

**TOWN OF MCADENVILLE COUNCIL AGENDA  
TUESDAY, MAY 14, 2024 @ 6:00 PM  
163 MAIN STREET, MCADENVILLE, NC**

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- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & INVOCATION**
- 2. ADJUSTMENT & APPROVAL OF MAY AGENDA:** Items will only be added or removed upon approval of the Mayor and Town Council.
- 3. CONSENT AGENDA:** The items of the “Consent Agenda” are adopted on a single motion and vote, unless the Mayor or Council wishes to withdraw an item for separate vote and/or discussion:
  - a. Approval of Minutes: Regular Meeting of April 9, 2024, and Special Meeting/Budget Work Session of April 23, 2024.
  - b. Contract to Audit Accounts: Butler & Stowe has submitted their Contract to Audit Accounts for the Town of McAdenville for the year ending June 30, 2024, in the amount of \$27,180.00. Audit prep cost is \$22,400 and writing the Financial Statement is \$4,780. This is an increase of 4% from the previous year’s contract.
  - c. Amend Meeting Schedule: Set Special Meeting for the purpose of a budget work session for Monday, May 23, 2024 at 5:00 PM in the Town Hall conference room located at 163 Main Street, McAdenville.
  - c. Code of Ethics Policy: A formal policy outlining the standards of conduct for public officials and employees for the Town of McAdenville is being presented for adoption.
  - d. Public Hearing on the FY2024-25 Budget: A public hearing for the adoption of the Town of McAdenville Fiscal Year 2024-2025 Budget will be held on Tuesday, June 11, 2024 @ 6:00 PM in the Council Chamber of McAdenville Town Hall located at 163 Main Street.
- 4. TRAFFIC CALMING DISCUSSION:** Council Member Carrie Bailey is requesting a 3-way stop be added at the Church & Cedar Street intersection as a traffic calming measure. Discussion and board consideration requested.
- 5. POLICE DEPARTMENT REPORT:** A representative from the Cramerton Police Department will be present to report on police activity for the month of April and provide information on changes to the Police Service Agreement in fiscal year 2026.
- 6. LOWELL ELEMENTARY WATER PROJECT:** Chris Whelchel will present a resolution of support and interlocal agreement providing authorization for the City of Lowell to extend water service into McAdenville’s jurisdiction to exclusively serve Lowell Elementary.

7. **STAFF REPORT:** Lesley Dellinger will provide updates on town business & open projects and answer questions from the Town Council.
8. **OPPORTUNITY FOR PUBLIC COMMENT:** This is an opportunity for members of the public to present items of interest to the Mayor and Council. This is not a time to respond or take action. Any necessary action will be taken under advisement. Speakers are asked to come to the podium, state their name and address for the record, and limit comments to no more than five (5) minutes.
9. **COUNCIL GENERAL DISCUSSION:** This is an opportunity for the Mayor and Council to ask questions for clarification, provide information to staff, or place an item on a future agenda.

**ADJOURN**

**TOWN OF MCADENVILLE MINUTES**  
**APRIL 9, 2024**

The McAdenville Town Council met in regular session on Tuesday, April 9, 2024, at 6:00 PM in the Council Chambers of Town Hall located at 163 Main Street, McAdenville N.C.

**PRESENT:**

Mayor Jim Robinette; Mayor Pro-Tem Reid Washam, Council Members: Carrie Bailey, Jay McCosh, Greg Richardson, and Joe Rankin. Also in attendance: Attorney Chris Whelchel, Police Captain Harris, and Town Administrator/Clerk Lesley Dellinger.

**CALL TO ORDER:**

Mayor Robinette called the meeting to order at 6:00 PM and led in the Pledge of Allegiance. Pastor Walter Griggs, McAdenville Baptist Church, opened the meeting with prayer.

**ADJUSTMENT & APPROVAL OF AGENDA:**

The April Agenda was approved as submitted by motion of Carrie Bailey, second by Mayor Pro-Tem Washam and unanimous vote.

