commissioners regular meeting Dec. 11, 2023, and regular meeting closed session Dec. 11, 2023.





# Minutes

## Board of Commissioners Regular Meeting

7 p.m. Dec. 11, 2023

Board Meeting Room, Town Hall Annex, 105 E. Corbin St.

**Present:** Mayor Jenn Weaver and commissioners Mark Bell, Robb English, Kathleen Ferguson, Matt Hughes, and Evelyn Lloyd

**Staff:** Assistant Town Manager and Community Services Director Matt Efird, Budget and Management Analyst Josh Fernandez, Police Chief Duane Hampton, Town Attorney Bob Hornik, Town Clerk and Human Resources Technician Sarah Kimrey, Communications Specialist JC Leser, Finance Director Dave McCole, Town Manager Eric Peterson, Senior Communications Specialist Cheryl Sadgrove, Utilities Director Marie Strandwitz and Human Resources Manager Haley Thore

### Opening of the meeting

Mayor Jenn Weaver called the meeting to order at 7:03 p.m.

#### 1. Public charge

Weaver did not read the public charge.

#### 2. Opening – Mayor Jenn Weaver

Weaver offered remarks reviewing her time in office. She expressed gratitude for her colleagues on the board, staff, the community, businesses and organizations.

#### 3. Oaths and affirmations of office

- A. Commissioner Matt Hughes
- B. Commissioner Evelyn Lloyd
- C. Commissioner Meaghun Darab
- D. Mayor Mark Bell

Commissioners Matt Hughes, Evelyn Lloyd, Meaghun Darab and Mayor Mark Bell took their oaths of office. Darab's family joined her as she was sworn in for the first time.

#### 4. Recognition and comments

Board members and Town Manager Eric Peterson offered their recognition of Weaver and well wishes to her. Bell and Peterson presented Weaver with a key to the town and a framed proclamation recognizing her public service.

Bell, Darab, Hughes and Lloyd offered comments on their recent election, thanking residents for electing them.

#### 5. Brief recess for reception and photos of board members

Bell called for a brief recess at 7:50 p.m.

#### 6. Reconvene meeting – Mayor Bell

Bell reconvened the meeting at 8:15 p.m.

**7. Audience comments not related to the printed agenda**

There were none.

**8. Agenda changes and approval**

Town Attorney Bob Hornik asked to add a closed session as authorized by North Carolina General Statute Section 143-318.11(a)(3) to consult with attorney in order to preserve the attorney-client privilege.

Motion: Commissioner Kathleen Ferguson moved to approve the agenda as amended. Hughes seconded.

Vote: 5-0.

**9. Appointments**

Selection of mayor pro tempore and committee appointments – mayor and commissioners

Motion: Hughes moved to appoint Commissioner Robb English as mayor pro tempore. Ferguson seconded.

Vote: 5-0.

Motion: Hughes moved to approve all committee appointments as presented. English seconded.

Vote: 5-0.

**10. Presentations**

Fiscal Year 2023 audit presentation

Robert Bittner, a partner at the accounting and consulting firm PB Mares, presented to the board on the town's Fiscal Year 2023 audit. The firm issued an unmodified or "clean" opinion, which is the highest level of assurance. The auditors identified one material weakness with internal control: Road improvements made as part of the reservoir expansion project were inadvertently listed as a town asset in 2022. The improved road was transferred to the North Carolina Department of Transportation without being removed from the capital asset ledger. The auditor stated this has been corrected and is not a cause for ongoing financial concern.

Hughes confirmed the board would need to write a letter to the Local Government Commission regarding the material weakness.

**11. Items for decision – consent agenda**

A. Minutes

- Regular meeting Nov. 13, 2023
- Regular meeting closed session Nov. 13, 2023
- Work session Nov. 27, 2023
- Work session closed session Nov. 27, 2023

B. Miscellaneous budget amendments and transfers

C. 2024 Board of Commissioners Meeting Schedule amendment

Motion: Ferguson moved to approve all items on the consent agenda. Lloyd seconded.

Vote: 5-0.

**12. Items for decision - regular agenda**

A. Modifications to town code section 14-56 – Cross Connection Control

Utilities Director Marie Strandwitz presented to the board regarding modifying the Hillsborough Code of Ordinances to allow for a cost-free backflow prevention method, an air gap.

Darab asked for clarification on whom the ordinance changes impact. Strandwitz said the specific changes will impact those with bodies of water filled from the town's potable water supply. Darab suggested the language could be clarified to highlight that intention because the language seems to imply all customers need to utilize a backflow prevention method.

Strandwitz shared that backflow testing is the responsibility of the customer and that the town uses a third party to receive the backflow test results. She said the town may disconnect water to consumers who do not allow inspection. Darab and Hughes asked that the language be reevaluated to express a backflow prevention device is not required if an inspection shows no health hazard.

When asked, Strandwitz shared that the town keeps an updated list of approved backflow prevention testers.

Motion: Ferguson moved to approve the ordinance amendment and directed staff to include minor text amendments as discussed on a future consent agenda. Hughes seconded.

Vote: 5-0.

B. Recommendations on reimbursing certain residential swimming pool owners for backflow device installation

Strandwitz presented an option to the board to reimburse residential swimming pool owners who purchased a backflow prevention device in response to a phased retrofit requirement from the town to prevent backflow into the public water supply from in-ground pools.

She noted the Water and Sewer Advisory Committee was evenly split in support and opposition of reimbursement among the four members present at the committee's last meeting. The committee recommended that reimbursement should apply only to:

- The installation and initial testing cost for the backflow prevention device (not necessarily for maintenance testing, removal, restoration, or other ancillary costs).
- Those who received the town's compliance letters of February and March 2023 and who had existing in-ground swimming pools not directly connected to the potable water supply for auto-filling.
- Those of the above who applied for and received a trade or building permit through the county.
- Those who produce detailed documentation of cost and fully apply for the (check-issued) reimbursement within 60 days of notification of eligibility and requirements.

Strandwitz said the annual cost of a backflow device to customers is \$100 per year.

Ferguson expressed her desire to reimburse all seven customers who paid for installation of backflow assemblies. There was discussion on the amount of time to provide for reimbursement applications. Hornik suggested having applications submitted by a specific day.

Motion: English moved to reimburse customers who paid for installation of backflow assemblies provided that they apply for reimbursement by April 1, 2024. Ferguson seconded.

Vote: 5-0.

C. Fiscal Year 2025 Budget Retreat follow-up discussion

The town manager noted the budget retreat agenda was revised based upon the suggestions from the November meeting.

**13. Updates**

A. Board members

Board members gave updates on the committees and boards on which they serve.

B. Town manager  
Peterson reminded the board that solid waste fees are on the property tax bills every year and indicated that Orange County will be discussing these fees during its upcoming budget process.

C. Staff (written reports in agenda packet)

Motion: Ferguson moved to go into closed session at 9:52 p.m. Lloyd seconded.  
Vote: 5-0.

**14. Closed session**

Closed session as authorized by North Carolina General Statute Section 143-318.11(a)(3) to consult with attorney in order to preserve the attorney-client privilege (added item)

Motion: Ferguson moved to return to open session at 10:07 p.m. Hughes seconded.  
Vote: 5-0.

Motion: Ferguson moved to authorize the town attorney to accept a settlement of \$32,000 for the developer Dan Ryan Builders to not repair sewer defects in Forest Ridge and to accept a one-year warranty for Phase 7. Hughes seconded.  
Vote: 5-0.

**15. Adjournment**

Bell adjourned the meeting at 10:09 p.m.

Respectfully submitted,

Sarah Kimrey  
Town Clerk  
Staff support to the Board of Commissioners

DRAFT



# OATH OF OFFICE HILLSBOROUGH BOARD OF COMMISSIONERS

I, Matt Hughes, do solemnly and sincerely affirm that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said state, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as commissioner.

Subscribed and affirmed before me, this the 11<sup>th</sup> day of December 2023 in the Town of Hillsborough.



  
\_\_\_\_\_  
Commissioner Matt Hughes

  
\_\_\_\_\_  
Judge Hathaway Pendergrass



# OATH OF OFFICE HILLSBOROUGH BOARD OF COMMISSIONERS

I, Evelyn Lloyd, do solemnly and sincerely swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said state, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as commissioner.

Subscribed and affirmed before me, this the 11<sup>th</sup> day of December 2023, in the Town of Hillsborough.



*Evelyn Lloyd*

Commissioner Evelyn Lloyd

*Sarah Kimrey*  
Town Clerk Sarah Kimrey



# OATH OF OFFICE HILLSBOROUGH BOARD OF COMMISSIONERS

I, Meaghun Darab, do solemnly and sincerely swear that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said state, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as commissioner.

Subscribed and affirmed before me, this the 11<sup>th</sup> day of December 2023, in the Town of Hillsborough.

DRAFT



*Meaghun Darab*  
\_\_\_\_\_  
Commissioner Meaghun Darab

*Jenn Weaver*  
\_\_\_\_\_  
Mayor Jenn Weaver



# OATH OF OFFICE HILLSBOROUGH BOARD OF COMMISSIONERS

I, Mark Bell, do solemnly and sincerely affirm that I will support the Constitution and laws of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; that I will endeavor to support, maintain and defend the Constitution and laws of said state, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; and that I will faithfully discharge the duties of my office as mayor.

Subscribed and affirmed before me, this the 11<sup>th</sup> day of December 2023, in the Town of Hillsborough.



*Mark Bell*  
\_\_\_\_\_  
Mayor Mark Bell

*Jenn Weaver*  
\_\_\_\_\_  
Mayor Jenn Weaver



# Committee Appointments

## BOARD OF COMMISSIONERS

### Calendar Years 2024-2025



#### **Mayor Mark Bell**

Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board  
Hillsborough Water and Sewer Advisory Committee (rotation)  
Orange County Solid Waste Advisory Group (SWAG)

#### **Commissioner Meaghun Darab**

Community Home Trust Elected Officials Committee  
Hillsborough Tourism Board  
Hillsborough Tourism Development Authority (TDA)  
Hillsborough Water and Sewer Advisory Committee (rotation)  
Orange County Solid Waste Advisory Group (SWAG) (alternate)  
Upper Neuse River Basin Association (UNRBA)

#### **Mayor Pro Tem Robb English**

Hillsborough Parks and Recreation Board  
Hillsborough Water and Sewer Advisory Committee  
Orange County Intergovernmental Climate Council  
Orange County Intergovernmental Parks Work Group

#### **Commissioner Kathleen Ferguson**

Central Pines Council of Governments Board of Delegates  
Hillsborough Water and Sewer Advisory Group (rotation)  
Orange County Housing Collaborative  
Orange County Partnership to End Homelessness (OCPEH)

#### **Commissioner Matt Hughes**

Central Pines Council of Governments Board of Delegates (alternate)  
Chapel Hill/Orange County Visitors Bureau  
Durham-Chapel Hill-Carrboro Metropolitan Planning Organization Board (alternate)  
Hillsborough Water and Sewer Advisory Committee (rotation)  
Orange County Family Success Alliance Advisory Council

#### **Commissioner Evelyn Lloyd**

Hillsborough Water and Sewer Advisory Committee (rotation)  
Orange Rural Fire Department  
Orange Rural Fire Department Relief Fund

