



**AGENDA**  
**TOWN OF STOKESDALE**  
**REGULAR TOWN COUNCIL MEETING**  
**8325 ANGEL-PARDUE ROAD**  
**STOKESDALE, NC 27357**  
**FEBRUARY 09, 2023 AT 7:00 PM**

**Available Venues to Watch/Attend:**

- a) Attend in Person at Stokesdale Town Hall in Council Chambers at 7 PM
- b) View Live Stream on Town of Stokesdale's YouTube Channel at 7 PM:  
[https://www.youtube.com/channel/UC1tJH7T0Q\\_56F\\_EDH6wljiA/live](https://www.youtube.com/channel/UC1tJH7T0Q_56F_EDH6wljiA/live)
- c) View & Participate (Citizen Comments) Virtually via Zoom at 7 PM:  
<https://us02web.zoom.us/j/83092685063?pwd=WfVhUfM3a093cENKtW1HMzZzY1VGZz09>  
Meeting ID: 830 9268 5063  
Passcode: 887860  
One-Tap Mobile: 1 646 876 9923

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- 1. Call to Order, Pledge of Allegiance, and Invocation.
  - 2. Review and Adopt the Agenda.
  - 3. Review and Adopt the Minutes: May 5, 2022 Special Called Budget Workshop; October 13, 2022. (delayed to later in the mtg. but failed to act on it in January)
  - 4. Public Safety Reports:
    - a) Stokesdale Fire Department
    - b) Guilford County Sheriff's Office
  - 5. Administrative Reports:
    - a) Administrative Report:
    - b) Planning Board:
    - c) Events Committee:
    - d) Property Committee:
      - Purchase a replacement refrigerator/freezer for kitchen at Town Hall
      - Discussion on leak in men's restroom
    - e) Town Park Improvement Committee:

6. **Financial Reports:**
  - a) **Finance/Budget Officer: Kimberly Thacker**
7. **Citizen's Comments from the Floor (3-Minute Limit per Speaker).**

**PUBLIC HEARINGS:**

8. **Rezoning Case # 22-12-PLBD-0031, 7577 Happy Hill Road, Kernersville, NC – Property is located on the west side of Happy Hill Road (SR 2032), approximately 1,740 feet north of the Monty Drive intersection, Guilford County Tax Parcel 164961. This is a request to rezone the subject property, which contains 10.158 acres and is located within the town limits of Stokesdale despite its Kernersville address, from AG, Agricultural, to RS-40, Single-Family Residential. The applicants upon any major development of the property intend to connect to Stokesdale's water system.**

**OLD BUSINESS:**

9. **Adoption of Internal Controls and Separation of Duties Policy. (Continued from January 12, 2023)**
10. **Discussion on Town of Stokesdale's IT Contract. (Continued from January 12, 2023)**

**NEW BUSINESS:**

11. **Discussion on Vendor to maintain Soccer Fields at Town Park.**
12. **Discussion and Approval of dates for Budget Workshops for FY23/24 budget.**
13. **Consideration of a Request for Proposal (RFP) for Audit Firms for FY 2022-2023 Financial Records.**
14. **Consideration of Appointment/Reappointment to the Planning Board. (2-year term to expire on 01/01/2025)**
15. **Adoption of Final Version of Stokesdale Planning Board Rules & Procedures.**
16. **Discussion and Approval of Interlocal Agreement: Guilford County Contract No. 90004963, American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds Agreement between Guilford County and Town of Stokesdale.**
17. **Consideration of a Job Description of part-time Administrative Assistant Position.**
18. **Consideration of a Proposal for Engineering Services for Plan Review and Intermittent Inspection with Hazen and Sawyer.**
19. **Council Comments.**

**20. Closed Session in accordance with § 143-318.11. Closed sessions.**

(a) Permitted Purposes. - It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required.

(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

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

**21. Adjournment.**

**ANNOUNCEMENTS:**

- **The Town of Stokesdale Town Planning Board will hold a meeting on February 21, 2023, at 7:00 PM inside the Town Hall Council Chambers, located at 8325 Angel-Pardue Road, Stokesdale, NC 27357.**
- **The Town of Stokesdale Town Council will hold a regular meeting on March 09, 2023, at 7:00 PM inside the Town Hall Council Chambers, located at 8325 Angel-Pardue Road, Stokesdale, NC 27357.**



**MINUTES  
TOWN OF STOKESDALE  
SPECIAL CALLED BUDGET WORKSHOP MEETING  
8325 ANGEL PARDUE ROAD  
STOKESDALE, NC 27357  
May 5, 2022 AT 7:00 PM**

Member's present were: Mayor Mike Crawford, Mayor Pro-Tem Derek Foy, Council Members: Jimmy Landreth, Tim Jones, Finance and Budget Officer Kim Thacker, and Town Clerk Dale Martin. Absent: Councilman Jim Rigsbee

**1. Call To Order**

Mayor Mike Crawford called the meeting to order.

**2. Pledge of Allegiance and Invocation.**

Mayor Crawford led the Pledge of Allegiance and Councilman Tim Jones delivered the invocation.

**3. Review and Adopt the Agenda.**

Mayor Pro Tem Derek Foy requested item 5b be added to discuss the Schedule of Fees. Councilman Jones reminded Council that this is a special called meeting and only items listed on the agenda are permitted. Mayor Pro Tem Foy agreed.

Councilman Jimmy Landreth made a **Motion** to adopt the agenda as presented. Councilman Jones seconded the motion.

<b>Mayor Crawford</b>	<b>Aye</b>	<b>Mayor Pro Foy</b>	<b>Aye</b>
<b>Councilman Landreth</b>	<b>Aye</b>	<b>Councilman Jones</b>	<b>Aye</b>
<b>Councilman Rigsbee</b>	<b>Aye</b>		

**Motion carried.**

**4. Citizen Comments.**

None presented.

**5. Review and Approve Resident's Letter from GFL regarding Solid Waste/Recycling Service.**

Councilman Jimmy Landreth made a **Motion** to approve the letter from GFL as written regarding the Solid Waste/Recycling Services. Councilman Jones seconded the motion.

Mayor Pro Tem Foy recommended that the letter be dated.



Councilman Landreth amended his motion to add a date to the letter, and Councilman Jones agreed to the amendment.

<b>Mayor Crawford</b>	<b>Aye</b>	<b>Mayor Pro Foy</b>	<b>Aye</b>
<b>Councilman Landreth</b>	<b>Aye</b>	<b>Councilman Jones</b>	<b>Aye</b>
<b>Councilman Rigsbee</b>	<b>Aye</b>		

**Motion carried.**

#### **6. Discussion on 2022-2023 Annual Budget.**

Mayor Pro Tem Foy stated that he believes Council has all the issues ironed out and asked how Council would like to proceed with discussing the budget. Council did not want to go line item by line item again but opened it up for questions or discussion on a particular line item.

Mrs. Kim Thacker stated that she also feels good about the budget and noted changes to the contingency appropriations line item. She stated that we currently have a balanced budget and explained the minor adjustments made to accommodate a surplus in both the general fund and water fund.

Councilman Jones expressed a concern with having a narrow history when comparing line items. He was also concerned with the large property tax increase being imposed on Stokesdale residents this year and while we can't worry about a few dollars we need to be able to compare the budget to previous years.

Mayor Pro Tem Foy explained the change in line-item titles and the number of line items that was made a few years ago and noted some of the titles that were changed. He noted a change in some line items that were combined and the challenge they may pose in comparing line item to line item. He also noted the HVAC system expenditure that is included in this year's budget but may not be spent prior to June 30 but will be spent next year. That expenditure is not included in next year's budget.

Mayor Pro Tem Foy then noted that the Town received some Covid money which was spent on technology used here in the council chambers, he noted an increase in maintenance costs due to having to replace HVAC units in Town Hall. He noted that more units are on order and may not be spent out of the current year's budget. He noted that we have used past history and the current contracts we have in place to make this year's projections.

Mayor Pro Tem Foy acknowledged challenges in the past when it came to the Town's finances. He stated that he has full confidence that what we have now is accurate and noted the low number of budget amendments as evidence of that. He again stated that he feels good about the budget that the Council has put together.

Councilman Jones stated that he has looked at this several time and doesn't have any huge issues but is still nervous with our short budget history.

Councilman Landreth stated that he also feels good about the information we have put together. He noted that Council went line item by line item to come up with this budget.

Council then discussed the Engineer and Consulting line item at \$15,000 and the repairs and maintenance line item at \$35,000 in the water fund. Council felt that \$35,000 was sufficient for maintenance and repair but not comfortable with Engineering line item.

Council discussed the expenses included in the water line/meter installation/general repair category. It was then suggested that the title for water line/meter installation/general repair be changed to water general repairs.

Council discussed the amount needed for Engineering Services and \$20,000 was a comfortable number.

Mayor Pro Tem Foy made a **Motion** to decrease line item 13008 water line/meter installation/general repair line item to \$15,000 and increase line item 12003 Engineering and Infrastructure to \$35,000 and to change the name of water line/meter installation/general repair to Water General Repair.

Councilman Jones seconded the motion.

<b>Mayor Crawford</b>	<b>Aye</b>	<b>Mayor Pro Foy</b>	<b>Aye</b>
<b>Councilman Landreth</b>	<b>Aye</b>	<b>Councilman Jones</b>	<b>Aye</b>
<b>Councilman Rigsbee</b>	<b>Aye</b>		

**Motion carried.**

Mayor Pro Tem Foy then asked Mrs. Thacker to give the exact amount the Town will receive through the American Rescue Funds (ARP). Mrs. Thacker stated that the town received \$362,737.50 in July and a total \$725,479.00 will be received after the second distribution is sent out. Mayor Pro Tem Foy stated that these funds are to be used for specific uses such as sewer, water, or broadband infrastructure. He noted challenges by small towns that didn't have water or sewer but had this chunk of money but no way to spend it. The Federal Government implemented some changes to allow these funds to be spent on park improvements. He stated that he would like to use this money to make capital improvements in the town park. He recommended these funds be placed in the budget under capital improvements for the town park and how these funds are to be spent will be discussed by Council at a later time. He stated that these funds should be shown in the budget.

Mayor Pro Tem Foy stated that he could recommend in good faith that this full amount be spent on the park since we have the \$1.14 million dollars available to use from the other grant money received. He stated that we have a lot of citizens not on our water system and that all citizens would benefit from park improvements. It is rare that we have this much money that must be spent or sent back to federal government. The deadline to encumber these funds is December of 2024 and spent by December 2026.

Councilman Landreth asked if we have to spend the funds? He expressed concern that if something big were to happen with the water system for example and we needed to spend those funds on repairs. Mayor Pro Tem Foy stated that he could be wrong but believes these funds have to be spent on capital projects and could not be used for an emergency situation. Councilman Landreth wanted to clarify that we are not voting tonight to spend this money. It was stated that this is not a vote on spending this money but to simply get these funds in the budget.

Councilman Jones stated that he understands his enthusiasm about our park; however, our highest priority is the Town's water system and noted some ways these funds could be used to improve and expand the water system. He added that he would be ok with spending money on the park but would want a plan and a goal in place.

Councilman Jones mentioned a grant received by the Town to address some contaminated area in town but was not comfortable that it had been taken care of in the past. He suggested that this be looked at again and possibly placed on a future regular agenda for Council. Councilman Landreth stated that he would like to know if we still have a problem. Mayor Pro Tem Foy stated that this was well communicated in the past and that many may be hearing this for the first time.

Mayor Pro Tem Foy again stated that he would like to see the Town spend the ARP funds on the town park and the \$1.1 grant money on the water system. Several Council members wanted to have a wish list and a plan in place on how these funds would be spent. It was noted that the town needs a capital improvement plan for the Town in addition to the one done by Hazen and Sawyer for the water system.

Mayor Pro Tem Foy made a **Motion** to include the \$362,737.50 American Rescue Plan funds in the budget, s separate line item for ARP grant funds; to increase park investment by that amount to stay in balance.

He suggested the Town explore the best ways this money could be spent.

Councilman Jones seconded the motion.

<b>Mayor Crawford</b>	<b>Aye</b>		<b>Mayor Pro Foy</b>	<b>Aye</b>
<b>Councilman Landreth</b>	<b>Aye</b>		<b>Councilman Jones</b>	<b>Aye</b>
<b>Councilman Rigsbee</b>	<b>Aye</b>			

**Motion** by Councilman Jones to amend the budget message to include a limited services government and a council-mayor form of government, not manager-council form of government, to add that citizens are served by the Town of Stokesdale Fire Department. He added a statement that the Town of Stokesdale has not received sales tax money since (staff to fill in year).

Mayor Pro Tem Foy seconded the motion.

<b>Mayor Crawford</b>	<b>Aye</b>		<b>Mayor Pro Foy</b>	<b>Aye</b>
<b>Councilman Landreth</b>	<b>Aye</b>		<b>Councilman Jones</b>	<b>Aye</b>
<b>Councilman Rigsbee</b>	<b>Aye</b>			

**Motion carried.**

Mrs. Thacker asked if Council would consider noting the ARP funds in the budget message. By consensus it was agreed to include in the message.

## **7. Citizen Comments.**

### **Council Comments:**

Mayor Pro Tem Foy wished everyone a great weekend and a Happy Mother's Day.

Councilmember Landreth reminded everyone of the importance of an upcoming vote on sales tax and bonds.

Councilman Jones expressed appreciation for all mothers and wished them a Happy Mother's Day and thanked the one citizen for staying at the meeting.

Mayor Crawford also wished everyone a Happy Mother's Day wished the Town's Deputy Clerk Robin Yount well as she leaves employment with the Town.

## **8. Adjournment.**

Councilman Jones made a **Motion** to adjourn the meeting. Councilman Landreth seconded the motion.

<b>Mayor Crawford</b>	<b>Aye</b>		<b>Mayor Pro Foy</b>	<b>Aye</b>
<b>Councilman Landreth</b>	<b>Aye</b>		<b>Councilman Jones</b>	<b>Aye</b>
<b>Councilman Rigsbee</b>	<b>Aye</b>			

**Motion carried.**

Being no further business to come before Council, the meeting was adjourned at 8:37 pm.

Approved: \_\_\_\_\_

\_\_\_\_\_  
Michael E. Crawford, Mayor

ATTEST:

\_\_\_\_\_  
Dale F. Martin, Town Clerk

# Town of Stokesdale

## Balance Sheet

Jan-23

	Total	Interest %	Mature Date
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Bank Accounts</b>			
American Rescue Plan Act (ARPA) - Fidelity Bank -7869	723,965.00	0.00%	
Bank of Oak Ridge Checking (Money Market)	23,395.81	1.4900%	As of 12/01/2022
<b>Bank of Oak Ridge-CDARS</b>			
CDAR - Acct # 1025707377	270,315.89	0.16986%	3/2/2023
CDAR- Acct#1026227972	279,710.69	0.29954%	3/2/2023
CDAR- Acct#1026317432	632,326.58	1.24226%	3/30/2023
CDAR - Acct #1026317459	53,565.93	1.24226%	3/30/2023
CDAR - Acct# 1026715802	314,192.45	3.6816%	1/25/2024
CDAR - Acct# 1025707369	171,597.79	0.16986%	3/2/2023
CDAR - Acct# 1026156862	139,694.09	0.24968%	2/9/2023
CDAR- Acct# 1026249895	431,582.73	0.29954%	3/9/2023
CDAR - Acct#1026529812	45,417.97	2.95601%	11/30/2023
CDAR - Acct#1026529839	49,757.87	2.95601%	11/30/2023
CDAR -Acct# 1026456246	179,337.65	2.71296%	11/9/2023
<b>Total Bank of Oak Ridge-CDARS</b>	<b>\$ 2,567,499.64</b>		
Fidelity Bank - 002762	267,651.16	0.05%	
Petty Cash	150.00	0.00%	
<b>Total Bank Accounts</b>	<b>\$ 3,582,661.61</b>		
<b>Accounts Receivable</b>			
Salary & F.I.C.A. Due from Water Enterprise	530.35		
Sales Tax 2022-2023	437.24		
Water Enterprise Reimbursement	17,196.42		
<b>Total Accounts Receivable</b>	<b>\$ 17,726.77</b>		
<b>Total Current Assets</b>	<b>\$ 3,600,388.38</b>		
<b>TOTAL ASSETS</b>	<b>\$ 3,600,388.38</b>		
<b>LIABILITIES</b>			
<b>Other Current Liabilities</b>			
American Rescue Plan Act (ARPA)	723,965.00		
Accounts Payable	5,561.51		
<b>Total Other Current Liabilities</b>	<b>\$ 729,526.51</b>		
<b>Total Current Liabilities</b>			
<b>Total Liabilities</b>	<b>\$ 729,526.51</b>		
<b>EQUITY</b>			
Open Balance Equity	2,512,844.53		
Reserved for Specific Purpose (Public Safety)	23,500.00		
Stabilization by State Statute	92,794.00		
Net Revenue	241,723.34		
<b>Total Equity</b>	<b>\$ 2,870,861.87</b>		
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 3,600,388.38</b>		

# **Town of Stokesdale** **Budget vs. Actuals: FY2023**

Jan-23

	Actual	Budget	over Budget	% of Budget
<b>Section A: Income</b>				
American Rescue Plan - ARP	362,737.50	362,737.50	0.00	100.00%
Beer & Wine Excise Tax	0.00	21,000.00	-21,000.00	0.00%
Contributions & Donations - Parade	5,375.00	2,000.00	3,375.00	268.75%
Greensboro-Jamestown Profit Share	1,106.91	20,000.00	-18,893.09	5.53%
Investment Earnings	7,334.57	5,000.00	2,334.57	146.89%
Miscellaneous	592.00	1,000.00	-408.00	59.20%
Planning & Zoning Fees	7,503.95	35,000.00	-27,496.05	21.44%
Small Town Development Grant	0.00	50,000.00	-50,000.00	0.00%
State Collected Revenues (Utilities)	62,360.33	295,000.00	-232,639.67	21.14%
Town Hall & Park Facility Rentals	335.00	3,000.00	-2,665.00	11.17%
<b>Total Income</b>	<b>\$ 447,345.26</b>	<b>\$ 794,737.50</b>	<b>\$ -347,392.24</b>	<b>56.29%</b>
Gross Profit	<b>\$ 447,345.26</b>	<b>\$ 794,737.50</b>	<b>\$ -347,392.24</b>	<b>56.29%</b>
<b>Section B: Expenses</b>				
10000 - Capital Outlays			0.00	
10100 - Park Investment	2,010.00	412,737.50	-410,727.50	0.49%
<b>Total 10000 - Capital Outlays</b>	<b>\$ 2,010.00</b>	<b>\$ 412,737.50</b>	<b>\$ -410,727.50</b>	<b>0.49%</b>
20000 - Cultural & Recreational			0.00	
20100 - Events Fund/Community Day	4,104.97	7,500.00	-3,395.03	54.73%
20300 - Park Electrical, Repairs, Cleaning, Lighting	2,074.16	6,000.00	-3,925.84	34.57%
<b>Total 20000 - Cultural &amp; Recreational</b>	<b>\$ 6,179.13</b>	<b>\$ 13,500.00</b>	<b>\$ -7,320.87</b>	<b>45.77%</b>
30000 - Economic & Physical Development				
Planning & Zoning				
30100 - Advertising - Planning & Zoning	305.40	6,500.00	-6,194.60	4.70%
30200 - Planning Fees - Planning & Zoning	12,500.00	25,000.00	-12,500.00	50.00%
<b>Total Planning &amp; Zoning</b>	<b>\$ 12,805.40</b>	<b>\$ 31,500.00</b>	<b>\$ -18,694.60</b>	<b>40.65%</b>
<b>Total 30000 - Economic &amp; Physical Development</b>	<b>\$ 12,805.40</b>	<b>\$ 31,500.00</b>	<b>\$ -18,694.60</b>	<b>40.65%</b>



