

Town of Boiling Springs

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AGENDA

TOWN OF BOILING SPRINGS BOARD OF COMMISSIONERS

December 6, 2011

7 p.m., Town Hall

1. *Call to Order – Max J. Hamrick, Mayor* -

2. *Approval of Minutes* 3
November 1, 2011 Regular Meeting

3. *Oath of Office*

4. *Recognition of Citizens Present*

5. *New Business* 6
 - **Fiscal Year 2010-2011 Financial Audit**
 - **Economic Infrastructure Grant Administration Documents**
 - **Cash Management Policy Amendment**

6. *Staff Reports* 24

7. *Commissioners' Reports/Comments* 27

8. *Mayor's Report/Comments* 27

It is the desire of the Board to allow all citizens an opportunity to speak and to conduct business in an open, professional, and productive manner. Persons not specifically listed on the agenda but wishing to speak must register with the Town Clerk prior to the start of the meeting. These persons will be recognized by the Mayor during the "Recognition of Citizens Present" portion of the meeting. A maximum of three (3) minutes will be allowed unless otherwise approved by a majority of the Board. Groups are urged to choose one spokesperson. If you require additional time, you may ask to be placed on the agenda for the next regularly scheduled meeting of the Board. This policy was adopted in an effort to allow the Board members adequate notice of business to come before it as well as time to familiarize themselves with an issue.



Town of Boiling Springs
Board of Commissioners
Regular Meeting Minutes
November 1, 2011



The Board of Commissioners of the Town of Boiling Springs met November 1, 2011 at the Boiling Springs Town Hall. Present were: Mayor Max J. Hamrick; Commissioners William Elliott, Darlene Gravett, James Beason, John Glenn, and Cliff Hamrick. Town Attorney John Schweppe, III was also present. Staff members present: Town Manager Zach Trogdon, Town Clerk Kimberly Greene, Finance Officer Rhonda Allen, and Public Works Director Mike Gibert.

Others Present: Teresa Spires and Paula Kempton with Isothermal Planning and Development Commission (IPDC), and Daniel Woodard, Ruby C. Hunt YMCA Senior Executive Director.

AGENDA ITEM I

Call to Order - Max J. Hamrick, Mayor

AGENDA ITEM II

Recognition of Citizens Present

AGENDA ITEM III

Approval of Minutes

Commissioner Gravett made the motion to approve minutes of the October 4, 2011 regular meeting as previously mailed. Commissioner Elliott seconded and the vote was unanimous.

(Commissioner Glenn joined the meeting)

AGENDA ITEM IV

New Business

Economic Infrastructure Grant Program Documents

Mayor Hamrick recognized Teresa Spires with the Isothermal Planning and Development Commission. Ms. Spires reviewed the documents required to proceed with the CDBG Grant for the B&W Fiberglass Sewer Project.

Commissioner Hamrick made the motion to approve the Community Development Block Grant (CDBG) Grant Application. Commissioner Beason seconded and the vote was unanimous. A copy of the Application is on file in the office of the Clerk.

Commissioner Gravett made the motion to approve the Resolution Authorizing Signatures for Requisition of CDBG Funds. Commissioner Glenn seconded and the vote was unanimous. A copy of the Resolution is on file in the office of the Clerk.

Commissioner Elliott made the motion to approve the Project Budget Ordinance. Commissioner Glenn seconded and the vote was unanimous. A copy of the Ordinance is on file in the office of the Clerk.

Resolution Approving Financing Terms - Solid Waste Vehicle

Mr. Trogdon reviewed the proposed financing terms for the purchase of a new solid waste collection vehicle through Branch Banking and Trust Company (BB&T).

Commissioner Hamrick made the motion to approve the Resolution Approving Financing Terms for the purchase of a solid waste vehicle with the following terms: \$141,116 financed at an annual interest rate of 1.88% for five years. Commissioner Gravett seconded and the vote was unanimous. A copy of the Resolution is on file in the office of the Clerk.

Budget Ordinance Amendment - Street Resurfacing

Mr. Trogdon reported since the adoption of a budget ordinance on June 28, 2011 which established revenues and authorized expenditures it has become necessary to make changes to the Town's budget to allocate funds for the resurfacing of the streets in the Highland Pines and Southglenn subdivisions and some sidewalk work at the new development at the intersection.