FY 2023-2024

TOWN OF HILLSBOROUGH  
 BUDGET CHANGES REPORT  
 DATES: 12/11/2023 TO 12/11/2023

REFERENCE	CHANGE NUMBER	DATE	USER	ORIGINAL BUDGET	BUDGET CHANGE	AMENDED BUDGET
Safety & Risk Mgmt. 10-10-6600-5300-080 TRAINING/CONF./CONV. To cover annual fire extinguisher audit.	41408	12/11/2023	JFernandez	16,800.00	-6,000.00	10,494.00
Safety & Risk Mgmt. 10-10-6600-5300-332 SUPPLIES - OSHA To cover annual fire extinguisher audit.	41409	12/11/2023	JFernandez	50,775.00	6,000.00	58,694.55
Police 10-20-5100-5300-161 MAINTENANCE - VEHICLES To cover cameras on '22 Chargers	41402	12/11/2023	EBRADFORI	1,000.00	6,560.00	10,560.00
To cover equipment for vehicles purchase	41404	12/11/2023	EBRADFORI	1,000.00	18,507.00	29,067.00
Police 10-20-5100-5700-740 CAPITAL - VEHICLES To cover cameras on '22 Chargers	41403	12/11/2023	EBRADFORI	190,000.00	-6,560.00	295,440.00
To cover equipment for vehicles purchase	41405	12/11/2023	EBRADFORI	190,000.00	-18,507.00	276,933.00
Restr. Revenue 72-00-5100-3301-033 RESTRICTED REV-SENIOR PROGRAM Restricted Revenue Closeout	41406	12/11/2023	EBRADFORI	221.59	-221.59	0.00
Restr. Revenue 72-20-5100-5300-024 SENIOR PROGRAM EXPENDITURES Restricted Revenue Closeout	41407	12/11/2023	EBRADFORI	221.59	-221.59	0.00
					<u>-443.18</u>	

DRAFT

APPROVED: 5/0

DATE: 12/11/23

VERIFIED: *Shawn E. Kimrey*

# Meeting Schedule: 2024

## BOARD OF COMMISSIONERS



Meetings start at 7 p.m. in the Board Meeting Room of the Town Hall Annex, 105 E. Corbin St., unless otherwise noted. Times, dates and locations are subject to change.

The public will be able to view and listen to regular meetings and work sessions via live streaming video on the [town's YouTube channel](#).

### Regular meetings

Regular meetings typically occur the second Monday of the month.

Jan. 8		Aug. 12
Feb. 12		Sept. 9
March 11		Oct. 14
April 8		Nov. 12
May 13	With budget presentation	Dec. 9
June 10	Tentative budget adoption	

### Work sessions

Work sessions typically occur the fourth Monday of the month. The board generally does not make decisions or receive public comment at work sessions.

Jan. 22		June 3	Budget workshop, if needed
Feb. 17	Budget retreat, 9 a.m. to 3:15 p.m.	June 24	Budget adoption, if needed
Feb. 26		Aug. 26	With joint WSAC meeting
March 25		Sept. 23	
April 22		Oct. 28	
May 28	Budget workshop, public hearing	Nov. 25	

### Joint public hearings

Joint public hearings with the Planning Board typically occur the third Thursday of a month.

Jan. 18		Aug. 15
April 18		Oct. 17

### Joint meetings

Meetings with the Water and Sewer Advisory Committee are planned biannually. The Orange County Assembly of Governments typically meets in January.

Jan. 23	Assembly of Governments Southern Human Services Center 2501 Homestead Rd., Chapel Hill	Feb. 1	Water and Sewer Advisory Committee
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## ORDINANCE

### Modification to Town Code Section I4-56 (Cross Connection Control)

WHEREAS, Section 14-56 of the town code was established in May 2008 and has been without revision since that time; and,

WHEREAS, the town desires to update the code to correct outdated or incorrect regulatory citations and the state authority name, correct grammar, expound on certain definitions and policy, and add an air-gap protection option for swimming pools not directly connected to the potable water system with a potential contamination hazard.

NOW, THEREFORE, the Hillsborough Board of Commissioners ordains:

Section 1. The following sections of Section 14-56 of town code are edited as presented below:

(a) Section (a)(1):

*Introduction.* The purpose of this cross-connection control section is to define the town as the water purveyor in the prevention and elimination of all existing or potential cross-connections within its public potable water supply.

This section shall apply to all consumers connected to the town public potable water supply.

This section will comply with the Federal Safe Drinking Water Act (P.L. 93-523), the North Carolina State Administrative Code (Title 15A, Subchapter 18C), and the North Carolina State Building Code (currently adopted edition) as they pertain to cross-connections with the public water supply.

In accordance with General Statute 160A-174 and 160A-175, the town is authorized and empowered to adopt this section.

(b) Section (a)(3)(a.)

*Health agency's responsibility.* The North Carolina Department of Environmental Quality has the responsibility for promulgating and enforcing laws, rules regulations, and policies applicable to all water purveyors in the State of North Carolina in carrying out an effective cross-connection control program.

The Department of Environmental Quality also has the primary responsibility of ensuring that the water purveyor operates a public potable water system free of actual or potential sanitary hazards including unprotected cross-connections. The Department of Environmental Quality also has the responsibility of ensuring that the water purveyor provides an approved water supply at the service connection to the consumer's water system and, further, that the purveyor requires the installation, testing, and maintenance of an approved backflow prevention assembly on the service connection when required.

(c) Section (a)(3(d.)

*Consumer responsibility.* The consumer has the primary responsibility of preventing pollutants and contaminants from entering his/her potable water system or the public potable water system. The consumer's responsibility starts at the point of delivery from the public potable water system and includes all of his/her water system. It is the consumer's responsibility to install and maintain a continuous operable assembly to this end per subsections (e) through (g). The consumer, at his/her expense shall install, operate, test, and maintain approved backflow prevention assemblies as directed by the town. The consumer shall maintain accurate records of tests and repairs made to backflow prevention assemblies and shall maintain such records for a minimum period of three years. The records shall be on forms approved by the town and shall include the list of materials or replacement parts used. Following any repair, overhaul, repiping, or relocation of an assembly, the consumer shall have it tested to ensure that it is in good operating condition and will prevent backflow. Tests, maintenance, and repairs of backflow prevention assemblies shall be made by a town-approved certified backflow prevention assembly tester. Consumer shall follow the specifications of the town regarding configuration and placement of backflow prevention assemblies. Bypass detection meters shall be purchased from the town.

(d) Section (b) Definitions

- (1) Add the acronym "(AG)" after *Air gap*.
- (2) Add a comma after the word "polluted" under *Auxiliary water supply*.
- (3) Add a comma after the word "gases" under *Backflow*.
- (4) Add the word "of" between years and experience under *Certified backflow prevention assembly tester*.
- (5) Add to end of *Consumer* the sentence, "A person includes residential water customers."
- (6) Add the words "health/severe" between the words "actual hazard" to read "actual health/severe hazard" under *Contamination*.
- (7) Under *Degree of Hazard*, add the words "or moderate" after the word non-health within parentheses and the words "or severe" after the word health within parentheses. Change contaminations to contamination and put in quotes.
- (8) Under *Health agency* change "Environment and Natural Resources" to "Environmental Quality".
- (9) Change the word "usage's" to "usage" under *Isolation*.
- (10) As redlined under *Pollutional hazard*, "The term "pollutional hazard" shall mean a moderate actual or potential threat to the quality or the potability of the public or the consumer's potable water system but which would not constitute a health or a severe system hazard, as defined. The maximum degree or intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances."

(e) Section (c)(1)

Upon presentation of proper credentials and identification, authorized representatives from the town shall have the right to enter any building, structure, residence, or premises during normal business hours, or at any time during the event of an emergency to perform any duty imposed by this section. The town shall schedule in advance with the owner or authorized representative if no emergency is imminent. Those duties may include sampling and testing of water, or inspections and observations of all piping systems connected or suspected to be connected to the public water supply. Where a consumer has security measures in force which would require proper identification and clearance before entry into their premises, the consumer shall make necessary arrangements with the security guards so that upon presentation of suitable identification, the town personnel will be permitted to enter without delay for the purpose of performing their specific responsibilities. Refusal to allow entry for these purposes may result in discontinuance of water service and the assumption of a health hazard and requirement to install a reduce pressure principle backflow prevention assembly.

(f) Section (d)(3)

All facilities which pose a potential health hazard to the potable water system must have an approved air gap or reduced pressure principle backflow prevention assembly within 60 days of notification by the town.

(g) Section (d)(6)

In the event that the town personnel do not have sufficient access to every portion of a non-residential private water system to allow a complete evaluation of the degree of hazard associated with such private water systems, an approved reduced pressure principle backflow prevention assembly shall be required as a minimum of protection.

(h) Section (e)(2) change "North Carolina Division of Environmental Health" to "North Carolina Department of Environmental Quality".

(i) Section (f)(1) add ", or its identified third-party manager," to the last sentence after "provided to the town..."

(j) Section (g) second paragraph

The following types of facilities or services have been identified by the town as having a potential for backflow of non-potable water into the public water supply system. Therefore, an approved backflow prevention assembly shall be required on all such services according to the degree of hazard present. Other types of facilities or services not listed below may also be required to install approved backflow prevention assemblies if determined necessary by the town. As a minimum requirement, all non-residential services shall be required to install a double-check valve assembly, unless otherwise listed below.

(k) Section (g)(32)

Swimming pools, spas, small manmade ponds, and fountains or any body of water above or in-ground greater than 24-inches deep that is connected to or filled by the potable water system:

a. Community or non-residential: RP

- b. Residential without direct piping: AG
- c. Residential with direct piping from potable supply: RP

(l) Section (h)(1)

No person shall connect or cause to be connected any supply of water not approved by any regulating authority to the water system supplied by the town. Any connections allowed by the town shall be in conformance with the backflow prevention requirements of this section.

Section 2. All provisions of any town ordinance in conflict with this ordinance are repealed.

Section 3. This ordinance shall become effective upon adoption.

The foregoing ordinance having been submitted to a vote, received the following vote, and was duly adopted this 11<sup>th</sup> day of December in the year 2023.

Ayes: 5  
Noes: 0  
Absent or excused: 0



*Sarah E. Kimrey*

Sarah E. Kimrey, Town Clerk

DRAFT



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: Administration  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Emily Bradford, Budget Director

#### ITEM TO BE CONSIDERED

**Subject:** Miscellaneous budget amendments and transfers

**Attachments:**

Budget Changes Report

**Summary:**

To adjust budget revenues and expenditures, where needed, due to changes that have occurred since budget adoption.

**Financial impacts:**

As indicated by each amendment.

**Staff recommendation and comments:**

To approve the attached list of budget amendments and transfers.

**Action requested:**

Consider approving budget amendments and transfers.