Budget vs Actual January 23

40000 - General Administrative Expense				0.00					
40100 - Administrative Expenses, & Fees, Education	2,588.00	5,000.00	-2,412.00	51.76%					
40200 - Advertising (not zoning related)	0.00	1,000.00	-1,000.00	0.00%					
40300 - Membership & Dues	8,360.50	10,000.00	-1,639.50	83.61%					
40400 - Travel & Conferences	315.54	2,000.00	-1,684.46	15.78%					
40500 - Town Hall Repairs & Maintenance	23,386.35	35,000.00	-11,613.65	66.82%					
40600 - Office Equipment Purchase/Repair	2,179.44	7,000.00	-4,820.56	31.13%					
40700 - Housekeeping, Printing, Office Supplies & Software	12,204.10	20,000.00	-7,795.90	61.02%					
40800 - Postage	567.85	1,000.00	-432.15	56.79%					
40900 - Insurance, Bonding, Workers Comp _	8,559.04	9,000.00	-440.96	95.10%					
41000 - Lawn/Outdoor Maintenance	24,400.00	47,000.00	-22,600.00	51.91%					
70100 - Town Hall Electricity	6,075.12	14,000.00	-7,924.88	43.39%					
70200 - Internet/Phone	5,912.13	11,200.00	-5,287.87	52.79%					
70300 - Security/Alarm	972.00	3,500.00	-2,528.00	27.77%					
70400 - IT Security & Website Design	3,166.33	8,000.00	-4,833.67	39.58%					
Total 40000 - General Administrative Expense	\$ 98,686.40	\$ 173,700.00	\$ -75,013.60	56.81%					
60000 - Legal & Professional Services			0.00						
60200 - Audit	14,555.00	14,555.00	0.00	100.00%					
60300 - Legal & Professional - Attorney	16,503.61	35,445.00	-18,941.39	46.56%					
Total 60000 - Legal & Professional Services	\$ 31,058.61	\$ 50,000.00	\$ -18,941.39	62.12%					
80000 - Payroll Expenses			0.00						
80100 - F.I.C.A.	8,150.33	15,315.30	-7,164.97	53.22%					
80200 - Mileage Reimbursement	132.51	200.00	-67.49	66.26%					
80300 - Payroll Processing Fees	1,359.88	2,300.00	-940.12	59.13%					
80400 - Town Hall Staff Salaries	86,818.95	165,400.00	-78,581.05	52.49%					
80500 - Health Insurance	5,190.35	19,200.00	-14,009.65	27.03%					
80501 - State Retirement	5,412.81	10,500.00	-5,087.19	51.55%					
80600 - Stipends-Council Expense	21,339.45	34,800.00	-13,460.55	61.32%					
Total 80000 - Payroll Expenses	\$ 128,404.28	\$ 247,715.30	\$ -119,311.02	51.84%					
90000 - Public Safety			0.00						
90100 - Fire Inspections & Investigations	3,465.50	10,000.00	-6,534.50	34.66%					
90200 - Guilford County / Animal Control Service	8,107.00	16,800.00	-8,693.00	48.26%					
Total 90000 - Public Safety	\$ 11,572.50	\$ 26,800.00	\$ -15,227.50	43.18%					
90500 - Contingency Appropriations		3,474.81	-3,474.81	0.00%					

Budget vs Actual January 23

Total Expenses	\$	290,716.32	\$	959,427.61	-\$	668,711.29	30.30%
Net Operating Income	\$	156,628.94	-\$	164,690.11	\$	321,319.05	-95.11%
<b>Section C: Reduction in GF Expenses from WE Fund Reimbursement</b>							
40600 - Office Equipment Purchase/Repair		(1,155.10)		(3,710.00)		-2,554.90	31.13%
40700 - Housekeeping, Printing, Office Supplies & Software		(6,468.17)		(10,600.00)		-4,131.83	61.02%
40900 - Insurance, Bonding, Workers Comp		(4,536.29)		(4,770.00)		-233.71	95.10%
70100 - Town Hall Electricity		(3,219.81)		(7,420.00)		-4,200.19	43.39%
70200 - Internet/Phone		(3,133.43)		(5,936.00)		-2,802.57	52.79%
70300 - Security/Alarm		(515.16)		(1,855.00)		-1,339.84	27.77%
70400 - IT Security & Website Design		(1,678.15)		(4,240.00)		-2,561.85	39.58%
60200 - Audit		(7,714.15)		(7,714.15)		0.00	100.00%
80100 - F.I.C.A.		(4,319.67)		(8,117.11)		-3,797.43	53.22%
80300 - Payroll Processing Fees		(720.74)		(1,219.00)		-498.26	59.13%
80400 - Town Hall Salaries		(46,014.04)		(87,662.00)		-41,647.96	52.49%
80500 - Health Insurance		(2,750.89)		(10,176.00)		-7,425.11	27.03%
80501 - State Retirement		(2,868.79)		(5,565.00)		-2,696.21	51.55%
99000 - Water Enterprise Reimbursement -		(85,094.40)		(158,984.26)		-73,889.85	53.52%
Total Water Reimbursement		(85,094.40)		(5,705.85)			
Total General Fund Actual vs Budget Expenses	\$	205,621.92	\$	800,443.35	\$	(594,821.44)	25.69%
Net Income	\$	241,723.34			\$	247,429.20	

General Fund - January 2023

General Fund  
Checking/Debits/Deposits

Jan-23

Transaction		Num	Name	Memo/Description	Amount	Balance
Date	Type					
Beginning Balance						288,773.78
01/04/2023	Expenditure	ACH	Blue Cross & Blue Shield	January Draft - did not have insurance through BCBS - they will refund this same amount by the end of the month -	-1,383.98	287,389.80
01/05/2023	Expenditure	ACH	NCLM	Dental/Vision/ST Disability	-77.00	287,312.80
01/06/2023	Expenditure	ACH		ADP PAYROLL FEES ADP ACH	-91.02	287,221.78
01/09/2023	Expenditure	ACH		COLONIAL LIFE INS. P ACH Pris -	-43.66	287,178.12
01/09/2023	Deposit			Restitution for vandalism bathroom at Town Park	265.00	287,443.12
01/12/2023	Expenditure	ACH		Staff/Council Net Pay	-5,501.94	281,941.18
01/12/2023	Expenditure	ACH		FICA - Fed - NC Employee/Employer	-1,999.59	279,941.59
01/13/2023	Check	50028		Tim Jones - Net Pay	-234.43	279,707.16
01/16/2023	Bill Payment (Check)	6293	Carolina Digital Phone		-30.00	279,677.16
01/16/2023	Bill Payment (Check)	6292	BB&T Financial, FSB		-541.92	279,135.24
01/16/2023	Bill Payment (Check)	6295	Excellence Lawncare & Landscaping	Lawncare Maintenance	-2,000.00	277,135.24
01/16/2023	Bill Payment (Check)	6296	Great American Financial Services	Monthly Lease from Sharpe Invoice #33158346	-181.74	276,953.50
01/16/2023	Bill Payment (Check)	6297	Guilford County Finance Department	Animal Control / Fire & Inspection	-6,492.50	270,461.00
01/16/2023	Bill Payment (Check)	6298	JNA Signs	Nametags for Staff/Council	-110.01	270,350.99
01/16/2023	Bill Payment (Check)	6299	Ms. Whitney Woody	Monthly Cleaning	-480.00	269,870.99
01/16/2023	Bill Payment (Check)	6300	Rouse, Rouse, Penn & Rouse, L.L.P.	FY22 - Audit	-14,555.00	255,315.99
01/16/2023	Bill Payment (Check)	6301	Spectrum Business	Monthly Services	-813.41	254,502.58
01/16/2023	Bill Payment (Check)	6302	Tate X. Halvorsen	Replace checks/ Did not receive in mail	-462.00	254,040.58
01/16/2023	Bill Payment (Check)	6303	Total Computer Solutions	Monthly Monitoring - Repairs/Etc	-585.33	253,455.25
01/16/2023	Bill Payment (Check)	6294	Duke Energy		-1,577.90	251,877.35
01/16/2023	Bill Payment (Check)	6291	ASCAP	Annual Fees -	-420.00	251,457.35

General Fund - January 2023

01/17/2023	Deposit			Atlantic Contracting Company, Inc.		3,300.00	254,757.35
01/20/2023	Expenditure	ACH		ADP ACH Payment ADP PAYROLL FEES ADP FEES 927127141287R07		-91.02	254,666.33
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		21.30	254,687.63
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		21.30	254,708.93
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		257.16	254,966.09
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		16.39	254,982.48
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		16.39	254,998.87
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		197.81	255,196.68
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		21.30	255,217.98
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		21.30	255,239.28
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		257.16	255,496.44
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		197.81	255,694.25
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		16.39	255,710.64
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		16.39	255,727.03
01/24/2023	Payment		Water Enterprise Account	Shared Overhead Reimbursement from Water Enterprise		13,253.94	268,980.97
01/24/2023	Payment		Water Enterprise Account	Shared Overhead Reimbursement from Water Enterprise		10,203.17	279,184.14
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		257.16	279,441.30
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		21.30	279,462.60
01/24/2023	Payment		Water Enterprise Account	Reimbursement for Gary's Salary & FICA		21.30	279,483.90
01/25/2023	Check	50029	Tim Jones	Tim Jones - Stipend (Net Pay)		-234.43	279,249.47
01/25/2023	Bill Payment			January Monthly Service Fee		-40.00	279,209.47
01/25/2023	(Check)	6306	Kallam Exterminators, Inc.	Annual Dues through 03/31/2024 ID#45775		-210.00	278,999.47
01/25/2023	Bill Payment		International Institute of Municipal				
01/25/2023	(Check)	6305	Clks	Field Maintenance - 4th qtr		-3,000.00	275,999.47
01/25/2023	Bill Payment		Hunter Enterprises	Monthly Service		-102.00	275,897.47
01/25/2023	(Check)	6307	Sentry Watch, Inc	Net Pay Staff/Council		-6,243.79	269,653.68
01/26/2023	Expenditure	ACH		FICA - Federal NC Employee/Employer		-2,271.31	267,382.37
01/26/2023	Expenditure	ACH		Refund for January premiums		1,383.98	268,766.35
01/27/2023	Deposit			Restitution for bathroom vandalism		265.00	269,031.35
01/30/2023	Deposit			Interest Earned Checking		12.04	269,043.39
01/31/2023	Deposit			BCBS - February Premiums		-1,392.23	267,651.16
01/31/2023	Expenditure	ACH	Blue Cross & Blue Shield			<u>-1,392.23</u>	
						<u>-</u>	<u>21,122.62</u>

# Water Enterprise Account

## Balance Sheet

As of January 31, 2023

	Total	Interest %	Mature Date
<b>ASSETS</b>			
<b>Current Assets</b>			
<b>Bank Accounts</b>			
<b>Bank Of Oak Ridge CDARS</b>			
CDAR - Acct# 1026529731	250,178.06	2.95601%	11/30/2023
CDAR - Acct# 1026480864	74,824.48	2.71296%	11/6/2023
CDAR - Acct# 1026433319	116,647.27	1.24226%	5/4/2023
CDAR - Acct# 1026529847	60,932.30	2.95601%	11/30/2023
<b>Total Bank Of Oak Ridge CDARS</b>	<b>\$ 502,582.11</b>		
<b>Capital Reserve Fund - CRF (0345)</b>	<b>193,264.20</b>	<b>0.05%</b>	
<b>Fidelity-Water Enterprise (0504)</b>	<b>640,493.10</b>	<b>0.05%</b>	
<b>NCCMT</b>	<b>532,492.41</b>		
<b>Regular Savings (0403)</b>	<b>45,057.83</b>	<b>0.02%</b>	
<b>Total Bank Accounts</b>	<b>\$ 1,913,889.65</b>		
<b>Accounts Receivable</b>			
<b>AR- Water Sales</b>			
Active - 90+Days Past Due	31,983.26	Includes January billing	
Inactive - 90+Days Past Due	0.00	0 Account	
	6,114.63	24 Accounts	
<b>Sales Tax Refund 2022-2023</b>	<b>270.00</b>		
<b>Total Accounts Receivable</b>	<b>\$ 38,367.89</b>		
<b>Non-Current Assets</b>			
<b>Land and Other Nondepreciable Assets</b>	<b>8,500.00</b>		
<b>Other Capital Assets, Net of Depreciation</b>	<b>2,724,538.00</b>		
<b>Total Non-Current Assets</b>	<b>\$ 2,733,038.00</b>		
<b>TOTAL ASSETS</b>	<b>\$ 4,685,295.54</b>		
<b>LIABILITIES</b>			
<b>Accounts Payable</b>			
<b>Water Reimbursement due to General Fund</b>	<b>17,196.42</b>		
<b>Payroll due to General Fund Account</b>	<b>530.35</b>		
<b>Total Accounts Payable</b>	<b>\$ 17,726.77</b>		
<b>Other Current Liabilities</b>			
<b>Water Deposits Refundable</b>	<b>30,627.79</b>		
<b>Total Other Current Liabilities</b>	<b>\$ 30,627.79</b>		
<b>Total Current Liabilities</b>	<b>\$ 48,354.56</b>		
<b>TOTAL LIABILITIES</b>	<b>\$ 48,354.56</b>		
<b>EQUITY (Net Positions:)</b>			
<b>Capital Reserve Fund - SDF Fees (Restricted)</b>	<b>183,141.00</b>		
<b>Net Investment in Capital Assets</b>	<b>2,733,038.00</b>		
<b>Unrestricted</b>	<b>1,797,964.83</b>		
<b>Net Income</b>	<b>19,506.27</b>		
<b>TOTAL EQUITY (NET POSITION)</b>	<b>\$ 4,733,650.10</b>		

# Water Enterprise Account

## Budget vs. Actuals: FY 23

	31-Jan Actual	Budget	over Budget	% of Budget
<b>Section A: Income</b>				
Backflow Preventer Fees	0.00	1,500.00	-1,500.00	0.00%
Investment Income	12,066.67	17,000.00	-4,933.33	70.98%
Taps & Connection Fee	8,000.00	15,000.00	-7,000.00	53.33%
Water Capacity Fees	15,000.00	60,000.00	-45,000.00	25.00%
Water Sales	337,485.39	600,000.00	-262,514.61	56.25%
Damage Penalties/Meter Reading	455.00	1,500.00	-1,045.00	30.33%
Late Fees	842.17	2,500.00	-1,657.83	33.69%
Transfer from Fund Balance	0.00	0.00		
House Bill 436	0.00	1,154,081.75	-1,154,081.75	0.00%
<b>Total Income</b>	<b>\$ 373,849.23</b>	<b>\$ 1,851,581.75</b>	<b>\$ -1,477,732.52</b>	<b>20.19%</b>
11000- Water Purchase	112,297.66	210,000.00	-97,702.34	53.48%
<b>Total Water Purchase</b>	<b>\$ 112,297.66</b>	<b>\$ 210,000.00</b>	<b>\$ -97,702.34</b>	<b>53.48%</b>
<b>Expenses</b>				
12000 - Administrative				
12001 - Bond & Insurance	0.00	1,000.00	-1,000.00	0.00%
12002 - Contract Operation	27,577.12	105,000.00	-77,422.88	26.26%
12003 -Engineering Consultation Fees	35,526.25	40,000.00	-4,473.75	88.82%
12004 - Dues & subscriptions	2,774.94	6,800.00	-4,025.06	40.81%
12005 - ORC Gary Matchunis	8,000.00	16,000.00	-8,000.00	50.00%
12006 - Postage	2,600.00	6,000.00	-3,400.00	43.33%
12008 - F.I.C.A. Expense	298.23	765.00	-466.77	38.98%
12009 - Mileage Reimbursement	837.69	2,000.00	-1,162.31	41.88%
12010 - Salaries	3,898.44	10,000.00	-6,101.56	38.98%
<b>Total 12000 - Administrative &amp; Payroll Expenses</b>	<b>\$ 81,512.67</b>	<b>\$ 187,565.00</b>	<b>\$ -106,052.33</b>	<b>43.46%</b>
13000 - Repairs & Maintenance				
13002 - Chemicals	0.00	700.00	-700.00	0.00%
13003 - Chlorinator Maintenance	0.00	4,000.00	-4,000.00	0.00%
13004 - Electricity Chlorinator Utilities	321.12	550.00	-228.88	58.39%



WE Budget vs Actual Jan23

13006 - Marking Water Lines 811	186.25	1,000.00	-813.75	18.63%
13007 - Supplies/Water Hydrant Maintenance	0.00	5,000.00	-5,000.00	0.00%
13008 - Water Line/Meter Installation/Gen Repair	8,735.81	15,000.00	-6,264.19	58.24%
13009 - Water Tank Maintenance	0.00	1,000.00	-1,000.00	0.00%
13010 - Water Testing	1,755.10	4,000.00	-2,244.90	43.88%
Water Lines and General Repairs				
Total 13000 - Repairs & Maintenance	\$ 10,998.28	\$ 31,250.00	\$ -20,251.72	35.19%
14000 - Water Capital			0.00	
14002 - Transfer to Capital Reserve Fund (CRF)	15,000.00	60,000.00	-45,000.00	25.00%
Total 14000 - Water Capital	\$ 15,000.00	\$ 60,000.00	\$ -45,000.00	25.00%
16000 - Meters			0.00	
16001 - Electronic Water Meters Changeout	0.00	25,000.00	-25,000.00	0.00%
16002 - Electronic Water Meters New Construction	10,895.60	20,000.00	-9,104.40	54.48%
Total 16000 - Meters	\$ 10,895.60	\$ 45,000.00	\$ -34,104.40	24.21%
17000 - Contingency Appropriations	0.00	4,994.89	-4,994.89	0.00%
*House Bill 436		1,154,081.75	-1,154,081.75	0.00%
15000 - Over Head Reimbursement Expense to General Fund				
15001 - Office Equipment Purchase/Repair	1155.10	3,710.00	-2,554.90	31.13%
15002 - Housekeeping, Printing, Office Supplies & Software	6468.17	10,600.00	-4,131.83	61.02%
15003 - Insurance, Bonding, Workers Comp	4536.29	4,770.00	-233.71	95.10%
15005 - Audit	7714.15	7,420.00	294.15	103.96%
15006 - Town Hall Electricity	3219.81	7,420.00	-4,200.19	43.39%
15007 - Internet/Phone	3133.43	5,936.00	-2,802.57	52.79%
15008 - Security/Alarm	515.16	1,855.00	-1,339.84	27.77%
15009 - IT Security & Website Design	1678.15	4,240.00	-2,561.85	39.58%
15010 - F.I.C.A.	4319.67	8,117.11	-3,797.44	53.22%
15011 - Payroll Processing Fees	720.74	1,219.00	-498.26	59.13%
15012 - Town Hall Salaries	46014.04	87,662.00	-41,647.96	52.49%
15013 - Health Insurance	2750.89	10,176.00	-7,425.11	27.03%
15014 - State Retirement	2868.79	5,565.00	-2,696.21	51.55%
55000 - Reimbursement to General Fund (Expense)	85,094.39	158,690.11	-73,595.72	53.62%
Total Expenses	315,798.60	1,851,581.75	-1,535,783.15	17.06%

Water Enterprise  
Checks Debits Deposits

Water Enterprise  
Checks Debits Deposits  
31-Jan-22

Date	Transaction Type	Num	Name	Memo/Description	Clr	Amount	Balance
Beginning Balance							637,261.86
01/03/2023	Deposit				R	175.00	637,436.86
01/04/2023	Deposit				R	2,541.28	639,978.14
01/04/2023	Deposit				R	227.18	640,205.32
01/05/2023	Deposit				R	351.96	640,557.28
01/05/2023	Deposit				R	1,859.80	642,417.08
01/06/2023	Deposit				R	2,097.97	644,515.05
01/06/2023	Deposit				R	188.75	644,703.80
01/09/2023	Deposit				R	116.93	644,820.73
01/09/2023	Deposit			Transfer Capacity Fees to CRF account (0345)	R	-3,000.00	641,820.73
01/09/2023	Deposit				R	6,607.79	648,428.52
01/09/2023	Deposit				R	432.30	648,860.82
01/10/2023	Deposit				R	809.06	649,669.88
01/10/2023	Deposit				R	180.35	649,850.23
01/10/2023	Deposit				R	85.57	649,935.80
01/11/2023	Deposit				R	2,965.80	652,901.60
01/13/2023	Deposit				R	77.45	652,979.05
01/13/2023	Deposit				R	438.53	653,417.58
01/13/2023	Deposit				R	332.19	653,749.77
01/16/2023	Bill Payment (Check)	5779	Disney Construction Co	8004 Honkers Hollow Dr, Lot 83		-24.50	653,725.27
01/16/2023	Bill Payment (Check)	5780	Mr. Nicholas A. Vece	7858 NC Hwy 68		-57.48	653,667.79
01/16/2023	Bill Payment (Check)	5781	Ms. Heather Allen	7700-A Notee's Lane		-171.77	653,496.02
01/16/2023	Bill Payment (Check)	5782	Town of Stokesdale	Gary's Salary & FICA (Employer)			
01/16/2023	Bill Payment (Check)	5778	Energy United	Reimbursement to General Fund for split allocation - November - December	R	-24,817.57	628,678.45
01/16/2023	Bill Payment (Check)	5786	North Carolina 811, Inc.	Invoice #143672	R	-51.33	628,627.12
01/16/2023	Bill Payment (Check)					-30.70	628,596.42