Budget Ordinance Amendment #111101.1



Section 1.	Revenues	
	Transfer from Powell Bill Reserve	<u>Increase</u> \$100,000
Section 2.	Expenditures	
	Contracted Services	<u>Increase</u> \$100,000

Commissioner Gravett made the motion to approve Budget Ordinance Amendment #111101.1. Commissioner Beason seconded and the vote was unanimous. A copy of the Ordinance is on file in the office of the Clerk.

Ruby Hunt YMCA Presentation

Mayor Hamrick recognized Mr. Daniel Woodard with the Ruby C. Hunt YMCA. Mr. Woodard's presentation included recent activities, challenges, goals, membership, and outreach programs. Commissioner Glenn expressed his concern over complaints that a recent Little League Baseball State Tournament was not held in Boiling Springs. Mayor Hamrick also inquired about the YMCA's plans for improving landscaping and maintenance of the Town recreation facilities.

AGENDA ITEM V

Staff Reports

Mike Gibert, Public Works Director, reported the following:

Town Hall offices will be closed Thursday, November 24, 2011 and Friday, November 25, 2011 in observance of the Thanksgiving Holiday. The garbage collection for Thursday, November 24, 2011 will be collected on Wednesday, November 23, 2011. The remainder of the week will be on schedule.

Rhonda Allen, Finance Officer, reported the following:

The 2000 Ford F-350 Dump truck and the 2001 Dodge Ram 1500 truck vehicles recently declared surplus were successfully auctioned on www.GovDeals.com.

Mrs. Allen reviewed the 1st quarter Fiscal Year 2011-12 financials and answered questions from the Board. No action was necessary.

Kimberly Greene, Town Clerk, reported the following:

The Board agreed that Mrs. Isabelle Stroud, Boiling Springs' oldest resident, be asked to serve as Grand Marshal for the Christmas Parade.

Zach Trogdon, Town Manager, reported the following:

Mr. Trogdon reported it was necessary to amend Capital Project Ordinance #110301.2 adopted on March 1, 2011 which established revenues and authorized expenditures for the purchase of a Lodal trash truck. The Ordinance would have funded the entire purchase out of Fund Balance, but the Town is going to finance a portion of the purchase. Commissioner Glenn made the motion to approve Project Ordinance Amendment #111101.2 amending the original Ordinance. Commissioner Hamrick seconded and the vote was unanimous. A copy of the Ordinance is on file in the office of the Clerk.

Project Ordinance Amendment #111101.2

Section 1.	Revenues	
	Proceeds from Financing	<u>Increase</u> \$141,116
	Transfer from General Fund Balance	<u>Decrease</u> \$141,116

Commissioner Elliott made the motion to recommend to the Cleveland County Board of Commissioners that Mr. Ed White be appointed as an ETJ member of the Planning and Zoning Board. Commissioner Beason seconded and the vote was unanimous.



Commissioner Hamrick made the motion to reappoint Commissioner Beason and Commissioner Glenn to another one-year term on the Boiling Springs Fire & Rescue Board of Directors. Commissioner Elliott seconded and the vote was unanimous.

The next CAGO meeting will be held on December 1, 2011 at 6:30 p.m.

Mr. Trogdon reported that residents need to be reminded that contractor landscape trimmings are not collected by the Town. This information will be added periodically to the utility bills.

AGENDA ITEM VI

Commissioner's Report/Comments

Commissioner Darlene Gravett reported on the following:

Requested the Library, located at the Ruby C. Hunt YMCA, submit a quarterly report to the Board.

Reported many citizens enjoyed the Centennial Celebration Street Festival being held on South Main Street and suggested Springs Alive also be held on a Town street.

Commissioner Gravett also inquired about moving forward on a new municipal building.

AGENDA ITEM VII

Mayor's Report/Comments

At the request of the Mayor, Mr. Trogdon updated the Board on the construction of the new CVS building. Mr. Trogdon and Mr. Gibert also discussed removal of the old ground water tank located at the elevated water tank site off North Main Street. Mr. Gibert reported inside maintenance work on the elevated water tank is scheduled for the spring of 2012.

There being no further business to come before the Board, Mayor Hamrick declared the meeting adjourned at 8:30 p.m.

Max J. Hamrick, Mayor

Kimberly Greene, Town Clerk

Meeting Date: December 6, 2011

Subject: New Business

- **Fiscal Year 2010-2011 Audit**

A representative from Darrell L. Keller and Associates will be in attendance to present the audit.