FY 2023-2024

TOWN OF HILLSBOROUGH  
BUDGET CHANGES REPORT

DATES: 01/08/2024 TO 01/08/2024

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
Safety & Risk	10-10-6600-5300-080 TRAINING/CONF./CONV. To cover invoice from FastMed.	41438	01/08/2024	JFernandez	16,800.00	-190.00	10,304.00
Safety & Risk	10-10-6600-5300-530 DUES & SUBSCRIPTIONS To cover Safety Holiday Lunch.	41466	01/08/2024	JFernandez	1,400.00	-500.00	900.00
Safety & Risk	10-10-6600-5300-570 MISCELLANEOUS To cover invoice from FastMed.	41437	01/08/2024	JFernandez	750.00	190.00	1,246.00
	To cover Safety Holiday Lunch.	41467	01/08/2024	JFernandez	750.00	500.00	1,746.00
Police	10-20-5100-5300-080 TRAINING/CONF./CONV. To cover unplanned training expenses.	41471	01/08/2024	JFernandez	26,900.00	1,000.00	27,900.00
Police	10-20-5100-5300-161 MAINTENANCE - VEHICLES To cover radios Chargers purchased in FY	41417	01/08/2024	EBRADFORI	1,000.00	12,905.00	41,972.00
Police	10-20-5100-5300-730 DRUG ENFORCEMENT OPERATIONS To cover unplanned training expenses.	41470	01/08/2024	JFernandez	5,000.00	-1,000.00	982.00
Police	10-20-5100-5700-740 CAPITAL - VEHICLES To cover radios Chargers purchased in FY	41418	01/08/2024	EBRADFORI	190,000.00	-12,905.00	264,028.00
Streets	10-30-5600-5300-112 POSTAGE To cover yr-end overage	41420	01/08/2024	EBRADFORI	40.00	33.00	73.00
Streets	10-30-5600-5300-145 MAINTENANCE - BUILDINGS To cover yr-end overage	41421	01/08/2024	EBRADFORI	600.00	-33.00	567.00
Streets	10-30-5600-5300-330 SUPPLIES - DEPARTMENTAL To replace underweighted trailer	41422	01/08/2024	EBRADFORI	27,500.00	-9,563.00	17,937.00
	To replc underweight trailer	41449	01/08/2024	EBRADFORI	27,500.00	4,510.00	22,447.00
Streets	10-30-5600-5300-570 MISCELLANEOUS Trailer tax/tag	41423	01/08/2024	EBRADFORI	1,000.00	-328.00	522.00
Streets	10-30-5600-5300-583 MISC-TAX, TAGS, ETC. Trailer tax/tag	41424	01/08/2024	EBRADFORI	4,506.00	328.00	4,834.00
Streets	10-30-5600-5700-741 CAPITAL - EQUIPMENT Replc under weighted trailer	41419	01/08/2024	EBRADFORI	0.00	9,563.00	19,563.00
Special Approp.	10-60-6900-5700-741 CAPITAL - EQUIPMENT To replc underweight trailer	41448	01/08/2024	EBRADFORI	20,000.00	-4,510.00	15,490.00
Billing & Collect.	30-80-7240-5100-020 SALARIES To cover temp staff	41415	01/08/2024	EBRADFORI	326,326.00	-15,000.00	311,326.00
Billing & Collect.	30-80-7240-5300-503 C.S./TEMPORARY PERSONNEL To cover temp staff	41416	01/08/2024	EBRADFORI	0.00	15,000.00	15,000.00
WTP	30-80-8120-5300-158 MAINTENANCE - EQUIPMENT To cover failed pump repair at WTP.	41469	01/08/2024	JFernandez	88,440.00	160,000.00	248,440.00
	30-80-8120-5300-158	41478	01/08/2024	JFernandez	88,440.00	67,300.00	315,740.00
WTP	30-80-8120-5300-323 SUPPLIES - CHEMICALS To cover permit renewal costs.	41450	01/08/2024	JFernandez	427,760.00	-150.00	425,937.00
	To cover failed pump repair at WTP.	41468	01/08/2024	JFernandez	427,760.00	-160,000.00	265,937.00
WTP	30-80-8120-5300-530 DUES & SUBSCRIPTIONS To cover permit renewal costs.	41451	01/08/2024	JFernandez	3,090.00	150.00	3,240.00
	To cover NCWOA annual dues.	41480	01/08/2024	JFernandez	3,090.00	205.00	3,445.00

JFernandez  
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FY 2023-2024

TOWN OF HILLSBOROUGH  
BUDGET CHANGES REPORT

DATES: 01/08/2024 TO 01/08/2024

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
WTP	30-80-8120-5300-570 MISCELLANEOUS To cover NCWOA annual dues.	41479	01/08/2024	JFernandez	1,200.00	-205.00	995.00
Water Dist.	30-80-8140-5300-330 SUPPLIES - DEPARTMENTAL Replc underweighted trailer	41427	01/08/2024	EBRADFORI	131,440.00	-5,528.00	130,744.64
	To cover equipment trailer for backhoe.	41439	01/08/2024	JFernandez	131,440.00	-5,364.00	125,380.64
	Reverse double-entry budget amendment	41445	01/08/2024	JFernandez	131,440.00	5,364.00	130,744.64
Water Dist.	30-80-8140-5300-583 MISC.-TAX, TAGS, ETC. Replc underweighted trailer	41426	01/08/2024	EBRADFORI	0.00	164.00	164.00
Water Dist.	30-80-8140-5700-741 CAPITAL - EQUIPMENT Replc underweighted trailer	41425	01/08/2024	EBRADFORI	80,000.00	5,364.00	104,165.17
	To cover equipment trailer for backhoe.	41440	01/08/2024	JFernandez	80,000.00	5,364.00	109,529.17
	Reverse double-entry budget amendment	41444	01/08/2024	JFernandez	80,000.00	-5,364.00	104,165.17
WW Collect.	30-80-8200-5300-322 SUPPLIES - LIFT STATION PUMPS Replc underweighted trailer	41430	01/08/2024	EBRADFORI	193,000.00	-5,528.00	156,825.00
WW Collect.	30-80-8200-5300-330 SUPPLIES - DEPARTMENTAL To cover equipment trailer for backhoe.	41441	01/08/2024	JFernandez	80,500.00	-854.00	80,451.06
	Reverse double-entry budget amendment	41446	01/08/2024	JFernandez	80,500.00	854.00	81,305.06
WW Collect.	30-80-8200-5300-583 MISC-TAX, TAGS, ETC. Replc underweighted trailer	41429	01/08/2024	EBRADFORI	3,000.00	164.00	7,514.00
WW Collect.	30-80-8200-5700-741 CAPITAL - EQUIPMENT Replc underweighted trailer	41428	01/08/2024	EBRADFORI	20,000.00	5,364.00	207,841.79
	To cover equipment trailer for backhoe.	41442	01/08/2024	JFernandez	20,000.00	854.00	208,695.79
	Reverse double-entry budget amendment	41447	01/08/2024	JFernandez	20,000.00	-854.00	207,841.79
W&S Contingency	30-80-9990-5300-000 CONTINGENCY To cover emergency raw water pump repa	41477	01/08/2024	JFernandez	400,000.00	-67,300.00	71,949.00
Gen. Cap Projects	60-05-3870-3870-116 TRANSFER FROM FUND 48 - NC86 RENO Adj per FY23 audit	41431	01/08/2024	EBRADFORI	0.00	128,200.00	128,200.00
Gen. Cap Projects	60-05-3870-3870-406 TRANSFER FROM GF-NC86 RENOVATION Adj per FY23 audit	41432	01/08/2024	EBRADFORI	325,982.00	-128,200.00	197,782.00
Gen. Cap Projects	60-23-3700-3700-101 STATE TIP To record revenue	41410	01/08/2024	EBRADFORI	0.00	1,000,000.00	6,314,000.00
Gen. Cap Projects	60-23-3870-3870-047 TRANSFER FROM FUND 43-RAIL STATION Adj per FY23 audit	41433	01/08/2024	EBRADFORI	0.00	19,290.00	19,290.00
Gen. Cap Projects	60-23-3870-3870-100 TRANSFER FROM GENERAL FUND Adj per FY23 audit	41434	01/08/2024	EBRADFORI	93,000.00	-19,290.00	73,710.00
Gen. Cap Projects	60-23-6510-5700-720 CONSTRUCTION To record revenue	41411	01/08/2024	EBRADFORI	0.00	1,000,000.00	6,600,000.00
Gen. Cap Projects	60-28-3870-3870-408 TRANSFER FROM GF - RIDGEWALK Adj to cover feasibility study	41412	01/08/2024	EBRADFORI	0.00	-84,000.00	125,003.00
Gen. Cap Projects	60-28-6300-5700-782 RIDGEWALK GREENWAY Adj to cover feasibility study	41413	01/08/2024	EBRADFORI	0.00	-84,000.00	125,003.00
W&S Cap. Res.	70-00-3850-3850-000 INTEREST EARNED Adj per FY23 audit	41456	01/08/2024	EBRADFORI	100,889.20	401,759.00	689,592.88

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FY 2023-2024

TOWN OF HILLSBOROUGH  
BUDGET CHANGES REPORT

DATES: 01/08/2024 TO 01/08/2024

	<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
W&S Cap. Res.	70-71-3870-3870-000 TRANSFER FROM WATER FUND Adj per FY23 audit	41457	01/08/2024	EBRADFORI	794,415.99	12,664,360.00	12,664,360.00
W&S Cap. Res.	70-71-3870-3870-015 TRANSFER FROM SEWER FUND Adj per FY23 audit	41463	01/08/2024	EBRADFORI	1,949,845.96	-1,015,151.15	0.00
W&S Cap. Res.	70-71-6900-5970-001 TRANSFER TO UTILITY CAP IMPROV FUND Adj per FY23 audit	41458	01/08/2024	EBRADFORI	1,830,000.00	1,826,568.00	3,129,553.03
	Adj per FY23 audit	41465	01/08/2024	EBRADFORI	1,830,000.00	1,302,985.03	4,432,538.06
W&S Cap. Res.	70-71-6900-5970-920 TRANSFER TO WATER & SEWER FUND Adj per FY23 audit	41459	01/08/2024	EBRADFORI	0.00	7,866,980.00	7,866,980.00
W&S Cap. Res.	70-71-6900-5970-930 TRANSFER TO WATER SDF RESERVE FUND Adj per FY23 audit	41460	01/08/2024	EBRADFORI	0.00	1,016,017.00	1,016,017.00
	Adj per FY23 audit	41464	01/08/2024	EBRADFORI	0.00	90,000.00	1,106,017.00
W&S Cap. Res.	70-71-6900-5970-931 TRANSFER TO SEWER SDF RESERVE FUND Adj per FY23 audit	41461	01/08/2024	EBRADFORI	0.00	1,014,608.00	1,014,608.00
W&S Cap. Res.	70-80-3700-3701-000 DEVELOPERS/CONTRIB-WATER Adj per FY23 audit	41462	01/08/2024	EBRADFORI	0.00	1,066,190.00	1,066,190.00
Sewer SDFs	76-71-3870-3870-154 TRAN FR W/S - RIVER PUMP UPGRAD Adj per FY23 audit	41454	01/08/2024	EBRADFORI	0.00	400,000.00	400,000.00
Sewer SDFs	76-71-3870-3870-155 TRAN FR W/S - COLLECT SYS REHAB Adj per FY23 audit	41452	01/08/2024	EBRADFORI	997,808.50	191,906.00	1,265,384.50
Sewer SDFs	76-71-6900-5970-926 TRAN TO UTIL CAP IMP FD - RIVER PUM Adj per FY23 audit	41455	01/08/2024	EBRADFORI	0.00	400,000.00	400,000.00
Sewer SDFs	76-71-6900-5970-927 TRAN TO UTIL CAP IMP FD - COLL SYS Adj per FY23 audit	41453	01/08/2024	EBRADFORI	997,808.50	191,906.00	1,265,384.50
						<u>29,250,127.88</u>	



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: Administrative Services  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Budget Director Emily Bradford

#### ITEM TO BE CONSIDERED

**Subject:** Ridgewalk Greenway capital project ordinance amendment and associated budget amendments

**Attachments:**

1. Ridgewalk Greenway Capital Project Ordinance Amendment
2. Budget Changes Report

**Summary:**

Amend the Ridgewalk Greenway capital project ordinance to reflect using \$84,000 of design funds for a feasibility study.