# Water Enterprise

## Checks Debits Deposits

01/16/2023	Bill Payment (Check)	5785	NCRWA	Waste Water System Membership Dues 02/01/2023 - 01/31/2024 Member ID8238 Invoice 54906	-300.00	628,296.42
01/16/2023	Bill Payment (Check)	5784	Yates Construction Company, Inc.	Invoice #998-999-1000	-2,050.00	626,246.42
01/16/2023	Bill Payment (Check)	5783	Hazen and Sawyer	Project #31410-007- Invoice #01 Analysis and delivered technical memo with recommendations. Presented recommendations to council 12/01/2022 - 12/31/2022	-2,500.00	623,746.42
01/17/2023	Deposit				118.48	623,864.90
01/17/2023	Deposit				50.00	623,914.90
01/17/2023	Deposit				286.40	624,201.30
01/17/2023	Deposit				102.40	624,303.70
01/18/2023	Deposit				413.63	624,717.33
01/20/2023	Deposit				442.54	625,159.87
01/20/2023	Deposit				50.00	625,209.87
01/23/2023	Deposit				668.95	625,878.82
01/23/2023	Deposit				60.43	625,939.25
01/24/2023	Deposit				1,098.83	627,038.08
01/24/2023	Deposit				432.77	627,470.85
01/24/2023	Deposit				287.32	627,758.17
01/25/2023	Deposit				354.33	628,112.50
01/25/2023	Deposit				477.02	628,589.52
01/25/2023	Deposit				36.36	628,625.88
01/25/2023	Deposit				1,200.00	629,825.88
01/25/2023	Bill Payment (Check)	5787	CJ Builders	CJ Builders	-11.25	629,814.63
01/25/2023	Bill Payment (Check)	5788	Hazen and Sawyer	Project #31410-005- Invoice #03 On-Call Engineering Services for Plan Review and Intermittent Inspection 12/01/2022 - 12/31/2022	-19.81	629,794.82
01/25/2023	Bill Payment (Check)	5789	Lamb & Peeples Builders Inc	7423 Kingsley Place Dr. Lot 45	-900.00	628,894.82
01/25/2023	Bill Payment (Check)	5792	US POSTMASTER	Postage for Billing	-403.86	628,490.96
01/25/2023	Bill Payment (Check)	5790	Gary Matchunis Pace Analytical Servives LLC	October - November - December Mileage Invoice #2392378614	-153.40	628,337.56
01/26/2023	Deposit				222.50	628,560.06
01/26/2023	Deposit				454.78	629,014.84
01/27/2023	Deposit				709.79	629,724.63
01/27/2023	Deposit				539.38	630,264.01
01/30/2023	Deposit				538.83	630,802.84

# Water Enterprise

## Checks Debits Deposits

01/30/2023	Deposit	R	1,115.19	631,918.03
01/30/2023	Deposit	R	384.61	632,302.64
01/30/2023	Deposit	R	50.00	632,352.64
01/31/2023	Deposit	R	133.39	632,486.03
01/31/2023	Deposit	R	4,572.39	637,058.42
01/31/2023	Deposit	R	466.54	637,524.96
01/31/2023	Deposit	R	27.79	637,552.75
01/31/2023	Deposit	C	1,823.72	639,376.47
01/31/2023	Deposit	C	145.52	639,521.99
01/31/2023	Deposit	C	554.47	640,076.46
01/31/2023	Deposit	C	416.64	640,493.10
			<u>\$ 3,231.24</u>	

January 27, 2023



Mayor and Town Council  
Town of Stokesdale  
8325 Angel Pardue Road  
Stokesdale, NC 27357

Mayor and Council Members:

The Stokesdale Planning Board held its regular meeting on Thursday, January 26, 2023. At that meeting, the Board's agenda contained a rezoning request Case #22-12-PLBD-00031 for property located at 7577 Happy Hill Road, Kernersville, NC. A public hearing was held in accordance with the Stokesdale Development Ordinance and the NC General Statutes. The following recommendation was submitted by the Planning Board:

**Kurtis Gentry made a Motion to approve the rezoning Case # 22-12-PLBD-0031 for property located at 7577 Happy Hill Road, Kernersville, NC from AG to RS-40. The rezoning request is consistent with the recommendation of the Stokesdale Future Land Use Plan, and the request will have no impact on watershed., and that 65 homes will be using this as a point of entry. Ron Southard seconded the motion.**

**Vote: Kurtis Gentry: Yes, Chris Sumner: Yes, James Greene: Yes, Ron Southard: Yes and Chairman Louie: Yes. Noes: None.**

**Chris Sumner added comments during his vote that he feels the pain of the residents. However, the issues presented by opposing parties are not under the scope of this board, but rather, they fall under NCDOT's scope. The plan does meet the Stokesdale Land Use Plan guidelines; therefore, he supports the request.**

**Chairman Louie added comments during his vote that the extension of the water line is more than what is required in our Development Ordinance, and in the future, that water line will be a benefit to the residents of Happy Hill Road.**

**Motion passed 5-0.**

Respectfully submitted this 23<sup>rd</sup> day of January, 2023,

Dale F. Martin  
Town Clerk

DFM/

## **REZONING CASE 22-12-PLBD-00031, 7577 HAPPY HILL RD, KERNERSVILLE FROM AG to RS-40**

### **Property Information**

Located on the west side of Happy Hill Road (SR 2032), approximately 1,740 feet north of the Monty Drive intersection, Guilford County Tax Parcel 164961. This is a request to rezone the subject property, which contains 10.158 acres and is located within the town limits of Stokesdale despite its Kernersville address, from AG, Agricultural, to RS-40, Single-Family Residential. The Planning Board will make a recommendation to the Stokesdale Town Council, which will have the final authority to approve or deny the request. The applicants upon any major development of the property intend to connect to Stokesdale's water system.

The request is consistent with the Stokesdale Future Land Use Plan of Residential; thus, if approved, a future land use plan amendment is not required.

**Zoning History of Denied Cases:** There is no history of denied cases.

### **Nature of the Request**

This is a request to rezone said property from AG, Agricultural, to RS-40, Single-family Residential.

#### **District Descriptions**

The AG, Agricultural, zoning district is primarily intended to accommodate uses of an agricultural nature, including farm residences and farm tenant housing. It also accommodates scattered non-farm residences on large tracts of land. It is not intended for major residential subdivisions. The district is established for the following purposes:

- 1) To preserve and encourage the continued use of land for agricultural, forest and open space purposes;
- 2) To discourage scattered commercial and industrial land uses;
- 3) To concentrate urban development in and around area growth centers, thereby avoiding premature conversion of farmland to urban uses;
- 4) To discourage any use which, because of its character, would create premature or extraordinary public infrastructure and service demands.

The RS-40, residential single-family district is primarily intended to accommodate single-family detached dwellings on large lots in areas without access to public water and wastewater services. The district is established to promote single-family detached residences where environmental features, public service capacities or soil characteristics necessitate very low-density, single-family development. The overall gross density in RS-40 areas will typically be 1.0 unit per acre or less.

### **Character of the Area**



The parcel is in a primarily rural residential area with agricultural and low-density, single-family residential uses.

**Existing Land Use(s) on the Property:** One single-family dwelling on 10.158 acres

**Surrounding Uses:**

North: Single-family residential and agricultural.

South: Single-Family residential

East: Single-family residential and agricultural

West: Undeveloped, forested land adjacent to the Oak Ridge ETJ

**Historic Properties:** There are no designated historic landmarks located on or adjacent to the subject property.

**Cemeteries:** No cemeteries are shown to be located on this property, but efforts should be made to rule out the potential of unknown grave sites.

## **Infrastructure and Community Facilities**

**Emergency Response:**

Fire Protection District: Stokesdale

Miles from Fire Station: Approximately 3.6 miles

**Water and Sewer Services:**

Provider: Private Septic Systems and Stokesdale Water

**Transportation:**

Existing Conditions: Happy Hill Road is a residential street.

Proposed Improvements: Property will be subject to NCDOT driveway permit requirements. A Traffic Impact Study could be required based upon the overall size of the larger subdivision. This property does not appear to be impacted by the proposed US Highway 158 Improvement project listed in NCDOT STIP Project #R-2577B. NCDOT Average Daily Traffic (ADT) is estimated below 500 for Happy Hill Road.

Projected Traffic Generation: Not available at this time. The traffic generation is determine based upon the initial subdivision and the overall larger subdivision.

**School Impacts:** Per the chart below, development of the subject property will not have a major impact on the school system, even though the middle and high schools listed are above built capacity.

**Zoning Case - 7577 Happy Hill Rd**

**Guilford County**

<b>School Boundaries</b>	<b>Built Capacity 2022-23</b>	<b>2022-23 20th Day Enrollment</b>	<b>Mobile Classrooms</b>	<b>Estimated Additional Students</b>
<b>Stokesdale ES</b>	542	442	4	3-5
<b>Northwest MS</b>	912	952	19	1-3
<b>Northwest HS</b>	1809	1996	27	1-3

**Remarks:**

With the implementation of General Statute 115C-301 mandating reduced K-3 class sizes, elementary schools experienced annual reductions in capacity through 2021-22. Elementary built capacity assumes maximum reduced K-3 class sizes per applicable core academic classroom as of the stated year. Middle and high school built capacity assumes 30 students per core academic classroom.

**Environmental Assessment**

**Topography:** Gently and steeply sloping.

**Regulated Floodplain/Wetlands:**

There is no regulated floodplain on the property. There are no mapped wetlands on the property.

**Streams and Watershed:**

There are no mapped streams on the property. The property is not located in a designated Water Supply Watershed.

**Land Use Analysis**

**Land Use Plan:** Stokesdale Land Use Plan (2007)

**Plan Recommendation: Residential**

Residential development makes up approximately 12% of the land area. The majority of this is low-density, single-family residents. One exception is the Countryside Village Retirement Community located on US 158. The majority of the residentially used and zoned property is located along the NC 68 corridor, in the Town Core Area, and along Athens Road and Southard Road. Major residential subdivisions have been added along Haw River Road, Ellison Road, Angel Pardue Road, and Belews Creek Road. Except in the town core, homes are on large lots that cover an acre or more. This is because there is no public sewer service available and significant area must be available for septic drain fields on each lot.

**Consistency:** The requested action is consistent with the recommendation of the Stokesdale Future Land Use Plan. The action, if approved, will not require a plan amendment.

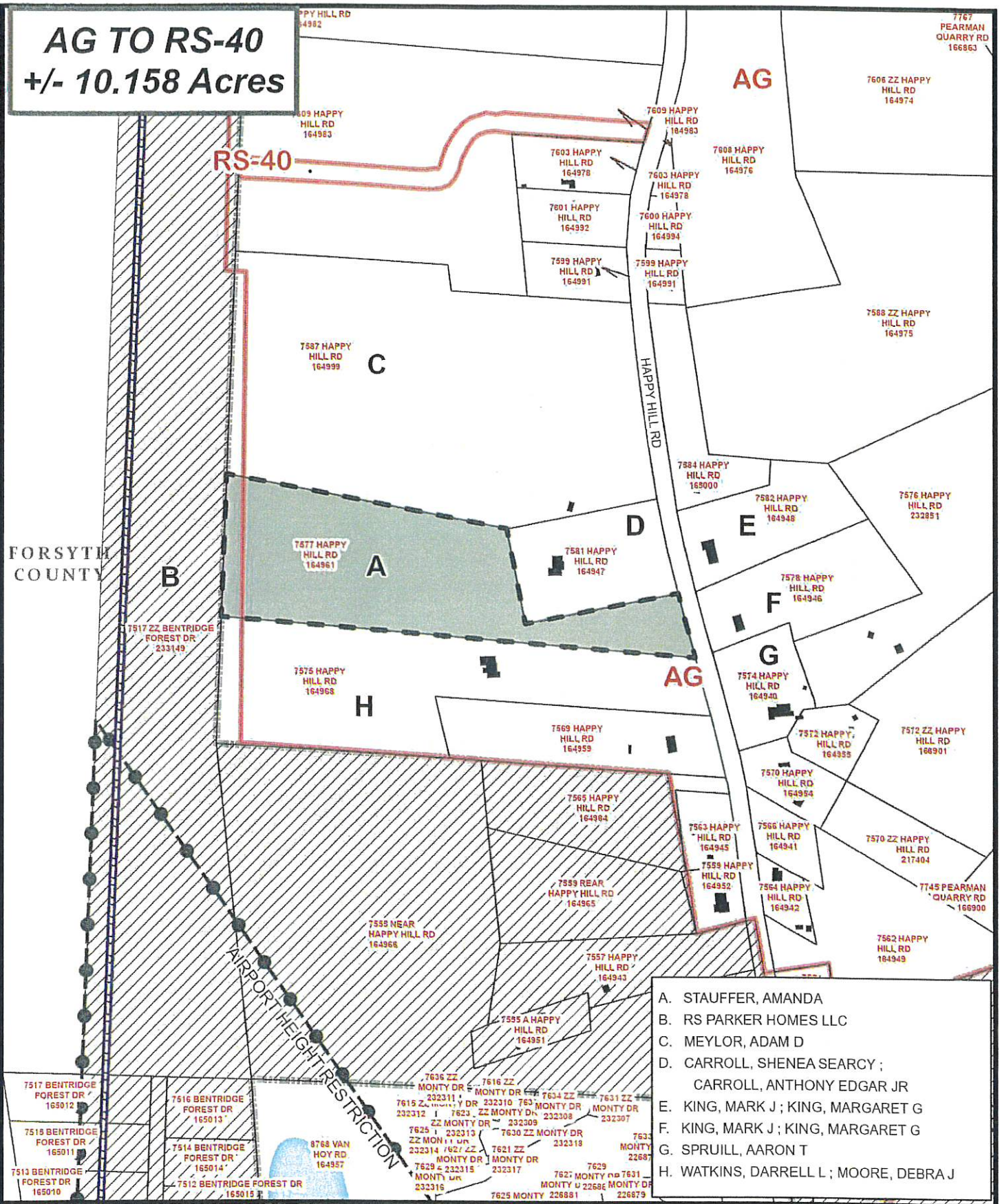
**Recommendation****Staff Recommendation: Approve**

This proposed rezoning action is consistent with the recommendation of the future land use plan, and it is reasonable and in the public interest because it is adjacent to residential uses in the area and will provide low-density housing opportunities for citizens and in an area served by Stokesdale municipal water.

**Area Plan Amendment Recommendation:**

The request is consistent with the Stokesdale Land Use Plan recommendation of Residential; thus, if approved, a plan amendment will not be required.

# AG TO RS-40 +/- 10.158 Acres



**JURISDICTION:**  
GUILFORD COUNTY  
Guilford County  
Planning & Development  
Department

**Rezoning Case #**  
**RZ-22-12-PLBD-00031**  
Scale: 1" = 400'

**Map:**  
164961



RS PARKER HOMES LLC  
DB 8673, PG. 1160  
PARCEL #233149  
N06°51'04"E  
449.45'

ADAM D. MEYLOE  
DB 7587, PG. 1672  
PARCEL #164999

574°20'17"E  
908.77'

506°40'22"E  
306.06'

SHENEA S. CARROLL  
ANTHONY E. CARROLL, JR.  
DB 8622, PG. 622  
PARCEL #164947

N83°16'59"E  
498.34'

N80°28'52"W  
1518.61'

DARRELL L. WATKINS  
DEBRA J. MOORE  
DB 4681, PG. 1031  
PARCEL #164968

HAPPY HILL ROAD  
NCSR 2032

510°00'53"E  
90.00'  
60' R/W  
511°01'13"E  
119.92'

DB 5245 PG. 2790



REZONING SKETCH  
FROM AG TO RS-40

PROPERTY OF  
AMANDA STAUFFER

1577 HAPPY HILL ROAD

OAK RIDGE TOWNSHIP, GUILFORD COUNTY  
STOKESDALE, NORTH CAROLINA  
DATE: DEC. 6, 2022 SCALE: 1"=200'

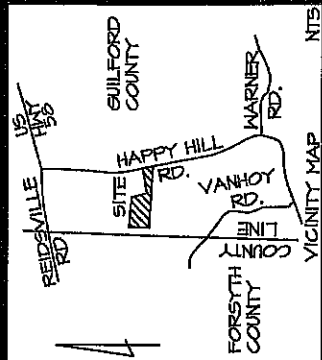
0 100 200 400

HUGH CREED ASSOCIATES, INC., P.A.  
CONSULTING ENGINEERS & LAND SURVEYORS

P.O. BOX 9823  
1306 W. WENDOVER AVE.  
GREENSBORO, N.C. 27408  
PHONE: (336) 275-8826  
OR (336) 275-8064  
FAX: (336) 275-3379  
FIRM LICENSE #C-0551 E-MAIL: HUGH@HUGHCREEDASSOCIATES.COM

