Agenda Board of Aldermen Town of Gibsonville

December 4, 2023 Town Hall Regular Meeting 7:00 pm

- 1. Invocation Reverend William Baker, song by Vickie Baker
- 2. Public Comments
- 3. Approval of agenda
- 4. Approval of minutes
- 5. Oaths of Office
 - a. Mayor Williams
 - b. Alderman Shepherd
 - c. Alderman Dean
 - d. Alderwoman Mitchell
 - e. Alderwoman Fanelli
- 6. Mayor Protem
- 7. Combat Veterans Certificate of Appreciation Gary Smith
- 8. David Winslow Winslow Group presentation
- 9. Chelsea Dickey Motley Local update
- 10. 614 Dick Street Gibsonville Community Garden discussion

- 11. Update on Lewis Street water issue
- 12. ABC Board reappointment Howard Hendricks
- 13. Public Transit Advisory Commission appointment Joyce Harris
- 14. Water Shortage Response Plan Resolution
- 15. Resolution to Approve a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement
- 16. Declaration of Official Intent to Reimburse
- 17. Capital Project Ordinance Amendment for Public Library Project
- 18. Budget Ordinance Amendment #5
- 19. Old school discussion 500 Church Street
- 20. January meeting dates
- 21. Reports
 - a. Town Manager
 - b. Mayor
 - c. Board Members

Addendum

- 7. **Combat Veterans Certificate of Appreciation** Gary Smith, Chaplain of the Combat Veterans Motorcycle Association North Carolina 15-12 Triad Chapter, would like to present the town with a certificate of appreciation. They held a charity ride on August 12th which went through Gibsonville.
- 8. **David Winslow Winslow Group presentation –** Mr. Winslow will be present to talk about a fundraising feasibility study that his company could provide for the proposed Public Library building. The board will need to decide if it wishes to move forward with this process. Attachment: Proposal for Campaign Feasibility Services
- 9. **Chelsea Dickey Motley Local update** Chelsea Dickey of Motley Local will provide an economic development update.
- 10. **614 Dick Street Gibsonville Community Garden discussion** At the November 6th meeting, Ben Baxley asked the board for direction regarding the town owned 1.35-acre parcel located at 614 Dick Street. The board requested that Gibsonville Community Garden members be notified and given the chance to speak. Attempts at reaching anyone from the garden have been unsuccessful. The board will need to decide if they have any interest in selling the parcel.
- 11. **Update on Lewis Street water issue** Jerry Williamson spoke at the November 6th meeting regarding ongoing water drainage issues at his residence. Ben Baxley will provide an update.
- 12. **ABC Board reappointment Howard Hendricks** Howard Henricks' term on the ABC Board expires December 2023. This was his first 3-year term served and he is seeking reappointment for a second term. The board will need to vote on the reappointment.
- 13. **Public Transit Advisory Commission appointment** With the passing of Steve Harrison, the PTAC has a vacancy for its Gibsonville representative. The current alternate, Joyce Harris, would like to serve out the remainder of Harrison's term which will expire in 2025. The board will need to approve this appointment.
- 14. Water Shortage Response Plan Resolution This resolution is required by the NC Department of Environmental Quality in order to comply with the requirements of NCGS 143-355(1). The board will need to approve the resolution.
 Attachment: NC Department of Environmental Quality memo, Resolution
- 15. Resolution to Approve a Municipal Accounting Services, Cybersecurity, and Technical Assistance Memorandum of Agreement The NC League of Municipalities has allocated ARP funding to help municipalities improve their posture against cyber security threats. This program aims to improve cybersecurity posture across NC municipalities to lessen the likelihood

of security breaches that, at a minimum, could impact their daily operations and services to their citizens. This program is free of charge.

Attachment: E-mail from NCLM, Resolution

16. **Declaration of Official Intent to Reimburse** – The Public Works Department is awaiting one 2024 Peterbuilt 537 cab/chassis with New Way Cobra 20-yard rear-loader garbage truck. This truck was included in the 2023/2034 FY Budget. The exact date of delivery is unknown. Per Treasury Regulations, the town declares its official intent to reimburse itself with the proceeds of the borrowing for any of the expenditures incurred by it prior to the issuance of the borrowing.

Attachment: Declaration of Official Intent to Reimburse

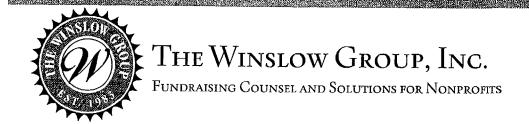
17. Capital Project Ordinance Amendment for Public Library Project – This amendment is needed to account for the creation of a Fundraising line item in the amount of \$30,000. The adoption of this amendment is contingent upon the board's decision to move forward with the fundraising feasibility study.

Attachment: Memo, Capital Project Ordinance

18. **Budget Ordinance Amendment** #5 – This budget ordinance amendment is needed to account for a donation to the Police Department and account for one-month distribution of state aid for the library.

Attachment: Memo, Budget Ordinance Amendment #5

- 19. **Old school discussion 500 Church Street** Town Attorney, Bob Giles, will provide the board with possible options regarding the old school located at 500 Church Street.
- 20. **January meeting dates** Both regularly scheduled January board meetings will fall on holidays in 2024. The board will need to decide on an alternate date/dates.



PROPOSAL

To The Town of Gibsonville Library

For Campaign Feasibility Services

November 14, 2023

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Understanding of the Project and Assumptions

Introduction

On October 17th, we were contacted by Emily Morgan of the Raleigh-based architectural firm Clearscapes, asking if our firm had had experience in fundraising for municipal projects. We indicated previous fundraising projects we had managed for the City of Monroe, the City of Asheboro, and the Town of Apex, all projects we had done in partnership with Clearscapes. The Winslow Group also partnered successfully with Clearscapes on other projects across the state in the past thirty years including in Black Mountain, Salisbury, Clayton, Raleigh, Elizabeth City, and Washington. All projects with which we had collaborated were successful and fully realized.

In that first conversation, Ms. Morgan explained that Clearscapes had just completed a schematic design for the proposed new Town of Gibsonville Library. The Town leadership believes the estimated full \$10,000,000 price is beyond what it can afford at this time absent a tax increase. Ms. Morgan subsequently provided an introduction to Town Manager Ben Baxley and Town Librarian Jessica Arnold with David Winslow.

Mr. Winslow made a site visit to Gibsonville where he met with Mr. Baxley and Ms. Arnold to learn more about the plans. After the meeting, Ms. Arnold gave Mr. Winslow a brief tour of the existing library. Mr. Baxley indicated he would need to consult with some members of the Town Council before proceeding. We subsequently received a call a few days later from Mr. Baxley inviting us to submit a proposal.

The project initially sounded ambitious for a town the size of Gibsonville but for the rapid growth the Town recently has experienced coupled with projections for the even stronger future. Yet we could well understand the resistance on the part of the Town's elected officials to taking on the full project without exploring other financing options. Mr. Winslow told Mr. Baxley he believed that private support as well as government grants might be available.

One other important thing to note: We as a nation have experienced a rate of inflation such we have not witnessed since the early 1980s. While inflation is now seems to be slowing to a more traditional rate, inflation must be a factor in the decision of the Town in how it might proceed. Ms. Morgan told Mr. Winslow that the firm is assuming a start date for the project in the last quarter of 2024. We must note that the probable fundraising timetable will require considerably more lead time in assembling all the monies. Since one of the major sources we would be exploring is the State of North Carolina, it has been our experience that it might take two sessions of lobbying the North Carolina General Assembly for

its support to be realized, if this is becomes a viable project. In other words, the cost of the project might very well increase in the time it takes to raise funds.

Finally, we should be clear that the Town would still need to be an early investor in the project as that will greatly enhance the case for winning support from other sources.

The Deliverables

The completed fundraising feasibility study will provide information that is essential to planning for a successful fundraising campaign. The feasibility study will specifically test:

- the current image of Library
- the sources and availability of donations for the campaign;
- the potential financial support of persons closely associated with the Town as well as foundations and corporations; and
- the level of interest and availability of campaign leaders and volunteer workers.

Based upon positive results of the study, we will be able to move Library project forward in a systematic and efficient manner toward implementing a successful capital campaign.

Tasks with Products

The following details the scope of work and responsibilities to be performed by The Winslow Group in cooperation with the Town and Library.