**Financial impacts:**

As indicated by each budget amendment.

**Staff recommendation and comments:**

None.

**Action requested:**

Approve Ridgewalk Greenway project ordinance amendment and associated budget amendments.



**ORDINANCE**  
**Capital Project Amendment**  
 Ridgewalk Greenway

The Hillsborough Board of Commissioners ordains that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**Section 1.** Revenues anticipated to be available to the town to complete the project are hereby amended as follows.

	<i>Current Budget</i>	<i>+/-</i>	<i>Amended Budget</i>
Ridgewalk Greenway	\$209,003	(\$84,000)	\$125,003

**Section 2.** Amounts appropriated for the capital project are hereby amended as follows.

	<i>Current Budget</i>	<i>+/-</i>	<i>Amended Budget</i>
Ridgewalk Greenway	\$209,003	(\$84,000)	\$125,003

**Section 3.** This ordinance shall be amended in any manner to add additional appropriations, modify or eliminate existing capital projects, and/or add new capital project, so long as it continues to fulfill the requirements of G.S. 159-13.2 and other applicable laws.

**Section 4.** This capital project will close automatically upon projection completion.

**Section 5.** Copies of this ordinance should be furnished to the clerk, budget officer and finance officer to be kept on file by them for their direction in carrying out this project.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 8<sup>th</sup> day of January in the year 2024.

Ayes:  
 Noes:  
 Absent or excused:

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Sarah E. Kimrey, Town Clerk

FY 2023-2024

TOWN OF HILLSBOROUGH  
BUDGET CHANGES REPORT

DATES: 01/08/2024 TO 01/08/2024

<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
Ridgewalk 60-28-3870-3870-408 TRANSFER FROM GF - RIDGEWALK Adj to cover feasibility study	41412	01/08/2024	EBRADFORI	0.00	-84,000.00	125,003.00
Ridgewalk 60-28-6300-5700-782 RIDGEWALK GREENWAY Adj to cover feasibility study	41413	01/08/2024	EBRADFORI	0.00	-84,000.00	125,003.00
					<u>-168,000.00</u>	



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: Administrative Services  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Budget Director Emily Bradford

#### ITEM TO BE CONSIDERED

**Subject:** Passenger Rail/Multi-Modal Station capital project ordinance amendment and associated budget amendments

**Attachments:**

1. Passenger Rail/Multi-Modal Station Capital Project Ordinance Amendment
2. Budget Changes Report

**Summary:**

Amend the Rail Station/Multi-Modal Station capital project ordinance to reflect the \$1,000,000 allocation from State TIP per Amendment No. 1 to the Municipal Project Agreement adopted by the board on May 8, 2023.

**Financial impacts:**

As indicated by each budget amendment.

**Staff recommendation and comments:**

None.

**Action requested:**

Approve Passenger Rail/Multi-Modal project ordinance amendment and associated budget amendments.



# ORDINANCE

## Capital Project Amendment

### Passenger Rail / Multi-Modal Station

The Hillsborough Board of Commissioners ordains that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby amended:

**Section 1.** Revenues anticipated to be available to the town to complete the project are hereby amended as follows.

	<i>Current Budget</i>	<i>+/-</i>	<i>Amended Budget</i>
Passenger Rail / Multi-Modal Station	\$7,239,000	\$1,000,000	\$8,239,000

**Section 2.** Amounts appropriated for the capital project are hereby amended as follows.

	<i>Current Budget</i>	<i>+/-</i>	<i>Amended Budget</i>
Passenger Rail / Multi-Modal Station	\$7,239,000	\$1,000,000	\$8,239,000

**Section 3.** This capital project will close automatically upon projection completion.

**Section 4.** Copies of this ordinance should be furnished to the clerk, budget officer and finance officer to be kept on file by them for their direction in carrying out this project.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 8<sup>th</sup> day of January in the year 2024.

Ayes:

Noes:

Absent or excused:

---

Sarah E. Kimrey, Town Clerk



FY 2023-2024

TOWN OF HILLSBOROUGH  
BUDGET CHANGES REPORT

DATES: 01/08/2024 TO 01/08/2024

<u>REFERENCE</u>	<u>CHANGE NUMBER</u>	<u>DATE</u>	<u>USER</u>	<u>ORIGINAL BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
60-23-3700-3700-101 STATE TIP Train Station To record revenue	41410	01/08/2024	EBRADFORI	0.00	1,000,000.00	6,314,000.00
60-23-6510-5700-720 CONSTRUCTION Train Station To record revenue	41411	01/08/2024	EBRADFORI	0.00	1,000,000.00	6,600,000.00
					<u>2,000,000.00</u>	



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: Administration  
Agenda Section: Consent  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Josh Fernandez, Budget and Management Analyst

#### ITEM TO BE CONSIDERED

**Subject:** North Carolina League of Municipalities Operations Assistance Program Agreement

##### Attachments:

1. Memorandum of Agreement
2. Resolution

##### Summary:

The North Carolina League of Municipalities is offering operations assistance to small municipalities through its own American Rescue Plan grant. The operations assistance covers six categories: 1) Cybersecurity assessment 2) Financial software acquisition and associated hardware evaluation/acquisition 3) Grant services 4) Legal consultation relating to ARPA compliance 5) Engineering and planning 6) Communications services.

Receiving these services from the League of Municipalities requires governing board adoption of the memorandum of understanding and resolution. These documents cover the acquisition of all services listed above and will allow staff to access them at any time throughout the terms of the agreement. There is no cost to the town through this program. All services will be billed to the League of Municipalities.

##### Financial impacts:

No financial impact.

##### Staff recommendation and comments:

Staff recommendation is to approve the memorandum of agreement and resolution.

##### Action requested:

Consider approval of MOA and resolution to allow staff to receive operations services from the North Carolina League of Municipalities and its contracted vendors.

## **MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT**

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

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

### **Article I. Overview.**

#### **1. Enabling Law and Regulation.**

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

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

#### **2. Grants Awarded to the NC League of Municipalities.**

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

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

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

One or both of the League Grants fund this Agreement.

**3. Status of the Parties.**

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

**4. Services Offered.**

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

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

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

**5. Additional Services.**

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

**6. Term of Agreement.**

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

**7. Termination of Agreement.**

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

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

**8. Duties of the Municipality.**

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

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

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

**Article II. Scope of Funded Activities.**

**1. Scope of Services**

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

**2. Approved Budget.**

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

**3. Prior Approval for Changes.**

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

**4. Allowable Costs for Services Rendered.**

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

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

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

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

#### **5. Prohibited Uses of Funding.**

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

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

### **Article III. Compensation.**

#### **1. Payment of Funds.**

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

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

## 2. Invoices.

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

### Article IV. Compliance with Grant Agreement and Applicable Laws.

#### 1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

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

#### 2. Conflicts of Interest; Gifts & Favors.

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

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

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

### **3. Records Retention and Access.**

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

### **4. Suspension and Debarment.**

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

### **5. Byrd Anti-Lobbying Amendment.**

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

### **6. Publications.**

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



## 7. **Equal Opportunity and Other Relevant Federal Laws**

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

### **Civil Rights Laws.**

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

### **Fair Housing Laws.**

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

### **Disability Protections.**

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

### **Age Discrimination.**

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

### **Americans with Disabilities Act.**

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **Clean Air Act.**

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

### **Federal Water Pollution Control Act.**

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

**Hatch Act.**

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

**Protections for Whistleblowers.**

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

**Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.**

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

**Governmentwide Requirements for Drug-Free Workplace.**

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

**Increasing Seat Belt Use in the United States.**

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

**Reducing Text Messaging While Driving.**

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

**Article V. Limitations of Liability**

**1. Limitations of Liability.**

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

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

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

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

## **Article VI. General Conditions.**

### **2. Venue and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

### **3. Nonwaiver.**

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

### **4. Limitation of Authority.**

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

### **5. Assignment.**

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

### **6. Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

**7. North Carolina Public Records Law**

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

**8. E-Verify**

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

**9. Iran Divestment Act**

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

**10. Companies Boycotting Israel Divestment Act**

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

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

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

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:  
TOWN OF HILLSBOROUGH**

\_\_\_\_\_  
a North Carolina municipal corporation

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rose Vaughn Williams

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

ATTEST:

\_\_\_\_\_  
City/Town/Village Clerk (or designee)

## **Exhibit A League Services**

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

### **1. Cyber Security Assessment**

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

### **2. IT Evaluation**

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

### **3. Hardware and Software Acquisition**

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

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

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

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

#### **4. Hardware and Software Installation**

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

#### **5. Finance Evaluation and Assistance During Implementation**

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

#### **6. Ongoing Cyber Security Consulting**

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

#### **7. Accounting Assistance Efforts**

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

#### **8. Communication Services**

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

**6. Duties of the Municipality**

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

**7. Duties of the League Related to Data Security**

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



## **Exhibit B**

### **Contractor Services**

#### **American Rescue Plan Legal Representation**

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

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

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

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

## Exhibit C – Description of Services, Compensation, and Expenses

The services for which the League is providing the **Town of Hillsborough** through NCLM's Consultant, **Witt O'Brien's**, is titled **Grant Services**.

### **Description of Services:**

The League is prepared to provide up to \$30,000 worth of Grant Services, unless otherwise amended by the League and agreed upon by the Town of Hillsborough, to invest in Hillsborough's pursuit of alternative funding options, including grants, appropriations or other mechanisms deemed appropriate, to fulfill its objectives and maximize or leverage their ARP LFRF allocation.

There are a total of three possible phases for these Grant Services, each having a maximum budget available to apply towards eligible associated costs as defined by:

**Phase 1: *Project identification, project prioritization, and available funding source identification based on alignment, eligibility, timeline, and the municipality's ability to meet requirements or criteria.*** This phase will require exploration by the Consultant, Witt O'Brien's, to determine the appropriate and optimal paths, including discussion with the appropriate municipal point of contact(s) about what the needs are, what projects have already been identified as needs, and working through an analysis to determine the most competitive options. Once these decisions are mutually made between the Consultant and the Municipality, the Municipality will have the opportunity to proceed with Phase 2, prepare grant application(s), or opt not to proceed.

Phase 1 is eligible for up to \$10,000 for the work to perform the scope of services within this phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 2 and be eligible for an additional service valued up to \$10,000, the Municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

**Phase 2: *Preparation and submittal of the grant application(s).*** This phase covers all of the work the Consultant will do to prepare an application(s) that meets the criteria and requirements of the grantor and the grant program, to the best of their ability, based on the Municipality 's responsiveness to questions, data, and the information requested by the Consultant.

Phase 2 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 3 and be eligible for an additional service valued up to \$10,000, the Municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

**Phase 3: *Grant Award Management.*** Work in this phase includes:

- Finalizing the grant agreements between the grantor and the grantee, identifying and preparing required compliance measures and documents.
- Drafting or updating appropriate policies and procedures, helping to implement necessary internal controls, and providing staff training as appropriate.
- Establishing a method to meet reporting requirements (may include reporting activities).