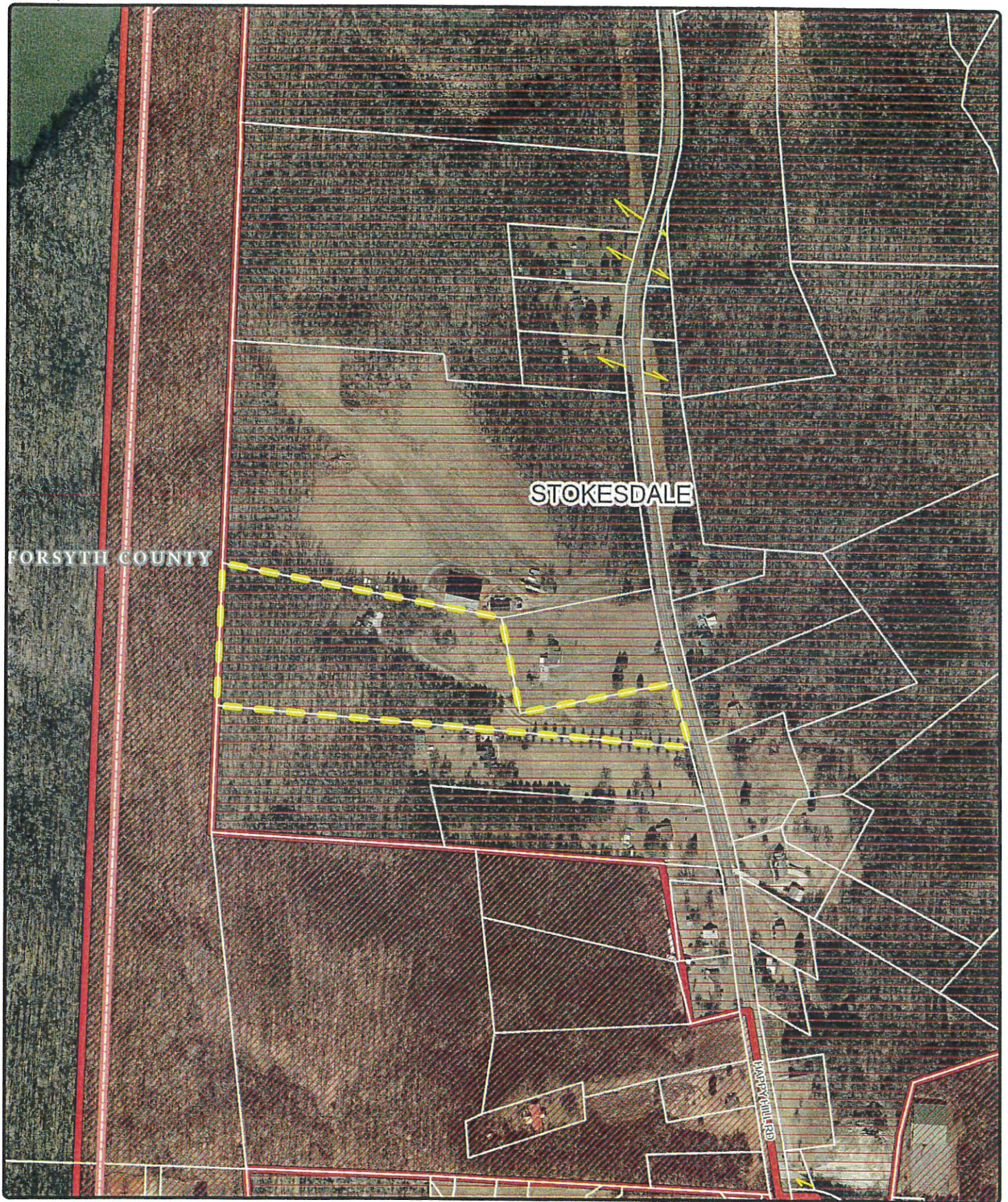
# NOTES

1. DEED REF: DB 8245, PG. 2790
2. PARCEL #164961
3. AREA = 10.158 ACRES



VICINITY MAP  
NTS



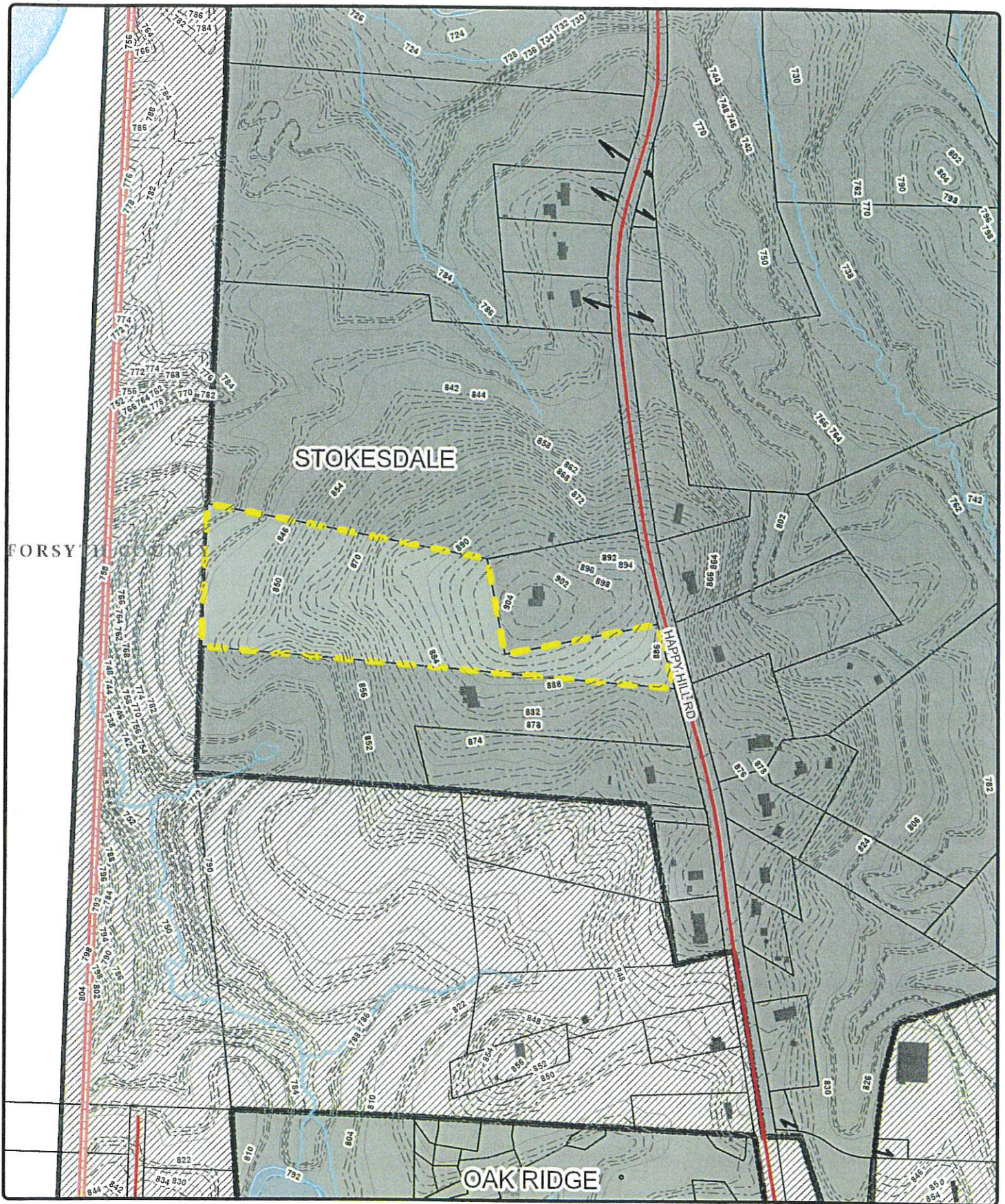


**CASE #22-12-PLBD-00031**

Scale: 1" = 400 '







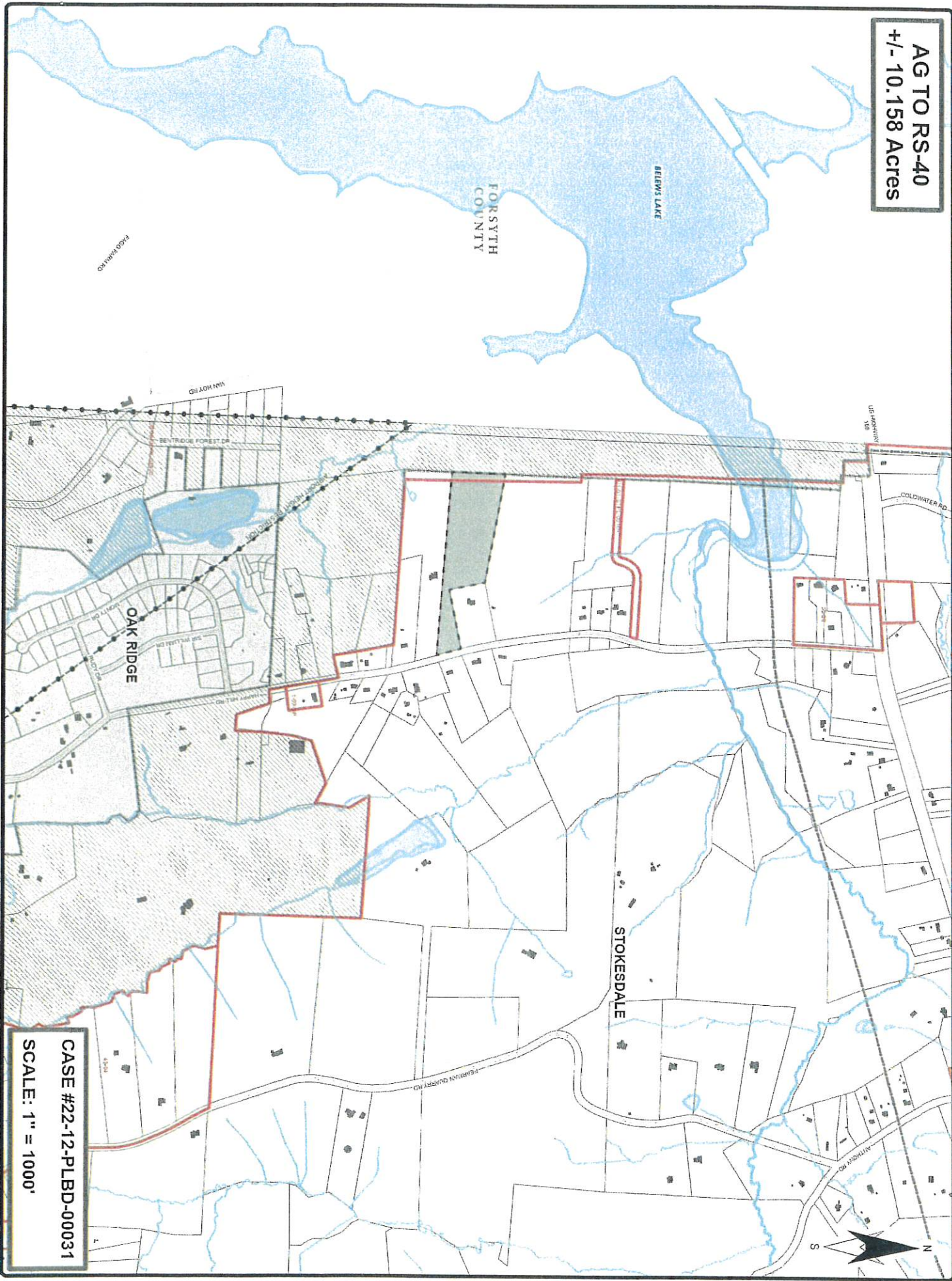
**CASE #22-12-PLBD-00031**

Scale: 1" = 400'





AG TO RS-40  
+/- 10.158 Acres



FORSYTH  
COUNTY

BELEWS LAKE

PROPOSED

GLADWIN

BEVERIDGE FOREST DR

OAK RIDGE

STOKESDALE

COLDWATER RD



CASE #22-12-PLBD-00031  
SCALE: 1" = 1000'





# TOWN OF STOKESDALE

## Rezoning Application

Date Submitted: 12/5/22 Fee/Receipt #: \$1000.00 + \$25.00 per acre Case Number: \_\_\_\_\_

**Provide the required information as indicated below.** Pursuant to the Stokesdale Development Ordinance, this application will not be processed until application fees are paid; the form below is completed and signed; and all required maps, plans and documents have been submitted to the satisfaction of the Enforcement Officer. Additional sheets for tax references and signature blocks are available upon request.  
**MAKE CHECK PAYABLE TO THE TOWN OF STOKESDALE**

Pursuant to the Stokesdale Development Ordinance, the undersigned hereby requests the Town of Stokesdale to rezone the property described below from the AG zoning district to the RS-40 zoning district. Said property is located  
7577 Happy Hill Road

in Oak Ridge Township; Being a total of: 10.158 acres.

Further referenced on the Guilford County Tax Maps as:

Tax Parcel # 1 6 4 9 6 1

Tax Parcel # \_\_\_\_\_

Tax Parcel # \_\_\_\_\_

Tax Parcel # \_\_\_\_\_

### Check One:

- ☒ The property requested for rezoning is an entire parcel or parcels as shown on the Guilford County Tax Map.
- ☐ The property requested for rezoning is a portion of a parcel or parcels as shown on the Guilford County Tax Map; a written legal description of the property and a map are attached.

### Check One:

- ☒ The applicant is the property owner(s)
- ☐ The applicant is an agent representing the property owner(s); the letter of property owner permission is attached.
- ☐ The applicant has an option to purchase or lease the property; a copy of the offer to purchase or lease is attached (financial figures may be deleted).
- ☐ The applicant has no connection to the property owner and is requesting a third party rezoning.

*I hereby agree to conform to all applicable laws of Stokesdale and the State of North Carolina and certify that the information provided is complete and accurate to the best of my knowledge. I acknowledge that by filing this application, representatives from Guilford County Planning and Development may enter the subject property for the purpose of investigation and analysis of this request.*

Respectfully Submitted,

Amanda Stauffer  
Applicant Signature  
Amanda Stauffer

Name

7577 Happy Hill Road

Mailing Address

Kernersville, NC 27284

City, State and Zip Code

336-634-8221

Phone Number

Greg Garrett  
Representative Signature

Greg Garrett - RS Parker Homes, LLC

Name

6420 Hampton Knoll Road

Mailing Address

Clemmons, NC 27012

City, State and Zip Code

336-399-7197

Phone Number

BraxtonREARMDDDEY@gmail.com

## NOTICE OF PUBLIC HEARING

Stokesdale Town Council will hold a public hearing at its regular meeting on Thursday, February, 9, 2023, at 7:00 PM at the Stokesdale Town Hall, 8325 Angel Pardue Road, Stokesdale, NC 27357.

### **Public Hearing Item:**

#### **Rezoning Case #22-12-PLBD-00031, 7577 Happy Hill Road, Kernersville, NC**

Located on the west side of Happy Hill Road (SR 2032), approximately 1,740 feet north of the Monty Drive intersection, Guilford County Tax Parcel 164961. This is a request to rezone the subject property, which contains 10.158 acres and is located within the town limits of Stokesdale despite its Kernersville address, from AG, Agricultural, to RS-40, Single-Family Residential.

The request is consistent with the Stokesdale Future Land Use Plan of Residential; thus, if approved, a future land use plan amendment is not required.

Anyone wishing to be heard on this matter should appear at the public hearing or arrange to be represented. Any petition should be submitted in duplicate.

For more information, please contact 336-643-4011.

**PLEASE ADVERTISE THE WEEKS OF JANUARY 30 AND FEBRUARY 6, 2023 AND SEND PROOF OF PUBLICATION TO TOWN OF STOKESDALE, PO BOX 465, STOKESDALE, NC 27357 AND [JSNYDER@GUILFORDCOUNTYNC.GOV](mailto:JSNYDER@GUILFORDCOUNTYNC.GOV)**

I, Justin Snyder, do hereby certify that mailed notice was sent via First Class Mail to the following recipients:

STAUFFER, AMANDA  
7577 HAPPY HILL RD  
KERNERSVILLE, NC 27284

RS PARKER HOMES LLC  
1838 EASTCHESTER DR STE 108  
HIGH POINT, NC 27265

MEYLOR, ADAM D  
205 N CHERRY ST  
KERNERSVILLE, NC 27284

CARROLL, SHENEA SEARCY; CARROLL, ANTHONY EDGAR JR  
7581 HAPPY HILL RD  
KERNERSVILLE, NC 27284

KING, MARK J; KING, MARGARET G  
7582 HAPPY HILL RD  
KERNERSVILLE, NC 27284

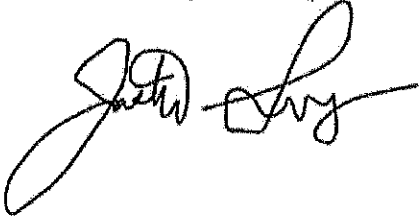
KING, MARK J; KING, MARGARET G  
7582 HAPPY HILL RD  
KERNERSVILLE, NC 27284

SPRUILL, AARON T  
7574 HAPPY HILL RD  
KERNERSVILLE, NC 27284

WATKINS, DARRELL L; MOORE, DEBRA J  
7575 HAPPY HILL RD  
KERNERSVILLE, NC 27284

HUGH CREED ASSOCIATES  
PO BOX 9623  
GREENSBORO, NC 27429

This 10<sup>th</sup> day of January, 2023.

A handwritten signature in black ink, appearing to read "Justin Snyder", with a stylized flourish at the end.

Justin Snyder, AICP, CZO

Senior Planner, Guilford County Planning and Development

BK: R 8245  
PG: 2790-2793  
RECORDED:  
02-11-2020  
12:57:21 PM  
BY: DEBORAH LIGHT  
DEPUTY-GB



2020088611  
GUILFORD COUNTY, NC  
JEFF L. THIGPEN  
REGISTER OF DEEDS

NC FEE \$26.00  
NO TAXABLE  
CONSIDERATION

Drafted by: John H. Kornegay, Attorney  
No opinion on title is express or implied by the preparation of this deed.  
Documentary Stamps: \$ *NTC*  
Permanent Address of Grantee (mail to):  
7577 Happy Hill Road  
Kernersville, NC 27284

**NON-WARRANTY DEED**

*46*  
THIS DEED, Made this 8 day of Feb., 2020, by and between TED KALLAM AND WIFE, AMANDA STAUFFER, of Guilford County, North Carolina, hereinafter called Grantor; and AMANDA STAUFFER, of Guilford County, North Carolina, hereinafter called Grantee.

**WITNESSETH:**

That the Grantor, for and in consideration of the Sum of Ten Dollars and other good and valuable consideration to him in hand paid by the Grantees, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or assigns, premises in Guilford County, North Carolina, described as follows:

See Attached Exhibit "A," which is incorporated herein by reference.

This conveyance is made for the purpose of relinquishing the Grantor's marital interest in the above-described property and vesting sole ownership in the Grantee, and for this purpose, the Grantor does hereby waive, release, quitclaim and renounce unto Grantee: (1) All rights to administer the Grantee's estate as provided in NCGS Section 28A-4-1 with respect to the real property described herein; (2) All right to intestate succession to the Grantee's estate as provided in NCGS Section 29-14; (3) The right to an elective estate in the Grantee's estate as provided in NCGS Section 29-30; (4) The right to receive an elective share of the Grantee's estate as provided in NCGS Section 30-3.1; (5) The right to a year's allowance in the Grantee's

estate as provided in NCGS Section 30-15; and (6) Any rights or claim under the Equitable Distribution Act or any other community property laws of any state, and all other rights and interest in said real estate which the said Grantor now has or would hereafter have arising out of or accruing to said Grantor by reason of Grantor's marital relationship with the Grantee. It is the intention of the parties hereto that the property described herein shall be considered separate property of the Grantee.

For Back Reference, see Book 7524, Page 895, Guilford County Registry.

TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantor covenants that he is seized of said premises and has authority to convey said land, and does so in as full and ample manner as he is able to convey.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the day and year first above written.

 (SEAL)  
TED KALLAM

 (SEAL)  
AMANDA STAUFFER

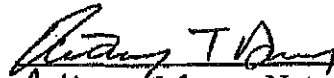
NORTH CAROLINA  
COUNTY OF GUILFORD

I, the undersigned notary public, certify as follows: (1) that TED KALLAM AND WIFE, AMANDA STAUFFER personally appeared before me this day; (2) that he or she acknowledged that they voluntary signed the foregoing document; (3) that he or she acknowledged that they so signed for the purposes stated therein; and (4) I further certify that I have either (i) personal knowledge or (ii) satisfactory evidence of his or her identity.

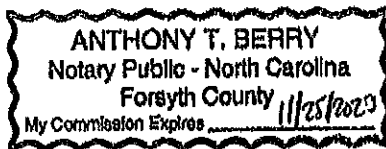
Witness my hand and official seal, this 8<sup>th</sup> day of February, 2020.

My commission expires:

11/25/2023

  
Anthony T Berry, Notary Public  
Printed Name of Notary

{Notary Seal}





**EXHIBIT "A"**

**BEGINNING** at EIP in the western right of way and margin of Happy Hill Road (SR 2032) having a 60 foot right of way and being the northeast corner of that tract conveyed to Darrell L. Watkins and wife, Debra J. Moore by deed recorded in Book 4681, Page 1031, Guilford county Registry; thence with the Watkins line North  $80^{\circ} 28' 52''$  West 1,518.61 feet to a NIP; thence North  $6^{\circ} 51' 04''$  East 449.45 feet to a NIP; thence a new line dissecting the property of the Grantors South  $74^{\circ} 20' 17''$  East 908.77 feet to a bent iron pipe being the northwest corner of the property of Betty S. Davis as shown on that certain plat recorded in Plat Book 134, Page 136, Guilford County Registry; thence with said plat the following courses and distances: South  $06^{\circ} 40' 22''$  East 306.06 feet to an iron pipe and North  $83^{\circ} 16' 59''$  East 498.34 feet to an iron pipe in the western right of way and margin of Happy Hill Road; thence with the western right of way and margin of Happy Hill Road South  $10^{\circ} 00' 53''$  East 90 feet and South  $11^{\circ} 01' 13''$  East 119.92 feet to the point of **BEGINNING** containing 10.158 acres as per survey of J. M. Holland Land Surveying, Inc. dated May 25, 2013.

