



Boiling Springs Town Council

Regular Meeting Agenda
October 03, 2023
6:30 PM



Town of Boiling Springs

PO Box 1014 | Boiling Springs, NC 28017
Phone 704-434-2357 | Fax 704-434-2358
www.BoilingSpringsNC.net

TOWN COUNCIL

MEETING AGENDA

October 03, 2023

ROUTINE BUSINESS

1. Call to Order
2. Adoption of Agenda
3. Public Comment
4. Gardner-Webb University Update

5. CONSENT AGENDA

September 5th Council Minutes

September 12th Special Meeting Minutes

Budget Amendment

Deputy Town Clerk Appointment

Bank Signature Card

Planning Board Appointments

Boiling Springs & NCLM's ARP Technical Services Program

PUBLIC HEARING

6. 436 EAST COLLEGE AVENUE ZONING MAP AMENDMENT

REGULAR BUSINESS

7. Hotel Feasibility Study

DISCUSSION ITEMS

8. State Budget Grant

9. Town Density Assessment

10. Christmas Parade Grand Marshal



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TOWN COUNCIL

MEETING AGENDA

October 03, 2023

REPORTS

[11.](#) Mayor, Council, & Manager Reports

12. Adjourn



CONSENT AGENDA

One motion to approve the consent agenda will approve the following items.

If Council wishes to remove an item, it can be pulled from the consent agenda and placed as the first item under new business.

SUMMARY

Council Meeting Minutes

Minutes from the September 5th regular and September 12th Council meetings.

Budget Amendment

GPOA# 231003.2 appropriates \$304,000 from ARPA funds to cover the remainder of the purchase cost of 101 and 103 N. Main St., with \$500,000 being financed.

Deputy Town Clerk Appointment

The included resolution will appoint Program Support Specialist Tracy Holland as Deputy Town Clerk. Mrs. Holland currently helps Town Clerk Noah Saldo with Clerk-related duties. Mrs. Holland has had previous clerk experience in other positions she has held. The last few people in Mrs. Holland's position were designated as Deputy Clerk. This will allow Mrs. Holland to continue to assist Mr. Saldo and carry out Clerk duties if Mr. Saldo is out of the office or on vacation.

Bank Signature Card

To cover in case of accident or illness, Staff requests someone else to be on the signature card with Bank OZK. Since the Foothills will not be here consistently, Staff recommends Public Works Director Mike Gibert on the signature card. State statute says that the governing board must designate the cosigner:

§ 159-25 (b) Except as otherwise provided by law, all checks or drafts on an official depository shall be signed by the finance officer or a properly designated deputy finance officer and countersigned by another official of the local government or public authority designated for this purpose by the governing board. If the board makes no other designation, the chairman of the board or chief executive officer of the local government or public authority shall countersign these checks and drafts. The governing board of a unit or authority may waive the requirements of this subsection if the board determines that the internal control procedures of the unit or authority will be satisfactory in the absence of dual signatures.



Mike has served as interim manager and has been on the signature card before, and he has agreed to be a cosigner.

Currently Finance Director Rhonda Allen and Town Clerk Noah Saldo co-signs all checks. When a permanent Town Manager is selected, they will be the primary co-signer.

Passage of the consent agenda will constitute the Council's approval of the designation of Mike Gibert as bank check cosigner.

Planning Board Appointments

When the original ordinance establishing the Board of Planning & Adjustment was enacted, it called for nine total members, with five members being within the town limits and four from the Extra Territorial Jurisdiction (ETJ). Staff believe that is a larger number than is necessary for a town of our size. Over the last several years, there have been seven planning board members consistently. The included Ordinance/Resolution would change the planning board size from nine to seven members, with six members from within the town limits and one from the ETJ. Over time, as members have resigned and new members have come on, the terms of members have come close together, with many member's terms expiring at the same time. The Ordinance/Resolution includes a provision establishing new terms for current members and appointing a new member, Fred DeBell. The last provision of the Ordinance/Resolution removes a provision of the ordinance that when the planning board is carrying out board of adjustment function, it had five members serve as seated members and the remaining members as alternates. Staff recommend allowing all seven board members to serve as seated members when the board is sitting as the board of adjustment.