**CONSENT AGENDA:**

The items of the Consent Agenda were unanimously approved by motion of Jay McCosh, second by Greg Richardson and unanimous vote:

- a) **Approval of Minutes:** Council approved the regular meeting and closed session of March 12, 2024.
- b) **MAPS Group Contract:** Council approved the agreement with the MAPS Group for review and update of the Town's Personnel Policy. The cost of the agreement is \$5,000 and will be budgeted in FY2024-2025.
- c) **Budget Work Session:** A special meeting to work on the fiscal year 2024-25 budget was set for Tuesday, April 23, 2024, from 5:00-6:30 PM at Town Hall. This will be a non-voting work session.

**POLICE DEPARTMENT REPORT:**

Captain Harris attended the meeting as the CPD representative. He distributed the March CPD report to the board and offered to answer questions. Jay McCosh commented on the four (4) Traffic Crashes recorded in the March report, stating that it was a lot for such a small town. There was no additional discussion.

**STAFF REPORT:**

Town Administrator, Lesley Dellinger, reported on the following:

Old Business

- a) Water Service Extension and Deannexation inquiry by Mr. David Smith - A formal response was issued by the Attorney on April 3, 2024. A copy of the letter was provided to the Council for review.

- b) NCDOT truck route & weight limit resolution – Per Blake Guffey, Asst Division Maintenance Engineer, McAdenville’s resolution has been sent to the State Traffic Engineer for review and approval.

#### Water & Sewer

- a) Two Rivers has agreed to begin formal discussions with McAdenville to negotiate a water/sewer system merger. The first meeting is scheduled for May 2, 2024.
- b) ARPA Funded Waterline Extension to Lowell Elementary: Negotiations have resumed between Lowell and McAdenville allowing Lowell to extend water service into our jurisdiction as long as Lowell Elementary remains a public education facility. IF that ever ends, then the line will be capped, and service will return to McAdenville. Chris Whelchel is working with Lowell’s attorney on a Resolution and Interlocal Agreement for presentation to both Council’s for consideration at their May 14<sup>th</sup> meetings.

#### Parks & Recreation

Pier removal and installation of boardwalk on river trail section of the greenway. Quote received from Blue Ridge Trail Works. The estimate for removal and disposal of the damaged pier is \$4,000 - \$5,000 and new pier construction is \$24,500. At the March meeting Greg Richardson requested additional information on how the new pier would be anchored to the concrete and if the structure would be elevated to allow for waterflow underneath. Jay McCosh asked for alternate pricing on fiberglass or TREX materials.

Lesley Dellinger stated that Greg Richardson was looped into the email chain in which Scott Brown provided additional specs for how the boardwalk would be secured to the concrete and allow for water flow. The email discussion with Scott Brown detailing the additional specification was provided for Council review. Greg Richardson provided an overview of how the anchoring system would be installed and answered questions from the Board. Lesley Dellinger addressed the alternate materials question posed by Jay McCosh relaying that Scott Brown stated that the lumber used for anchoring the pier will be below ground contact treated and, in his opinion, using TREX or Fiberglass materials for the decking is not worth the additional cost since it would outlast the lumber used under it.

Following discussion, Mayor Pro-Tem Washam motioned to accept the Blue Ridge Trail Works proposal for removal and disposal of the damaged pier and new pier construction for \$29,500 contingent upon the wood decking material being covered under the 10-year warranty. The motion was seconded by Greg Richardson and passed unanimously.

#### **OPPORTUNITY FOR PUBLIC COMMENT:**

Betty Robinette, 260 Mockingbird Lane, stated that she was very upset about a recent accident on Mockingbird Lane in which no tickets were issued. The accident involved a truck with no tag which rolled over due to high-speed causing damage to both residential and town property. She added that the driver of the vehicle tried to leave the scene prior to the police arriving. She asked Captain Harris if he could provide a reason why no tickets were issued. Captain Harris responded that he did not have any information on the incident. Ms. Robinette stated that the speeding on

Mockingbird Lane is a constant problem and that the police are very rarely seen along the roadway. She asked what could be done by the CPD to slow the traffic down.