- **Economic Infrastructure Grant Administration Documents**

The enclosed Agreements are to formalize administration of the B&W Fiberglass economic development grants by Isothermal Planning and Development Commission. One agreement is for the Rural Center portion (p.7) and the other is for the CDBG portion (p. 11).

- **Cash Management Policy Amendment (p. 20)**

The Town needs to update its Cash Management Policy in order to be in compliance with GASB 54. The proposed amendment does not change the way we do anything in practice, but is simply documenting it.

Action Taken/Notes:

Agreement
Between Isothermal Planning and Development Commission
And the Town of Boiling Springs for the Provision of Grant Management Assistance
Rural Center Economic Infrastructure Fund project
to construct a sewer line to serve B & W Fiber Glass
December 6, 2011 – September 30, 2013

This Agreement, made this 6th day of December 2011 by and between the Isothermal Planning and Development Commission, hereafter called the COMMISSION and the Town of Boiling Springs, North Carolina, hereafter called the CONTRACTOR.

WHEREAS, the COMMISSION is empowered to provide planning assistance by the N.C. General Statutes. Planning assistance shall consist of the provision of grant management assistance regarding the B & W Fiber Glass sewer line project more fully described on Attachment A to this Agreement; and

WHEREAS, the CONTRACTOR has requested the COMMISSION to provide such grant management assistance to the CONTRACTOR; and

WHEREAS, the COMMISSION desires to cooperate with the CONTRACTOR in every way possible to the end that the proposed activities are carried out in an efficient and professional manner.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) That during the period of this Contract, the COMMISSION will furnish the necessary trained personnel approved by the CONTRACTOR. The personnel will charge the exact number of hours worked on behalf of the CONTRACTOR on his normal timesheet of the COMMISSION monthly at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, and indirect costs.
- 2) The CONTRACTOR will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the CONTRACTOR requests or approves travel related to the CONTRACTOR'S administration program, or if it is beneficial to both parties, the costs will be shared on an agreed upon ratio.
- 3) **Compensation**-The CONTRACTOR will pay the COMMISSION an amount not to exceed \$5,655 (Five thousand six hundred fifty-five) for the satisfactory performance of all services related to the administration of the project as defined in the attached Scope of Services. It is expressly understood that total compensation shall not exceed the maximum sum specified without the prior approval of both agencies.
- 4) **Time of Performance** -- The Commission shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning in October 2011 and ending in September 2013 or upon the official close out of the grant by the North Carolina Rural Center. Both parties recognize that this includes expenses incurred during the preparation of the application and prior to the execution of this contract.
- 5) **Interest of Members, Officers, or Employees of the Commission, Members of the Contractor, or other Public Officials** – No member, officer, or employee of the Commission, or it's agents; no member of the governing body of the locality in which the

program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure, or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The *Commission* shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

- 6) **Access to Records and Record Retainage** – All official project records and documents must be maintained during the operation of this project and for a period of five years following closeout, in compliance with 15 NCAC 13L Rule .0911, Record Keeping. The N. C. Department of Commerce, the US Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the *Commission* which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Record Keeping.
- 7) **Termination of Agreement for Cause** – If, through any cause, the *Commission* shall fail to fulfill in a timely manner it's obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the *Contractor* shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared under this Agreement shall, at the option of the *Contractor* become it's property, and the *Commission* shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.

In Witness Whereof, the *Commission* and the *Contractor* have executed this Agreement as of this the 6th day of December 2011.

For the Contractor
Town of Boiling Springs

For the Commission
Isothermal Planning
Development Commission

By: _____
Mayor

By: _____
Executive Director

Clerk

Grant Services Manager

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

Attachment A
Scope of Services – Town of Boiling Springs
Economic Development Project

Scope of Services / Staff Assignment

The Isothermal Planning and Development Commission will assign Paula Kempton and/or Teresa Spires, the responsibility of administering the “B & W Fiber Glass Sewer Project,” NC Rural Center Economic Infrastructure fund category for the Town. Ms. Kempton and/or Ms. Spires will supervise all activities related to administration of this project, including:

- Setting up and maintaining all project files and records in accordance with program and audit guidelines.
- Completing all requisitions for the draw down of funds.
- Preparing and submitting all required reports.
- Coordinating program activities with state and local officials.
- Conducting project closeout and representing the Town at audits and monitoring visits. This does not include payment of fees levied by auditors or accountants.