Boiling Springs & NCLM's ARP Technical Services Program

The attached resolution and memorandum of understanding between the Town and the NC League of Municipalities. Authorizes the league to conduct a cybersecurity assessment for the Town at no cost to the Town.

MATERIALS PROVIDED

- **Consent Agenda Items**

**Town of Boiling Springs
Town Council
Regular Meeting Minutes
September 05, 2023**

ROUTINE BUSINESS

Call to Order

PRESENT

Mayor Daniel Thomas

Mayor Pro-Tem Patrick Litton
Councilmember Caleb Edwards
Councilmember Marty Thomas
Councilmember Tommy Greene

Town Manager Justin Longino
Town Clerk Noah Saldo
Police Chief Nathan Phillips
Finance Director Rhonda Allen
Public Works Director Mike Gibert
Program Support Specialist Tracy Holland
Town Planner Zachary Parker
Utility Billing/Collection Clerk Emily Shoppe

ABSENT

Councilmember Tonya Gantt

Mayor Thomas Called the meeting to order at 6:29 P.M.

Adoption of Agenda

Action: Upon a motion made by Councilmember Edwards and Seconded by Councilmember Greene, it was unanimously voted to Approve the agenda as presented.

Public Comment

Steve Padgett, Director of the Small Business Center, presented an update on the growth and success of the Small Business Center.

Gardner-Webb University Update

VP of Advancement, Nate Evans gave an update on upcoming Gardner-Webb events including:

- Students return to campus
- Football seasons starting
- Homecoming October 28th and the opening of the Brinkley Amphitheater

CONSENT AGENDA

Action: Upon a motion made by Councilmember Greene and Seconded by Councilmember Thomas, the following items were unanimously Approved:

- Council Meeting Minutes 8-1-2023
- Approval of Budget Amendments BA230905.1 and BA230905.2
- FY 22-23 Financials
- Sewer Use Ordinance #230905.02
- Selection of Techworks for the Downtown WiFi Implementation

REGULAR BUSINESS

Proclamation for Finance & Accounting Week

Mayor Thomas presented a proclamation to Finance Director Rhonda Allen in recognition of Finance & Accounting Week September 25-29, 2023.

PUBLIC HEARINGS

Annexation Petition for parcels 631, 632, 58893

Mayor Thomas opened the public hearing at 6:41P.M.

Town Planner Zachary Parker presented the rezoning request.

With no public comments, Mayor Thomas closed the public hearing at 6:42 p.m.

Action: Upon a motion made by Mayor Pro-Tem Litton and Seconded by Councilmember Greene, the council voted unanimously to Approve Ordinance #230905.01, granting the annexation.

Rezoning request 311 E College Ave from B-1 to B-2

Mayor Thomas opened the public hearing at 6:44 P.M.

Town Planner Parker presented the rezoning request.

With no public comments, Mayor Thomas closed the public hearing at 6:45P.M.

Action: Upon a motion made by Councilmember Edwards and Seconded by Councilmember Greene, Council voted unanimously to Approve the rezoning of parcel 637 from B1-B-2 as the rezoning is consistent with the Land Use Plan.

Rezoning Request 442 Gaffney Rd from B-1 to B-2

Mayor Thomas opened the public hearing at 6:46 P.M.

Town Planner Zachary Parker presented the rezoning request.

With no public comments, Mayor Thomas closed the public hearing at 6:48 P.M.

Action: Upon a motion made by Councilmember Greene and Seconded by Councilmember Thomas, Council voted unanimously to Approve the rezoning request of parcel 442 to B1-B2. Although the requested rezoning is not consistent with the Land Use Plan, it is consistent with the current commercial zoning designation of the parcel and the surrounding area.

REGULAR BUSINESS

Application for Financing of 101 and 103 N. Main St.

Town Manager Longino presented on the process to approve the financing and purchase of 101 & 103 N. Main St.