Joe Perrigo, 266 Mockingbird Lane, stated that he was addressing the board to ask for assistance with speeding along Mockingbird Lane. The street experiences a large amount of cut through traffic with traditional commuter times being the worst. He added that semitrucks frequent the road and feels that policing needs to be increased and more tickets issued. He asked that the Board work with the CPD to create a formal plan of action to address the speeding on Mockingbird Lane which includes the times and types of monitoring that will be used and detailed reporting of citations issued. On a separate issue he recommended the Board consider using aluminum decking for the greenway boardwalk.

**COUNCIL GENERAL DISCUSSION:**

Mayor Pro-Tem Washam stated that he was pleased that TRU had initiated formal discussion for a system merger, and he looks forward to participating on the McAdenville's stakeholders' team. He added that Senator Overcash had contacted him about the OSBM grant award paperwork because there had been issues with the formal email notifications of awards. The Town was impacted but the issue has been resolved and the acceptance paperwork has now been received by town staff. Lastly, he stated that the Belmont/Mt Holly loop which would build a new connection from South Point Road into Mt Holly was now included on the NCDOT TIP plan but was 30 years out for completion.

**ADJOURN:**

There being no further business to come before the board, the meeting adjourned at 6:26 PM upon motion of Joe Rankin, second by Carrie Bailey and unanimous vote.

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Jim Robinette, Mayor

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Lesley Dellinger, Town Clerk

**MCADENVILLE TOWN COUNCIL  
SPECIAL MEETING / BUDGET WORK SESSION  
APRIL 23, 2024**

The McAdenville Town Council met in Special Session on April 23, 2024 at 5:00 PM in the lower level of McAdenville Town Hall, 163 Main Street. Proper notice was given.

Members Present: Mayor Jim Robinette; Councilmembers: Carrie Bailey, Joe Rankin, Jay McCosh and Greg Richardson. Staff: Town Administrator/Clerk Lesley Dellinger. Mayor Pro-Tem Washam was absent.

Mayor Robinette called the meeting to order at 5:01 PM. He stated the purpose of the meeting was to receive an update on the transfer of the remaining ARPA funding and discuss General Fund revenues and expenditures in the FY2024-25 budget.

Lesley Dellinger provided an update on the remaining ARPA grant funding. She stated on June 14, 2022, the board amended the grant project ordinance for American Rescue Plan funding electing to take the standard allowance authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government service. Lesley stated that the required expenditures in salaries and benefits had been met for the \$214,483.38 in awarded funding and the final transfer of \$107,241.69 was made on March 29, 2024. The SLFRF Annual Compliance Report due April 30, 2024, will reflect the total expenditure of ARP/CSLFRF grant funding.

Discussion of the FY2025 budget began. Lesley provided a spreadsheet of the GF estimated revenues for the 2024-25 budget totaling \$1,300,000. Lesley added that the expected revenues would be adequate to support the current level of services provided by the town, the addition of a full-time and part-time position, along with approximately \$118K available for allocation to special projects. Council was asked to recommend projects for consideration in the upcoming budget. Greg Richardson requested a sidewalk study be commissioned focusing on improving the safety of the Wesleyan drive corridor. Greg would also like to see lighting added to the greenway parking lot. Jay McCosh recommended a formal action plan for speed enforcement on Mockingbird Lane and upgrading the exercise equipment at the greenway. Carrie Bailey felt a focus should be placed on traffic calming measure throughout the town along with repairing the sidewalks, curbing, and roads. Lesley thanked the board for their input and direction.

Staff requested available dates for the next budget workshops. Consensus was to set two workshops for May 9<sup>th</sup> and 23<sup>rd</sup> from 5:00-6:30 PM. The next workshop will focus on the Water/Sewer fund.

There being no further business to discuss the meeting was adjourned at 6:30 PM by motion of Joe Rankin, second by Carrie Bailey with unanimous vote.