Town of Boiling Springs will be responsible for the following:

- Direct payment of Rural Center funds for general administration and project costs.
- All legal and audit fees.

Time of Performance

The Isothermal Planning and Development Commission proposes to complete all activities involved in administration of the B & W Fiber Glass Sewer Project, by September, 2013 or when closed out officially by the NC Rural Center. It is also understood that several activities have already been completed by the Commission with verbal approval from the Town of Boiling Springs. The cost of these services will be reimbursed as a part of this contract.

Cost

The Isothermal Planning and Development Commission will provide the above services for a fee not to exceed \$5,655. The budget is broken down as follows:

Salaries	3,000.00
Fringes	1,000.00
Indirect	1,350.00
Travel	255.00
Supplies/other	<u>50.00</u>
Total	5,655.00

Assurances

Assurances are attached as a part of the contract.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the *Contractor* and the *Commission*.

**Administration and Inter-local Agreement
Between Isothermal Planning and Development Commission
And Town of Boiling Springs for the
Provision of Grant Management Assistance
Community Development Block Grant ED
December 6, 2011– December 6, 2013
Original**

This Agreement, made this 6th day of December, 2011 by and between the Isothermal Planning and Development Commission, hereafter called the COMMISSION or IPDC and The Town of Boiling Springs, Cleveland County, North Carolina, hereafter called the CONTRACTOR.

WHEREAS, the COMMISSION is empowered to provide planning assistance by the N.C. General Statutes, and the requested planning assistance shall consist of the provision of grant management assistance regarding the Town of Boiling Springs CDBG ED Project more fully described on Attachment A to this Agreement; and

WHEREAS, the CONTRACTOR has requested the COMMISSION to provide such grant management assistance to the CONTRACTOR; and

WHEREAS, the COMMISSION desires to cooperate with the CONTRACTOR in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1) **Personnel** -- During the period of this Contract, the COMMISSION will furnish the necessary trained personnel approved by the CONTRACTOR. The personnel will charge the exact number of hours worked on behalf of the CONTRACTOR, as shown on the regular monthly timesheet of the COMMISSION, at a rate per hour for each of the personnel involved, which includes the salary, fringe benefits, and indirect costs.
- 2) **Expenses** -- The CONTRACTOR will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the CONTRACTOR requests or approves travel related to the COMMISSION'S administration program, or if it is beneficial to both parties, the costs will be shared on an agreed upon ratio.
- 3) **Compensation** -- The CONTRACTOR will pay the COMMISSION an amount not to exceed **\$ 22,000** (Twenty Two Thousand dollars) for the satisfactory performance of all services related to the administration of the Project as defined in the attached Scope of Services. It is expressly understood that total compensation shall not exceed the maximum sum specified without the prior approval of both agencies.
- 4) **Time of Performance** -- The COMMISSION shall ensure that all services required herein shall be completed and all required reports, maps, and documents

submitted during the period beginning December 6, 2011 and continuing through the completion and Public Hearing closeout of the Project.

5) Interest of Members, Officers, or Employees of the COMMISSION Members of the CONTRACTOR, or other Public Officials – No member, officer, or employee of the COMMISSION, or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure, or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The COMMISSION shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

6) Nondiscrimination Clause -- No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.

7) Age Discrimination Act of 1975, as amended – No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

8) Section 504, Rehabilitation Act of 1973, as amended – No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

9) Access to Records and Record Retainage – All official project records and documents must be maintained during the operation of this project and for a period of **five years** following closeout, in compliance with 15 NCAC 13L Rule .0911, Record Keeping. The N. C. Department of Commerce, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the COMMISSION which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions in compliance with 15 NCAC 13L Rule .0911, Record Keeping.

10) Termination of Agreement for Cause – If, through any cause, the COMMISSION shall fail to fulfill in a timely manner its obligations under this Agreement, or violate any of the covenants, conditions, or stipulations of this Agreement, the CONTRACTOR shall thereupon have the right to terminate this Agreement by giving written notice of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models,

photographs, and reports prepared under this Agreement shall, at the option of the CONTRACTOR become it's property, and the COMMISSION shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials in direct proportion to the extent of services actually completed.