Action: Upon a motion made by Councilmember Thomas and Seconded by Councilmember Greene, Council voted unanimously to Approve Resolution #230905.01 and the Intent to Purchase Agreement.

Foothills Regional Commission Contract for Interim Manager and Manager Search Services

Town Manager Longino presented the proposed contract with Foothills Regional Commission for Executive Director Danna Stansbury to be the Interim Town Manager and to assist the Council in the search for a permanent town manager.

Action: Upon a motion made by Councilmember Greene and Seconded by Councilmember Edwards, Council voted unanimously to Approve the contract with Foothills Regional Commission for interim town manager services with Danna Stansbury appointed as Interim Town Manager effective September 8th at 5:00 P.M. and assistance in the town manager search.

REPORTS

Manager, Council, & Mayor Comments

Town Manager Longino-

- Wi-Fi installed at the Broad River Greenway

- Christmas parade grand marshal consideration
- Hotel Feasibility Study MOU at October meeting
- September 12th special meeting
- November meeting date conflicts with Election Day. Upon a Motion made by Councilmember Edwards and Seconded by Councilmember Greene, it was voted unanimously to reschedule the November Council meeting from November 5th to November 14th.

Councilmember Thomas-

- Thanks to Justin; will be greatly missed
- Rhonda thanks
- Excited to be a part of the town and what is happening; thanks to staff

Councilmember Edwards-

- Thanks to Justin and his hard work
- Thanks to Rhonda
- YMCA improvements in financials and membership
- YMCA revised contract
- YMCA has developed a smartphone app

Councilmember Litton-

- Thanks to Justin; best of luck
- Thanks Rhonda
- State budget

Councilmember Greene -

- Sympathy to Mayor on passing of his father
- Sorry to see Justin go; thankful for his hard work
- Thanks to Rhonda
- Glad to have Zach

Mayor Thomas

- Mayor Thomas presented Town Manager Longino with a Proclamation
- Thankful for support of his family

ADJOURN

Mayor Thomas declared the meeting adjourned at 7:11 P.M.

**Town of Boiling Springs
Town Council
Special Meeting Minutes
September 12, 2023**

ROUTINE BUSINESS

Call to Order

Mayor Thomas called the meeting to order at 6:30PM.

PRESENT

Mayor Daniel Thomas
Councilmember Caleb Edwards
Councilmember Marty Thomas
Mayor Pro-Tem Patrick Litton
Councilmember Tommy Greene
Councilmember Tonya Gantt

Interim Town Manager Danna Stansbury
Town Clerk Noah Saldo
Finance Director Rhonda Allen
Town Planner Zachary Parker
Town Attorney John Schweppe III

PUBLIC HEARING

Finance the Purchase of Property at 101 & 103 N. Main St., Shelby, NC, 28152

Mayor Thomas declared the public hearing open at 6:30 p.m.

Town Planner Zachary Parker gave a presentation on the Downtown Master Plan and streetscape project. Mr. Parker spoke on the Council's vision for the downtown area and the benefits of purchasing the property, including allowing Council to determine the future growth on the property. Mr. Parker provided a timeline of the post office's history and events that had happened over time.

Mr. Parker introduced the financing package provided by Bank OZK. The total purchase price for both properties is \$800,000, and the bank will provide financing of \$638,000 at a 7% interest rate for a 7-year term. The remainder of the purchase price would be paid using ARPA funds.

Finance Director Rhonda Allen spoke more in-depth regarding the financing portion.

Mayor Thomas asked for public comments.

Donna Mills, Postmaster of the Boiling Springs Post office located at 101 N. Main, spoke to the post office's desire to stay in their current location. She stated the lease would be up in 2025.

Laura England, the massage therapist who operates Statera Massage Therapy and Wellness Center, LLC, located at 103 N Main St., spoke about her desire to remain in the current location. She explained the business opened two years ago and she had invested significant funds into the building.

Council assured Postmaster Mills and Mrs. England it was the intention to maintain the post office and Statera for years to come. They spoke of the desire to influence the property during the streetscape without negatively affecting the post office and Statera.