336-210-3561

Collecting signatures opposing  
development

Vincent Draper  
I. Draper  
Jonathan Draper

## Rezoning Case: #22-12-PLBD-00031

As residents on and near Happy Hill Rd, we kindly request that the rezoning of 7577 Happy Hill Rd from AG to RS40 be denied. There has been a dramatic increase in development on and near this road over the past 2-3 years. Rezoning will allow for an additional large housing development (100+ homes), which will negatively impact the traffic and safety of the area and will also upend the balance between the current rural landscape and reasonable development.

Please consider the following concerns:

### 1) SAFETY/TRAFFIC

- a. The property at 7577 is one of the proposed entrances for the development by RS Parker Homes and is positioned just over the crest of the hill making it one of the most dangerous sections of the road
- b. Happy Hill Road is a narrow, country road that experiences heavy traffic due to existing homes, existing developments and in-progress developments
- c. A high volume of vehicles, including tractor trailers, use Happy Hill Rd daily as a cut through from HWY 158 to HWY 68 and vice versa. Speed is a huge factor as these vehicles fly down the road
- d. The second proposed entrance will be through Bentrige Forest Dr. The only way to access Bentrige Forest Dr is from Happy Hill Rd
- e. Rezoning 7577 Happy Hill Rd to allow this ingress/egress will add substantial traffic to Happy Hill Road and as a result this will have dire safety consequences much like what has been experienced on Haw River Rd with 3 people hit and 2 fatalities

Jennifer

### 2) WATER

- a. The developer (RS Parker) desires the property at 7577 Happy Hill Rd solely for the purpose of obtaining and running city water from Stokesdale to the entire development which spans Guilford and Forsyth County
- b. Residents of Happy Hill Road do not need or want the city water from Stokesdale. Each residence currently utilizes a well.
- c. Infrastructure costs incurred by the Town of Stokesdale for water would be much better utilized in other existing parts of the town, not just to serve one developer and allow further unwanted development.
- d. Current Stokesdale residents deserve the improvements paid for by their tax dollars or via any government money allocated for this project
- e. Referencing the Hazen and Sawyer Water System Study for Stokesdale – the proposed water line routes through Happy Hill Road are not warranted and will only serve to benefit the pockets of the developer, RS Parker

Andrea Maylor

Received  
01-26-2023

## Rezoning Case: #22-12-PLBD-00031

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I agree

Connie Harmon

Marcia Ellison

Albert I. Scheyer

Wende Schneyer

Andrea Maylor

ALM

Connie Harmon

Marcia Ellison

ALBERT I. SCHNEYER

Wende Schneyer

Andrea Maylor

ALM

1-25-2023

1/25/23

1/25/2023

1/25/2023

1/25/23

1/25/23

*Kris Berger*  
*Alex Berger*

## **Rezoning Case: #22-12-PLBD-00031**

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*Patty Colman*  
*1/25/23*

*7506 Monty Ln,  
Hernersville 27284*

Ganna Onipko 1-25-23  
Alan 954-636-9099

## Rezoning Case: #22-12-PLBD-00031

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 1/25/23  
6285781-2898

7506 Monty Drive  
Kernersville, NC 27284

Maef A-8  
Margaret G  
A-8 A-8

Ann Hill

Ashfarar  
Mitchel King  
Matthew King  
Brad Spindel

Paul Watts

Leo Watson Jr

Anthony Camell

Shena Camell

Constance Harris

Betty Martin

Bryson Martin

Malissa Jase

Lalsona Nave

Payton Shannon

Benjamin Mark

Mitch Bowman

Aurora Evans

Brandy Tilley

Sameth Robson

Sandra Rann

Sutton Rann

M. J.

Sindy Lanta

Glenn Cross

Berard Carter

Jim Martin

Attreis Kilgore

Leanne Kelp

N. Lee Roberts

Jenny Carter

Angela Baynes

George Martin



7pm Thursday, Jan 26 Stokesdale Town Hall

336-210-3561

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*Nelson R. Wate*

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Please have anyone sign that you know  
+ text when I can pick up

8756 V Hwy

~~Amber~~

Amber Reece



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*Gladys Taylor*  
*Michael C. Johnson*  
*L. Michelle Johnson*

Paulina  
Paulina  
Armando.

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Paulina



Carolina Steadham.  
Ryan Steadham.

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*Barbara White*  
*Debbie Dunlap*  
*Rich Dunlap*





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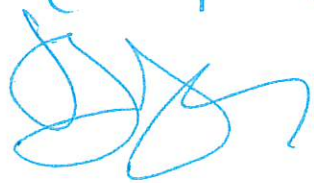
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Halley Stedcock

A stylized, cursive handwritten signature in blue ink, likely reading 'Halley Stedcock'.

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Kelly Foster  
BIO

My name is Kelly Foster and I am a 21 year old female. I was born on 11/11/97 in the city of Chicago, Illinois. I am currently a student at the University of Illinois at Chicago. I am a member of the Phi Kappa Phi Honor Society and the Phi Kappa Phi Honor Society.

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Brenda Mounce

Fred Mounce

7430 Happy Hill Rd.

Kernersville N.C.

Rachael Pineda

7321 Happy Hill Rd 27284

8753 Warren Rd 27294

David Bowen 7499 Happy Hill Rd.

Brian Bowen 7499 Happy Hill Rd.

Kenneth Garner

Stacy Garner

7432 Happy Hill Rd.

Dale Combs

7623 Anthony Rd

Darner Dally

7415 Happy Hill Rd



**Town of Stokesdale**  
**Internal Controls & Separation of Duties Policy**  
**Adopted July 24, 2014**  
**Adopted February 9, 2023**

**GENERAL CONTROLS** – Those that can be applied to all areas of a governmental unit.

- A. Plan of organization – A plan of organization should be developed and communicated to all parties involved (Mayor, Mayor Pro Tempore, Council Members, Budget Officer, Finance Officer, Assistant Finance Officer, Town Clerk, and anyone else elected or employed). This plan should include:
  - 1. Clear lines of authority and responsibility
  - 2. List of positions
  - 3. Duties of each position
  - 4. Criteria to be observed by employees in initiating transactions
- B. Governmental units should employ personnel with the ability and experience required to perform satisfactorily the responsibilities assigned to them. This includes continuing education paid for by the Town of Stokesdale.
- C. Active participation by the governing body in key functions is necessary for good internal controls. Personal investigation of complaints may help locate problems or areas needing improvement.
- D. Monthly reports must be presented to the Town Council and reviewed by the Council. These reports at a minimum should reflect the budget and actual revenues and expenditures.
- E. All employees should be required to take annual vacations. During their absence, their duties should be performed by another person.
- F. In the absence of a Deputy Clerk, a council member (other than the Mayor or Mayor Pro Tem), will be assigned to perform the Deputy Clerk duties.

**SPECIFIC CONTROLS** – Those that can be applied to the various functions within a unit. Units of government have various accounting functions. The following will address the major functions and the related internal controls. The procedures used in each function are outlined, followed by how the duties will be divided between staff members for more effective internal control. The major functions addressed in this document are:

Internal Controls and Separation of Duties Policy Revised 2023.docx, Revised 08-13-2020, Revised 02-09-2023





## **Major Functions**

- A. Investment Management
- B. Inventory Management
- C. Cash Management
- D. Cash Disbursement – Non-payroll
- E. Cash Disbursement – Payroll
- F. Billing and Receipting – Utilities

### **A. INVESTMENT MANAGEMENT**

#### **Procedures**

1. The Town of Stokesdale should make sure their investments are in compliance with G.S. 159-30.
2. Local units should have physical custody of securities.
3. Access to securities should be restricted to personnel authorized by the governing body.
4. Investments should be adequately safeguarded.
5. Securities should be in the name of the unit.
6. The council reviews and approves the bank reconciliations.

#### **Duties**

A.”The finance officer shall manage investments subject to whatever restrictions and directions the governing board may impose. The finance officer shall have the power to purchase, sell, and exchange securities on behalf of the governing board. The investment program shall be so managed that investments and deposits can be converted into cash when needed.” G.S. 159-30

### **B. INVENTORY MANAGEMENT**

Inventories of furniture and equipment needed to have adequate controls, including water system parts and equipment that are stored off-site. They need to be accounted for and have physical safeguards.



## **Procedures**

1. Clearly define custodial responsibilities.
2. Have physical barriers (locked doors, cabinets and fences).
3. Control keys located in a central key lock box.
4. Maintain a list of additions to inventory and withdrawals from inventory initialed by the person receiving the inventory.
5. Take physical inventories at least once a year.

## **Duties**

1. Control of keys
2. Physical inventory

## **Separation of Duties**

1. Town Clerk, Deputy Town Clerk, Town Council Members, Budget Officer, and Mayor must have access to all keys located in a central key lock box.
2. Physical inventories should be performed by Deputy Clerk accompanied by a Council Member.

## **C. CASH MANAGEMENT**

### **Procedures**

1. All bank accounts should be authorized by the governing body.
2. Bank accounts should be properly collateralized in accordance with G.S. 159-31(b).
3. Bank accounts should be reconciled promptly after the end of each month by someone who does not participate in other cash procedures including handling currency, receipts or signing of checks.
4. Unopened bank statements should be delivered directly to the individual making the reconciliation.
5. The bank should be instructed to contact an authorized official who is independent of the Record keeping and cash receipting functions for unusual items such as insufficient funds notice.
6. All wire transfers should be authorized by a responsible official.



## **Duties**

1. A Council Member (Assistant Finance Officer) should be notified by the bank for unusual items, such as insufficient funds.
2. Approve all wire transfers.
3. Review bank accounts for proper collateralization.
4. Receive unopened bank statement.
5. The council/ Assistant Finance Officer reviews and approves the bank reconciliations.
6. Reviews bank reconciliation every month and check for the following:

### **A. Deposits**

- (1) Compare dates and amounts of daily deposits as shown on the bank statement with the cash receipts journal.
- (2) Investigate bank transfers to determine that both sides of the transaction have been recorded on the books.

### **B. Disbursements**

- (1) Account for sequence for check numbers including all voided checks.
- (2) Examine cancelled checks for authorized signatures.
- (3) Examine cancelled checks for irregular endorsements.
- (4) Examine cancelled checks for alterations.

(Note: Uniform Accounting System Manual, procedure 37-09 for detail procedures on bank account reconciliation.).

## **Separation of Duties**

Deputy Clerk	Finance Officer	Mayor Pro Tem	Town Council
(4) (6)	(2) (3)	(1)	(5)

## **D. CASH DISBURSEMENTS – NON-PAYROLL**

### **Procedures**

1. Pre-numbered checks should be used for all disbursements.
2. The supply of unused checks should be adequately controlled and safeguarded.
3. Voided checks should never be destroyed or thrown away. The signature space should be cut off the voided check. All copies of the check should be filed in numerical order with check copies.
  - Non-emergency repairs/purchases will be defined as any purchase for any item needed to support the operation of town hall/town Park.

Internal Controls and Separation of Duties Policy Revised 2023.docx, Revised 08-13-2020, Revised 02-09-2023





- ⊖ Any purchase above \$500 requires a vote of council.
  - ⊖ One council member and the finance officer must sign off on any purchase between \$251 and \$500 per occurrence.
    - The Finance officer should email all of council identifying all purchases between \$251-500. The email should be treated as info to council and identify the approving council member, item purchased, and purchase price. This email should be sent out monthly to report previous month expenditures within this spending range no later than the Friday before the regularly scheduled TC meeting.
5. Disbursements below \$250 may be approved by the finance officer per occurrence.
- ⊖ Like expenditures made at the same time broken down to multiple invoices in an effort to fall under a spending authority is not permissible.
  - Such expenditures/disbursements **do not** include recurring utility bills, recurring installment payments agreed upon per an existing service contract, any salary/benefit related disbursement, attorney fees, accountant fees, League of Municipalities fees, annual insurance fees, IT Support expenses, tax bill disbursements, Risk Management fees, job training fees, zoning advertisements, or mileage reimbursement payments. However, all disbursements to cover these expenses should always meet statutory requirements per G.S. 159-28.
  - Emergency Repairs/Purchases will be defined as an expense requiring immediate attention to operate town hall/town Park. Any purchase/repair made for safety concerns of staff or citizens shall fall under this category. Example for emergency repairs include plumbing work, electrical work, HVAC work, , etc. if one of these items is not operable and in need of immediate repair. In addition, treatment of insect or other animal infestation that puts property or citizen safety at risk is considered an emergency repair.
    - ⊖ Items purchased under this category may not exceed \$2,500 without a vote of council.
    - ⊖ Any one council member along with the finance officer has this spending authority.
      - Finance officer must email council when emergency repairs/purchases (between \$501-\$2,500) are made within 2 business days after the work is performed. The email should be treated as info to council and identify the approving council member, item purchased, and purchase price

#### 5-A. Water System Spending Authorities.



- \$1,500 spending authority for any one council member along with the finance officer for water system needs that are directly used by the water system.
  - This spending limit **does not** include disbursements related to cost of goods sold (Water from Winston-Salem), salaries, or contract operations.
- Emergency Water System repairs are defined as repairs/purchases that are necessary to avoid or repair items with an imminent danger to water system. Broadly defining imminent danger would include repairs to address items that would negatively impact customer's assurance of water supply or water quality as well as any infrastructure in need of immediate repair. The spending limit for Emergency repairs is \$25,000 per occurrence without a vote of council.
  - Any two council members together have a \$25,000 Water System spending authority for these repairs without a vote of council. All council members must be made aware of any emergency expenditure via an email from the finance officer within two business days of the Emergency Expenditure.
6. All paid invoices and vouchers effectively stamped "paid" to prevent re-use.
  7. Payment of photocopied invoices or statements is prohibited; pay only from original invoices.
  8. The practice of signing blank checks in advance is prohibited.
  9. The practice of making checks to the order of "cash" is prohibited.
  10. The proper authority should approve all expense reports.
  11. Maintain effective control over mailing or distribution of checks after they are signed.  
(Checks should not be handed back to persons who prepared checks for distribution; person signing checks should distribute.)
  12. All checks require a second signature of an official or employee who does not have access to the accounting records on all disbursements. (The purpose of this internal control procedure is defeated if one employee or official possesses a stamp or signature plate of the other individual required to sign checks.)
  13. Cash disbursement of recurring expenses can be reviewed and signed by the finance officer but will also need to be reviewed and signed by one other council member that is authorized on the bank signature cards to sign checks.

## **E. CASH DISBURSEMENTS - PAYROLL**

### **Procedures**

1. Every employee should have a personnel file which includes authorization for hiring, salary history, hours authorized to work, federal and state withholding forms, hospital and retirement information and support for any other payroll deductions.
  2. All paychecks should be supported by time sheets which are reviewed and approved by
- Internal Controls and Separation of Duties Policy Revised 2023.docx, Revised 08-13-2020, Revised 02-09-2023





signature.

### **Duties**

1. Hire personnel and set salary and working hours.
2. Prepare personnel file form authorization papers and updates.
3. Review and approve (by signature) time sheets and leave records.
4. Prepare checks from authorized salary and time sheets and review work.
5. Review payroll for reasonableness and sign checks – first signature.
6. Review payroll and sign checks – second signature.
7. Distribute checks.

### **Separation of Duties**

Finance Officer  
(2) (3) (4) (7)

Town Council  
(1)

Mayor Pro Tem  
(5)

Mayor  
(6)

## **F. BILLING AND RECEIVING - UTILITY**

### **Procedures**

1. The meter readings should be taken by someone other than the normal reader at least once a year. The meter reader should not have any financial duties.
2. Total gallons billed should be reconciled to total gallons
3. Before mailing, all bills should be reviewed for reasonableness.
4. Billing procedures should provide that a return portion of bill be submitted with payment.
5. Receipt of payment should be separated from recording transactions. The person who receives payment should not be posting to the accounts receivable ledger.
6. Responsible official reviews the ordering of pre-numbered receipt books for proper number sequencing.
7. Pre-numbered receipts should be issued for all cash receipts. (Separate books for major functions: Tax receipt book, Water and Sewer receipt book, and Miscellaneous receipt book).
8. Accounts receivable ledgers should be balanced with control accounts monthly.
9. Delinquent accounts should be listed periodically for review by an appropriate official.
10. Have an agreement with the bank that all checks with the unit of government as “payee” must be deposited, not cashed.

### **Duties**

Internal Controls and Separation of Duties Policy Revised 2023.docx, Revised 08-13-2020, Revised 02-09-2023



1. Establish a policy for terminating services to delinquent customers.
2. Enter meter readings.
3. Prepare bills and review work.
4. Reconcile total gallons billed to total gallons pumped.
5. Post to accounts receivable ledger.
6. Mail bills.
7. Receive return portion of billing along with check or cash, write receipt, record amount received on return portion of billing and endorse all checks "for deposit only" to unit account.
8. Prepare Daily Collection Report from Rural Billing and compare to incoming spreadsheet.
9. Prepare deposit slip and reconcile to Daily Collection Report.
10. Record receipt of cash to accounts receivable ledger.
11. Prepare a list of delinquent accounts.
12. On a sample basis, trace billings into accounts receivable ledger to see if they have been posted.
13. On a sample basis, trace deposits into accounts receivable ledger. (Take the return portion of the billings and trace to accounts receivable ledger; amount posted should equal amount deposited.) Compare to Rural Billing.
14. Review of delinquent accounts. Determine that "cut-off" policy as established in #1 above is being adhered to by reviewing accounts receivable ledgers.
15. Town Council will review and approve any and all write-offs.

#### **Separation of Duties**

Deputy Clerk	Finance Officer	Mayor Pro Tem	Town Council
(2) (6) (7) (8)	(3) (4) (5) (9) (10) (11)	(12) (13)	(1) (14) (15)

Approved \_\_\_\_\_ signed by: \_\_\_\_\_ Mayor

Attest: \_\_\_\_\_ Town Clerk

## Stokesdale Town Hall

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**From:** Kimberly Thacker  
**Sent:** Tuesday, January 17, 2023 5:54 PM  
**To:** Stokesdale Town Hall; Deputy Clerk  
**Cc:** Derek Foy; Mike Crawford; Jim Rigsbee; Jimmy Landreth; timjonesstokesdale@gmail.com  
**Subject:** Budget workshop

Good evening!

These are my proposed dates for budget workshops for budget FY23/24. I based these dates on the what we scheduled for budget workshops FY22/23.

If these are ok with you I will request this to be added to the agenda for the meeting February 9, 2023.

Your feedback would be appreciated.

The first Thursday of the month beginning March – May.

- March 2, 2023
- April 6, 2023
- May 4, 2023

Thank you,

*Kimberly Thacker, Finance/Budget Officer*  
*Town of Stokesdale*  
*(336) 643.4011 - (336) 508-4671*  
*P.O. Box 465 / 8325 Angel Pardue Road*  
*Stokesdale, NC 27357*  
[www.stokesdale.org](http://www.stokesdale.org)



Please note that emails sent to and from this address are subject to the North Carolina Public Records Law and may be disclosed to third parties.

## Stokesdale Town Hall

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**From:** Kimberly Thacker  
**Sent:** Saturday, February 4, 2023 2:55 PM  
**To:** Stokesdale Town Hall; Deputy Clerk  
**Cc:** Derek Foy; Mike Crawford; timjonesstokesdale@gmail.com; Jim Rigsbee; Jimmy Landreth; chwinfree@adamswinfree.com  
**Subject:** RFP - Auditors  
**Attachments:** Auditors Local Municipalities.pdf; RFP FOR AUDIT SERVICES-23.pdf

Council,

You voted unanimously in the July 14, 2022 TC meeting for the Finance Officer to reach out to four other accounting/auditing firms to solicit proposals for the next year's Town audit. Councilman Jones requested an amendment to the motion that Council review the list prior to mailing out a request for proposals. The amendment was accepted.

I sent a list out to you on July 27, 2022 with 6 auditing firms and you will find that same list attached to this email. You will also find the RFP I wish to send out to the auditing firms. The Town of Stokesdale has used this RFP in the past for auditing proposals.