11) **Grantee Assurances** - In the performance of this Agreement, the COMMISSION shall comply with all applicable Federal rules and procedures outlined on the attached pages as E. O. 11246 Clause and the Section 3 Clause (Attachments B and C), and the Lobbying Clause required by Section 1352, Title 31, U. S. Code.

12) **Legal Remedies Provision - As stated in 24 CFR Part 85.36**

Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

Examples of Legal Remedies could be liquidated damages, consequential damages, arbitration and others not listed.

13) **Administrative Clause - Reimbursement to DOC for Improper Expenditures**

The Grant Recipient holds the Administrative Organization responsible for reimbursement for any **improperly expended** funds that are returned to the Department of Commerce.

In Witness Whereof, the COMMISSION and the CONTRACTOR have executed this Agreement as of this the 6th day of December, 2011

For the CONTRACTOR
Town of Boiling Springs

For the COMMISSION
Isothermal Planning &
Development Commission

By: _____
Mayor, Max J. Hamrick

By: _____
Executive Director

Zach Trogdon, Town Manager

Grant Services Manager

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By: _____
Kim Greene, Town Clerk

Attachment A

Scope of Services - Cleveland County

CDBG Housing Rehabilitation Project

Scope of Services / Staff Assignment

The Isothermal Planning and Development Commission will assign Paula Kempton and Teresa Spires, Grant Services Manager the responsibility of administering the "CDBG ED Project" for The Town of Boiling Springs. Ms. Kempton and Ms. Spires will supervise all activities related to administration of this project, including:

- Set up and maintain all project files and records in accordance with program and audit guidelines.
- Complete all requisitions for the draw down of funds.
- Prepare and submit all required reports.
- Coordinate program activities with federal, state and local officials.
- Conduct project closeout and represent the Town of Boiling Springs at technical and monitoring visits with the Division of Community Assistance. This does not include payment of fees levied by auditors or accountants.

The Town of Boiling Springs will be responsible for the following:

- Adequate office space including utilities.
- Direct payment of CDBG funds for general administration and project costs.
- All legal and audit fees.
- All administrative costs not specifically identified as COMMISSION'S responsibilities.
- Advertising costs related to published notices concerning environmental assessments, RFP's and closeout public hearings.
- Lead responsibility in the implementation of required acquisition as identified in the approved application. This responsibility would include involvement of Town staff and the IPDC project administrator in following designated rules and regulations of the Uniform Acquisition and Relocation Policy. The IPDC staff would follow the directives of the designated Town of Boiling Springs staff in all aspects of the project element.

Time of Performance

The Isothermal Planning and Development Commission proposes to complete all activities involved in administration of Town of Boiling Springs CDBG ED in a 24-month period beginning December 6, 2011.

Cost

The Isothermal Planning and Development Commission will provide the above services for a fee. The budget is broken down as follows:

Salaries	9,700.00
Fringes	3,200.00
Indirect	4,465.00
Travel	450.00
Other/supplies	185.00
<u>Planning</u>	<u>4,000.00</u>
Total	\$22,000.00

Assurances

Assurances are attached as a part of the contract.

Amendments

This scope of services and budget may be amended as desired by mutual consent of the *CONTRACTOR* and the *COMMISSION*.

Attachment B

Assurances of Compliance

Executive Order 11246

During the performance of this Contract, the *Contractor* agrees as follows:

- 1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Contractor* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
- 3) The *Contractor* will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice advising the labor union or workers' representative of the *Contractor's* commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 6) In the event of the *Contractor's* noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 7) The *Contractor* will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, or regulations, or orders of the Secretary of Labor issued pursuant to Section 203 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the *Contractor* becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

Attachment C

Section 3 Clause

"Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities.

- a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The *Contractor* will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- d) The *Contractor* will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR, Part 135. The *Contractor* will not subcontract with any subcontractor where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part

135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors or assignees to those sanctions specified by the grant or loan agreement of contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR, Part 135.