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Jim Robinette, Mayor

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Lesley Dellinger, Town Clerk

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

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

and	Auditor Name Butler & Stowe
	Auditor Address Post Office Box 2379, Gastonia, North Carolina 28053-2379

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F (Uniform Guidance)* or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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

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

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

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

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

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

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

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



8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

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

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

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

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

18. Special provisions should be limited. Please list any special provisions in an attachment.

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

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

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

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

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

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

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

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

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

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

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

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

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

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

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

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

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

FEEES FOR AUDIT SERVICES

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

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

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

**Name:**  **Title and Unit / Company:**  **Email Address:**

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

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

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

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

<b>Primary Government Unit</b>	Town of McAdenville
Audit Fee (financial and compliance if applicable)	\$ 22,400.00
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$ 4,780.00
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

<b>Discretely Presented Component Unit</b>	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$</b>

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* Butler & Stowe	
Authorized Firm Representative (typed or printed)* Sheila O. Thornton, CPA	Signature* <i>Sheila O. Thornton, CPA</i>
Date* 5-7-2024	Email Address* sthornton@butlerstowe.com

**GOVERNMENTAL UNIT**

Governmental Unit* Town of McAdenville	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* Jim Robinette	Signature*
Date	Email Address* mayor@townofmcadenville.org

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

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

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

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

Sum Obligated by This Transaction:	\$
Primary Governmental Unit Finance Officer* (typed or printed) Lesley Dellinger	Signature*
Date of Pre-Audit Certificate*	Email Address* clerk@townofmcadenville.org

**SIGNATURE PAGE – DPCU**  
 (complete only if applicable)

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

**DPCU – PRE-AUDIT CERTIFICATE**

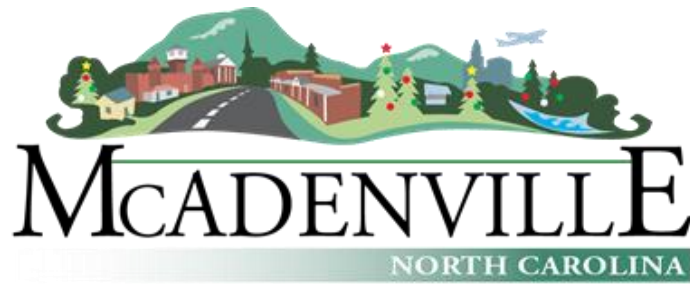
Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

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

**PRINT**



## CODE OF ETHICS POLICY

### **Standards of Conduct for Public Officials and Employees**

- (a) It is the obligation of every public official and employee to support the Constitution of the United States and the Constitution of the State of North Carolina. (Oath of office and COG Ord. 4-81)
- (b) The laws of the Nation, State and Municipality shall be impartially administered. No public official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen except by due process of law. (G.S. 160A-146)
- (c) Every citizen shall receive a fair and impartial hearing on any matter coming before the Town Council, its appointed agencies or any employee of the Town. No public official or employee shall make any promise or pledge to any person concerning any matter to be heard before a public official or employee except upon fair, impartial and final hearing thereof. (G.S. 4-1)
- (d) The conduct of public business shall be free of any hidden personal or financial interest of any public official or employee. No public officials or employees shall advocate in any public meeting or private discussion any matter in which they have a personal or financial interest except upon full and timely disclosure of the interest. (G.S. 14-234)
- (e) It is the obligation of every public official to faithfully discharge the duties of office. In the conduct of public business, no public official shall be excused from voting except on matters involving consideration of their own official conduct, or where their personal or financial interests are involved. Public officials shall make full and timely disclosure of any personal or financial interest which they have in any matter of public business to be transacted before them. (G.S. 160A-75)
- (f) .No director, officer, Town Council Member or staff member shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the staff member, officer, director,