- 1. Appoint a Chair for a 6- to 8-member Campaign Feasibility Committee that will oversee implementation of the Feasibility Study, help produce a list of potential interviewees, and provide additional opportunities and introductions for the consultant.
- 2. Develop a questionnaire, preliminary gift table, and a Case for Support to state why the project is important and worthy of support, its benefits to the community and what would be accomplished with funds raised.
- 3. Send letters of introduction and supporting materials to potential interviewees. (Library/Town staff will need to take an active role in scheduling interviews.)
- 4. Research potential donors -- individuals, foundations, corporations, and local/state government.
- 5. Conduct 25-30 confidential interviews to determine potential campaign leaders and the level of interest in and donation to the project.
- 6. Compile and summarize interviews and produce recommendations for the campaign that may include:

Campaign goal
Campaign structure
Leadership
Gift table (size and number of gifts)
Sources of support
Campaign theme(s) and materials
Timetable

7. Present report to appropriate officials for final approval.

Timetable

<u>Tasks</u>

Month 1:

Secure Feasibility Committee; hold first meeting

Develop Case for Support, list of interviewees, gift table and other materials

Month 2:

Conduct interviews

Hold second meeting with Feasibility Committee

Month 3:

Summarize interviews and write recommendations

Report to Feasibility Committee

Feasibility Committee reports to full Board for approval

Compensation

Fees and Payment Schedule

The fee for the feasibility study is \$25,000.00 (twenty five thousand dollars). Payments may be made in the following installments:

Due upon signing of the contract	\$1,000.00
Due at the end of month one	\$8,000.00
Due at the end of month two	\$8,000.00
Due upon presentation of the final report	\$8,000.00

A copy of the feasibility study final report will be provided to each member of the Feasibility Committee at no charge. Additional copies, if requested, will be provided at cost.

The fee above is based on the tasks outlined in this proposal. If the Town requests additional work, The Winslow Group will determine the amount of time and fee required to complete the additional work and will inform the appropriate official(s) before beginning.

Expenses

Travel, lodging, meals, communications, materials, and other expenses incurred during the course of the project will be billed at cost to the Town. Mileage is charged at the prevailing IRS rate. No expense exceeding \$500.00 will be incurred without prior authorization from the appropriate Town or Library representative.

Staffing

David Winslow, *President*, will be the Project Director for the contract. A graduate of the North Carolina School of the Arts, Mr. Winslow began his fundraising career 30 years ago as manager of the School's International Music Program Orchestra, working primarily in Italy and Germany. He later headed up the School's fundraising efforts in North Carolina. Since founding The Winslow Group, Inc. in 1983, he has worked with educational, arts, and historic preservation groups; major orchestra, dance and opera companies; and museums and social service organizations. In 1999, Mr. Winslow assisted the Governor's Office in coordinating the fundraising effort on behalf of the victims of Hurricane Floyd, specifically in soliciting foundation support for the campaign. In 2005, the Z. Smith Reynolds Foundation provided funding to The Winslow Group to produce "Reaching Out to Those in Need: A Guide to Establishing a Successful Disaster Relief Fund." Mr. Winslow is a Board member of the Semans Art Fund of the North Carolina School of the Arts.

C. C. Winslow will provide computer and research services on the contract. Ms. Winslow has worked with nonprofit organizations since 1977, joining The Winslow Group in 1986. She has a wide range of experience in fundraising-related activities, including research of potential donors, proposal writing, database management, grant writing, and organizational surveys.

Selected Previous and Current Clients of The Winslow Group, Inc.

Appalachian State University Boone, North Carolina

Festival Planning and Development Business Plan/Campaign Feas.Study Campaign Management

Battleship USS North Carolina Wilmington, North Carolina

Feasibility Study Campaign Management

The Bellamy Mansion, Inc. Wilmington, North Carolina

Feasibility Study Campaign Management Use Study

Black Mtn.-Swannanoa Arts Center Black Mountain, North Carolina

Feasibility Study
Campaign Management

Center for International Understanding Raleigh, North Carolina

Research Fund Raising Planning Fund Raising Counsel

Children's Center for the Physically Disabled

Winston-Salem, North Carolina

Feasibility Study Campaign Management

City of Asheboro Asheboro, North Carolina

Feasibility Study Fundraising Planning

City of Monroe

Monroe, North Carolina

Feasibility Study Campaign Management

Clayton Cultural Arts Foundation Clayton, North Carolina

Feasibility Study Campaign Management Database Management

Downtown Morehead City Revitalization Association

Morehead City, North Carolina

Feasibility Study

Executive Mansion Fine Arts Cmte. Raleigh, North Carolina

Feasibility Study Campaign Management

Goodwill Industries of NW NC, Inc. Winston-Salem, North Carolina

Strategic Planning Feasibility Study Campaign Management Lobbying

Greensboro Beautiful, Inc. Greensboro, North Carolina

Feasibility Study Campaign Management

Habitat for Humanity of Forsyth Co. Winston-Salem, North Carolina

Development and Fund Raising Study Fund Raising Counsel

International Civil Rights Center and Museum

Greensboro, North Carolina

Tax Credits

Museum of the Albemarle Elizabeth City, North Carolina

Feasibility Study Campaign Management

Museum of the Cape Fear Fayetteville, North Carolina

Long Range Plan Feasibility Study Campaign Management

NC Center for International Understanding

Raleigh, North Carolina

Development Review and Prospect Research Fundraising Planning

NC History Center on the Civil War, Emancipation & Reconstruction Fayetteville, North Carolina

Feasibility Study Program Planning Campaign Management Lobbying

NC School of the Arts Foundation Winston-Salem, North Carolina

Orchestra European Tour Mgt. Program/Facilities Plan

NC Scottish Rite Masonic Fdn. Wilmington, North Carolina

Feasibility Study Campaign Management Database Management

Pasquotank Arts Council Elizabeth City, North Carolina

Feasibility Study Campaign Management Database Management

Piedmont Opera Theatre, Inc. Winston-Salem, North Carolina

Management Audit

Poe Center for Health Education Raleigh, North Carolina

Feasibility Study Campaign Management

Preservation/North Carolina, Inc. Raleigh, North Carolina

Management Counsel Board of Directors Planning Retreat Development Audit Campaign Planning

Public School Forum of NC Raleigh, North Carolina

Strategic Review

Summit School

Winston-Salem, North Carolina

Feasibility Study Fund Raising Counsel

Temple Emanuel

Winston-Salem, North Carolina

Fund Raising Counsel

Town of Apex Apex, North Carolina

Feasibility Study Campaign Management

Town of Asheboro Asheboro, North Carolina

Feasibility Study Campaign Management

Turnage Theaters Foundation Washington, North Carolina

Feasibility Study
Campaign Management

ROY COOPER ELIZABETH S. BISER RICHARD E. ROGERS, JR.



October 30, 2023

James Robert Elliott, Public Works Director Gibsonville 129 W. Main Street Gibsonville, NC 27249

Subject: WSRP Meets Minimum Criteria

Gibsonville PWSID#: 02-41-025 Alamance County

Dear James Robert Elliott,

This letter is to notify you that our staff has reviewed the information contained in the Water Shortage Response Plan (WSRP) update submitted by your office. Since all the required information is complete, the WSRP for Gibsonville hereby meets the minimum criteria established in North Carolina General Statute 143-355.2 (a) and 15A NCAC 02E. 0607.

The Water Shortage Response Plan must next be adopted by your water system's governing board; a model WSRP resolution is available online on the right side of the Local Water Supply Plan page at https://www.ncwater.org/WUDC/app/LWSP/learn.php. Once adopted, a copy of the signed resolution must be submitted to Linwood Peele, Water Supply Planning Branch Supervisor, at the address printed at the bottom of this letter or by e-mail to the review engineer shown below. Please note, the WSRP cannot be considered compliant with the requirements of NCGS 143-355(1) until an adopted resolution is received by the Division.

Please be advised that the review process for Water Shortage Response Plans is separate from the review process for your Local Water Supply Plan (LWSP). If you have submitted your LWSP but haven't already been contacted by the Division, you will receive notification as soon as the review of your LWSP is complete.

Thank you very much for your efforts to provide your customers with a safe and reliable supply of drinking water. We look forward to continuing to work with you in these efforts. Please contact Vardry E. Austin at vardry.austin@deq.nc.gov or (919)707-9002, or Linwood Peele at linwood.peele@deq.nc.gov or (919) 707-9024 if we can be of further assistance.

Sincerely.

Karen Higgins, Planning Section Chief Division of Water Resources, NCDEQ



TOWN OF GIBSONVILLE RESOLUTION FOR APPROVING WATER SHORTAGE RESPONSE PLAN

WHEREAS, North Carolina General Statute 143-355 (I) requires that each unit of local government that provides public water service and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Gibsonville Board of Aldermen of the Town of Gibsonville that the Water Shortage Response Plan, dated December 4, 2023, is hereby approved and shall be submitted to the Department of Environment and Natural Resources, Division of Water Resources; and

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

This the 4th day of December, 2023.

Name:	
Title:	
Signature:	

ATTEST:

Thanks for reaching out to me. I'm interested in obtaining Cyber Security Services. I think we would need to execute a MOA as I'm not sure if we already have a signed one that would need a simple amendment.