I have requested this to be added to agenda since council approved the motion for the list to be reviewed before the proposals were sent out.

*Thank you,*

*Kimberly Thacker, Finance/Budget Officer  
Town of Stokesdale*

*(336) 643-4011 - (336) 508-4671*

*P.O. Box 465 / 8325 Angel Pardue Road*

*Stokesdale, NC 27357*

[www.stokesdale.org](http://www.stokesdale.org)



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**Firm****Town Audited**

Dixon Hughes Goodman LLP  
1829 Eastchester Dr. floor 1  
High Point, NC 27265  
336-889-5156

Oak Ridge  
Kernersville  
Jamestown

W. Greene PLLC  
251 Washington St  
Whiteville, NC 28472  
910-207-6564

Summerfield  
Madison

Gibson & Company  
1411 Old Mill Circle  
Winston Salem, NC 27103  
336-760-8910

Walnut Cove  
King  
Walkertown

Cherry Bekaert, LLP  
3800 Glenwood Ave Ste 200  
Raleigh, NC 27612  
919-782-1040

Reidsville

Eddie Carrick CPA, PC  
151 Young Drive  
Lexington, NC 27292  
336-249-2545

Rural Hall

Rouse Rouse Rouse & Gardner, LLP  
439 West Kings Highway  
Eden, NC 27288  
336-627-1323

Stokesdale  
Mayodan  
Eden  
Stoneville  
Wentworth



## **REQUEST FOR PROPOSAL FOR AUDIT SERVICES**

Town of Stokesdale  
NORTH CAROLINA

**Due Date: March 3, 2023**

**Receipt Location:**

Post Office Box 465  
Stokesdale, NC 27357

**Contact Person:**

Kimberly Thacker, Finance Officer  
336-643-4011  
Email: [kthacker@stokesdale.org](mailto:kthacker@stokesdale.org)

### **REQUEST FOR PROPOSAL FOR AUDIT SERVICES - Town of Stokesdale, NC**

The Town of Stokesdale (hereinafter called the "Town") invites qualified independent auditors (hereinafter called "auditor") having sufficient governmental accounting and auditing experience in performing an audit in accordance with the specifications outlined in this Request for Proposal (RFP) to submit a proposal.

There is no expressed or implied obligation for the Town of Stokesdale to reimburse firms for any expenses incurred in preparing proposals in response to this request.

The specific details shown herein shall be considered minimum unless otherwise shown. The specifications, terms, and conditions included with this RFP shall govern in any resulting contract(s) unless approved otherwise in writing by the Town of Stokesdale. The bidder consents to personal jurisdiction and venue in a state court of competent jurisdiction Guilford County, North Carolina.

#### **Type of Audit**

The audit will encompass a financial and compliance examination of the Town's Comprehensive Annual Financial Report (CAFR) in accordance with the laws and/or regulations of the State of North Carolina, which include requirements for the minimum scope of the audit. The financial and compliance audit will cover federal, state, and local funding sources in accordance with generally accepted auditing standards; *Government Auditing Standards*, the Single Audit Act of 1984; the Single Audit Act Amendments of 1996; the provisions of OMB Circular No. A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, including revisions; the State Single Audit Implementation Act; and all other applicable laws and regulations.

#### **Period**

The Town intends to continue the relationship with the auditor for no less than three years based on annual negotiation after the completion of the first-year contract. Each year after negotiations have

taken place an annual contract documenting the terms of the audit will be signed. Since one governing board may not obligate future governing boards, the remaining years of the agreement are subject to annual governing board approval. The Town of Stokesdale reserves the right to request proposals at any time following the first year of this contract. Thus, prepare proposals for the following years, with Year one being the only obligated year:

July 1, 2022, to June 30, 2023

July 1, 2023, to June 30, 2024

July 1, 2024, to June 30, 2025

**Requirements** The audit must be conducted in accordance with generally accepted auditing standards; *Government Auditing Standards*, revisions issued by the Comptroller General of the United States; Office of Management and Budget Circular No.A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, including revisions published in *Federal Register*, the State Single Audit Implementation Act of 1996, and any other applicable procedures for the audit of a government's financial statements prepared in accordance with GAAP.

The financial audit opinion will cover the financial statements for the governmental activities, the business-type activities, each major fund, and the remaining fund information, which collectively constitutes the basic financial statements. The combining and individual financial statements, schedules, and related information are not necessary for fair presentation, but will be presented as additional analytical data. This supplemental information, as required by GASB 34, will be subjected to the tests and other auditing procedures applied in the audit of the basic financial statements, and an opinion will be given as to whether the supplemental information is fairly stated in all material respects in relation to the basic financial statements taken as a whole. The auditor shall also express an opinion on the budgetary comparison information for the general fund, the major funds, and any annually budgeted special revenue funds. An opinion will not be given on the Management Discussion and Analysis.

The Auditor will prepare some year-end adjusting journal entries, primarily GASB34 conversion and GASB68 entries. The auditor will be ultimately responsible for the preparation, typing, proofing, printing, and copying of the Comprehensive Annual Financial Report (CAFR), including the Basic Financial Statements, notes to the financial statements, supplementary information and compliance reports. The Town of Stokesdale, Finance staff will be actively involved in the MD&A, and other schedules section preparation. The auditor will submit a draft of the Financial Statement to be reviewed in detail by the Finance Officer. This draft should be submitted to the Town of Stokesdale, in time to allow ample review and corrections. The timing of this should insure final completion of the Financial Statements no later than the annual October 31st deadline for submission to the LGC.

Guidance will be required for new note disclosures; all approved GASB's as well as GASB implementations, and other reporting requirements as well as any early implementation requests by the LGC.

The auditor will assist with the Town's response to prior year comments from the Government Finance Officers Association relating to the Certificate of Achievement for Excellence in Financial Reporting Award Program. Assistance with filing the Annual Financial Information Forms (AFIR) with the US Census site for the North Carolina State Treasurer and any other applicable reports with appropriate state agencies and departments.

A preliminary draft of the audit and required journal entries must be submitted to the Finance Officer by **October 15<sup>th</sup>** for proofing and reconciliation to the unit's records.

Ten copies of each audit report, management letter, and other applicable reports must be supplied to the Finance Officer within the time frame cited above. In addition, the auditor is responsible for submitting the required three copies to the staff of the Local Government Commission (LGC). Any other copies required will be charged on an as needed basis in addition to the quoted fee.

The financial audit opinion will cover the financial statements for the governmental activities, the business-type activities, the financial statements of the aggregate discretely presented component units, each major fund, and the remaining fund information, which collectively constitutes the basic financial statements. The combining and individual financial statements, schedules, and related information are not necessary for fair presentation, but will be presented as additional analytical data. This supplemental information, as required by GASB 34, will be subject to the tests and other auditing procedures applied in the audit of the basic financial statements, and an opinion will be given as to whether the supplemental information is fairly stated in all material respects in relation to the basic financial statements taken as a whole. The auditor shall also express an opinion on the budgetary comparison information for the general fund, the major funds, and any annually budgeted special revenue funds. An opinion will not be given on the Management Discussion and Analysis.

The working papers shall be retained and made available upon request for no less than three years from the date of the audit report.

In the event that circumstances arise during the audit that require work to be performed in excess of the original estimates, any additional costs will be negotiated prior to commencement of the work and an amended contract will be approved by the governing board and forwarded to the staff of the LGC for approval.



### **Audit Contract & Payment of Audit Fees**

The audit contract must be approved by the staff of the Local Government Commission. Invoices are subject to approval by the LGC staff and the appropriate Grantor Agency, if applicable, prior to processing by the (type of unit). If grant funds will be used to pay for the audit, the grant agreement may require the Grantor Agency's approval before the invoice may be paid. Interim or progress billings will be accepted up to 75% of the total fee prior to submission of the audited financial statements to the staff of the Local Government Commission and their approval of the audited financial statements.

### **Other Services**

The auditor will prepare, type, and print the audited financial statements (or Comprehensive Annual Financial Report- if applicable). The auditor will submit a draft for review by the Finance Director (or audit committee if applicable). The Finance Director will return the draft with proposed revisions within 10 working days.

Examples of special conditions are:

1. Assistance to management's efforts to obtain the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.
2. Assistance with the preparation of any schedules or budget compilation which may be required of the unit by SEC Ruling 15c2-12 which deals with secondary market disclosures.
3. Assistance with the preparation of the Annual Financial Information Report (counties and municipalities only) required to be filed with the staff of the Local Government Commission.
4. Calculation of the Debt Service Coverage Ratio as required by certain revenue bond covenants. The bond covenants may also require the auditor to express an opinion on the unit's compliance with the debt service coverage ratio and other debt covenants.)

### **Description of Selection Process**

(2) copies of each section of the proposal should be submitted at the time and place indicated under the section entitled "Time Schedule for Awarding Contract."

Proposals will be submitted in two sections. The first section will be comprised of the audit firm's prior experience and qualifications of its personnel in performing governmental audits. The Town Finance Officer and the Town Clerk will evaluate the auditor/firm on educational and technical qualifications. The top five firms from the first section will have their second section opened and evaluated. The firm best meeting the Town of Stokesdale's expectations for experience, audit approach, and cost requirements will be selected.

PLEASE KEEP IN MIND THAT COST, WHILE AN IMPORTANT FACTOR, WILL NOT BE A SOLE DETERMINING FACTOR. UNUSUALLY LOW BIDS THAT ARE OBVIOUSLY OUT OF LINE WITH OTHER BIDDERS OR ARE SIGNIFICANTLY LOWER THAN OUR CURRENT FEES WILL RAISE CONCERN. THE LOWEST BID WILL NOT AUTOMATICALLY BE AWARDED PREFERENTIAL CONSIDERATION.

The Town requests that no Town officials be contacted during this process. The Town Clerk or Finance Officer may be contacted only to clarify questions concerning the RFP.

The Town Council reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the services for its intended use and further specifically reserve the right to make the award in the best interest of the Town.

Failure to respond to any requirements outlined in the RFP, or failure to enclose copies of the required documents, may disqualify the bid.

### **First Section**

The first section should address the requested information below. The corresponding responses should begin with the number below for the requested information.

1. Indicate the number of people (by level) located within the local office that will handle the audit.
2. Provide a list of the local office's current and prior government audit clients, indicating the type(s) of services performed and the number of years served for each. Responsive firms should include any relevant information regarding audits performed on financial statements prepared under the new reporting model.
3. Indicate the experience of the local office in providing additional services to government clients by listing the name of each government, the type(s) of service performed, and the year(s) of engagement.
4. Describe your audit organization's participation in AICPA-sponsored or comparable quality control programs (peer review). Provide a copy of the firm's current peer review.
5. Describe the professional experience in governmental audits of each senior and higher-level person assigned to the audit, the years on each job, and his/her position while on each audit. Indicate the percentages of time each senior and higher-level personnel will be on site. Again, relevant experience with the new reporting model should be clearly communicated.
6. Describe the relevant educational background of each person assigned to the audit, senior level and higher. This should include seminars and courses attended within the past three years, especially those courses in governmental accounting and auditing.

7. Describe the professional experience of assigned individuals in auditing relevant government organizations, programs, activities, or functions (e.g., utilities).
8. Describe any specialized skills, training, or background in public finance of assigned individuals. This may include participation in State or national professional organizations, speaker or instructor roles in conferences or seminars, or authorship of articles and books.
9. Provide names, addresses, and telephone numbers of personnel of current and prior governmental audit clients who may be contacted for a reference.
10. Describe the firm's Statement of Policy and Procedures regarding Independence under Government Auditing Standards (Yellow Book), July 2011 Revision. Provide a copy of the firm's Statement of Policy and Procedures.
11. Is the firm adequately insured to cover claims? Describe liability insurance coverage arrangements.
12. Describe any regulatory action taken by any oversight body against the proposing audit organization or local office.

## **Second Section**

Proposals should include completed cost estimate sheets and any other necessary cost information in a *separate, sealed* envelope marked - "Cost Estimate." The Town Council plans to evaluate the qualifications of all firms submitting proposals before considering the Cost Estimate.

This second section should consist of completed cost estimate sheets, which will include the following information:

1. Type of audit program used (tailor-made, standard government, or standard commercial).
2. Use of statistical sampling.
3. Use of computer audit specialists.
4. Organization of the audit team and the approximate percentage of time spent on the audit by each member.
5. Information that will be contained in the management letter.
6. Assistance expected from the government's staff, if other than outlined in the RFP.
7. Tentative schedule for completing the audit within the specified deadlines of the RFP.
8. Use of internal audit staff (if applicable).

9. Specify costs using the format below for the audit year July 1, 2022, to June 30, 2023. For the two audit years, which follow, list the estimated costs. The cost for the audit year ending June 30, 2023, is binding, while the second and third years are estimated costs. Cost estimates must indicate the basis for the charges and whether the amount is a "not-to-exceed" amount.
- A. Personnel costs - Itemize the following for each category of personnel (partner, manager, senior, staff accountants, clerical, etc.) with the different rates per hour.
- 1) Estimated hours - categorize estimated hours into the following: on-site interim work, year-end on-site work, and work performed in the auditor's office.
  - 2) Rate per hour.
  - 3) Total cost for each category of personnel and for all personnel costs in total.
- B. Travel - itemize transportation and other travel costs separately.
- C. Cost of supplies and materials - itemize.
- D. Other costs - completely identify and itemize.
- E. If applicable, note your method of determining increases in audit costs on a year-to-year basis
10. Please list any other information the firm may wish to provide.
11. Please include the Summary of Audit Costs Sheet with your proposal.

#### **Time Schedule for Awarding the Contract**

Request for proposal packages will be received by March 3, 2023, by 5:00 p.m.

Proposals signed by authorized officials will be received by, Dale Martin Town Clerk or Robbie Wagoner, II Deputy Clerk at Post Office Box 465, Stokesdale, North Carolina 27357, until March 3, 2023, at 5:00. Envelopes containing proposals should be clearly identified on the front with the words "RESPONSE TO RFP FOR AUDIT SERVICES". The Town Council will review the proposals and decide at which time the contract will be awarded.

Any questions should be directed to Kimberly Thacker, Finance Officer, at 336-643-4011 or email: [Kthacker@stokesdale.org](mailto:Kthacker@stokesdale.org) (Cc.) [Stokesdale@stokesdale.org](mailto:Stokesdale@stokesdale.org); [deputyclerk@stokesdale.org](mailto:deputyclerk@stokesdale.org)



## **Description of the Governmental Entity and Its Accounting System**

### **Entity**

The Town of Stokesdale is a municipal corporation in North Carolina with a population of approximately 5900 citizens and approximately 731 water customers. The Town of Stokesdale operates a General Fund, Water Enterprise Fund.

Budgeted revenues are estimated at \$794,737.50 GF and \$1,801,581.75 in WE in FY 2022-2023.

### **Grants, Entitlements, and Shared**

#### **Revenues**

A copy of the Schedule of Expenditures of Federal and State Awards for the year ended June 30, 2023, is enclosed with this RFP. Included also is a Summary of Auditor's Results showing the major programs for the prior year.

### **Budgets**

The unit budgets all funds on the modified accrual basis of accounting as required by North Carolina law. Appropriations are made at the departmental level. The budget is adopted by Town Council, as the Town is a Mayor-Council form of government. Stokesdale does employ a Town Clerk, Deputy Clerk, Water System Customer Service Manager, Finance Officer and Operator in Responsible Charge (Water System).

### **Accounting Records**

The Town maintains all its accounting records at the finance office located at 8325 Angel Pardue Road, Stokesdale, North Carolina. The governmental unit maintains its cash receipts journal, cash disbursements journal, general ledger, and accounts receivable ledger on the server computer, centrally located in the office. The software is QuickBooks Online (QBO).

**The Town's Finance Officer will prepare the following items:**

**General**

1. Working Balance Sheet for each fund.
2. Working Statement of Revenues, Expenditures, and Transfers for each fund.
3. General Ledger transaction detail report for each account.
4. A copy of the original budget, all amendments, and the final budget as of June 30, 2023
5. A copy of all project ordinances and all amendments for active projects during the audit period.
6. Copies of all correspondence with the staff of the Local Government Commission, including semiannual Cash and Investment Reports (LGC-203), unit letters, faxes regarding the audited financial statements and compliance reports for the previous year.

**Cash and Investments**

1. All bank reconciliations for each month
2. List of outstanding checks by account, showing check number, date, and amount.

**Receivables**

1. Listing of outstanding (General Fund) receivables by account as of the fiscal year end.
2. Listing of outstanding (Water Enterprise) receivables in detail as of the fiscal year end.

## **Current Liabilities**

### **Grants**

The following will be compiled for each grant:

1. Grant agreement.

## **Size and Complexity of the Town**

### **Personnel/Payroll**

- Number of employees
- Frequency of payroll
- Number of payroll direct deposit

### **Water Enterprise**

- Billing Number of statements each month
- Average number of delinquent accounts at month end

### **Bank Accounts**

- Number of bank accounts
- Average monthly activity in main accounts

## **Contact information:**

Name: Kimberly Thacker

Title: Finance Officer/Budget Officer

The Town of Stokesdale Address:

Post Office 465

Stokesdale, NC 27357 Phone: 336-643-4011

Email: [kthacker@stokesdale.org](mailto:kthacker@stokesdale.org)

(Cc.) [Stokesdale@stokesdale.org](mailto:Stokesdale@stokesdale.org)

(Cc.) [Deputyclerk@stokesdale.org](mailto:Deputyclerk@stokesdale.org)

## SUMMARY OF AUDIT COSTS SHEET

- |  |                 |
|--|-----------------|
| 1. Base Audit                                      |                 |
| Includes Personnel costs, travel, and on-site work | \$ _____        |
| 2. Financial Statement Preparation                 | \$ _____        |
| 3. Extra Audit Service                             |                 |
| \$ _____ per hour                                  | \$ _____        |
| 4. Other (explain)                                 |                 |
| _____  | \$ _____        |
| 5. Other (explain)                                 |                 |
| _____  | \$ _____        |
| <b><u>TOTAL</u></b>                                | <b>\$ _____</b> |





## **TOWN OF STOKESDALE**

### **PLANNING BOARD**

### **RULES & PROCEDURES**

#### **I. GENERAL RULES**

The Stokesdale Planning Board shall be governed by the North Carolina General Statutes, the Charter of the Town of Stokesdale, and other general and special state laws relating to planning in Stokesdale, as well as by the ordinance by which this Board was created.

#### **II. OFFICERS AND DUTIES**

A. **CHAIRMAN.** A Chairman shall be elected from the voting members of the Planning Board. His or her term shall be for one year as of the first meeting in January, and he or she shall be eligible for re-election for no more than two successive terms. The Chair shall decide all points of order and procedure, subject to these rules unless directed otherwise by a majority of the Board in session at the time. The Chairman shall appoint any committees found necessary to investigate or study matters before the Board. The Chairman shall perform such other duties as he or she may be directed by a majority of the Board.

B. **VICE-CHAIRMAN.** A Vice-chairman shall be elected by the Board from among its voting members in the same manner and for the same term as the Chairman. The term of the Vice-Chairman shall be for one year, beginning as of the first meeting in January and may be re-elected for no more than two successive terms. He or she shall serve as acting chair in the absence of the chair, and at such times he or she shall have the same powers and duties as the chair. In the event the office of Chairman becomes vacant, the Vice-Chairman shall serve the unexpired term of the Chairman. A Vice-Chairman shall be elected to serve the unexpired term of former Vice-Chairman. The Vice-Chairman shall perform other duties as he may be directed by a majority of the Board.

C. **SECRETARY.** The Town of Stokesdale Deputy Town Clerk shall serve as the secretary for the planning board. The secretary, subject to the direction of the Chairman and the Board, shall keep all records, shall conduct all correspondence of the Board, and shall generally supervise the clerical work of the Board. The secretary shall keep the minutes of every meeting of the Board, which minutes shall be a public record. The minutes shall show the record of all important facts pertaining to each meeting and hearing, every resolution acted upon by the Board, and all votes of board members upon any resolution or upon the final determination of any question, indicating the names of members absent or failing to vote. If the secretary is chosen from outside the membership of the Board, he or she shall not be eligible to vote upon any matter.