- or Town Council Member; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an officer, director, or employee, or Town Council Member; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.
- (g) The conduct of public business shall be free of any influence arising from gifts, favors or special privileges. It is the obligation of every public official and employee to refuse personal gifts, favors or special privileges in every instance where such public official or employee reasonably believes such gift, favor or special privilege would not have been extended but for the position of such public official or employee, or where there exists a reasonable belief that the giver's interests are likely to be affected by the actions of the public official or employee, or where the gift is or may reasonably be considered to be designed to influence the actions of the public official or employee. No public officials or employees shall seek personal or financial advantage by means of their public office, appointment or employment. (G.S. 133-32)
  - (h) The use of public trust for private gain is inimical to good government. No public official or employee shall violate the provisions of North Carolina General Statutes Section 14-234. No public official or employee shall use confidential or advance information obtained by virtue of public office, appointment or employment for personal or financial advantage. (G.S. 14-234)
  - (i) It is the obligation of every public official and employee to carry out the lawful orders and policies of the Town Council. No public official or employee shall knowingly take any action inconsistent with the lawful orders or policies established by the Town Council. No public official or employee shall knowingly take any action which would be detrimental to the best interest of the Town.



**CRAMERTON POLICE DEPARTMENT**  
**MONTHLY REPORT: April, 2024**

**McADENVILLE CONTRACT**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
<b>ARREST TOTALS</b>	0	2	3	2									7
Adult	0	2	3	2									7
Juvenile	0	0	0	0									0
Felony	0	0	0	0									0
Misdemeanor	0	2	1	2									5
Traffic	0	0	1	0									1
<b>DWI ARRESTS</b>	0	0	0	0									0
<b>CALLS FOR SERVICE</b>	109	146	201	185									641
<b>CASE TOTALS</b>	2	3	3	3									11
Felony	0	1	1	0									2
Misdemeanor	2	1	1	3									7
Traffic	0	0	1	0									1
<b>DRUG INVESTIGATIONS</b>	0	0	0	1									1
<b>TRAFFIC CITATIONS</b>	4	12	4	2									22
License Vios.	2	3	1	1									7
Registration Vios.	1	3	2	1									7
Restraint Vios.	0	0	0	0									0
Speeding Vios.	1	4	1	0									6
Sign/Signal Vios.	0	0	0	0									0
Other Traffic	0	2	0	0									2
<b>TRAFFIC CRASHES</b>	2	0	3	0									5
Damage	2	0	3	0									5
Injury	0	0	0	0									0

**A RESOLUTION  
OF THE TOWN COUNCIL OF MCADENVILLE, NORTH CAROLINA,  
APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF  
LOWELL AND DIRECTING PERFORMANCE THEREOF**

---

**WHEREAS**, the Town of McAdenville, North Carolina (“Town”) is a duly and regularly created, organized and validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina;

**WHEREAS**, the Town has the power, pursuant to North Carolina General Statutes to (i) purchase and sell real and personal property and interests therein, and (ii) to enter into interlocal agreements with other jurisdictions for the purpose of furthering the interests of the Town;

**WHEREAS**, Lowell Elementary School (“School”) is situated on a parcel of real property containing 22.36 acres, more or less, with a listed address of 1500 Power Drive, Lowell, North Carolina 28098, and a Gaston County Parcel ID number of 216023 (hereinafter the “Property”), which Property is situated within the municipal limits of the Town; and

**WHEREAS**, as a result of age, materials of construction, and related circumstances and conditions, the waterline serving the School is and has been corroding, potentially causing water quality and water pressure to be compromised; and

**WHEREAS**, the Property is owned and operated by the Gaston County Board of Education which has entered into an agreement with the City of Lowell (“City”) whereby City will install a new waterline and related appurtenances to improve, repair or replace the waterline serving the School;

**WHEREAS**, the City now desires to have Town authorize City to serve the School with water services pursuant to an interlocal agreement attached hereto as Exhibit “A”; and

**WHEREAS**, it is in the best interest of the Town to enter into the proposed interlocal agreement with the City and the same is in proper form for execution.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MCADENVILLE, NORTH CAROLINA**, as follows:

*Section 1*      Ratification of Prior Actions. That all actions of the Town, the Town Manager, and other representatives of the Town relative to this matter are hereby approved, ratified and authorized.