Thanks again and I look forward to hearing from you at your convenience.

Ben Baxley
Town Manager
Town of Gibsonville
129 West Main Street
Gibsonville, NC 27249
(336) 449-4144 ext. 7
bbaxley@gibsonville.net

From: Erik Wells < ewells@nclm.org>

Sent: Tuesday, November 7, 2023 9:25 AM
To: Ben Baxley < BBaxley@Gibsonville.net >
Cc: Desmond Worrell < dworrell@nclm.org >
Subject: NCLM Cybersecurity Service Line

Mr. Baxley,

Charles Hines asked me to reach out regarding your interest in our ARP grant Cyber Security Service Line.

I appreciate your interest in our ARP grant Cyber Security Service Line.

Let me begin by reiterating that there are NO charges for our Cyber Security Services.

As part of the ARP grant managed by the League, we are applying funds to help municipalities improve their posture against cyber security threats. This program aims to improve cybersecurity posture across NC municipalities to lessen the likelihood of security breaches that, at a minimum, could impact their daily operations and services to their citizens.

At a high level, we provide educational opportunities such as conference seminars, webinars, workshops, and consulting sessions on cybersecurity topics that broadly impact municipalities.

On a more specific and targeted local level, we provide:

- A Center for Internet Security (CIS) v8 cyber security assessment for IG1 basic cyber hygiene
- Gap analysis of cyber readiness
- Recommendations for closing the GAPS toward IG1 compliance
- Quarterly touchpoints for updates on progress toward IG1 compliance
- Individualized cyber security consulting on issues and concerns of importance to the municipality.

The initial assessment takes ~2-3 hours. It will need input from you and any staff responsible for IT support or management /or a representative from the outside vendor that provides that support for your systems. This would usually be the technical person assigned to your account. The individuals providing

RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF GIBSONVILLE:

- 1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
- 2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the	day of	,2023
TOWN/CITY OF GIB	SONVILLE	
Ву:		
(Name)	,	
Mayor		
ATTEST:		
(Name)		
Town Clerk		

Exhibit A

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

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

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

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

Article I. Overview.

1. Enabling Law and Regulation.

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

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

2. Grants Awarded to the NC League of Municipalities.

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

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

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

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

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

4. Services Offered.

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

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

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

5. Additional Services.

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

6. Term of Agreement.

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

7. Termination of Agreement.

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

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

8. Duties of the Municipality.

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

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

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

Article II. Scope of Funded Activities.

1. Scope of Services

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

2. Approved Budget.

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

3. Prior Approval for Changes.

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

4. Allowable Costs for Services Rendered.

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

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

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

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

5. Prohibited Uses of Funding.

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

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

Article III. Compensation.

1. Payment of Funds.

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

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

2. Invoices.

Email invoices to <u>Accountspayablearp@nclm.org</u>. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

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

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

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

2. Conflicts of Interest; Gifts & Favors.

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

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

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

3. Records Retention and Access.

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

4. Suspension and Debarment.

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

5. Byrd Anti-Lobbying Amendment.

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

6. Publications.

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

7. Equal Opportunity and Other Relevant Federal Laws

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

Civil Rights Laws.

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

Fair Housing Laws.

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

Disability Protections.

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

Age Discrimination.

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

Americans with Disabilities Act.

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

Clean Air Act.

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

Federal Water Pollution Control Act.

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

Hatch Act.

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

Protections for Whistleblowers.

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

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

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

Governmentwide Requirements for Drug-Free Workplace.

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

Increasing Seat Belt Use in the United States.

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

Reducing Text Messaging While Driving.

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

Article V. Limitations of Liability

1. Limitations of Liability.

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

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

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

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

Article VI. General Conditions.

2. Venue and Jurisdiction.

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

3. Nonwaiver.

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

4. Limitation of Authority.

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

5. Assignment.

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

6. Integration.

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

7. North Carolina Public Records Law

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

8. E-Verify

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

9. Iran Divestment Act

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

10. Companies Boycotting Israel Divestment Act

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

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

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

NC LEAGUE OF MUNICIPALITIES:	MUNICIPALITY: TOWN OF GIBSONVILLE
	a North Carolina municipal corporation
By:	Ву:
Signature	Signature
Rose Vaughn Williams	Name
Executive Director	Title
Date of Signature	Date of Signature
	ATTEST:
	City/Town/Village Clerk (or designee)

Exhibit A League Services

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

1. Cyber Security Assessment

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

2. IT Evaluation

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

3. Hardware and Software Acquisition

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

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

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

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

4. Hardware and Software Installation

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

5. Finance Evaluation and Assistance During Implementation

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

6. Ongoing Cyber Security Consulting

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

7. Accounting Assistance Efforts

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

8. Communication Services

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

6. Duties of the Municipality

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

7. Duties of the League Related to Data Security

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

TOWN OF GIBSONVILLE, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE

This declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of the Town of Gibsonville, North Carolina (the "Issuer") with respect to the matters contained herein.

- 1. **Expenditures to be Incurred.** The Issuer anticipates incurring expenditures (the "Expenditures") for one 2024 Peterbuilt 537 cab/chassis with New Way Cobra 20 yard rear loader garbage truck (the "Project").
- 2. **Plan of Finance.** The Issuer intends to finance the costs of the Project with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.
- 3. **Maximum Principal Amount of Debt to be Issued.** The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$232,117.94.
- 4. **Declaration of Official Intent to Reimburse.** The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

Adopted this 4th day of December 2023.

SEAL	
Ву:	Ву:
Town Clerk	Mayor
Town of Gibsonville, North Carolina	Town of Gibsonville, North Carolina

Town of Gibsonville

Memo

To: Mayor Williams and Members of the Board of Aldermen

From: Ben Baxley, Town Manager

Date: 12/1/2023

Re: Capital Project Ordinance Amendment for Public Library Project

The attached ordinance amendment is needed to account for the creation of a Fundraising line item in the amount of \$30,000 (contingent upon fundraising feasibility study proposal approval by the Board of Aldermen). The \$30,000 will be reallocated from the Design Services line item. The Design Services line item will be reduced from \$434,000 to \$404,000.

CAPITAL PROJECT ORDINANCE PUBLIC LIBRARY PROJECT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF GIBSONVILLE, NORTH CAROLINA, that pursuant to Section 13.2, Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby amended:

Section 1.	The Project authorized is Public Library Project.		
Section 2.	The officials of the Town of Gibsonville are hereby directed to proceed with this program within the terms of the project.		
Section 3.	The following revenues are anticipated to be available to the Town to complete the project:		
	Transfer from General Fund Total Revenues	\$450,000 \$450,000	
Section 4.	The following amounts are appropriated for this project:		
	Design Services Fundraising Miscellaneous Legal Total Expenditures	\$404,000 \$30,000 \$10,000 \$6,000 \$450,000	
Section 5.	The Town Manger shall report on the financial status of the Board of Aldermen and will inform the Board of any unusual status.		
Section 6.	Copies of this project ordinance shall be made available to the Town Manager and the Finance Officer for direction in carrying out this project.		
Section 7.	That this ordinance amendment shall take effect upon passage.		
	This the 4 th day of December, 2023.		
	Leonard Williams,	Mayor	
ATTEST:			
Gina Griffeth	, Town Clerk		

Town of Gibsonville

Memo

To: Mayor Williams and Members of the Board of Aldermen

BB From: Ben Baxley, Town Manager

Date: 12/1/2023

Re: FY 2024 Budget Ordinance Amendment #5

The attached FY 2024 Budget Ordinance Amendment #5 is needed to account for a donation to the Police Department and account for one-month distribution of state aid for the library. Below is a list of the amendments with explanations.

General Fund Revenues

 Increase of \$1,545 in Miscellaneous line item to account for a \$1,000 donation to the Police Department and one-month distribution of state aid for the library in the amount of \$545

General Fund Expenditures

- Increase of \$1,000 in Police line item to account for a donation to the Police Department
- Increase of \$545 in Library line item to account for one-month distribution of state aid for the library

The amendments increase the General Fund by \$1,545.

TOWN OF GIBSONVILLE, NORTH CAROLINA FY 2024 BUDGET ORDINANCE AMENDMENT #5

BE IT ORDAINED by the Board of Aldermen of the Town of Gibsonville, North Carolina, a meeting was held this the 4th day of December, 2023 that the following fund revenues and departmental expenditures together with certain restrictions and authorizations be amended.