This phase may or may not be appropriate or available for funding, depending on the following scenarios:

1. The Consultant and Municipality must secure a grant award to be eligible for a Grant Award Management, and
2. The timeline for which the compliance and reporting requirements are necessary surpasses the availability of the League's Grant Services for towns due to the obligation and expenditure deadlines of the U.S. Treasury and the American Rescue Plan program. See the timeline below for more details.

Phase 3 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs covered by the League, up to \$10,000, and paid directly to the Consultant.

**Timeline:**

Costs associated with the scope of services outlined above are available for reimbursement by the League by paying the Consultant through December 31, 2026. The Consultant and the Municipality will determine grant service project schedules individually. The League can only support costs and pay for services rendered before January 1, 2027.

**Additional Terms:**

1. Neither the League nor Witt O'Brien's can guarantee a successful grant award. Many factors, including those out of the Consultant's control, can impact the outcome of a grant application. The Municipality understands and accepts this reality. However, a grant application reflective of a responsive, thoughtful, and prepared effort is valuable and can be utilized for future opportunities that benefit the Municipality. The grant application package's contents will be the Municipality's property to use as they wish for future needs.
2. The Consultant and the League will remain in active communication through their work with a Municipality. Through the League's Agreement with Witt O'Brien's, the Consultant has agreed to notify the League if a service is reaching the maximum amount of costs associated with the scope and phase of the project. Therefore, there shall be no surprises of extra expenses exceeding the maximum threshold unless deemed acceptable by the Municipality to be borne at their cost.
3. The Municipality understands that Witt O'Brien's will require their time and resources to obtain data and information to complete assessments, applications, and management services, if applicable. By signing this Agreement, the Municipality understands and accepts that responsibility.

4. When the Municipality is granted an award through the successful grant application by the Consultant, it is not the League's intent to require the Municipality to accept the award officially. While we would prefer the town's acceptance of the grant to meet the interests of this program, we understand and appreciate that circumstances can change over time. However, it should be noted that a decision not to proceed at this stage in the process may result in the League's inability to invest in future/additional grant awards for the Municipality and will likely be looked upon unfavorably by the granting source, thus possibly making the Municipality non-competitive with that grantor in future funding cycles.

These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services proved to the Municipality to assist in development of the Municipality's ARP project funded in part by the Municipality's ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds.

("ARP enabled funds" are described in numerous UNC SOG publications. See American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates' Canons NC Local Government Law (unc.edu)).



## RESOLUTION

### To Approve a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement

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

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

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

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

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

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

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

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

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

1. Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and
2. Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and
3. Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

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

**NOW, THEREFORE**, be it resolved by the Hillsborough Board of Commissioners:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the town manager is authorized to execute the attached Memorandum of Agreement and such other agreements and actions as necessary in accordance with the League’s Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Approved this 8th day of January of the year 2024.

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Mark Bell, Mayor  
Town of Hillsborough

Attestation:

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Sarah Kimrey, Town Clerk

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

**MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE  
MEMORANDUM OF AGREEMENT**

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

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

**Article I. Overview.**

**1. Enabling Law and Regulation.**

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

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

**2. Grants Awarded to the NC League of Municipalities.**

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

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

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

One or both of the League Grants fund this Agreement.



### **3. Status of the Parties.**

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

### **4. Services Offered.**

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

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

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

### **5. Additional Services.**

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

### **6. Term of Agreement.**

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

### **7. Termination of Agreement.**

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

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

#### **8. Duties of the Municipality.**

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

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

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

### **Article II. Scope of Funded Activities.**

#### **1. Scope of Services**

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

#### **2. Approved Budget.**

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

#### **3. Prior Approval for Changes.**

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

#### **4. Allowable Costs for Services Rendered.**

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

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

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

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

#### **5. Prohibited Uses of Funding.**

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

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

### **Article III. Compensation.**

#### **1. Payment of Funds.**

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

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

## 2. Invoices.

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

### **Article IV. Compliance with Grant Agreement and Applicable Laws.**

#### **1. Expenditure Authority.**

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

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

#### **2. Conflicts of Interest; Gifts & Favors.**

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

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

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

**3. Records Retention and Access.**

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

**4. Suspension and Debarment.**

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

**5. Byrd Anti-Lobbying Amendment.**

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

**6. Publications.**

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

## **7. Equal Opportunity and Other Relevant Federal Laws**

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

### **Civil Rights Laws.**

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

### **Fair Housing Laws.**

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

### **Disability Protections.**

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

### **Age Discrimination.**

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

### **Americans with Disabilities Act.**

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **Clean Air Act.**

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

### **Federal Water Pollution Control Act.**

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

**Hatch Act.**

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

**Protections for Whistleblowers.**

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

**Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.**

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

**Governmentwide Requirements for Drug-Free Workplace.**

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

**Increasing Seat Belt Use in the United States.**

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

**Reducing Text Messaging While Driving.**

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

**Article V. Limitations of Liability**

**1. Limitations of Liability.**

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

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

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

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

## **Article VI. General Conditions.**

### **2. Venue and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

### **3. Nonwaiver.**

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

### **4. Limitation of Authority.**

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

### **5. Assignment.**

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

### **6. Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.



**7. North Carolina Public Records Law**

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

**8. E-Verify**

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

**9. Iran Divestment Act**

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

**10. Companies Boycotting Israel Divestment Act**

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

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

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

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:  
TOWN OF HILLSBOROUGH**

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Rose Vaughn Williams

\_\_\_\_\_

Executive Director

\_\_\_\_\_

Date of Signature

\_\_\_\_\_

a North Carolina municipal corporation

By:

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Date of Signature

ATTEST:

\_\_\_\_\_

City/Town/Village Clerk (or designee)

## Exhibit A League Services

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

### **1. Cyber Security Assessment**

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

### **2. IT Evaluation**

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

### **3. Hardware and Software Acquisition**

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

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

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

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

#### **4. Hardware and Software Installation**

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

#### **5. Finance Evaluation and Assistance During Implementation**

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

#### **6. Ongoing Cyber Security Consulting**

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

#### **7. Accounting Assistance Efforts**

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

#### **8. Communication Services**

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

## **6. Duties of the Municipality**

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

## **7. Duties of the League Related to Data Security**

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

## **Exhibit B Contractor**

### **Services**

#### **American Rescue Plan Legal Representation**

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

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

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

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

## Exhibit C – Description of Services, Compensation, and Expenses

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The services for which the League is providing the **Town of Hillsborough** through NCLM's Consultant, **Witt O'Brien's**, is titled **Grant Services. Description of**

### **Services:**

The League is prepared to provide up to \$30,000 worth of Grant Services, unless otherwise amended by the League and agreed upon by the Town of Hillsborough, to invest in Hillsborough's pursuit of alternative funding options, including grants, appropriations or other mechanisms deemed appropriate, to fulfill its objectives and maximize or leverage their ARP LFRF allocation.

There are a total of three possible phases for these Grant Services, each having a maximum budget available to apply towards eligible associated costs as defined by:

***Phase 1: Project identification, project prioritization, and available funding source identification based on alignment, eligibility, timeline, and the municipality's ability to meet requirements or criteria.*** This phase will require exploration by the Consultant, Witt O'Brien's, to determine the appropriate and optimal paths, including discussion with the appropriate municipal point of contact(s) about what the needs are, what projects have already been identified as needs, and working through an analysis to determine the most competitive options. Once these decisions are mutually made between the Consultant and the Municipality, the Municipality will have the opportunity to proceed with Phase 2, prepare grant application(s), or opt not to proceed.

Phase 1 is eligible for up to \$10,000 for the work to perform the scope of services within this phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 2 and be eligible for an additional service valued up to \$10,000, the Municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

***Phase 2: Preparation and submittal of the grant application(s).*** This phase covers all of the work the Consultant will do to prepare an application(s) that meets the criteria and requirements of the grantor and the grant program, to the best of their ability, based on the Municipality's responsiveness to questions, data, and the information requested by the Consultant.

Phase 2 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 3 and be eligible for an additional service valued up to \$10,000, the Municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

**Phase 3: Grant Award Management.** Work in this phase includes:

- Finalizing the grant agreements between the grantor and the grantee, identifying and preparing required compliance measures and documents.
- Drafting or updating appropriate policies and procedures, helping to implement necessary internal controls, and providing staff training as appropriate.
- Establishing a method to meet reporting requirements (may include reporting activities).

This phase may or may not be appropriate or available for funding, depending on the following scenarios:

1. The Consultant and Municipality must secure a grant award to be eligible for a Grant Award Management, and
2. The timeline for which the compliance and reporting requirements are necessary surpasses the availability of the League's Grant Services for towns due to the obligation and expenditure deadlines of the U.S. Treasury and the American Rescue Plan program. See the timeline below for more details.

Phase 3 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs covered by the League, up to \$10,000, and paid directly to the Consultant.

**Timeline:**

Costs associated with the scope of services outlined above are available for reimbursement by the League by paying the Consultant through December 31, 2026. The Consultant and the Municipality will determine grant service project schedules individually. The League can only support costs and pay for services rendered before January 1, 2027.

**Additional Terms:**

1. Neither the League nor Witt O'Brien's can guarantee a successful grant award. Many factors, including those out of the Consultant's control, can impact the outcome of a grant application. The Municipality understands and accepts this reality. However, a grant application reflective of a responsive, thoughtful, and prepared effort is valuable and can be utilized for future opportunities that benefit the Municipality. The grant application package's contents will be the Municipality 's property to use as they wish for future needs.
2. The Consultant and the League will remain in active communication through their work with a Municipality. Through the League's Agreement with Witt O'Brien's, the Consultant has agreed to notify the League if a service is reaching the maximum amount of costs associated with the scope and phase of the project. Therefore, there shall be no surprises of extra expenses exceeding the maximum threshold unless deemed acceptable by the Municipality to be borne at their cost.
3. The Municipality understands that Witt O'Brien's will require their time and resources to obtain data and information to complete assessments, applications, and management services, if applicable. By signing this Agreement, the Municipality understands and accepts that responsibility.



4. When the Municipality is granted an award through the successful grant application by the Consultant, it is not the League's intent to require the Municipality to accept the award officially. While we would prefer the town's acceptance of the grant to meet the interests of this program, we understand and appreciate that circumstances can change over time. However, it should be noted that a decision not to proceed at this stage in the process may result in the League's inability to invest in future/additional grant awards for the Municipality and will likely be looked upon unfavorably by the granting source, thus possibly making the Municipality non-competitive with that grantor in future funding cycles.

These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services proved to the Municipality to assist in development of the Municipality's ARP project funded in part by the Municipality's ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds.

("ARP enabled funds" are described in numerous UNC SOG publications. See American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates' Canons NC Local Government Law (unc.edu)).

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## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: Administrative Services  
Agenda Section: Regular  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Hillsborough Resident Bill Harris

#### ITEM TO BE CONSIDERED

**Subject:** Deer Population Mitigation

##### Attachments:

1. PowerPoint presentation slides
2. 2023 Reported Urban Archery Season Harvest – number of deer killed in permitted municipalities

##### Summary:

Hillsborough residents Bill Harris and Eileen Camp have asked to address the board regarding the overpopulation of deer in Hillsborough and to discuss options for mitigation. Their presentation and recommendations regarding the issue are attached.