*Section 2.* That the Town of McAdenville does hereby approve the interlocal agreement referenced above, the form and content of which are in all respects authorized, approved and confirmed, and the Town Manager is hereby authorized, empowered and directed to do all such acts to execute such documents and any related documents as may be necessary to carry out and comply with the intent and purpose of the said agreement.

*Section 3.* That the Town Manager is hereby designated as the Town's representative to act on behalf of the Town in connection with the transactions contemplated hereby and by the instruments referenced herein, and the Town Manager is further authorized and directed to execute and deliver for and on behalf of the Town, any and all additional certificates, documents, or other papers and to perform all other acts as may be required in order to implement and carry out the intent and purposes of this Resolution.

*Section 4.* That if any section, phrase or provisions of this Resolution is for any reason declared to be invalid, then such declaration shall not affect the validity of the remainder of the sections, phrases, or provisions of this Resolution which shall remain and continue in full force and effect.

*Section 5.* That this Resolution shall become effective immediately upon its adoption.

**ADOPTED THE 14<sup>TH</sup> DAY OF MAY 2024.**

**TOWN OF MCADENVILLE, NORTH CAROLINA**

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**Jim Robinette, Mayor**

**Attest:**

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**Lesley Dellinger, Town Clerk**

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

INTERLOCAL AGREEMENT FOR  
THE PROVISION OF WATER SERVICE TO LOWELL ELEMENTARY  
SCHOOL

THIS AGREEMENT shall be effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024 and is hereby made by and between the City of Lowell, a North Carolina municipal corporation, hereinafter referred to as “Lowell” or the “City” and the Town of McAdenville, also a North Carolina municipal corporation, hereinafter referred to as “McAdenville” or the “Town.” The Agreement provides as follows:

**WITNESSETH:**

WHEREAS, Lowell Elementary School is situated on a parcel of real property containing 22.36 acres, more or less, with a listed address of 1500 Power Drive, Lowell, North Carolina 28098, and a Gaston County Parcel ID number of 216023 (hereinafter the “Property”), which Property is situated within the municipal limits of the Town of McAdenville; and

WHEREAS, as a result of age, materials of construction, and related circumstances and conditions, the waterline serving Lowell Elementary School is and has been corroding, potentially causing water quality and water pressure to be compromised; and

WHEREAS, the Property and Lowell Elementary School are owned and/or operated by the Gaston County Board of Education; and

WHEREAS, Gaston County, as agent or on behalf of the Gaston County Board of Education, has been awarded Coronavirus State and Local Fiscal Recovery Fund Grant, as established in S.L. 2021-180 as part of the American Rescue Plan Act to provide funding for extension of a new waterline to serve Lowell Elementary School, and further desires to design and install a new waterline of approximately 420 LF of an 8-inch diameter line and related appurtenances to serve Lowell Elementary School. The County intends to run said new infrastructure along Saxony Drive, from the City or Lowell’s water main between Riverview Dr. and Beaunitt Rd. to Lowell Elementary School; and

WHEREAS, the City of Lowell through its Utilities Department has available water system capacity to support Lowell Elementary School’s critical water need; and

WHEREAS, Lowell and Gaston County have entered into a separate Interlocal Agreement relating to the costs of construction, dedication of the new waterline and related infrastructure, provision of water services, and the utility billing arrangements for such services provided to the Property and/or Lowell Elementary School; and

WHEREAS, the provision of water or other governmental services by a municipality to a property or customer within the jurisdictional limits of another municipality requires the consent or agreement of the municipality where the property or customer is situated; and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended, cities and towns are authorized to enter into interlocal cooperation undertakings with each other for the contractual exercise by one unit of local government for the other unit of local government of any power, function, public enterprise, right, privilege, or immunity of such local governments.