SECTION I. GENERAL FUND

	FY 2024		FY 2024
Anticipated Revenues		Amendment	
	Current Budget	Increase/Decrease	Revised Budget
Taxes, Current Year	4,807,076	-	4,807,076
Taxes, Prior Years, Interest & Penalties	31,150	-	31,150
Motor Vehicle Tax	467,508	-	467,508
Cemetery	16,000	-	16,000
Recreation	111,005	-	111,005
Sanitation Service Charge	475,000	•	475,000
Interest on Investments	23,000	-	23,000
Fire District Tax (Guilford)	19,271	-	19,271
Library	4,000	•	4,000
Transfer Perpetual Care	2,700	-	2,700
Sale of Fixed Assets	5,000	•	5,000
Guilford County Funds	55,500	-	55,500
Code Enforcement/Planning	18,000	-	18,000
Brush/White Goods Pickup Fees	4,000	-	4,000
Miscellaneous	117,347	1,545	118,892
GHA	2,340	-	2,340
Stormwater Fee	70,500	-	70,500
Solid Waste Disposal Tax	7,000	-	7,000
Intangible: Sales Tax (Alamance Co.)	1,500,600	-	1,500,600
Intangible: Sales Tax (Guilford Co.)	788,225	-	788,225
Utility Franchise	422,000	-	422,000
Beer & Wine	35,500	-	35,500
Powell Bill Funds	257,000	-	257,000
Loan Proceeds	1,106,000	-	1,106,000
Appropriated Federal Drug Funds	46,154	-	46,154
Fund Balance (General Fund) Appropriation	797,923	•	797,923
Fund Balance (Powell Bill) Appropriation	325,000		325,000
Total Anticipated Revenues	11,514,799	1,545	11,516,344

Authorized Expenditures

	Current Budget	Increase/Decrease	Revised Budget
Governing Board	94,337	•	94,337
Administration	1,485,746	-	1,485,746
Police	3,370,809	1,000	3,371,809
Fire	2,513,188	•	2,513,188
Public Works	2,253,804	-	2,253,804
Powell Bill	420,000	-	420,000
Recreation	940,150	-	940,150
Library	368,265	545	368,810
Cemetery	28,500	-	28,500
Contingency	40,000	-	40,000
Total Authorized Expenditures	11,514,799	1,545	11,516,344
	0	0	0
SECTION II. WATER & SEWER			
	Current Budget	Increase/Decrease	Revised Budget
Anticipated W&S Revenues			
Water Revenues			
Water Service Fees	1,007,700	•	1,007,700
Tapping Fees	5,000	-	5,000
Meter Setting	10,000	-	10,000
Reconnection Fees	50,000	-	50,000
Miscellaneous Revenues	12,000	-	12,000
Insurance Proceeds	15,586	-	15,586
Retained Earnings Appropriation	171,839	-	171,839
Total Anticipated Water Revenues	1,272,125	-	1,272,125
Sewer Revenues			
Sewer Service Fees	2,180,000		2 100 000
Tapping Fees	5,000	-	2,180,000
Meter Setting	10,000	•	5,000
Reconnection Fees	50,000	-	10,000
Miscellaneous Revenues	12,000	-	50,000
Retained Earnings Appropriation		-	12,000
Total Anticipated Sewer Revenues	372,375	-	372,375
Total Antiopateu Sewel Revenues	2,629,375		2,629,375
Total Anticipated W&S Revenues	3,901,500	-	3,901,500
Authorized W&S Expenditures			
Water Expenditures	1,272,125	-	1,272,125
Sewer Expenditures	2,629,375	-	2,629,375
Total Authorized Expenditures	3,901,500	-	3,901,500
	-	-	-

SECTION III. PERPETUAL CARE FUND

Anticipated Revenues	2,700	-	2,700
Authorized Expenditures	2,700	-	2,700
SECTION IV. WATER AIA GRANT SPECIAL REVE	NUE FUND		-
Anticipated Revenues	200,000	-	200,000
Authorized Expenditures	200,000	-	200,000
SECTION V. SEWER AIA GRANT SPECIAL REVEN	NUE FUND		-
Anticipated Revenues	200,000	-	200,000
Authorized Expenditures	200,000	-	200,000
SECTION VI. WATER TANK CAPITAL PROJECT F	UND		-
Anticipated Revenues	3,300,000	-	3,300,000
Authorized Expenditures	3,300,000	-	3,300,000

SECTION VI. TAX RATE ESTABLISHED

An ad valorem tax rate of \$0.49 per \$100 at full valuation is hereby established as the official tax rate for the Town of Gibsonville for the fiscal year 2024. This rate is based on a total valuation of property of \$1,087,318,941 and an estimated collection rate of 99.00%.

SECTION VII.

Charges for services and fees by Town Departments are levied in the amounts set forth in the Fee Schedule (See Attachment A).

SECTION VIII. SPECIAL AUTHORIZATION - BUDGET OFFICER

- **A.** Budget Officer shall be authorized to reallocate departmental appropriations among various object of expenditures as he believes necessary.
- **B.** The Budget Officer shall be authorized to effect interdepartmental transfers, in the same fund, not to exceed 10% of the appropriated monies for the department whose allocations is reduced. Notation of all such transfers shall be made to the Board on the next succeeding Financial Report.
- **C.** He may make interfund loans for a period of not more than 60 days.
- D. Interfund transfers, established in the budget document may be accomplished without recourse to the Board.

SECTION IX. RESTRICTION - BUDGET OFFICER

- **A.** Interfund transfer of monies, except as noted in Section VI. Shall be accomplished by the Board authorization only.
- B. The utilization of any contingency appropriations shall be accomplished only with Board authorization.

SECTION X. UTILIZATION OF BUDGET ORDINANCE

This Ordinance Amendment and the Budget Document shall be the basis of the financial plan for the Gibsonville Municipal Government during the 2024 fiscal year. The Budget Officer shall administer the budget and shall insure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The accounting section shall establish records which are consonance with the Budget and this Ordinance and the appropriate statute of the State of North Carolina.

Amended this the 4th day of December, 2023.		
Attest:	Mayor of Gibsonville, NC	
Town Clerk of Gibsonville, NC		

Owner of Record: EOG INVESTORS 2, LLC 5710 SIX FORKS RD STE. 201 RALEIGH, NC 27609

500 CHURCH ST

Parcel 222483 PIN 8835993130

Deed: 01/19/2018

Conducted commercial building inspection. The following violations were found Section 150.130 Nonresidential buildings.

(D) Maintenance and Standards. 1. Standards for Nonresidential Buildings and Structures. Old school building is vacant, unsound and a danger to citizens and children as it is located next to Gibsonville's Public Library on the left side and an inhabited school building on the right. a. Exterior walls are structurally unsound. In the front of the building on the top story bricks are loose. The back wall of the building has partially fallen and is in such disrepair it is unable to support the roof which has collapsed. The windows in this back wall are open with no glass or boarding. A fence has been erected but is inadequate protection to keep anyone out or prevent injury if it were to continue to collapse. Cracks in the bricks can be observed above the overhangs. b. The roof is missing, collapsed or unsound throughout the structure. Through the front window above the doorway, a large hole in the roof is visible. The roof is missing in the back and left side section of the building. The building is open to the weather and animals. c. Damage by fire or wind: A large tree has fallen and damaged the sidewalk. d. Dilapidation: Most of the ground level floor windows are boarded up but not weathertight. Several 2nd story windows are broken or missing. The 2 story windows in the back section are missing. There is a small area in the back, which is fenced in, but the fencing is down and has holes and does not adequately protect the public from the unstable walls of the back and left side of the building. e. Garbage or Trash: Very little trash or discarded material in the area. The bushes are overgrown to the point where entrances and steps are covered. A large tree has fallen on the right side of the building. f. Loose overhanging objects: there are window unit air conditioners which are installed in windows with rotten boards which are in danger of falling. g. Broken glass, loose shingles, loose wood, peeling paint etc.: Broken glass is on the sidewalks. The paint is peeling on all wood areas. Concrete shows signs of deterioration especially around the windows. A part of the sidewalk has been torn up where a tree has fallen. The décor above the front door has peeling paint and rotted wood. The windowsills are rusted. h. Protrusions from the building: In the back of the building the gutters are hanging down to the ground. i. Exterior porches, landings stairs etc. which are not structurally sound: An attached walkway shelter is partially collapsed and has wires hanging from the side. It is structurally unsafe and a danger to anyone near it. It is not in a fenced area and easily accessible by the public and next to the inhabited public-school building. j. Any unsafe conditions: The roof has collapsed or is missing over most of the building. The front bricks are loose, and the back walls have fallen or are unsound and unstable. This building is a hazard and unsafe for the public. It is located between a school and a library putting the public in danger. 08/05/20 Re-inspection shows no change. 08/12/20 NOV/NOH mailed first class and registered mail to the owners and other parties. 08/19/20 NOH posted on site on front door. 09/01/20 Re-inspection found a fence has been erected around the entire property. No further changes noted; Hearing administered by Dennis Pinnix. 08/02/20 The Finding of Facts and Order to Abate notice was prepared. Compliance deadline is 12/01/20. 09/09/20 Posted FOF&O letter on locked gate in front of the school.