Lobbying Clauses

Required by Section 1352, Title 31, U. S. Code

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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



Town of Boiling Springs

Cash Management Policy

- A. Cash Receipts –
- a. Cash receipts will be collected as expediently as reasonably possible to provide secure handling of incoming cash and to move these monies into interest bearing accounts and investments.
 - b. All incoming funds will be deposited daily as required by State law.
 - c. The Finance Officer is responsible for conducting at least two (2) random or risk based internal audits of cash per fiscal year.
- B. Cash Disbursements –
- a. The Town of Boiling Springs has a revenue spending policy that provides guidance for programs with multiple revenue sources. The Finance Officer will use resources in the following hierarchy: bond proceeds, federal funds, State funds, local non-Town funds, Town funds. For purposes of fund balance classification expenditures are to be spent from restricted fund balance first, followed in-order by committed fund balance, assigned fund balance and lastly unassigned fund balance. The Finance Officer has the authority to deviate from this policy if it is in the best interest of the Town.
 - ~~a~~.b. The Town's objective is to retain monies for investment for the longest appropriate period of time.
 - ~~b~~.c. Disbursements will be made timely in advance of or on the agreed upon contractual date of payment unless earlier payment provides greater economic benefit to the Town.
 - ~~c~~.d. Inventories and supplies will be maintained at minimally appropriate levels for operations in order to increase cash availability for investment purposes.
 - ~~d~~.e. Dual signatures are required for Town checks. Electronic signature of checks is approved.
- C. Cash Management Plan – A Cash Management Plan is to be reviewed by the Finance Officer at least every three (3) years. Objectives of this plan are to increase the amount of idle monies invested, generating non-tax revenues through increased investment earnings at the same time ensuring safety and liquidity of the Town's monies.

In addition to establishing this Cash Management Plan, the Finance Officer will implement internal controls designed to prevent losses of public funds, arising from fraud, employee error, misrepresentation of third parties, or imprudent actions by employees and officers of the Town. The Finance Officer will ensure, whenever possible, separation of duties for handling public funds and assets.

1. Cash Receipts - This section of the plan is designed to assist the Finance Officer in developing and implementing procedures for the receipts of moneys in order to expedite the movement of these monies into eligible investments while ensuring the safe handling of cash resources.
 - a. Deposits - The Finance Officer shall devise and implement a central depository system for the Town. This system shall include the creation of a cash concentration account and other accounts necessary and prudent to conduct Town business. The central depository shall be an interest bearing account. The official depository shall be approved by the Board of Commissioners of the Town of Boiling Springs.

Deposits shall be made daily in the official depository as per General Statute 159-32. Deposits made to the depository shall be reported to the Finance Officer.

Customers who have a payment returned for non-sufficient funds (NSF) will be sent a letter by first-class mail. The letters are to indicate an amount that must be paid by cash, money order, or certified check within five (5) business days of the postmark on the letter to avoid disconnection of service. The will also state that a fee has been charged for the returned check. Returned checks will not be redeposited.

The Town must use a third party to process credit card payments and is then charged a fee by the company for each bill charged. These service fees will be charged to customers who pay by credit card.

Adjustments for overpayments shall be made after the money is deposited. Refunds due to errors shall be made through the cash disbursement process. No official or employee of the Town shall have authority to cash a check payable to the town. No official or employee of the Town shall have the authority to open a bank account in the name of the Town or any of its departments using public funds. All funds shall follow the daily deposit guidelines.

- b. Billing - Utility meters shall be read on or about the 15th day of each month. Utility bills shall be mailed on the 25th day of each month and due the 10th day of the following month, giving customers a minimum period of two (2) weeks for payment. A late charge will be added on the 11th day of each month. Accounts not paid by the 20th day of the month will be cut off on the 21st day of the month and a reconnection fee must be paid before water will be cut back on. Restaurants will not have water disconnected due to health reasons but will be charged a delinquency fee. Should the due date fall on a weekend or holiday, the due date will be the next business day.

For a negotiated fee, Cleveland County is responsible for the billing and collection of property taxes. The county remits collections to the Town on a monthly basis. The governing body directs the county tax collector to advertise delinquent taxes on real property for failure to pay at the same time the county advertises.