NOW, THEREFORE in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants and conditions hereinafter set forth, the parties hereto agree for themselves, their successors and assigns, as follows:

1. **Purpose:** The purpose of this Agreement is to set forth the terms and conditions under which Lowell will supply water to Lowell Elementary School, and to further provide for termination of services and/or for the ownership and disposition of the waterline in the event the property at 1500 Power Drive is no longer used for public educational purposes.
2. **Term:** The Term of this Agreement shall begin on the date it is entered into and continue indefinitely, unless or until the property at 1500 Power Drive is no longer used for public educational purposes, as provided further herein.
3. **Agreement with respect to water services:** Upon completion of the new waterline by Gaston County or its designated contractor, the parties agree that water services to Lowell Elementary shall be provided by the City of Lowell. The City shall have the right and the obligation to provide regular utility billing for the provision of such water services, and any and all payments for such water services shall be made to and retained by the City of Lowell, subject to any conditions provided for in the Interlocal Agreement with Gaston County.
4. **Operation and Maintenance:** Upon completion of construction and installation of the waterline, Lowell shall be solely responsible to operate, repair and maintain the line.
5. **Fees and costs:** The City of Lowell shall not be charged or assessed any fees or charges by the Town for the provision of water services to Lowell Elementary, or for maintaining or locating the waterline in the location constructed and installed, including but not limited to tap fees, system development fees, or other fees or charges. Similarly, the Town of McAdenville shall not be charged or assessed any fees or charges by the City for the provision of water services to Lowell Elementary.
6. **Indemnification.** To the fullest extent allowed by law, and so long as this Agreement remains in effect. Lowell shall indemnify and hold McAdenville harmless of and from any claims relating to or arising out of the provision of water to Lowell Elementary and for the costs of operating, maintaining, and repairing the waterline.

7. **Land Ownership:** This Agreement shall have no effect on the ownership of 1500 Power Drive, Lowell, North Carolina 28098, and a Gaston County Parcel ID number of 216023.
8. **Other governmental services:** Except for and other than the provision of water services as provided for by this Agreement, the Town of McAdenville shall retain jurisdiction and governmental authority over the property known as 1500 Power Drive, Lowell, North Carolina 28098, Gaston County Parcel ID 216023.
9. **Termination due to change in use:** In the event that the property known as 1500 Power Drive, Lowell, North Carolina 28098, Gaston County Parcel ID 216023 is no longer owned by the Gaston County Board of Education or is no longer used for public educational purposes, then the parties agree that Town of McAdenville may, at its sole election and discretion, terminate this Interlocal Agreement and thereafter supply and provide water to the Property. In the event the Town of McAdenville elects to terminate this Agreement as allowed by this paragraph, the City of Lowell shall shut off and cap the waterline. The City shall retain all ownership interests in the waterline and all easement rights allowing the line to remain as constructed and installed in its then-existing location. It is agreed that Lowell shall not be charged or assessed any fees or charges for maintaining the line in its then existing location and condition.
10. **No Joint Agency Established:** No joint agency is to be established as a result of the execution of this Interlocal Agreement, and each party shall manage its own personnel, respectively, as necessary for the execution of this undertaking.
11. **Duplicate Originals:** This Agreement shall be executed by the parties hereto in duplicate originals, each of which when executed shall constitute one and the same Agreement.
12. **Invalid Terms:** Should any one or more of the provisions contained in this Agreement be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby, and this Agreement shall otherwise remain in full force and effect. If any such provision is held to be invalid or unenforceable, then upon the request of either party, Lowell and McAdenville shall attempt in good faith to negotiate and agree upon a replacement provision.
13. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.
14. **Notices:** Any notices required or permitted in this Agreement, including address changes, shall be made in writing and shall be made either by mailing registered or certified mail, return receipt requested, and postage prepaid, to the other party at the address shown herein for that party or at such different address for that party, notice of which has been properly given hereunder, or by personally delivering such notice

to an officer or other party. The notice, if mailed as provided for herein, shall be deemed given on the day of receipt or refusal to accept receipt, and if personally delivered, on the date of delivery. The addresses are as follows:

TO THE CITY OF LOWELL:

NAME: Scott Attaway

ADDRESS: 101 W. First St.  
Lowell, NC 28098

TO THE TOWN OF McADENVILLE

NAME: Lesley Dellinger

ADDRESS: 163 Main Street  
McAdenville, NC 28101

15. **Entire Agreement; Amendment:** This instrument contains the entire Agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this Agreement shall be valid or binding. This Agreement may not be amended, enlarged, modified, or altered, except in writing signed by the parties and endorsed hereon.
16. **Amendment or Termination:** This Agreement may be amended or terminated only by an instrument in writing executed by all parties hereto.
17. **Remedies in the Event of Default:** In the event of Default by a party to this Agreement, the other party may exercise all legal and equitable remedies to which it is entitled.
18. **Waiver:** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
19. **Binding Nature and Assignment:** This Agreement shall bind the parties and their successors and permitted assigns. McAdenville may assign this Agreement to any successor owner or operator of its water and/or sewer system. Any other assignment attempted without the written consent of the other party shall be void.
20. **Governing Law and Jurisdiction:** North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceeding relating to this Agreement shall be brought in a court sitting in Gaston County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Gaston County, North Carolina.
21. **Dispute Resolution:** In addition to and prior to litigation, the parties shall endeavor to settle disputes first by negotiation between the parties, and, if negotiation is



unsuccessful, then by non-binding mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of repose or limitations.

22. **Titles of Sections:** The section headings inserted herein are for convenience only and are not intended to be used as an aid to interpretation and are not binding on the parties.
23. **No Doctrine of Construction Against the Drafter:** All parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted and reviewed by Counsel for all parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been duly executed as of the date set forth in the Preamble hereto.

**THE CITY OF LOWELL:**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**THE TOWN OF McADENVILLE:**

By: \_\_\_\_\_  
Jim Robinette  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Chris Welchel  
Town Attorney

## **STAFF REPORT FOR COUNCIL MEETING 5/14/2024**

**Presented by Lesley Dellinger, Town Administrator/Clerk**

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### **Old Business**

Superior Court in McAdenville was canceled due to power outages associated with the recent storm. A future date will be considered.

### **Water & Sewer**

Initial water/sewer system merger meeting was held on May 2, 2024 with TRU. Discussion topics were historic contracts for transfer of the system from Pharr Yarns, easement documentation, and current grant projects. The next meeting will be held on June 13, 2024.

The water/sewer billing piece with Black Mountain Software went live on May 1, 2024. Customers will see a new bill format with the 5/15 billing.

WithersRavenel has provided the following revised schedule for the Water Improvements & Water Rehabilitation grant projects:

<b>McAdenville Project Timelines</b>	
<b>Task</b>	<b>Date</b>
<b>SRP-D-ARP-0108</b>	
Resubmit to TRU	4/26/2024
Resubmit to Pharr	4/26/2024
Submit for Permitting	5/3/2024
Submit to State (NCDEQ)	5/10/2024
Advertise for Bid	9/15/2024
Construction Start	1/15/2025
Construction Finish	12/1/2025
<b>VUR-D-ARP-0099</b>	
Submit to TRU	5/29/2024
Submit to Pharr	5/29/2024
Submit for Permitting	6/14/2024
Submit to State (NCDEQ)	6/14/2024
Advertise for Bid	10/7/2024
Construction Start	2/1/2025
Construction Finish	12/1/2025
Recommended Deadline for Park Casing Installation	12/31/2024

### **Parks & Recreation**

Blue Ridge Trail Works has provided a tentative state date of the 3<sup>rd</sup> or 4<sup>th</sup> week of May 2024 for removal and replacement of the greenway boardwalk.

The CMAQ/CRP grant application was submitted on May 3<sup>rd</sup> to the GLCMPO for construction funding for McAdenville's section of the River Link Trail.