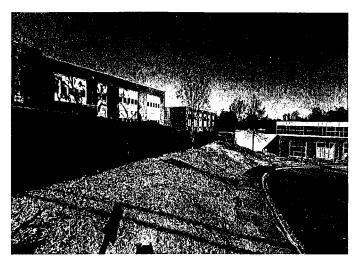
10/06/20 Re-inspection shows entry has been made there is a chair under a window that board has been pried open in the back of the building. Brush was cut and placed inside the fence instead of curbside for pickup. 11/10/20 Reinspection shows no change. The chair is still under the open window in the back. Windows are broken or boarded, and you can see the roof has collapsed through the windows in the front and back side. There are 3 windows on the top story in the back that are about to fall. At this time the trajectory looks to be inward, but the close proximity 2 transformers could present a safety concern. Pictures were emailed to Brandon and Dennis. 12/02/20 Re-inspection found 2 dumpsters sitting in the back of the school with a small amount wood debris inside. A storage room door is open underneath the section where the roof is collapsed. There is still a chair beneath an open 1st floor window. 12/23/20 Re-inspection found a dumpster on site. Some fencing has been removed and the basement of the left side of the building has been cleaned out. 01/31/21 Created the paperwork for the board meeting on February 1, 2021, Inspection of the progress on the school building, update pictures of the progress and talked with Lily and Alex while on the property. 02/04/21 Re-inspection shows work is progressing, windows of the second floor have been boarded up. 03/30/21 No change since the last inspection. 06/02/21 Re-inspection found no further progress. The front gate has been secured. 09/02/21 Re-inspection found no change. 10/06/21 Re-inspection found no improvements have been made to the property since the last inspection. 10/27/21 Re-inspection found workers on the roof. 11/03/21 Reinspection found workers with a lift truck in the front area of the school.

02/02/22 Re-inspection found the left wing is gutted, window unit air conditioners have been removed and the fence in the front is leaning over. 03/23/22 Re-inspection found work is continuing. Drone footage from Ben shows most of the roof has been repaired except for the left wing. 06/01/22 Re-inspection found the windows in the back have been removed. 06/29/22 Re-inspection found work is now being done in the front also. Some windows removed. 07/13/22 Re-inspection found no one at the site and no changes.

08/10/22 Re-inspection found no one at the site. The roof has a temporary covering installed as it moves when the wind blows. Some windows have been replaced. The chain link fence is in disrepair and is completely down in the back. 08/17/22 Re-inspection found no one at the job site. No change. 08/24/22 Re-inspection found no one at the job site. No change. 08/25/22 Re-inspection found the fence has been propped up in the back of the building.

09/07/22 Re-inspection found no one working and no progress. 10/19/22 Truck on site, Man locking gate and leaving the site. 10/26/22 No one on site. 01/27/23 A civil Citation was issued, prepared and mailed first class and certified to all interested parties. 02/06/23 Second civil Citation was issued, prepared and mailed first class and certified to all interested parties. 02/09/23 Re-inspection: Found a fence and black fabric around the building. There is a storage container present with the name Carolina containers. Construction placards are posted on the fence. No work appears to be happening. 02/16/23 FINAL Penalty letter was prepared and mailed first class and certified. 02/17/23 The First civil Penalty letter was prepared and mailed first class and certified. 02/28/23 The Second civil Penalty letter was prepared and mailed first class and certified. 03/11/23 The FINAL civil Penalty letter was prepared and mailed first class and certified. 05/24/23. Reinspection: Found the fence to be falling on the East joiner side beside the school exit. Found the gate to be open on the back side. 06/14/23 Re-inspection: The fence has been set up but is still leaning. 06/21/23 Re-inspection: Found defense leaning in two places no change to the exterior condition of the building. 07/19/23 Re-inspection: No Change. 07/26/23 Re-inspection: No Change. 08/16/23 Re-inspection: Found a roofing crew on site. 08/30/23 Re-inspection. Found construction equipment on site. 09/06/23 Re-inspection: Roof repair is in progress. 09/29/23 Reviewed the Civil Penalties Invoice and Balance sheet. Finalized the report and emailed to Ben Baxley and copied Dennis and Eric. 10/25/23 Reinspection: The roof on the front side of the building has been replaced. 11/15/23 Re-inspection: Found windows on the backside of the building have been boarded up. Exterior covering has been stripped off. 11/22/23 Re-inspection: No Change. 11/29/23 Re-inspection: Found the fence to be bent and meaning towards the left side, front and right side. defense is secured with a chain and padlock at the front. Updated pictures.

EOG INVES	STORS 2 LLC Q .
CAMA Report	· ·
Well and Septic	
•	Tax Appraisal Information
	r History Oblique Photos
Parcel Number	
PIN	8835993130
Owner	EOG INVESTORS 2 LLC
	500 CHURCH ST
Mail City	GIBSONVILLE
	NC
Mail Zip	27249
Property Address	500 #5 CHURCH ST
Legal Description	1.89 AC FINAL EOG INVESTORS 2 LO:1 PL:205-86
Deed	008013-02950
Plat	205-86
Condo	
Total Assessed	1119700
Total Building Value	1063000
Total Out Building Value	0
Total Land Value	56700
Total Deferred Value	0
Bldq Card	1





500 CHURCH ST. GIBSONVILLE

CIVIL PENALTIES accrued and Balance Owed AS OF December 4, 2023

A \$500 per day penalty continues until the violation is Abated.

CIT.#		AMT	Billed	 INV AMT	Date Paid	AMT Paid	<u> </u>	BAL DUE
1-1	Civil Citation	\$100.00	02/17/23	\$ 100.00			\$	100.00
1-2	Civil Citation	\$100.00	02/18/23	\$ 100.00			\$	200.00
1-3	Civil Citation	\$100.00	02/19/23	\$ 100.00			\$	300.00
1-4	Civil Citation	\$100.00	02/20/23	\$ 100.00	,		\$	400.00
1-5	Civil Citation	\$100.00	02/21/23	\$ 100.00			\$	500.00
1-6	Civil Citation	\$100.00	02/22/23	\$ 100.00			\$	600.00
1-7	Civil Citation	\$100.00	02/23/23	\$ 100.00			\$	700.00
1-8	Civil Citation	\$100.00	02/24/23	\$ 100.00			\$	800.00
1-9	Civil Citation	\$100.00	02/25/23	\$ 100.00			\$	900.00
1-10	Civil Citation	\$100.00	02/26/23	\$ 100.00			\$	1,000.00
2-11	Civil Citation	\$250.00	02/27/23	\$ 250.00			\$	1,250.00
2-12	Civil Citation	\$250.00	02/28/23	\$ 250.00			\$	1,500.00
2-13	Civil Citation	\$250.00	03/01/23	\$ 250.00			\$	1,750.00
2-14	Civil Citation	\$250.00	03/02/23	\$ 250.00			\$	2,000.00
2-15	Civil Citation	\$250.00	03/03/23	\$ 250.00			\$	2,250.00
2-16	Civil Citation	\$250.00	03/04/23	\$ 250.00			\$	2,500.00
2-17	Civil Citation	\$250.00	03/05/23	\$ 250.00			\$	2,750.00
2-18	Civil Citation	\$250.00	03/06/23	\$ 250.00			\$	3,000.00
2-19	Civil Citation	\$250.00	03/07/23	\$ 250.00			\$	3,250.00
2-20	Civil Citation	\$250.00	03/08/23	\$ 250.00			\$	3,500.00
3-21	Civil Citation	\$500.00	03/09/23	\$ 500.00			\$	4,000.00
3-22	Civil Citation	\$500.00	03/10/23	\$ 500.00			\$	4,500.00
3-23	Civil Citation	\$500.00	03/11/23	\$ 500.00			\$	5,000.00
3-24	Civil Citation	\$500.00	03/12/23	\$ 500.00			\$	5,500.00
3-25	Civil Citation	\$500.00	03/13/23	\$ 500.00	·		\$	6,000.00
3-26	Civil Citation	\$500.00	03/14/23	\$ 500.00			\$	6,500.00
3-27	Civil Citation	\$500.00	03/15/23	\$ 500.00			\$	7,000.00
3-28	Civil Citation	\$500.00	03/16/23	\$ 500.00			\$	7,500.00
3-29	Civil Citation	\$500.00	03/17/23	\$ 500.00			\$	8,000.00
3-30	Civil Citation	\$500.00	03/18/23	\$ 500.00			\$	8,500.00
3-31	Civil Citation	\$500.00	03/19/23	\$ 500.00			\$	9,000.00
3-32	Civil Citation	\$500.00	03/20/23	\$ 500.00			\$	9,500.00
3-33	Civil Citation	\$500.00	03/21/23	\$ 500.00	-		\$	10,000.00
3-34	Civil Citation	\$500.00	03/22/23	\$ 500.00			\$	10,500.00
3-35	Civil Citation	\$500.00	03/23/23	\$ 500.00			\$	11,000.00
3-36	Civil Citation	\$500.00	03/24/23	\$ 500.00			\$	11,500.00
3-37	Civil Citation	\$500.00	03/25/23	\$ 500.00			\$	12,000.00
3-38	Civil Citation	\$500.00	03/26/23	\$ 500.00			\$	12,500.00
3-39	Civil Citation	\$500.00	03/27/23	\$ 500.00			\$	13,000.00
3-40	Civil Citation	\$500.00	03/28/23	\$ 500.00			\$	13,500.00
3-41	Civil Citation	\$500.00	03/29/23	\$ 500.00			\$	14,000.00
3-42	Civil Citation	\$500.00	03/30/23	\$ 500.00			\$	14,500.00