- 2. Cash Disbursements - The objective of this section is to retain monies for investment until the agreed upon contractual date of payment unless early payment provides a benefit to the Town.
 - a. Accounts Payable - The Finance Officer shall appropriate and expend the Town's monies pursuant to General Statutes 159-28(b) to create the maximum amount of funds available for investment. The Finance Officer shall pay the obligation of the Town when due. Checks will be written on Thursdays for all bills due that week and received by Wednesday. The Town's purchase order system will be used for payments. All payments to one vendor will be consolidated.
 - b. Payroll - The Finance Officer shall prepare payroll biweekly. Pay periods end on Friday and timesheets are due on Monday at 10:00 am. Timesheets shall be signed by the employee and the supervisor. Payroll is paid by mandatory direct deposit and will be made available to employees by Wednesday. Wage and withholding statements will be provided to employees by Wednesday. No employee will be paid without proper documentation and budgetary authority. All mandatory garnishments will be subject to an additional \$2 processing fee. The Finance Officer will submit all payroll deductions to the

proper agencies and all payroll reports to the proper agencies in a timely manner.

3. Banking Relations - The objective of this section is designed to help the Finance Officer develop and implement procedures to create mutually beneficial banking relations with local financial institutions.
 - a. Analysis - The Finance Officer shall determine which financial institutions qualify to be the Town's depository based upon published reports and other procedures deemed appropriate.
 - b. Request for Proposal for Banking Services - Those financial institutions which are deemed to qualify to be the Town's depository shall receive an RFP. The RFP shall require information on what services can be provided to the Town and the cost associated with the services. RFP's shall be compared and selection of the official depository recommended to the Town Commissioners. The Town will maintain bank accounts necessary and prudent to conduct Town business. The Board of Commissioners will designate the Town's official depository.

The Finance Officer shall periodically receive bids from financial institutions desiring to invest Town monies in time deposits. As per the Town of Boiling Springs Investment Policy, the Town will only maintain deposits with institutions using the Pooling Method of collateralization.

Meeting Date: December 6, 2011
Subject: Staff Reports

Police

- E-Citation and CJLEADS

Public Works

- Solid Waste Collection for Christmas Holidays

Finance

- Draft Fund Balance Policy

Town Clerk

Town Attorney

Town Manager

**TOWN OF BOILING SPRINGS
FISCAL YEAR END FUND BALANCE POLICY
FOR THE GENERAL FUND**

**A RESOLUTION TO ESTABLISH A FISCAL YEAR FUND BALANCE POLICY
FOR THE GENERAL FUND.**

THAT WHEREAS, the Town of Boiling Springs believes that sound financial management principles require that sufficient funds be retained by the Town to provide a stable financial base at all times; and

WHEREAS, to retain this stable financial base, the Town needs to maintain a fund balance in the General Fund sufficient to fund all cash requirements of the Town, provide financial reserves for unanticipated expenditures and/or revenue shortfalls of an emergency nature, provide funds for all existing encumbrances; and

WHEREAS, the North Carolina Local Government Commission (NCLGC) has recommended that the unassigned fund balance should be a percentage of prior year expenditures to maintain fiscal responsibility under the Municipal Fiscal Control Act; and

WHEREAS, the NCLGC recommends this percentage should be no less than 8% of the prior year expenditures for any municipal government and further recommends that smaller units of government have an unassigned fund balance of significantly higher percentage in order to prevent cash flow difficulties and cover unforeseen needs or opportunities; and

WHEREAS, the Finance Officer shall prepare a report documenting the status of the unassigned fund balance to the Town Commissioners as part of the annual budget preparation;

NOW, THEREFORE, BE IT RESOLVED by the Town Commissioners of the Town of Boiling Springs, North Carolina, in regular session assembled this Xth day of XXXXXX, 201X, as follows:

When preparing the annual General Fund budget, the amount of appropriated fund balance should result in an anticipated ending unassigned fund balance of no less than the greater of 20% or the average unassigned general fund balance of the last three years of budgeted expenditures.

After the annual audit is completed, should the unassigned fund balance amount fall below the targeted level, the Commissioners will adopt a plan to restore the balance to the target level within 24 months. If restoration of the reserve cannot be accomplished within such period without severe hardship to the Town, then the Commissioners will establish a different time period.

THIS RESOLUTION passed and adopted this Xth day of XXXXX, 201X.

TOWN OF BOILING SPRINGS
TOWN COMMISSIONERS

By: _____
Max Hamrick, Mayor

Attest:

Kim Greene, Town Clerk

Meeting Date: December 6, 2011
Subject: Commissioners' Reports

Commissioner Gravett

Commissioner Elliott

Commissioner Beason

Commissioner Glenn

Commissioner C. Hamrick

Meeting Date: December 6, 2011
Subject: Mayor's Report