##### Financial impacts:

N/A

##### Staff recommendation and comments:

The presentation prepared by Mr. Harris and Ms. Camp does an excellent job summarizing the issue and in describing North Carolina's Urban Archery program as an option going forward.

Urban Archery was brought before the board roughly 20 years ago and the board decided against allowing it primarily for public safety reasons. A few factors considered at the time were that once restrictions were put in the town code to limit hunting close to buildings, public spaces, and other areas of concern, it would have limited the number of places hunting could occur. The following are two examples of Urban Archery codes for the cities of Lenoir and Albemarle:

- (<https://www.cityoflenoir.com/182/Urban-Archery>)
- (<https://www.albemarlenc.gov/departments/parks-and-recreation/urban-archery>)

Some limits on where bow hunting for deer can take place in these two ordinances include: no hunting on a lot unless it's at least two or three acres, hunter must be at least 10 feet in the air, no hunting on public property, no hunting on water/sewer easements, being 250 or 500 feet away from other buildings, no shots from a bow unless at least 100 feet from a property line, etc. Note: if Hillsborough included similar limitations to Lenoir and Albemarle there are likely only a few areas where hunting would be allowed, thus potentially minimizing the effectiveness of the program. It does appear local governments have flexibility regarding the details of the ordinance regulating Urban Archery in their jurisdiction. There were 63 municipalities that participated in 2023, so there is likely a wide variety of restrictions, or lack thereof, in the many variants of codes adopted. Based on the

presentation provided by Mr. Harris and Ms. Camp it seems that Chapel Hill's regulations are far less restrictive than Lenior and Albemarle, thus that could open hunting to far more areas inside Hillsborough, if so desired by the board.

Statistics: Deer that were killed in 2023 statewide in ALL the participating municipalities totaled 179. The town with the most deer kills was Summerfield with 18. (Summerfield has many huge lots and wooded areas, it's a very rural setting.) The next was Elkin with 15. Approximately half (33 of 63) of the participating units in 2023 had 0-1 deer kills. The most common kills were in the 2-6 range (see attached). While these numbers seem extremely low and thus raise questions about the effectiveness of the program. It is possible the number of kills was much higher in earlier years and the low numbers are an indication of bringing the deer populations down. This would require more research to determine the effectiveness of these programs.

Having such low numbers of deer harvested in participating units through North Carolina and asking staff to implement a new program to manage raises two key questions: 1) Will this program be worth it? 2) Will it make a difference?

If the town starts down the road of pursuing this program there is a good probability there will be many people for and against it, thus the expectation should be this will require a major investment of staff and board time to go through the process of considering implementation and adopting a new ordinance. Other questions include who from staff will develop the new ordinance, manage the application process, manage the implementation, future complaints, as well as what work will staff need to defer to make this happen?

If the board deems this a major health or safety risk and would like to investigate further for these or other reasons, it can direct the town manager to either 1) fully pursue implementation of this program, or 2) do further investigation and bring a report back at a future meeting to allow the discussion to be continued. Other options include tabling, taking no action but monitoring, or voting to not proceed.

**Action requested:**

Receive presentation and provide direction.

# Deer Population Mitigation

Hillsborough Board of Commissioners

January 8, 2024

1

## Why I Am Here

- Urban Wildlife Management
  - Historically not a priority for wildlife managers
  - Primary efforts focused on nuisance control
- Urbanization of rural areas (continued growth and development)
  - Destroys natural habitat for wildlife; predators and prey
  - Forces wildlife into urban areas
- Increasingly dangerous interactions with wildlife in urban areas
- Management plan to address growing wildlife populations

2

## Over Population of Deer in Hillsborough

- Recent studies
  - There are now about 30 million deer in North America
  - 100 times more deer than there were 100 years ago
- Anecdotal Evidence
  - Herds as large as 12 roaming neighborhoods
  - Not uncommon to see 3 or 4 groups of 4-8 deer on a morning walk through town
  - 8-point buck grazing in my backyard
  - Browsing and rubbing damage all over town
  - Deer scat deposited all over town
- Empirical Evidence
  - Neighbor hit a deer causing thousands in damage
  - Dead deer on Churton St

**More is not always better; sometimes more is just MORE!**

3

## Problems with Deer Over Population

- Competition for food sources
  - Public parks
  - Private home landscapes
- Deer populations are no longer held in check by their natural predators, and humans are creating perfect deer habitat in yards and parks
- Natural predators
  - Bears, wolves, bobcats, coyotes, etc.
  - Humans
- Danger to cars and people
- Deer ticks, Lyme Disease, and scat everywhere
- Also known to carry Q fever, chlamydiosis, leptospirosis, campylobacteriosis, salmonellosis, cryptosporidiosis, and giardiasis

4

## Deer Damage

- Browsing
  - Deer will eat almost anything under 1" in diameter up to 6' from the ground
  - As food gets scarce in winter the "almost anything" becomes "almost everything"
- Antler Rubbing
  - Male deer rub their antlers on young, small trees to remove velvet during breeding season
  - Damage and shred the bark around the trunks
  - If cambian layer is sufficiently damaged the tree will die

**Deer in Hillsborough are EXTREMELY destructive to gardens, landscapes and orchards.**

5

## Damage Consequences

- Destroying the undergrowth and natural habitat for small animals
- Decimating all desirable plants leaving room for undesirable plants to grow i.e., Japanese Stilt Weed
- Adding expenses and frustrations for residents
- Bee City USA
  - Deer eating native plants
  - Deer destroying pollinator habitats
- Tree City USA
  - Deer damaging saplings

6

## Homeowner Mitigation Options

- Deer resistant plants are effective if deer are not hungry or there are nearby options they prefer
- Deer repellants are effective for short periods but require constant reapplication and alternating sprays as deer adapt to the deterrents
- Fence barriers around individual plants may work but when deer are desperate enough they will just knock them over
- Fencing the entire property may work
  - Deer can jump up to 8'
  - Historic District limits fencing to 6'

**All homeowner options are expensive!!!**

7

## Deer Mitigation Options

- Regulated hunting
  - Preferred method by state agencies
  - Homeowners prefer archery, gun, and crossbow hunting
  - Venison used by hunters and property owners
  - Should be done annually for best results
- Sharpshooting
- Euthanasia
- Trapping and relocation
- Immunocontraception

8

## Just Leave the Deer Alone?

- Deer population continues to grow
  - Increased pressure on food sources
  - Increased presence in town
  - Increased damage to public and private property
  - Continued damage to natural habitats for small animals and birds
- Unhealthy for deer
  - Sickly and underfed deer
  - Increased spread of disease within deer population
- Do NOT feed the deer
  - Impacts their ability to browse and forage to survive
  - Brings normally solitary, or small group, animals into unnatural concentrations and close contact
  - Provides ideal conditions for disease (e.g., bovine TB, bluetongue, hemorrhagic diseases) to more easily spread in high density deer populations

9

## North Carolina Urban Archery Program Background

- The intention of the Urban Archery Season is to enable cities, towns and villages to reduce urban deer populations through increased hunter opportunity. Hunting during the Urban Archery Season is allowed ONLY in participating municipalities.
- Each city, town and village will decide if hunting is allowed on public property and restrictions, if any, for hunting on private property within the city, town and village limits.
- Hunters wishing to hunt in an area participating in the Urban Archery Season should call the participating city, town or village or visit its website to obtain a map showing lawful areas to hunt and additional information on specific restrictions that may apply to each area.
- The Urban Archery Season does not obligate private landowners to allow hunting on their property, nor does it eliminate the ethical requirement for obtaining permission from the landowner before hunting. Hunters are legally required to obtain written permission to hunt on posted property.
- Season bag and possession limits for both antlerless and antlered deer, including Bonus Antlerless Harvest Report Cards, that apply to the general archery, blackpowder, and gun deer seasons also apply to the Urban Archery Season.
- Antlered and antlerless deer may be harvested in participating areas during the Urban Archery Season.

10



## North Carolina Urban Archery Program Application Procedures

- [Deer Regulations - North Carolina Hunting | eRegulations](#)
- The Urban Archery Season is available for cities, towns and villages that submit to the Wildlife Resources Commission by April 1 of each year a letter of intent to participate in the season.
- A map (no larger than 11" X 17") clearly defining the area included in the season should also accompany the letter of intent.
- Interested municipalities should call the Wildlife Management Division at 919-707-0050 and request to be contacted by a district wildlife biologist.

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## North Carolina Urban Archery Program 60 participating cities, towns and villages

### Deer Hunting in Chapel Hill

- In North Carolina, each municipality has the option to determine whether it will allow hunting on public property and to establish restrictions for hunting on private property within the municipal limits. Current Town of Chapel Hill ordinances prohibit the discharge of firearms within the Town limits and no hunting of any kind is allowed on publicly held property, including land owned by the University. There are no Town ordinances that specifically limit the ability of individuals to hunt with bow and arrow on their own property or on other properties with permission of the landowner.
- Bow hunting is regulated by the NC Wildlife Resources Commission. The statewide bow hunting season, including inside the Town limits of Chapel Hill, typically runs from early September through January.
- Since 2010, the Town has participated in the Urban Archery Program administered by the Wildlife Resources Commission. The Urban Archery Program extends the bow hunting season inside participating towns and cities and typically runs from the end of the bow hunting season through early February.
- **2023-2024 Season Date:**
  - Urban Archery Only (January 13 – February 18, 2024)
  - Urban Deer Season (open in participating cities only; see [regulations digest](#) for list and contact information)

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## North Carolina Urban Archery Program

### 60 participating cities, towns and villages

#### Deer Hunting in Chapel Hill

- **Property owners CAN...**
  - Hunt for deer with a bow and arrow on their own property with a proper hunting license and during Central North Carolina's deer season as determined by the NC Wildlife Resources Commission.
  - Apply to NC Wildlife Resources Commission for a Depredation Hunting Permit. This permit allows property owners to hunt on their own property outside of regular and urban archery seasons with certain restrictions and regulations.
  - Report illegal or unsafe hunting to the Wildlife Resources Commission and/or Chapel Hill Police Department.
- **Property owners CANNOT...**
  - Use firearms within the Town limits.
  - Hire professional hunters to eliminate the deer on their property.
  - Track a wounded deer onto adjacent property while hunting without the permission of the adjacent property owner.
- **Regular hunters can ...**
  - Hunt deer with bow and arrow within the town limits on private property with permission from the land owner.
  - You may **NOT** hunt on town owned property or park land, or any other publicly owned or University owned land.