CIT.#		AMT	Billed	INV AMT	Date Paid	AMT Paid	 BAL DUE
3-43	Civil Citation	\$500.00	03/31/23	\$ 500.00			\$ 15,000.00
3-44	Civil Citation	\$500.00	04/01/23	\$ 500.00			\$ 15,500.00
3-45	Civil Citation	\$500.00	04/02/23	\$ 500.00			\$ 16,000.00
3-46	Civil Citation	\$500.00	04/03/23	\$ 500.00			\$ 16,500.00
3-47	Civil Citation	\$500.00	04/04/23	\$ 500.00			\$ 17,000.00
3-48	Civil Citation	\$500.00	04/05/23	\$ 500.00			\$ 17,500.00
3-49	Civil Citation	\$500.00	04/06/23	\$ 500.00			\$ 18,000.00
3-50	Civil Citation	\$500.00	04/07/23	\$ 500.00			\$ 18,500.00
3-51	Civil Citation	\$500.00	04/08/23	\$ 500.00			\$ 19,000.00
3-52	Civil Citation	\$500.00	04/09/23	\$ 500.00			\$ 19,500.00
3-53	Civil Citation	\$500.00	04/10/23	\$ 500.00			\$ 20,000.00
3-54	Civil Citation	\$500.00	04/11/23	\$ 500.00			\$ 20,500.00
3-55	Civil Citation	\$500.00	04/12/23	\$ 500.00			\$ 21,000.00
3-56	Civil Citation	\$500.00	04/13/23	\$ 500.00			\$ 21,500.00
3-57	Civil Citation	\$500.00	04/14/23	\$ 500.00			\$ 22,000.00
3-58	Civil Citation	\$500.00	04/15/23	\$ 500.00			\$ 22,500.00
3-59	Civil Citation	\$500.00	04/16/23	\$ 500.00			\$ 23,000.00
3-60	Civil Citation	\$500.00	04/17/23	\$ 500.00			\$ 23,500.00
3-61	Civil Citation	\$500.00	04/18/23	\$ 500.00			\$ 24,000.00
3-62	Civil Citation	\$500.00	04/19/23	\$ 500.00			\$ 24,500.00
3-63	Civil Citation	\$500.00	04/20/23	\$ 500.00			\$ 25,000.00
3-64	Civil Citation	\$500.00	04/21/23	\$ 500.00			\$ 25,500.00
3-65	Civil Citation	\$500.00	04/22/23	\$ 500.00			\$ 26,000.00
3-66	Civil Citation	\$500.00	04/23/23	\$ 500.00			\$ 26,500.00
3-67	Civil Citation	\$500.00	04/24/23	\$ 500.00			\$ 27,000.00
3-68	Civil Citation	\$500.00	04/25/23	\$ 500.00			\$ 27,500.00
3-69	Civil Citation	\$500.00	04/26/23	\$ 500.00			\$ 28,000.00
3-70	Civil Citation	\$500.00	04/27/23	\$ 500.00			\$ 28,500.00
3-71	Civil Citation	\$500.00	04/28/23	\$ 500.00			\$ 29,000.00
3-72	Civil Citation	\$500.00	04/29/23	\$ 500.00			\$ 29,500.00
3-73	Civil Citation	\$500.00	04/30/23	\$ 500.00			\$ 30,000.00
3-74	Civil Citation	\$500.00	05/01/23	\$ 500.00	·		\$ 30,500.00
3-75	Civil Citation	\$501.00	05/02/23	\$ 500.00			\$ 31,000.00
3-76	Civil Citation	\$502.00	05/03/23	\$ 500.00		_	\$ 31,500.00
3-77	Civil Citation	\$503.00	05/04/23	\$ 500.00			\$ 32,000.00
3-78	Civil Citation	\$504.00	05/05/23	\$ 500.00			\$ 32,500.00
3-79	Civil Citation	\$505.00	05/06/23	\$ 500.00			\$ 33,000.00
3-80	Civil Citation	\$506.00	05/07/23	\$ 500.00			\$ 33,500.00
3-81	Civil Citation	\$507.00	05/08/23	\$ 500.00		_	\$ 34,000.00
3-82	Civil Citation	\$508.00	05/09/23	\$ 500.00			\$ 34,500.00
3-83	Civil Citation	\$509.00	05/10/23	\$ 500.00			\$ 35,000.00
3-84	Civil Citation	\$510.00	05/11/23	\$ 500.00			\$ 35,500.00
3-85	Civil Citation	\$511.00	05/12/23	\$ 500.00			\$ 36,000.00
3-86	Civil Citation	\$512.00	05/13/23	\$ 500.00			\$ 36,500.00
3-87	Civil Citation	\$513.00	05/14/23	\$ 500.00			\$ 37,000.00

CIT.#		AMT	Billed	 INV AMT	Date Paid	AMT Paid	 BAL DUE
3-88	Civil Citation	\$514.00	05/15/23	\$ 500.00			\$ 37,500.00
3-89	Civil Citation	\$515.00	05/16/23	\$ 500.00			\$ 38,000.00
3-90	Civil Citation	\$516.00	05/17/23	\$ 500.00	···		\$ 38,500.00
3-91	Civil Citation	\$517.00	05/18/23	\$ 500.00			\$ 39,000.00
3-92	Civil Citation	\$518.00	05/19/23	\$ 500.00	¥ 1 ¥ 1		\$ 39,500.00
3-93	Civil Citation	\$519.00	05/20/23	\$ 500.00			\$ 40,000.00
3-94	Civil Citation	\$520.00	05/21/23	\$ 500.00			\$ 40,500.00
3-95	Civil Citation	\$521.00	05/22/23	\$ 500.00			\$ 41,000.00
3-96	Civil Citation	\$522.00	05/23/23	\$ 500.00			\$ 41,500.00
3-97	Civil Citation	\$523.00	05/24/23	\$ 500.00			\$ 42,000.00
3-98	Civil Citation	\$524.00	05/25/23	\$ 500.00			\$ 42,500.00
3-99	Civil Citation	\$525.00	05/26/23	\$ 500.00		_	\$ 43,000.00
3-100	Civil Citation	\$526.00	05/27/23	\$ 500.00			\$ 43,500.00
3-101	Civil Citation	\$527.00	05/28/23	\$ 500.00			\$ 44,000.00
3-102	Civil Citation	\$528.00	05/29/23	\$ 500.00			\$ 44,500.00
3-103	Civil Citation	\$529.00	05/30/23	\$ 500.00			\$ 45,000.00
3-104	Civil Citation	\$530.00	05/31/23	\$ 500.00			\$ 45,500.00
3-105	Civil Citation	\$531.00	06/01/23	\$ 500.00			\$ 46,000.00
3-106	Civil Citation	\$532.00	06/02/23	\$ 500.00			\$ 46,500.00
3-107	Civil Citation	\$533.00	06/03/23	\$ 500.00			\$ 47,000.00
3-108	Civil Citation	\$534.00	06/04/23	\$ 500.00			\$ 47,500.00
3-109	Civil Citation	\$535.00	06/05/23	\$ 500.00			\$ 48,000.00
3-110	Civil Citation	\$536.00	06/06/23	\$ 500.00			\$ 48,500.00
3-111	Civil Citation	\$537.00	06/07/23	\$ 500.00			\$ 49,000.00
3-112	Civil Citation	\$538.00	06/08/23	\$ 500.00			\$ 49,500.00
3-113	Civil Citation	\$539.00	06/09/23	\$ 500.00			\$ 50,000.00
3-114	Civil Citation	\$540.00	06/10/23	\$ 500.00			\$ 50,500.00
3-115	Civil Citation	\$541.00	06/11/23	\$ 500.00			\$ 51,000.00
3-116	Civil Citation	\$542.00	06/12/23	\$ 500.00			\$ 51,500.00
3-117	Civil Citation	\$543.00	06/13/23	\$ 500.00			\$ 52,000.00
3-118	Civil Citation	\$544.00	06/14/23	\$ 500.00			\$ 52,500.00
3-119	Civil Citation	\$545.00	06/15/23	\$ 500.00			\$ 53,000.00
3-120	Civil Citation	\$546.00	06/16/23	\$ 500.00			\$ 53,500.00
3-121	Civil Citation	\$547.00	06/17/23	\$ 500.00			\$ 54,000.00
3-122	Civil Citation	\$548.00	06/18/23	\$ 500.00			\$ 54,500.00
3-123	Civil Citation	\$549.00	06/19/23	\$ 500.00			\$ 55,000.00
3-124	Civil Citation	\$550.00	06/20/23	\$ 500.00			\$ 55,500.00
3-125	Civil Citation	\$551.00	06/21/23	\$ 500.00			\$ 56,000.00
3-126	Civil Citation	\$552.00	06/22/23	\$ 500.00			\$ 56,500.00
3-127	Civil Citation	\$553.00	06/23/23	\$ 500.00			\$ 57,000.00
3-128	Civil Citation	\$554.00	06/24/23	\$ 500.00			\$ 57,500.00
3-129	Civil Citation	\$555.00	06/25/23	\$ 500.00			\$ 58,000.00
3-130	Civil Citation	\$556.00	06/26/23	\$ 500.00			\$ 58,500.00
3-131	Civil Citation	\$557.00	06/27/23	\$ 500.00			\$ 59,000.00
3-132	Civil Citation	\$558.00	06/28/23	\$ 500.00			\$ 59,500.00