D. OTHER OFFICERS: Should the Chairman and Vice-Chairman both be absent at any meeting, the Board shall elect a temporary chairman to serve at the meeting. Should the Secretary be absent, a temporary secretary shall be appointed by the Chairman.

E. VOTING MEMBERS AND ALTERNATES. Voting members and alternates should attend every regular meeting of the Planning Board. Should a regular voting member find that they cannot attend a meeting, the secretary shall be notified of the meeting date of the expected absence. The secretary shall then contact alternates, on a rotating basis, in order that they serve as a voting member in the absence of a regular member. In the event that an alternate is seated at a regular meeting to make a quorum and/or to bring the Board up to the total of 7 five (5) members, the alternate shall act in the same official capacity as a regular voting member for the duration of the meeting. In the event that a voting member requires a replacement for his/her chair during the course of a meeting, the change can only be made after a vote is taken and prior to another subject being discussed.

### III. MEETINGS

A. REGULAR MEETINGS. Regular meetings of the Board shall be held on the fourth Thursday of each month starting at 7:00 PM. Upon a majority vote of the Stokesdale Planning Board meetings may be held at any other time or place in the Town provided the notice is given pursuant to the law with (1) Notice being posted on the door of Town Hall; (2) Must be posted at least 48 hours before the time of the meeting. Regular monthly meeting dates shall be calendared for the entire calendar year in advance by the Secretary and approved by the Stokesdale Town Council.

B. SPECIAL MEETINGS. Special meetings of the Board may be called at any time by the chair as the law provides. At least forty-eight hours' notice of the time and place of special meetings shall be given, by the secretary or the chair, to each member of the Board.

C. CANCELLATION OF MEETINGS. Whenever there is no business for the Board, the chair may dispense with a regular meeting by giving notice to all the members not less than forty-eight hours before the time set for the meeting and a cancellation notice posted forty-eight hours prior to the time; provided that the Board shall meet at least once in each sixty (60) day period.

D. QUORUM A quorum shall consist of three (3) members of the Board.

E. CONDUCT OF MEETINGS. All meetings shall be open to the public. The order of business at regular meetings shall be at the discretion of the presiding Chairman and should include the following:

(a) roll call; (b) reading of minutes of previous meeting; (c) reports of committees; (d) unfinished business; (e) new business. Parliamentary procedure shall be in compliance with Robert's Rules of Order. Normally for rezoning cases, proponents and opponents each will have twenty (20) minutes to present their side, and an additional five (5) minutes to proponents and five (5) minutes to opponents for rebuttal. At the discretion of the

Chairman, these times limits may be waived. During the discussion of matters heard in the public hearing, the Planning Board, including alternates acting in official capacity as a voting member, may ask questions of the members of the audience. Any alternate present but not acting in official capacity as a voting member, must follow the rules that apply to audience in general. At the close of discussion of matters heard in public hearing, the Chairman may: (a) call for a formal motion, a second, and a vote by members for or against the motion. (b) call for a vote on the item without calling for a formal motion. (c) call for a formal motion, a second, and a vote by the members to continue, to a date and time certain, the matter being heard until such time as additional necessary information may be obtained.

F. VOTE. The vote of a majority of those members present shall be sufficient to decide matters before the Board, provided a quorum is present; provided, however, that as to zoning map amendments, the provisions of Section 3-12 of the Stokesdale Development Ordinance are met No Board member shall participate in the decision of any matter in which he or she has a personal financial interest.

#### **IV. PERSONAL CONDUCT OF PLANNING BOARD MEMBERS:**

Membership on the Planning Board is accepted as a public service. Any payment to Board members for attending meetings and/or mileage expense when attendance is for the benefit of the Board, must receive prior approval by the Stokesdale Town Council prior to incurring the expense. Except at public meetings of the Board, its members do not discuss their personal opinions concerning specific zoning cases scheduled or likely to come before the Board with proponents, opponents, or others with a direct interest.

Board members shall devise a method whereby insofar as possible the site of each zoning request will be inspected by a Board member.

When a Board member concludes that a matter before the Board involves or could involve a conflict of interest on his part or his voting might not be in the public interest, he promptly informs the Board Chairman. The Board member then refrains from any discussion or comment on the particular case and abstains from voting.

Each Board members decides which invitations, to attend or participate in public and private functions, he can appropriately accept as a member of the Board. He is careful to indicate when he is representing the Board rather than acting or speaking for himself. Such allied efforts contributing to the work and purposes of planning in Stokesdale are unpaid, except when infrequently acceptance of out-of-pocket expenses is necessary to make possible the constructive participation; in such instances, the Planning Board is officially consulted or advised.

Board members do not engage in any private and profitable employment, or in any personal business transaction, in which the fact of membership on the Board or any knowledge of its actions unique to membership would be qualification for such employment or a significant reason for the personal business transaction.

Board members do not accept gifts from applicants, their representatives, or other persons and institutions concerned with matters which have been or might come before the Board. However well intended, acceptance of such gifts could lead to misconceptions by prospective donor or the public generally.

### **CODE OF ETHICS**

This statement is a guide to the ethical conduct for all who serve as Planning Board members for the Town of Stokesdale in their role as advisors, advocates, and decision makers for the Town of Stokesdale. It presents a set of principles to be held in common by certified planners, other practicing planners, appointed and elected officials, and others who participate in the process of planning.

The planning process exists to serve the public interest. While the public interest is a question of continuous debate, both in its general principles and in its case-by--case applications, it requires a conscientiously held view of the policies and actions that best serve the entire community.

Planning issues commonly involve a conflict of values and, often, there are large private interests at stake. These accentuate the necessity for the highest standards of fairness and honesty among all participants.

Those who practice planning needs to adhere to a special set of ethical requirements that must guide all who aspire to professionalism.

The ethical principles derive both from the general values of society and from the Planning Board members' special responsibility to serve the public interest. As the basic values of society are often in competition with each other, so do these principles sometimes compete. For example, the need to provide full public information may compete with the need to respect confidences. Plans and programs often result from a balancing among divergent interests. An ethical judgment often also requires a conscientious balancing, based on the facts and context of a particular situation and on the entire set of ethical principles.

The statement also aims to inform the public generally. It is also the basis for continuing systematic discussion of the application of its principles that is itself essential behavior to give them daily meaning.

The planning process must continuously pursue and faithfully serve the public interest.



Planning Process Participants should:

1. Recognize the rights of citizens to have input in planning decisions.
2. Strive to give citizens (including those who lack formal organization or influence) full, clear and accurate information on planning issues and the opportunity to have a meaningful role in the development of plans and programs;
3. Strive to expand choice and opportunity for all persons, recognizing a special responsibility to plan for the needs of the disadvantaged groups and persons;
4. Assist in the clarification of community goals, objectives and policies in plan-making.
5. Ensure that reports, records and any other non-confidential information which is, or will be, available to decision makers is made available to the public in a convenient format and sufficiently in advance of any decision.
6. Strive to protect the integrity of the natural environment and the heritage of the built environment; and,
7. Pay special attention to the interrelatedness of decisions and the long-range consequences of present actions.

Participants in the planning process should continuously strive to achieve high standards of integrity and proficiency so that public respect for the planning process will be maintained.

Planning Board members should:

1. Exercise fair, honest and independent judgment in their roles as decision makers and advisors;
2. Make public disclosure of all "personal interests" they may have regarding any decision to be made in the planning process in which they serve, or are requested to serve, as advisor or decision maker;
3. Define "personal interest" broadly to include any actual or potential benefits or advantages that they, a spouse, family member or person living in their household might directly or indirectly obtain from a planning decision;
4. Abstain completely from direct or indirect participation as an advisor or decision maker in any matter in which they have a personal interest and leave any chamber in which such a matter is under deliberation, unless their personal interest has been made a matter of public record;
5. Seek no gifts or favors, nor offer any, under circumstances in which it might reasonably be inferred that the gifts or favors were intended or expected to influence a participant's objectivity as an advisor or decision maker in the planning process.
6. Not participate as an advisor or decision maker on any plan or project in which they have previously participated as an advocate;
7. Not participate as an advocate on any aspect of a plan or program on which they have previously served as advisor or decision maker unless their role as advocate is authorized by applicable law, agency regulation, or ruling of an ethics officer of agency; such participation as an advocate should be allowed only after prior disclosure to, and approval by, their affected client or employer; under no circumstance should such participation commence earlier than one year following termination of the role as advisor or decision maker;

8. Not use confidential information acquired in the course of their duties to further a personal interest;
9. Not disclose confidential information acquired in the course of their duties except when required by law, to prevent a clear violation of law or to prevent substantial injury to third persons; provided that disclosure in the latter two situations may not be made until after verification of the facts and issues involved and consultation with other planning process participants to obtain their separate opinions;
10. Not misrepresent facts or distort information for the purpose of achieving a desired outcome;
11. Not participate in any matter unless adequately prepared and sufficiently capacitated to render thorough and diligent service; and,
12. Respect the rights of all persons and not improperly discriminate against or harass others based on characteristics which are protected under civil rights laws and regulations.

## **V. AMENDMENTS**

These rules may, within the limits allowed by law, be amended at any time by a majority vote of the Stokesdale Town Council.

Adopted by the Stokesdale Planning Board on July 2, 1998. Amended by the Stokesdale Planning Board on November 5, 1998, November 2, 2000, and June 5, 2003. Amended by the Stokesdale Town Council on November 14, 2019.

Amendments adopted this the 9<sup>th</sup> day of February 2023 by the Stokesdale Town Council.

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Michael E. Crawford  
Mayor  
Town of Stokesdale

Attest:

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Robbie Lee Wagoner II  
Deputy Town Clerk  
Town of Stokesdale



## Legislation Details (With Text)

<b>File #:</b>	2023-157	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Contract	<b>Status:</b>		Passed	
<b>File created:</b>	12/30/2022	<b>In control:</b>		Board of Commissioners	
<b>On agenda:</b>	1/19/2023	<b>Final action:</b>		1/19/2023	
<b>Title:</b>	MUNICIPAL INTERLOCAL ARPA AGREEMENTS				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	1. Stokesdale Agreement, 2. Gibsonville Hwy61 Agreement, 3. Gibsonville Water Tank Agreement, 4. Oak Ridge Water Agreement FINAL, 5. Oak Ridge Park Agreement				

Date	Ver.	Action By	Action	Result
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### TITLE

## MUNICIPAL INTERLOCAL ARPA AGREEMENTS

### SPONSOR

Michael Halford

### BACKGROUND

During a special work session on Tuesday, August 9, 2022, the Guilford County Board of Commissioners approved funding to enter into agreements with municipalities as outlined below:

#### Town of Stokesdale Water Project - \$3,113,038

This agreement will cover the installation of a dual water main into the Town and the addition of a diffuser/stirrer and an electronic altitude control valve on their elevated tank. Project costs include design and construction.

#### Town of Oak Ridge Water System Project - \$3,265,000

This agreement will cover the construction of water infrastructure including an elevated water storage tank and the construction of a water main to connect the tank to utilities. Project costs are fully allocated toward construction.

#### Town of Oak Ridge Town Park Amenities - \$305,000

This agreement will provide funds to cover a portion of the renovation costs for the Redmon House to serve as a community center at Oak Ridge Town Park. Project costs are fully allocated toward construction.

Town of Gibsonville Water Tank - \$2,800,000

This agreement will allow the Town to construct a 500,000-gallon water tank, increasing storage capacity, increasing fire flow, eliminating the need for two outdated tanks. Project costs include design and construction.

Town of Gibsonville HWY 61 Water Connector - \$3,140,000

This agreement will cover the installation of a new water line along Highway 61 to improve water quality in the northwest part of town and increase water pressure and fire flow on the western side of the town. Project costs include easement, legal, design, and construction.

Each of these agreements will be funded under the Federal Expenditure Category 6.1 Revenue Replacement: Provision of Government Services.

**REQUESTED ACTION**

Authorize the County Manager, or designee, to enter into agreements, in substantial form, for the following towns: The Town of Stokesdale (In the amount of \$3,113,038 for Water Project); the Town of Oak Ridge (Water System Project in the amount of \$3,265,000 and Town Park Amenities in the amount of \$305,000), and the Town of Gibsonville (Water Tank Project - \$2,800,000 and HWY 61 Water Connector Project \$3,140,000) from the total allocation of ARPA funds.



## **GUILFORD COUNTY CONTRACT NO. 90004963**

American Rescue Plan Act of 2021  
Coronavirus State and Local Fiscal Recovery Funds  
Agreement  
Between  
Guilford County, North Carolina  
and  
Town of Stokesdale, North Carolina

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

**Section 1.1. Parties.** The parties to this agreement (“Agreement”) are Guilford County, North Carolina, a body politic and political subdivision of the State of North Carolina (“Guilford County”) and Town of Stokesdale, a North Carolina municipal corporation (“Awardee”).

**Section 1.2. Definitions.** The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.

**Section 1.3. Source of Funding.** This Agreement is funded by a portion of the \$104,339,752 allocated to Guilford County by the Coronavirus State Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act of 2021 (ARPA/CSLFRF). More specifically, this project has been identified as Treasury Expenditure Category 6.1 Provision of Government Services.

**Section 1.4. Purpose.** The purpose of this Agreement is to establish the terms and conditions for an award allocated to the Awardee from Guilford County.

**Section 1.5. Term.** This Agreement shall govern the performance of the parties for the period January 1, 2023 (the “Effective Date”) through December 31, 2026 (“Expiration Date”), unless earlier terminated by either party in accordance with the terms of this Agreement (“Agreement Term”).

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

**Section 2.1. Scope of Services.** Awardee shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

**Section 2.2. Budget.** Awardee shall perform the Approved Activities in accordance with the program budget as approved by Guilford County and attached hereto as Exhibit C (Approved Budget).

**Section 2.3. Prior Approval for Changes.** Awardee may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Guilford County; nor shall Awardee make any changes, directly or indirectly, to program design, Approved Activities, or Approved Budget without the prior written approval of Guilford County.

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

**Section. 3.1. Payment of Funds.** Guilford County agrees to provide Awardee an initial \$600,000 following full execution of this Agreement to allow Awardee to maintain a source of funds from which to pay for activities that are within the scope of this Agreement ("Initial Payment"). The Initial Payment must be used in accordance with the Approved Budget and Approved Activities. It is subject to all requirements of this Agreement except that it will be paid in advance of an invoice. Any portion of the Initial Payment that remains unspent at the earlier the Expiration Date, the last day of the Agreement Term, or the date of any earlier termination of the Agreement shall be promptly repaid to Guilford County. Following the Initial Payment, Guilford County agrees to reimburse Awardee for costs actually incurred and paid by Awardee in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed \$3,113,038 ("Total Agreement Funds"). The amount of Total Agreement Funds, however, is subject to adjustment by Guilford County if a change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the Expiration Date or the last day of the Agreement Term. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

**Section. 3.2. Invoices.** As full compensation for the Awardee's delivery of the goods and/or services, and subject to the terms of this Agreement, the County agrees to pay the amounts for the services as set out herein and in Exhibit B, which is attached hereto and incorporated herein by reference. Payment will be made by the County to Awardee within thirty (30) days of receipt of a correct invoice and proper documentation that services have been delivered and provided in accordance with the Agreement. Guilford County may disapprove the requested reimbursement claim. If the reimbursement claim is disapproved, Guilford County shall notify Awardee as to the disapproval. A decision by Guilford County to disapprove a reimbursement claim is final. There is no appeal process for Awardee. If Guilford County approves payment, then Guilford County will disburse the funds without further notice.

**Section. 3.3. Guilford County's Obligations Contingent on Federal Funding and Awardee Compliance.** The payment of funds to Awardee under the terms of this Agreement shall be contingent on the receipt and continued availability of such funds by Guilford County from the ARPA/CSLFRF and shall be subject to Awardee's continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that Guilford County receives from the ARPA/CSLFRF is reduced, or the amount of such funds that Guilford County has remaining is insufficient, Guilford County may reduce the amount of funds awarded under this Agreement or terminate this Agreement. Guilford County also may deny payment for Awardee's expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of Awardee to comply with the terms and conditions of this Agreement. Guilford County shall have no obligation to pay Awardee any amount in connection with this Agreement except from ARPA/CSLFRF funds.

#### **Article IV. Financial Accountability and Grant Administration.**

**Section. 4.1. Financial Management.** Awardee shall maintain a financial management system and financial records related to all transactions with funds received pursuant to this Agreement. Awardee must administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including those sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, that

apply to ARPA CSLFRF Revenue Replacement Funds. See ARPA/CSLFRF Assistance Listing (21.027); U.S. Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15; and Section 5.3 of this agreement. Awardee shall adopt such additional financial management procedures as may from time-to-time be prescribed by Guilford County and/or required by applicable federal or state laws or regulations, or guidelines from U.S. Department of Treasury. Awardee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement.

**Section. 4.2. Limitations on Expenditures.** Guilford County shall only reimburse Awardee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Approved Activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Guilford County and Awardee procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Guilford County may not reimburse or otherwise compensate Awardee for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement.

**Section. 4.3. Indirect Cost Rate.** The indirect cost rate, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

**Section. 4.4. Financial and Other Reports.** Awardee shall submit to Guilford County such reports and back-up data as may be required by the Federal Government or Guilford County, including such reports which enable Guilford County to submit its own reports to the U.S. Department of Treasury, in accordance with the following schedule, which may be amended from time to time:

<u>REPORT</u>	<u>DEADLINE</u>
Project and Expenditure Reports (Quarterly)	January 31: 2024, 2025, 2026, 2027
	April 30: 2023, 2024, 2025, 2026
	July 31: 2023, 2024, 2025, 2026
	October 31: 2023, 2024, 2025, 2026
Recovery Plan (Annually)	July 31: 2023, 2024, 2025, 2026, 2027

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Awardee is required to submit to Guilford County following the expiration or termination of this Agreement.

**Section. 4.5. Improper Payments.** Any item of expenditure by Awardee under the terms of this Agreement which is found by auditors, investigators, or other authorized representatives of Guilford County, the US Department of Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Awardee, shall become Awardee's liability, and shall be paid solely by Awardee, or, if already expended, repaid as directed to Guilford County or the US Department of Treasury,

immediately upon notification of such, from funds other than those provided by Guilford County under this Agreement or any other agreements between Guilford County and Awardee. This provision shall survive the expiration or termination of this Agreement.

**Section. 4.6. Audits and Access to Records.** Awardee certifies compliance with applicable provisions of 2 CFR 200.501-200.521, and continued compliance with these provisions during the term of this section. If Awardee is not required to have a Single Audit as defined by 200.501, US Department of Treasury requirements, or the Single Audit Act, then Awardee shall have a financial audit performed yearly by an independent Certified Public Accountant. Awardee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to the Agreement upon request. Awardee certifies that it will provide Guilford County with notice of any adverse findings which impact this Agreement. This obligation extends for one year beyond the expiration or termination of this Agreement.

**Section. 4.7. Closeout.** Final payment request(s) under this Agreement must be received by Guilford County no later than thirty (30) days after the earlier of the Expiration Date or the last day of the Agreement Term. Guilford County will not accept a payment request submitted after this date without prior authorization from Guilford County. In consideration of the execution of this Agreement by Guilford County, Awardee agrees that acceptance of final payment from Guilford County will constitute an agreement by Awardee to release and forever discharge Guilford County, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Awardee has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Awardee's obligations to Guilford County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Guilford County. Such requirements shall include submitting final reports to Guilford County and providing any closeout-related information requested by Guilford County by the deadlines specified by Guilford County. This provision shall survive the expiration or termination of this Agreement. By law, Guilford County must expend all ARPA/CSLFRF funds by December 31, 2026. Accordingly, and without extending any earlier deadlines contained in this Section or in this Agreement, Guilford County shall have no obligation to make any payment not made on or before December 31, 2026, and no liability for not making any such payment, regardless of cause.

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

**Section. 5.1. General Compliance.** Awardee shall perform all Approved Activities funded by this Agreement in accordance with this Agreement, the award agreement between Guilford County and the US Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from Awardee's current policies and practices. Guilford County may assist Awardee in complying with all applicable requirements. However, Awardee remains responsible for ensuring its compliance with all applicable requirements.