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## Action Requested

- Board recognize there is an issue that needs to be addressed
- Town Staff contact Wildlife Management Division on details to participate in Urban Archery program
- Town staff contact Chapel Hill and/or other local communities to ascertain how they manage the program
- Apply to participate in 2024 – 1 April deadline
  - Hillsborough can always decline to participate
  - Hillsborough cannot later decide to participate if we do not apply
- Look at other options

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## Resources

- NC Wildlife Resources Commission
- “Impacts and Management of White-Tailed Deer in Urban Landscapes: A Review” May 4, 2023, Dewayne Holley, North Carolina State University (a review and summary of 35 research articles and studies on deer management in urban areas)
- US Forest Service
- Multiple Wildlife Organizations

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2023 Reported Urban Archery Season Harvest

City	County	Sex and Age of Harvest			Total
		Adult Bucks	Button Bucks	Does	
Albemarle	Stanly	0	0	5	5
Ansonville	Anson	1	0	0	1
Archer Lodge	Johnston	2	0	1	3
Boiling Springs	Cleveland	0	0	0	0
Catawba	Catawba	1	0	0	1
Chapel Hill	Orange/Durham	2	0	3	5
China Grove	Rowan	0	0	1	1
Clayton	Johnston	0	0	0	0
Cleveland	Rowan	0	0	1	1
Concord	Cabarrus	0	0	6	6
Denton	Davidson	0	0	1	1
East Bend	Yadkin	0	0	0	0
Eden	Rockingham	0	0	0	0
Elkin	Surry/Wilkes	4	1	10	15
Fairview	Union	0	0	1	1
Franklinville	Randolph	0	1	1	2
Glen Alpine	Burke	1	0	0	1
Granite Quarry	Rowan	0	0	2	2
Harrisburg	Cabarrus	1	0	0	1
Huntersville	Mecklenburg	6	1	1	8
Indian Trail	Union	2	1	1	4
Jamestown	Guilford	0	0	0	0
Jefferson	Ashe	1	1	3	5
Jonesville	Yadkin	0	0	4	4
Kannapolis	Cabarrus/Rowan	4	1	1	6
Kill Devil Hills	Dare	0	0	0	0
King	Stokes	1	0	0	1
Landis	Rowan	0	0	1	1
Lattimore	Cleveland	0	0	0	0
Lenoir	Caldwell	1	0	2	3
Lewisville	Forsyth	1	0	2	3
Locust	Cabarrus/Stanly	1	0	2	3
Midland	Cabarrus	4	0	2	6
Mineral Springs	Union	0	0	0	0
Mooresboro	Cleveland	0	0	0	0
Morganton	Burke	1	0	5	6
Nags Head	Dare	1	0	0	1
New London	Stanly	0	0	0	0
North Wilkesboro	Wilkes	0	0	2	2
Norwood	Stanly	1	0	1	2
Oak Ridge	Stanly	0	0	0	0
Oakboro	Stanly	0	0	0	0
Pleasant Garden	Guilford	0	0	0	0
Randleman	Randolph	2	1	3	6
Red Cross	Stanly	0	0	0	0
Reidsville	Rockingham	0	0	0	0
Richfield	Stanly	0	0	0	0
Ronda	Wilkes	0	0	0	0
Sanford	Lee	2	0	5	7
Shelby	Cleveland	4	0	6	10
Stallings	Brunswick	0	0	0	0
Stanfield	Union	0	1	2	3
Stokesdale	Stanly	1	1	2	4
Summerfield	Guilford	3	4	11	18
Trent Woods	Craven	0	0	4	4
Troutman	Iredell	3	0	0	3
Unionville	Union	1	0	0	1
Valdese	Burke	1	0	1	2
Wake Forest	Wake/Franklin	2	0	2	4
Walnut Creek	Wayne	0	0	0	0
Waxhaw	Union	2	0	8	10
Weddington	Union	3	0	3	6
Wentworth	Rockingham	0	0	0	0
Yadkinville	Yadkin	0	0	0	0
<b>Totals</b>		<b>60</b>	<b>13</b>	<b>106</b>	<b>179</b>



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: Utilities Administration  
Agenda Section: Regular  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Marie Strandwitz, Utilities Director  
Bryant Green, Environmental Engineering Supervisor

#### ITEM TO BE CONSIDERED

**Subject:** Adron F. Thompson Renovation Capital Project Amendment

**Attachments:**

1. Adron F. Thompson Renovation Capital Project Ordinance Amendment
2. Adron F. Thompson Renovation Capital Project Budget Change

**Summary:**

Utilities Administration requests an additional \$710,000 allocation in design costs for the Adron F. Thompson Renovation capital project.

**Financial impacts:**

This transaction will allocate \$710,000 from the Water and Sewer Fund Balance to be transferred to the Utilities Capital Projects Fund.

**Staff recommendation and comments:**

Staff recommendation is to allocate the additional funding for project design.

**Action requested:**

Consider approval of the amended project ordinance and associated budget changes.



# ORDINANCE

## Capital Project Amendment

### Adron F. Thompson Facility Renovation

The Hillsborough Board of Commissioners ordains that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby amended:

**Section 1.** Revenues anticipated to be available to the town to complete the project are hereby amended as follows.

	<i>Current Budget</i>	<i>+/-</i>	<i>Amended Budget</i>
Adron F. Thompson Facility Renovation	\$3,290,000	\$710,000	\$4,000,000

**Section 2.** Amounts appropriated for the capital project are hereby amended as follows.

	<i>Current Budget</i>	<i>+/-</i>	<i>Amended Budget</i>
Adron F. Thompson Facility Renovation	\$3,290,000	\$710,000	\$4,000,000

**Section 3.** This capital project will close automatically upon projection completion.

**Section 4.** Copies of this ordinance should be furnished to the clerk, budget officer and finance officer to be kept on file by them for their direction in carrying out this project.

The foregoing ordinance having been submitted to a vote, received the following vote and was duly adopted this 8<sup>th</sup> day of January in the year 2024.

Ayes:

Noes:

Absent or excused:

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Sarah E. Kimrey, Town Clerk

TOWN OF HILLSBOROUGH  
UPDATE BUDGET CHANGES

FY 2023-2024

PRINT ONLY

2023-2024 BUDGET

<u>ACCOUNT</u>	<u>DATE</u>	<u>CHANGE NUMBER</u>	<u>CURRENT BUDGET</u>	<u>BUDGET CHANGE</u>	<u>AMENDED BUDGET</u>
<b>Revenue</b>					
<b>30</b>					
30-80-3900-3900-000 FUND BALANCE APPROPRIATED	1/8/2024	41472	4,559,932.31	710,000.00	5,269,932.31
To cover increased design costs for AFT Project.					
<b>Total for 30</b>			4,559,932.31	710,000.00	5,269,932.31
<b>69</b>					
69-18-3870-3870-505 TRANSFER FROM WSF-A. THOMPSON RENO	1/8/2024	41476	290,000.00	710,000.00	1,000,000.00
To cover increased design costs for AFT Project.					
<b>Total for 69</b>			290,000.00	710,000.00	1,000,000.00
<b>Total for Revenue</b>			4,849,932.31	1,420,000.00	6,269,932.31
<b>Expenditure</b>					
<b>30</b>					
30-71-8140-5982-001 TRANSFER TO UTIL CAP IMPROV FUND	1/8/2024	41473	1,012,184.40	355,000.00	1,367,184.40
To cover increased design costs for AFT Project.					
30-71-8200-5982-001 TRANSFER TO UTIL CAP IMPROV FUND	1/8/2024	41474	2,054,997.00	355,000.00	2,409,997.00
To cover increased design costs for AFT Project.					
<b>Total for 30</b>			3,067,181.40	710,000.00	3,777,181.40
<b>69</b>					
69-18-8200-5700-723 ADRON THOMPSON FACILITY RENOVATION	1/8/2024	41475	3,290,000.00	710,000.00	4,000,000.00
To cover increased design costs for AFT Project.					
<b>Total for 69</b>			3,290,000.00	710,000.00	4,000,000.00
<b>Total for Expenditure</b>			6,357,181.40	1,420,000.00	7,777,181.40
<b>Grand Total</b>			11,207,113.71	2,840,000.00	14,047,113.71



## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: Administrative Services  
Agenda Section: Regular  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Town Manager Eric Peterson

#### ITEM TO BE CONSIDERED

**Subject:** Hot topics for work session Jan. 22, 2024

**Attachments:**

None.

**Summary:**

Possible topics for the Jan. 22 work session include:

- Clean Energy Resolution and Sustainability Updates
  - a) Clean Energy Resolution – We are 6 years out from the 2030 pledge to be 80% clean and renewable. Where are we, key and next steps, what actions would make the greatest difference, likelihood of meeting the goal, and how to pay for initiatives?
  - b) Sustainability Fund Uses (train station photovoltaics, electric vehicle charging stations, energy tracking and management, other)
- Financial update and framing going into Fiscal Year 2025-27
- Downtown parking update and discussion
- Other

**Financial impacts:**

None.

**Staff recommendation and comments:**

None.

**Action requested:**

None.





## Agenda Abstract

### BOARD OF COMMISSIONERS

Meeting Date: Jan. 8, 2024  
Department: All  
Agenda Section: Regular  
Public hearing: No  
Date of public hearing: N/A

#### PRESENTER/INFORMATION CONTACT

Department Heads

#### ITEM TO BE CONSIDERED

**Subject:** Staff (written reports in agenda packet)

**Attachments:**

Monthly departmental reports

**Summary:**

N/A

**Financial impacts:**

N/A

**Staff recommendation and comments:**

None.

**Action requested:**

Accept reports.



## Administrative Services Report

December 2023

### Budget

- FY25 budget development continues. Capital Improvement Requests were submitted in December and operating requests are due in January.

### Communications

- Town materials — Updated email signature templates to add Instagram and LinkedIn and templates for town board.
- Website — Approved initial design for new website. Specialist helping create document sharing page on SharePoint with most of the materials currently on the intranet to allow more time to think through next steps. Participated in discussions on parks reservations and ensured web company is preparing a reservation system to use at least temporarily.
- Utilities Outreach — Updated text on landing page of donations and payments website.
- Other — Intern started Dec. 7 to help during website transition. Completed in-person emergency management training over three days: ICS-300: Intermediate Command System for Expanding Incidents (manager). Started @HillsboroughGov Instagram.

### Fleet Maintenance

- No updates.

### Human Resources/Town Clerk

- Bi-weekly payroll

RECRUITMENT AND SELECTION	
Position	Status
Equipment Operator	Start date: 12/11/2023
Police Lieutenant	Start date: 1/16/2024
Police Officer	Continuous recruitment.
Stormwater Technician	Closed 12/17/2023.
Utility Maintenance Supervisor	Offer pending.
Utility Maintenance Technician I (Locator)	Start date: 1/02/2024
Utility Systems Mechanic I	Closes 1/15/2024.