CIT.#		AMT	Billed	 INV AMT	Date Paid	AMT Paid		BAL DUE
3-133	Civil Citation	\$559.00	06/29/23	\$ 500.00			\$	60,000.00
3-134	Civil Citation	\$560.00	06/30/23	\$ 500.00			\$	60,500.00
3-135	Civil Citation	\$561.00	07/01/23	\$ 500.00			\$	61,000.00
3-136	Civil Citation	\$562.00	07/02/23	\$ 500.00			\$	61,500.00
3-137	Civil Citation	\$563.00	07/03/23	\$ 500.00			\$	62,000.00
3-138	Civil Citation	\$564.00	07/04/23	\$ 500.00			\$	62,500.00
3-139	Civil Citation	\$565.00	07/05/23	\$ 500.00			\$	63,000.00
3-140	Civil Citation	\$566.00	07/06/23	\$ 500.00			\$	63,500.00
3-141	Civil Citation	\$567.00	07/07/23	\$ 500.00	•		\$	64,000.00
3-142	Civil Citation	\$568.00	07/08/23	\$ 500.00			\$	64,500.00
3-143	Civil Citation	\$569.00	07/09/23	\$ 500.00			\$	65,000.00
3-144	Civil Citation	\$570.00	07/10/23	\$ 500.00			\$	65,500.00
3-145	Civil Citation	\$571.00	07/11/23	\$ 500.00			\$	66,000.00
3-146	Civil Citation	\$572.00	07/12/23	\$ 500.00			\$	66,500.00
3-147	Civil Citation	\$573.00	07/13/23	\$ 500.00			\$	67,000.00
3-148	Civil Citation	\$574.00	07/14/23	\$ 500.00			\$	67,500.00
3-149	Civil Citation	\$575.00	07/15/23	\$ 500.00			\$	68,000.00
3-150	Civil Citation	\$576.00	07/16/23	\$ 500.00			\$	68,500.00
3-151	Civil Citation	\$577.00	07/17/23	\$ 500.00	,		\$	69,000.00
3-152	Civil Citation	\$578.00	07/18/23	\$ 500.00			\$	69,500.00
3-153	Civil Citation	\$579.00	07/19/23	\$ 500.00			\$	70,000.00
3-154	Civil Citation	\$580.00	07/20/23	\$ 500.00			\$	70,500.00
3-155	Civil Citation	\$581.00	07/21/23	\$ 500.00			\$	71,000.00
3-156	Civil Citation	\$582.00	07/22/23	\$ 500.00			\$	71,500.00
3-157	Civil Citation	\$583.00	07/23/23	\$ 500.00			\$	72,000.00
3-158	Civil Citation	\$584.00	07/24/23	\$ 500.00			\$	72,500.00
3-159	Civil Citation	\$585.00	07/25/23	\$ 500.00			\$	73,000.00
3-160	Civil Citation	\$586.00	07/26/23	\$ 500.00			\$	73,500.00
3-161	Civil Citation	\$587.00	07/27/23	\$ 500.00			\$	74,000.00
3-162	Civil Citation	\$588.00	07/28/23	\$ 500.00	-1		\$	74,500.00
3-163	Civil Citation	\$589.00	07/29/23	\$ 500.00			\$	75,000.00
3-164	Civil Citation	\$590.00	07/30/23	\$ 500.00			\$	75,500.00
3-165	Civil Citation	\$591.00	07/31/23	\$ 500.00			\$	76,000.00
3-166	Civil Citation	\$592.00	08/01/23	\$ 500.00			\$	76,500.00
3-167	Civil Citation	\$593.00	08/02/23	\$ 500.00			\$	77,000.00
3-168	Civil Citation	\$594.00	08/03/23	\$ 500.00			\$	77,500.00
3-169	Civil Citation	\$595.00	08/04/23	\$ 500.00			\$	78,000.00
3-170	Civil Citation	\$596.00	08/05/23	\$ 500.00			\$	78,500.00
3-171	Civil Citation	\$597.00	08/06/23	\$ 500.00			\$	79,000.00
3-172	Civil Citation	\$598.00	08/07/23	\$ 500.00			\$	79,500.00
3-173	Civil Citation	\$599.00	08/08/23	\$ 500.00			\$	80,000.00
3-174	Civil Citation	\$600.00	08/09/23	\$ 500.00			\$	80,500.00
3-175	Civil Citation	\$601.00	08/10/23	\$ 500.00			\$	81,000.00
3-176	Civil Citation	\$602.00	08/11/23	\$ 500.00			\$	81,500.00
3-177	Civil Citation	\$603.00	08/12/23	\$ 500.00	**		\$	82,000.00

CIT.#		AMT	Billed	-	INV AMT	Date Paid	AMT Paid	 BAL DUE
3-178	Civil Citation	\$604.00	08/13/23	\$	500.00			\$ 82,500.00
3-179	Civil Citation	\$605.00	08/14/23	\$	500.00			\$ 83,000.00
3-180	Civil Citation	\$606.00	08/15/23	\$	500.00			\$ 83,500.00
3-181	Civil Citation	\$607.00	08/16/23	\$	500.00			\$ 84,000.00
3-182	Civil Citation	\$608.00	08/17/23	\$	500.00			\$ 84,500.00
3-183	Civil Citation	\$609.00	08/18/23	\$	500.00			\$ 85,000.00
3-184	Civil Citation	\$610.00	08/19/23	\$	500.00	-1		\$ 85,500.00
3-185	Civil Citation	\$611.00	08/20/23	\$	500.00			\$ 86,000.00
3-186	Civil Citation	\$612.00	08/21/23	\$	500.00			\$ 86,500.00
3-187	Civil Citation	\$613.00	08/22/23	\$	500.00			\$ 87,000.00
3-188	Civil Citation	\$614.00	08/23/23	\$	500.00			\$ 87,500.00
3-189	Civil Citation	\$615.00	08/24/23	\$	500.00			\$ 88,000.00
3-190	Civil Citation	\$616.00	08/25/23	\$	500.00			\$ 88,500.00
3-191	Civil Citation	\$617.00	08/26/23	\$	500.00			\$ 89,000.00
3-192	Civil Citation	\$618.00	08/27/23	\$	500.00			\$ 89,500.00
3-193	Civil Citation	\$619.00	08/28/23	\$	500.00			\$ 90,000.00
3-194	Civil Citation	\$620.00	08/29/23	\$	500.00			\$ 90,500.00
3-195	Civil Citation	\$621.00	08/30/23	\$	500.00			\$ 91,000.00
3-196	Civil Citation	\$622.00	08/31/23	\$	500.00			\$ 91,500.00
3-197	Civil Citation	\$623.00	09/01/23	\$	500.00			\$ 92,000.00
3-198	Civil Citation	\$624.00	09/02/23	\$	500.00			\$ 92,500.00
3-199	Civil Citation	\$625.00	09/03/23	\$	500.00			\$ 93,000.00
3-200	Civil Citation	\$626.00	09/04/23	\$	500.00			\$ 93,500.00
3-201	Civil Citation	\$627.00	09/05/23	\$	500.00			\$ 94,000.00
3-202	Civil Citation	\$628.00	09/06/23	\$	500.00			\$ 94,500.00
3-203	Civil Citation	\$629.00	09/07/23	\$	500.00			\$ 95,000.00
3-204	Civil Citation	\$630.00	09/08/23	\$	500.00			\$ 95,500.00
3-205	Civil Citation	\$631.00	09/09/23	\$	500.00			\$ 96,000.00
3-206	Civil Citation	\$632.00	09/10/23	\$	500.00			\$ 96,500.00
3-207	Civil Citation	\$633.00	09/11/23	\$	500.00			\$ 97,000.00
3-208	Civil Citation	\$634.00	09/12/23	\$	500.00			\$ 97,500.00
3-209	Civil Citation	\$635.00	09/13/23	\$	500.00			\$ 98,000.00
3-210	Civil Citation	\$636.00	09/14/23	\$	500.00			\$ 98,500.00
3-211	Civil Citation	\$637.00	09/15/23	\$	500.00			\$ 99,000.00
3-212	Civil Citation	\$638.00	09/16/23	\$	500.00			\$ 99,500.00
3-213	Civil Citation	\$639.00	09/17/23	\$	500.00			\$ 100,000.00
3-214	Civil Citation	\$640.00	09/18/23	\$	500.00			\$ 100,500.00
3-215	Civil Citation	\$641.00	09/19/23	\$	500.00			\$ 101,000.00
3-216	Civil Citation	\$642.00	09/20/23	\$	500.00			\$ 101,500.00
3-217	Civil Citation	\$643.00	09/21/23	\$	500.00			\$ 102,000.00
3-218	Civil Citation	\$644.00	09/22/23	\$	500.00			\$ 102,500.00
3-219	Civil Citation	\$645.00	09/23/23	\$	500.00			\$ 103,000.00
3-220	Civil Citation	\$646.00	09/24/23	\$	500.00			\$ 103,500.00
3-221	Civil Citation	\$647.00	09/25/23	\$	500.00			\$ 104,000.00
3-222	Civil Citation	\$648.00	09/26/23	\$	500.00			\$ 104,500.00