**Section. 5.2. Expenditure Authority.** This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARPA/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); N.C.G.S. §153A-274.1 and §153A-276.

**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 ARPA/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*.<sup>1</sup>

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

**Section. 5.3. Federal Grant Administration Requirements.** Without limiting the forgoing, Awardee shall comply with those sections of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200 (UG), as adopted by the Department of Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARPA/CSLFRF (21.027), that apply to ARPA CSLFRF Revenue Replacement Funds. See US Department of Treasury CSLFRF Final Rule Frequently Asked Questions 13.15. These requirements dictate how Awardee must administer the award and how Guilford County must oversee Awardee.

Applicable UG provisions include:

**Subpart A, Acronyms and Definitions**

**Subpart B, General provisions**

**Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards** (except 2 CFR 200.204, .205, .210, and .213)

**Subpart D, Post Federal; Award Requirements** (except 2 CFR 200.301, .304-.327, .330-.333, and .339-345)

**Subpart E, Cost Principles** (except 2 CFR 200.400(d), (f), and (g), .401-.402, .403(b), (e), and (f), .404(a)-(d), and .405-.476)

**Subpart F, Audit Requirements**

**2 CFR Part 25 (Universal Identifier & System for Award Management)**

**2 CFR Part 170 (Reporting Subaward and Executive Compensation Information)**

**2 CFR Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement))**

**2 CFR Part 200, Appendix XII (Recipient Integrity and Performance Matters)**

Awardee shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. Guilford County may provide sample policies or other assistance to Awardee in meeting these compliance requirements. Regardless of Guilford County's assistance, it is the Awardee's responsibility to

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<sup>1</sup> <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

properly comply with all UG requirements as described above. Failure to do so may result in termination of the Agreement by Guilford County.

**Section. 5.4. Federal Restrictions on Lobbying.** Awardee shall comply with the restrictions on lobbying in 31 CFR Part 21. Pursuant to this regulation, Awardee may not use any federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. Awardee shall certify in writing that Awardee has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

**Section. 5.5. Equal Opportunity & Other Requirements.** Awardee shall comply with the requirements in this section.

**Civil Rights Laws.** Awardee 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.** Awardee 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.** Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

**Age Discrimination.** Awardee shall comply with the Age Discrimination Act of 1975, as amended (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.** Awardee shall comply with Title II of the Americans with Disabilities Act of 1990, as amended (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.

**Section. 5.6. Federal Funding Accountability and Transparency Act of 2006.** Awardee shall provide Guilford County with all information requested by Guilford County to enable Guilford County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note). (See 2 CFR Part 170, Reporting Subaward and Executive Compensation Information.)

**Section. 5.7. Licenses, Certifications, Permits, Accreditation.** Awardee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law

and shall submit to Guilford County proof of any licensure, certification, permit or accreditation upon request.

**Section. 5.8. Publications.** Any publications produced with funds from this Agreement shall display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP2097 awarded to Guilford County, North Carolina by the U.S. Department of the Treasury."

**Section 5.9. Program for Enhancement of Contractor Employee Protections.** Awardee is hereby notified that they are required to: inform its employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

**Section 5.10. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.** Pursuant to 2 CFR 200.216, Awardee shall not obligate or expend funds received under this award to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

**Section 5.11. Use of Name.** Neither party to this Agreement shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**Section 5.12. Statement of Assurances.** Awardee certifies compliance with SF 424B (Statement of Assurances – Non-Construction) and SF424D (Statement of Assurances – Construction).

**Section 5.13. Stevens Amendments Requirements.** Awardee shall identify that federal assistance funds were used to fund Approved Activities under this Agreement in any publicity and /or signage relating to the funded project or program.

**Section. 5.14. Increasing Seat Belt Use.** Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), Awardee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally-owned vehicles.

**Section 5.15. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (October 6, 2009), Awardee should encourage its employees, Awardees, and contractors to adopt and enforce policies that ban text messaging while driving, and Awardee should establish workplace safety policies to decrease accidents caused by distracted drivers.

**Article VI. Cooperation in Monitoring and Evaluation.**

**Section. 6.1. Guilford County Responsibilities.** Guilford County shall monitor, evaluate, and provide guidance and direction to Awardee in the conduct of Approved Activities performed under this Agreement. Guilford County must determine whether Awardee has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and may monitor the activities of Awardee to ensure that Awardee has met such requirements. Guilford County may require Awardee to take corrective action if deficiencies are found.

**Section. 6.2. Awardee Responsibilities.**

- (a) **Cooperation with Guilford County Oversight.** Awardee shall permit Guilford County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and Awardee agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** Awardee shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Guilford County, the North Carolina State Auditor, the US Department of Treasury, and the US Government Accountability Office. Awardee agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

**Section 6.3. Interventions.** If Guilford County determines that Awardee is not in compliance with this Agreement, Guilford County may initiate an intervention. The degree of Awardee's performance or compliance deficiency will determine the degree of intervention.

If Guilford County determines that an intervention is warranted, it shall provide written notice to Awardee of the intervention, ordinarily within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review or as soon as possible after Guilford County otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. This ordinary time frame shall not limit or prevent Guilford County from acting outside of it. The written notice shall notify Awardee of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of Guilford County. Guilford County is not limited to the forgoing actions or sequences and may at any time take any lawful actions or remedies.

**Section 6.4. Records Retention and Access.** Awardee 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. Awardee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Guilford County, the North

Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

**Section 6.5. Key Personnel.** Awardee shall identify all personnel who will be involved in performing Approved Activities and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Awardee shall notify Guilford County of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in Exhibit F (Key Personnel).

## **Article VII. Breach and Termination.**

**Section. 7.1. Termination for Cause.** Guilford County may terminate this Agreement for cause after three days written notice. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement, and shall be determined in Guilford County's sole discretion.

**Section. 7.2. Termination by Mutual Agreement.** Guilford County and Awardee may agree to terminate this Agreement for their mutual convenience through a written amendment to this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

**Section. 7.3. Termination Procedures.** If this Agreement is terminated, Awardee may not incur new obligations for the terminated portion of the Agreement after Awardee has received the notification of termination. Awardee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. Awardee shall not be relieved of liability to Guilford County because of any breach of Agreement by Awardee. Guilford County may withhold payments to Awardee for the purpose of set-off until the exact amount of damages due Guilford County from Awardee is determined.

**Section 7.4. Breach.** If, through any cause, Awardee shall fail to fulfill its obligations under this Agreement in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after Guilford County has notified Awardee of such breach, in addition to the right to terminate the Agreement upon notice to Awardee, Guilford County shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, in the event of breach, Guilford County may: Withhold any payment due Awardee for the purpose of setoff until such time as the exact amount of damages due Guilford County from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to Awardee) and/or procure the contracted for services or goods from other sources and hold Awardee responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by Awardee shall constitute an act of breach under this Agreement. This section shall not limit any other rights or remedies provided to Guilford County under this Agreement or available to Guilford County under applicable law.

## **Article VIII. General Conditions.**

**Section. 8.1. Indemnification.** To the extent permitted by law, Awardee agrees to indemnify and hold harmless Guilford County, and any of its officers, agents and employees, and the Federal Government from any claims of third parties arising out of any act or omission of Awardee in connection with the performance of this Agreement (including, without limitation, attorney's fees and other costs of defense with respect to such claims).



**Section. 8.2. Insurance.** Awardee must maintain insurance policies with at least the following limits:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$500,000 bodily injury per each accident, \$500,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$3,000,000 aggregate
c) Automobile Liability	\$2,000,000 per occurrence

Guilford County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. The insurer must provide Guilford County with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, Awardee must provide Guilford County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. Without limiting any liability it may otherwise have, if Awardee fails to provide such notice, the Awardee assumes sole responsibility for all losses incurred by Guilford County for which insurance would have provided coverage. The insurance policies must remain in effect during the term of this Agreement.

Awardee shall name Guilford County as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to Guilford County. If Awardee fails at any time to maintain and keep in force the required insurance, Guilford County may cancel and terminate the Agreement without notice.

**Section. 8.3. Venue and Jurisdiction.** Guilford County and Awardee agree that they executed and performed this Agreement in Guilford County, North Carolina. 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 Guilford County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

**Section. 8.4. Nonwaiver.** No action or failure to act by Guilford County 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.

**Section. 8.5. Limitation of Guilford County Authority.** Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair Guilford County from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

**Section. 8.6. Severability.** If any provision of this Agreement is determined to be unenforceable in a judicial proceeding, the remainder of this Agreement will remain in full force and effect to the extent permitted by law.

**Section. 8.7. Assignment.** Awardee may not assign or delegate any of its rights or duties that arise out of this Agreement without Guilford County's prior written consent. Unless Guilford County otherwise agrees in writing, Awardee and all assigns are subject to all Guilford County's defenses and are liable for all Awardee's duties that arise from this Agreement and all Guilford County's claims that arise from this Agreement.

**Section. 8.8. 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.

**Section. 8.9. Notices.** All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to Guilford County:  
Guilford County Government  
Michael Halford  
ATTN: Pandemic Recovery Office  
301 W. Market St.  
Greensboro, NC 27401

(b) If to the Awardee:  
8325 Angel Pardue Road  
Stokesdale NC 27357  
[dfoyl@stokesdale.org](mailto:dfoyl@stokesdale.org)

**Section 8.10. No Third-Party Beneficiaries/No Waiver of Immunity.**

Awardee and Guilford County acknowledge and agree that there are no intended beneficiaries of this Agreement other than Awardee and Guilford County and that this Agreement does not, and shall not be interpreted to, create rights in any other parties (other than the rights on the part of other governmental units, such as the US Department of Treasury, that are explicitly set forth herein or required by law). Awardee and Guilford County further acknowledge and agree that they reserve all rights, defenses, and immunities that they may have with respect to claims by third-parties that relate in any way to this Agreement or to any act or omission with respect to goods or services related in any way to this Agreement.

**Section 8.11. Independent Contractor.**

Awardee shall act as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Guilford County and either Awardee or any agent of Awardee. Awardee is an independent contractor and not an employee, agent, joint venturer, or partner of Guilford County.

**Section 8.12 Interlocal Agreement.**

In accordance with N.C.G.S. Chapter 160A, Art. 20, Part 1, in addition to its execution, this Agreement's effectiveness requires approval by Awardee's and Guilford County's governing boards. Awardee shall employ or contract for the services of all personnel needed to carry out the Approved Activities. Unless provided to the contrary by more specific provision elsewhere in this Agreement, Guilford County's reimbursements to Awardee under this Agreement shall not cause

Guilford County to acquire ownership in any property acquired by Awardee with the reimbursed funds and ownership of such property shall remain with Awardee.

**GUILFORD COUNTY**

Michael Halford  
Guilford County Manager

Robin B. Keller  
Guilford County Clerk to Board

**[Awardee and successor]**

ATTEST:

Mike Crawford  
Mayor, Town of Stokesdale

Kimberly Thacker Date \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

John Barfield Date  
Guilford County Interim Finance Director

## **Exhibit A: Intentionally Omitted**

## **Exhibit B: Approved Activities**

### **Funding Purpose/Services to be provided**

The funds covered by this agreement will be used for four water system related uses.

1. To extend water mains (between 3-4 miles of water line) to construct a dual water main into the Town of Stokesdale. Based on current town council, staff, engineering discussions, the water line will be installed at 1 of either two locations:
  - a. From Happy Hill Road to Werner Road to Haw River Road and will connect at the terminus of the water main on Haw River Road or
  - b. From Coldwater water Road to HWY 65 and will connect the terminus of the water main at Oak Level Church Road.

This dual water main will ensure continuous water supply to our customers/citizen, especially in the event there was to be a water main rupture along the current water main on HWY 158 bringing water into town. A dual water main will improve water age and quality in the water system by looping the system. It will also serve a current historically underserved area of town in terms of assurance of water supply as we will bring municipal water to areas currently served by well water. In the event the water table is low due a drought, these citizens would have the option to connect to the water system to assure water supply. If new development occurs in the area of new water mains, those citizens/businesses would have access to Town municipal water. In addition to continuity of supply, a second water main into town increases the capacity for the town to distribute to our customers.

Water Main sizing will be determined by our On-Call Engineer, Hazen & Sawyer. They currently house the hydraulic modeling system for the Town of Stokesdale's Water system. They will make a recommendation as to whether we use 8" or 10" pipes based on the modeling. All work will be done in accordance with the Town of Stokesdale's water system specifications (written by Hazen & Sawyer and adopted by the Town Council of Stokesdale)

2. To add a diffuser/stirrer on the elevated tank located at 8025 US HWY 158 in Stokesdale NC to reduce THM (trihalomethanes) levels and improve water quality.
3. To add an electronic altitude control valve that will regulate how much water is stored in our elevated water tank located at 8025 US HWY 158 in Stokesdale, NC. This is also means of quality control and customer satisfaction.
4. To extend 6 or 8" water lines per the Town of Stokesdale Water Specifics to loop local areas of the system to improve water age and/or fire flow protection. Potential locations for these extensions include:
  - a. Down Ellisboro Road connecting the water main on HWY65 to the new Boone Landing Subdivision off Ellisboro (*approximately 1,500 ft*)
  - b. Down Moritz Rd connecting Patricia Rd and Southern Rd (*approximately 700 ft*)
  - c. Connecting Dawn Acres Subdivision to Landing at Angels Glen subdivision (*approximately 2,400 ft*)

**Data Use & Sharing**

The Stokesdale Water System served 532 customers on January 1, 2020. The system currently serves 714 customers. The number of customers the system is projected to serve in 5 years will likely double from today's number. This statement is based on current development plans that are underway that have already passed the rezoning phase and town council approval.

The Town of Stokesdale tracks all revenue and expenditures associated with the Town's Municipal Water System under the Town's Water Enterprise Fund. Data is available for all citizens or stake holders to view (specific customer name and information may not be able to be provided due to confidentiality requirements). The Water Enterprise Fund is audited annually and has received very favorable audits.

**Billing Process**

This is a cost-reimbursable agreement (except for the Initial Payment described in Section 3.1). Invoices will be submitted to the County by the 15th day of the month following period of activity by the Town of Stokesdale. Subject to and without limiting the other terms of this Agreement, including Article III. Compensation, payment from the County to the Town of Stokesdale will be made within thirty (30) days of receipt of accurate and complete invoices including the following:

- Time period the invoice covers
- Service supported by funding
- Brief description of the project progress during the specified time period
- Proper documentation that goods and/or services have been delivered and provided in accordance with this Agreement.



### Exhibit C: Approved Budget

Consult Guilford County's Allowable Costs and Cost Principles Policy and the ARPA/CSLFRF Final Rule for specific directives and limitations on cost items.

<b>REVENUES</b>		<b>Total Revenue</b>
Guilford County Coronavirus State and Local Fiscal Recovery Funds Awarded	\$	3,113,038
<b>Budget Cost Categories</b>		<b>Total Expenditures</b>
1. Personnel (Salary and Wages)	\$	
2. Fringe Benefits	\$	
3. Travel	\$	
4. Equipment	\$	
5. Supplies	\$	
6. Contractual Services and Subawards	\$	
7. Consultant (Professional Service)	\$	1,200,000
8. Construction	\$	1,913,038
9. Occupancy (Rent and Utilities)	\$	
10. Research and Development (R&D)	\$	
11. Telecommunications	\$	
12. Training and Education	\$	
13. Direct Administrative Costs	\$	
14. Miscellaneous Costs	\$	
15. Total Costs Federal Grant Funds	\$	3,113,038
<b>MUST EQUAL REVENUE TOTALS ABOVE</b>		

### **Exhibit D: Lobbying Certification**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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Signature of Awardee's Authorized Official

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Name and Title of Awardee's Authorized Official

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Date

### Exhibit E: Intentionally Omitted

### Exhibit F: Key Personnel

Guilford County INFORMATION	
Administrative Address:	301 W. Market Street Greensboro, NC 27401
Invoice Address:	301 W. Market Street Greensboro, NC 27401
Project Manager Name:	Abby Gostling
Project Manager Title:	Program and Fiscal Recovery Manager
Project Manager Email:	Agostling@guilfordcountync.gov
Project Manager Phone:	336-641-6987
Fiscal Officer Name:	John Barfield
Fiscal Officer Title:	Finance Director
Fiscal Officer Email:	Jbarfield@guilfordcountync.gov
Fiscal Officer Telephone:	336-641-4574
AWARDEE INFORMATION	
Administrative Address:	8325 Angel Pardue Road; Stokesdale NC 27357
Invoice Address:	PO BOX 465, Stokesdale NC 27357
Project Manager Name:	Derek Foy
Project Manager Title:	Mayor Pro Tem
Project Manager Email:	<a href="mailto:dfoy@stokesdale.org">dfoy@stokesdale.org</a>
Project Manager Telephone:	919-389-6493 (cell phone) 336-643-4011 (town hall phone number)
Fiscal Officer Name:	Kimberly Thacker
Fiscal Officer Title:	Town of Stokesdale Budget/Finance Officer
Fiscal Officer Email:	<a href="mailto:kthacker@stokesdale.org">kthacker@stokesdale.org</a>
Fiscal Officer Telephone:	336-643-4011 (town hall phone number)



## **TOWN OF STOKESDALE**

### **Administrative Assistant**

**Starting Salary \$ \_\_\_\_\_**

#### **General Description of Work**

Performs a variety of responsible clerical support and customer service duties. Work is performed under direct supervision of the Town Clerk.

This position requires an individual to perform a variety of clerical support, data entry, and related office duties. Work includes greeting the public and answering questions, giving information, typing or data entry work, and creating and maintaining accurate files and records. Customer service duties require tact and courtesy, particularly when encountering sensitive or confidential matters. Work has moderate complexity and some variety in daily assignments or work activities. Work typically follows established procedures while precedent setting situations are referred to others. Work includes the use of modern office technology, including word processing, office technology, spreadsheets, and other software applications.

#### **Essential Functions/Typical Tasks**

- Answers telephone; responds to inquiries over phone and in person; directs calls or visitors and gives information based on request; selects appropriate materials to answer questions and provide assistance;
- Sorts, and distributes incoming mail;
- Receives, processes, and issues receipts of revenues for the Town;
- Oversees park/facility reservations and maintains facility calendar;
- Assist with utility billing, collecting payments, processing requests for new service by residents and builders. Assist in the preparation of daily deposits and preparing monthly water reports;
- Assist with processing 811 requests;
- Assists Mayor and Town Council with clerical support when needed;
- Assists with planning Town-sponsored events;
- Assists various committees appointed by the Town Council and offers technical and clerical assistance as needed;
- Assists with Town website and social media;
- Assists Staff and Council Members with setting up for meetings and meals at Town Hall and other locations.

**Knowledge, Skills and Abilities**

General knowledge of standard office practices, procedures and equipment;

Ability to count money, make change, and balance cash drawer;

Ability to type and perform data entry accurately; primarily using Microsoft Word and Excel;

Ability to establish and maintain effective working relationships with employees and the general public;

Ability to follow oral and written instructions.

**Education and Experience**

Education and experience equivalent to graduation from High School or higher and at least five (5) years secretarial and administrative experience, including strong public interaction. Possess strong interpersonal, verbal, writing, and computer skills.

This is sedentary work requiring the exertion of up to 20 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires reaching, standing, walking, fingering, grasping, and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels. The employee is not subject to adverse environmental conditions. Must possess visual acuity to determine the accuracy and thoroughness of work and observing general surroundings and activities; prepare data and statistics; work with accounting processes; proficient in Microsoft applications such as Word and Excel.

**Special Requirements**

Possession of valid driver's license

Background check performed

**Fair Labor Standards Act (FLSA) Status**

Non-Exempt

**Application Process**

Submit a \_\_\_\_\_

**Closing Date**

Applications will be accepted until \_\_\_\_\_.



**Agenda Item No. 18:**

**Consideration of a Proposal for Engineering Services for Plan Review and Intermittent Inspection with Hazen and Sawyer.**

Once this proposal has been provided by Hazen and Sawyer, Town Staff will provide it to Town Council.