FY24 Governing Body Budget			
Account String	Itemization Description	Amount	Period Year
10-10-4100-5300-530	NCLM Annual Dues	\$8,500.00	2024
10-10-4100-5300-530	NCLM Letter Subscription	\$26.00	2024
10-10-4100-5300-530	Southern City Subscription	\$22.00	2024
10-10-4100-5300-530	School of Government Annual Dues	\$1,100.00	2024
10-10-4100-5300-530	Triangle J Council of Governments	\$3,500.00	2024
10-10-4100-5300-530	NC Black Elected Municipal Officials	\$65.00	2024
10-10-4100-5300-530	Hillsborough Chamber of Commerce	\$6,000.00	2024
10-10-4100-5300-530	Chapel Hill Chamber of Commerce	\$1,350.00	2024
10-10-4100-5300-530	Miscellaneous	\$500.00	2024
10-10-4100-5300-530	NC Mayors Association	\$300.00	2024
10-10-4100-5300-080	NCLM Town Hall Day (1)	\$30.00	2024
10-10-4100-5300-080	Newly Elected Officials School (FY20/22/24)	\$1,500.00	2024
10-10-4100-5300-080	UNC SOG Advanced Leadership Corps.	\$1,000.00	2024
10-10-4100-5300-080	State of the Community Report	\$280.00	2024
10-10-4100-5300-080	Triangle J Council Regional Summit	\$100.00	2024
10-10-4100-5300-080	International LGBTQ Leaders Conference	\$225.00	2024
10-10-4100-5300-080	NCLM City Vision	\$1,245.00	2024
10-10-4100-5300-080	Miscellaneous Training	\$5,000.00	2024
10-10-4100-5300-080	Travel Reimbursement for Meetings Outside County	\$600.00	2024

PERIOD: 07/01/2023 TO 06/30/2024

FY 2023-2024

10-10-4100-5300-530 DUES & SUBSCRIPTIONS		<u>BUDGET</u>	<u>PERIOD TO DATE</u>	<u>ENCAMT</u>	<u>REM BAL</u>		
		23,266.00	19,751.00	0.00	3,515.00		
<u>DATE</u>	<u>MOD</u>	<u>REFERENCE</u>	<u>JE # or VOUCHER#</u>	<u>CHECK#</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>BALANCE</u>
		BALANCE FORWARD					0.00
07/07/2023	AP	HILLSBOROUGH/OC CHAMBER OF COMM	57242	5579	6,000.00		6,000.00
		TRUSTEE MEMBER RENEWAL - 07/23 - 06/24					
07/07/2023	AP	N C LEAGUE OF MUNICIPALITIES I000448-	57245	71570	10,470.00		16,470.00
		SERVICE FEE FY 2023-2024					
07/07/2023	AP	N C LEAGUE OF MUNICIPALITIES I000448-	57245	71570	22.00		16,492.00
		QTY 11 - SOUTHERN CITY SUBSCRIPTIONS					
08/11/2023	AP	SCHOOL OF GOVERNMENT 6310	58047	71638	1,414.00		17,906.00
		2023-24 SOG MEMBERSHIP DUES					
09/11/2023	AP	BANK OF AMERICA NA PAYPAL NC MAYO	58726	6011	300.00		18,206.00
		NC MAYORS ASSOCIATION MEMBER DUES - FY 2023/2024 -					
		JWEAVER					
09/22/2023	AP	N C BLACK ELECTED I0002183	58466	71745	75.00		18,281.00
		FY 2023-2024 MEMBERSHIP DUES - MATTHEW HUGHES					
10/06/2023	AP	NC WOMEN IN MUNICIPAL GOVERNMENT	58788	71772	75.00		18,356.00
		FY 2023/2024 MEMBERSHIP DUES - KATHLEEN FERGUSON					
10/27/2023	AP	CHAPEL HILL-CARRBORO CHAMBER OF C	59072	71835	1,395.00		19,751.00
		BUSINESS BUILDER MEMBERSHIP					
SUBTOTALS FOR ACCOUNT 10-10-4100-5300-530 :					19,751.00	0.00	

PERIOD: 07/01/2023 TO 06/30/2024

FY 2023-2024

10-10-4100-5300-080 TRAINING/CONF./CONV.		<u>BUDGET</u>	<u>PERIOD TO DATE</u>	<u>ENC AMT</u>	<u>REM BAL</u>		
		12,445.00	3,046.97	0.00	9,398.03		
<u>DATE</u>	<u>MOD</u>	<u>REFERENCE</u>	<u>JE # or VOUCHER#</u>	<u>CHECK#</u>	<u>DEBIT</u>	<u>CREDIT</u>	<u>BALANCE</u>
		BALANCE FORWARD					0.00
08/14/2023	AP	BANK OF AMERICA NA NATIONAL LEAG WOMEN IN MUNICIPAL GOV SUMMER CONFERENCE - K FERGUSON	58037	5849	400.00		400.00
09/11/2023	AP	BANK OF AMERICA NA TRYON RESORT QTY 3 - LODGING NCARCOG FORUM MEETING- RUTHERFORDTON, NC- K FERGUSON - 08/02/23 - 08/04/23	58583	6011	447.00		847.00
09/11/2023	AP	BANK OF AMERICA NA TRYON RESORT OCCUPANCY TAX	58583	6011	13.41		860.41
09/11/2023	AP	BANK OF AMERICA NA HILTON CHARLO QTY 2 - LODGING - WIMG CONF - K FERGUSON - 08/09/23 - 08/11/23	58584	6011	595.84		1,456.25
09/11/2023	AP	BANK OF AMERICA NA HILTON CHARLO PARKING	58584	6011	48.00		1,504.25
09/11/2023	AP	BANK OF AMERICA NA HILTON CHARLO OCCUPANY TAX	58584	6011	35.75		1,540.00
09/11/2023	AP	BANK OF AMERICA NA HILTON CHARLO SPECIAL ASSESSMENT TAX	58584	6011	11.92		1,551.92
09/11/2023	AP	BANK OF AMERICA NA N C MAYORS ASS REGISTRATION - NC MAYORS ASSOCIATION FALL MTG - J WEAVER - 9/20/23-9/21/23	58725	6011	100.00		1,651.92
09/11/2023	AP	BANK OF AMERICA NA HILTON ADVPUR LODGING- NC MAYORS ASSOCIATION FALL MTG- J WEAVER - 09/20/23	58727	6011	220.19		1,872.11
09/11/2023	AP	BANK OF AMERICA NA HILTON ADVPUR OCCUPANY TAX	58727	6011	13.21		1,885.32
10/11/2023	AP	BANK OF AMERICA NA SCHOOL OF GOVI SOCIAL MEDIA STRATEGIES/BEST PRACTICES - M BELL- 09/21/23	59002	6268	195.00		2,080.32
10/11/2023	AP	BANK OF AMERICA NA DOUBLETREE BY PARKING- MA YORS ASSN FALL MEETING - J WEAVER - 09/20/23	59262	6268	22.00		2,102.32
12/11/2023	AP	BANK OF AMERICA NA NC LEAGUE OF M NCLM TRAININGS - M BELL - 11/09/23	60208	6665	65.00		2,167.32
12/11/2023	AP	BANK OF AMERICA NA LGBTQ VICTORY INT'L LGBTQ LEADERS CONF - WASHINGTON, DC - M HUGHES - 11/30/23 - 12/02/23	60249	6665	250.00		2,417.32
12/11/2023	AP	BANK OF AMERICA NA AMERICAN AIRL AIRFARE - INT'L LGBTQ LEADERS CONF - WASHINGTON, DC - M HUGHES - 11/30/23 - 12/02/23	60250	6665	252.80		2,670.12
12/11/2023	AP	BANK OF AMERICA NA ALLIANZ TRAVEI AIRFARE INSURANCE - INT'L LGBTQ LEADERS CONF - WASHINGTON, DC - M HUGHES - 11/30/23 - 12/02/23	60251	6665	26.85		2,696.97
12/11/2023	AP	BANK OF AMERICA NA SCHOOL OF GOVI ESSENTIALS OF MUNICIPAL GOVERNMENT - M DARAB - 02/22/24	60350	6665	350.00		3,046.97
SUBTOTALS FOR ACCOUNT 10-10-4100-5300-080 :					3,046.97	0.00	

## Information Technology

- Completed Tyler Payment implementation for Financial Services.
- Significant progress made on the installation of the equipment for the audio improvements for the Annex Board Meeting Room during the week of December 18<sup>th</sup> – 22<sup>nd</sup>. Final installations and programming are scheduled for Wednesday, January 3<sup>rd</sup>.
- New KONICA Bizhubs for Town Hall, Town Hall Annex, and the Admin Building (Barn) are scheduled for installation and training on Wednesday, January 10<sup>th</sup> between 9 am – noon.
- Upgraded and configured new Verizon Broadband TCL Linkzone hotspots for police department use.

## Safety and Risk Management

- Inspections — Gold Park, Turnip Patch Park, Murray Street Park, Hillsborough Heights Park, Cates Creek Park, Utilities Department Meeting, Orange Grove Rd Excavation inspection, Public Works Department visit.
- Meetings – HR Team Meeting, Division Meeting, Safety Committee Meeting.
- Random drug screens — Completed 4th quarter drug screens random FMCA drug screens and completed random breathalyzer (Trial - Contracting collections).
- Safety Committee — Annual review and yearly summary.
- Safety equipment — Stocked/distributed/ordered safety gear generally and distributed updated safety wear and supplies.
- Other — Worked on employee training schedule, workers compensation claims, property and liability claims and general duties pertaining to the Highway 86 facility; collected fire extinguisher monthly check sheets. Prepared/repaired training equipment for January fire extinguisher training event.



## Public Works Report: December 2023

### Work Orders

7 completed within two days.

### Public Spaces

65 staff hours

### Stormwater Maintenance

20 linear feet, 12 staff hours.

### Inspections

1 Driveway Permits, 7 sidewalk inspections

### Special Events

Holiday Parade – 24 staff hours, Solstice Walk – 2 staff hours

### Training

3 Staff attended supervisor training.

### Cemetery

### Asphalt Repairs

2 Potholes

### Leaf Collection

41 Loads



TOWN OF  
HILLSBOROUGH

**Utilities Department Status Report for Jan. 2023 (covering Dec. 2023)**

PROJECT/CATEGORY	STATUS
WTP	The plant had its automatic transfer switch to its main generator replaced the week of 12/11. Staff prepared and managed the work well and no customer impacts were noted.
WWTP	Nothing to report.
West Fork of the Eno Reservoir	The reservoir is now around 47.5 feet with the recent rainfall. Phase II normal pool is 53 feet.
Water Restrictions	Due to recent rainfall, water withdrawal restrictions which were to Stage 2 were lifted!
Developments	<p>The town will be accepting the sewer and water systems remaining in Forest Ridge after additional documentation is provided by the developer. The town released Fiori Hill from its water and sewer warranty and that project is closed out.</p> <p>The Collins Ridge developer has only paid \$15,000 of its \$115,000 proffer. A meeting was held regarding future phases of the project while acceptance of Phase 1A continues to be requested. A solution to a retaining wall built in our easement is being considered.</p> <p>RTLP has received its state permits and encroachments to begin construction of the offsite water and sewer. An incentive agreement with the county will reimburse for the water line loop to New Grady Brown School Rd. This project will be the first to utilize our new method of the town providing the observation services to be reimbursed by the developer. The town solicited on-call third party firms for a multi-year contract and has selected five firms in which to utilize.</p> <p>Reviews are underway for Persimmon at Cates Creek – a multi-family project in Phase 1.</p> <p>Tryon III project seems closer to being constructed.</p> <p>The CDJR dealership has now had its water meter set and final inspections. The neighboring Aldi site has submitted as-built drawings and is going through the closeout and acceptance process.</p> <p>East Village at Meadowlands is under review. There are concerns with water pressure for this project that the engineer will need to address.</p>
Fiber Installs	Brightspeed is the third fiber vendor to want to install in town. An agreement is in draft and review.
Staffing	The mechanic supervisor position selection is in its final stages.

Backflow Code	Modifications recommended by Commissioner Darub are being evaluated by legal and will be brought forward at an upcoming meeting or workshop. Troy is contacting the impacted backflow installation owners regarding the reimbursement decision to first confirm if they will be seeking reimbursement.
Funding	BRIC grant kickoff with the state contact is January 17. We received comments from the state on the Lawndale SRF Engineering Report and are turning those around. The town selected ICF to assist with grant management on both BRIC and other grants.
Water and Sewer Advisory Committee (WSAC) Activities	Two out of town vacancies are open. The next meeting is in February. Jenn Sykes will continue as chair and Daniel Rawlins will be Vice Chair.