CIT.#	· · · · · · · · · · · · · · · · · · ·	AMT	Billed	INV AMT	Date Paid	AMT Paid	····	BAL DUE
3-223	Civil Citation	\$649.00	09/27/23	\$ 500.00			\$	105,000.00
3-224	Civil Citation	\$650.00	09/28/23	\$ 500.00			\$	105,500.00
3-225	Civil Citation	\$651.00	09/29/23	\$ 500.00			\$	106,000.00
3-226	Civil Citation	\$652.00	09/30/23	\$ 500.00			\$	106,500.00
3-227	Civil Citation	\$653.00	10/01/23	\$ 500.00			\$	107,000.00
3-228	Civil Citation	\$654.00	10/02/23	\$ 500.00			\$	107,500.00
3-229	Civil Citation	\$655.00	10/03/23	\$ 500.00			\$	108,000.00
3-230	Civil Citation	\$656.00	10/04/23	\$ 500.00	,		\$	108,500.00
3-231	Civil Citation	\$657.00	10/05/23	\$ 500.00			\$	109,000.00
3-232	Civil Citation	\$658.00	10/06/23	\$ 500.00			\$	109,500.00
3-233	Civil Citation	\$659.00	10/07/23	\$ 500.00			\$	110,000.00
3-234	Civil Citation	\$660.00	10/08/23	\$ 500.00			\$	110,500.00
3-235	Civil Citation	\$661.00	10/09/23	\$ 500.00		_	\$	111,000.00
3-236	Civil Citation	\$662.00	10/10/23	\$ 500.00		_	\$	111,500.00
3-237	Civil Citation	\$663.00	10/11/23	\$ 500.00			\$	112,000.00
3-238	Civil Citation	\$664.00	10/12/23	\$ 500.00			\$	112,500.00
3-239	Civil Citation	\$665.00	10/13/23	\$ 500.00	11 12 22 12 12		\$	113,000.00
3-240	Civil Citation	\$666.00	10/14/23	\$ 500.00			\$	113,500.00
3-241	Civil Citation	\$667.00	10/15/23	\$ 500.00			\$	114,000.00
3-242	Civil Citation	\$668.00	10/16/23	\$ 500.00			\$	114,500.00
3-243	Civil Citation	\$669.00	10/17/23	\$ 500.00			\$	115,000.00
3-244	Civil Citation	\$670.00	10/18/23	\$ 500.00			\$	115,500.00
3-245	Civil Citation	\$671.00	10/19/23	\$ 500.00			\$	116,000.00
3-246	Civil Citation	\$672.00	10/20/23	\$ 500.00			\$	116,500.00
3-247	Civil Citation	\$673.00	10/21/23	\$ 500.00			\$	117,000.00
3-248	Civil Citation	\$674.00	10/22/23	\$ 500.00			\$	117,500.00
3-249	Civil Citation	\$675.00	10/23/23	\$ 500.00			\$	118,000.00
3-250	Civil Citation	\$676.00	10/24/23	\$ 500.00			\$	118,500.00
3-251	Civil Citation	\$677.00	10/25/23	\$ 500.00			\$	119,000.00
3-252	Civil Citation	\$678.00	10/26/23	\$ 500.00			\$	119,500.00
3-253	Civil Citation	\$679.00	10/27/23	\$ 500.00			\$	120,000.00
3-254	Civil Citation	\$680.00	10/28/23	\$ 500.00			\$	120,500.00
3-255	Civil Citation	\$681.00	10/29/23	\$ 500.00			\$	121,000.00
3-256	Civil Citation	\$682.00	10/30/23	\$ 500.00			\$	121,500.00
3-257	Civil Citation	\$683.00	10/31/23	\$ 500.00			\$	122,000.00
3-258	Civil Citation	\$684.00	11/01/23	\$ 500.00			\$	122,500.00
3-259	Civil Citation	\$685.00	11/02/23	\$ 500.00			\$	123,000.00
3-260	Civil Citation	\$686.00	11/03/23	\$ 500.00			\$	123,500.00
3-261	Civil Citation	\$687.00	11/04/23	\$ 500.00			\$	124,000.00
3-262	Civil Citation	\$688.00	11/05/23	\$ 500.00			\$	124,500.00
3-263	Civil Citation	\$689.00	11/06/23	\$ 500.00			\$	125,000.00
3-264	Civil Citation	\$690.00	11/07/23	\$ 500.00			\$	125,500.00
3-265	Civil Citation	\$691.00	11/08/23	\$ 500.00			\$	126,000.00
3-266	Civil Citation	\$692.00	11/09/23	\$ 500.00			\$	126,500.00
3-267	Civil Citation	\$693.00	11/10/23	\$ 500.00			\$	127,000.00

3-269 Civil Citation \$695.00 11/12/23 \$ 500.00 \$ 128,	UE
3-269 Civil Citation \$695.00 11/12/23 \$500.00 \$128, 3-270 Civil Citation \$696.00 11/13/23 \$500.00 \$128, 3-271 Civil Citation \$697.00 11/14/23 \$500.00 \$129, 3-272 Civil Citation \$698.00 11/15/23 \$500.00 \$129, 3-273 Civil Citation \$699.00 11/16/23 \$500.00 \$130, 3-274 Civil Citation \$700.00 11/17/23 \$500.00 \$130, 3-275 Civil Citation \$701.00 11/18/23 \$500.00 \$131, 3-276 Civil Citation \$702.00 11/19/23 \$500.00 \$131, 3-277 Civil Citation \$703.00 11/20/23 \$500.00 \$132, 3-278 Civil Citation \$704.00 11/21/23 \$500.00 \$133, 3-280 Civil Citation \$705.00 11/22/23 \$500.00 \$133, 3-281 Civil Citation \$706.00 11/23/23 \$500.00	00.00
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3-281 Civil Citation \$707.00 11/24/23 \$500.00 \$134, 3-282 Civil Citation \$708.00 11/25/23 \$500.00 \$134, 3-283 Civil Citation \$709.00 11/26/23 \$500.00 \$135, 3-284 Civil Citation \$710.00 11/27/23 \$500.00 \$135, 3-285 Civil Citation \$711.00 11/28/23 \$500.00 \$136, 3-286 Civil Citation \$712.00 11/29/23 \$500.00 \$136, 3-287 Civil Citation \$713.00 11/30/23 \$500.00 \$137, 3-288 Civil Citation \$714.00 12/01/23 \$500.00 \$137, 3-289 Civil Citation \$715.00 12/02/23 \$500.00 \$138, 3-290 Civil Citation \$716.00 12/03/23 \$500.00 \$138,	00.00
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