Mayor Thomas declared the Public Hearing closed at 7:11 p.m.

The Council discussed the funding options from Bank OZK and using ARPA funds. The consensus of the Council was to purchase the property to control what happens on the property as it is a significant downtown location.

Action: Upon a motion by Councilmember Greene and Seconded by Councilmember Gantt, it was unanimously voted to authorize the bank financing from \$500,000-\$638,000 at a 7% Interest rate for a 7-year term. MOTION PASSED UNANIMOUSLY.

Upon a motion by Councilmember Greene and Seconded by Councilmember Gantt, it was unanimously voted to adjourn the meeting at 7:33 p.m.

**TOWN OF BOILING SPRINGS
CAPITAL PROJECT ORDINANCE AMENDMENT GPOA# 231003.2**

WHEREAS, the Town Council of the Town of Boiling Springs adopted a grant project ordinance on June 29, 2021 which established revenues and authorized expenditures for the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF); and

WHEREAS, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the grant project ordinance to reimburse salary expenses incurred during the grant period; and

WHEREAS, the reimbursed funds will be used as partial payment for 101 and 103 North Main Street;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Town Council of the Town of Boiling Springs that the grant project ordinance as adopted on June 29, 2021 be and is hereby amended as follows:

<u>Section 1.</u>	Revenues	
	Appropriation from Special Revenue Fund-ARP Grant	<u>Increase</u> <u>\$304,000</u>
 <u>Section 2.</u>	 Expenditures	
	General Fund Administration Capital Outlay	<u>Increase</u> <u>\$304,000</u>

This the 3rd day of October 2023.

Daniel Thomas, Mayor

ATTEST:

_ Noah Saldo, Town Clerk



THE TOWN OF
BOILING SPRINGS
NORTH CAROLINA

**TOWN OF BOILING SPRINGS, N.C.
RESOLUTION # 2309050.4**

NOW, THEREFORE, BE IT RESOLVED by the Boiling Springs Town Council that:

Tracy Holland is hereby appointed Deputy Town Clerk.

Adopted this 3rd day of October 2023

X

Daniel Thomas
Mayor

X

Noah Saldo
Town Clerk



THE TOWN OF
BOILING SPRINGS
NORTH CAROLINA

**TOWN OF BOILING SPRINGS, N.C.
ORDINANCE/RESOLUTION # 2309050.3
ORDINANCE & RESOLUTION REORGANIZING & APPOINTING OF
PLANNING AND ZONING BOARD OF ADJUSTMENT MEMBERS**

WHEREAS, the Town of Boiling Springs code of ordinances establishes the Board of Planning & Adjustment in section 151.170

WHEREAS, the ordinances creates nine members of the board with five from within the town limits and four from the Extra Territorial Jurisdiction (ETJ)

WHEREAS, Since the creation of the board, the large number of members is no longer needed for the size if the town, and,

WHEREAS, the ordinance establishes three year terms for members and since then the terms of appointment have not been staggered as intended; and,

WHEREAS, several members have rotated off and several members term has expired

WHEREAS, it is necessary to re-establish board seats and terms

NOW, THEREFORE, BE IT ORDAINED by the Boiling Springs Town Council that:

Section 151.170(A) of the code of ordinances is amended to read:

A Board of Planning and Adjustment is hereby established. Six members shall be residents of the town and shall be appointed by the Town Council. One member shall be a resident of the Extraterritorial Jurisdiction, who shall be appointed by the Cleveland County Board of Commissioners upon the recommendation of the Town Council.

BE IT FURTHER ORDAINED

Section 151.171 of the code of ordinances is hereby deleted.

NOW, THEREFORE, BE IT RESOLVED by the Boiling Springs Town Council that the following seats and appointments are made:

Seat 1- Frederick Jay DeBell, III for a term beginning on July 1st,2023 and expiring July 1st, 2026

Seat 2- Vacant for a term beginning on July 1st, 2023, and expiring July 1st 2025

Seat 3 -Thomas Bates for a term beginning July 1st, 2023 and expiring on July 1st, 2024

Seat 4- David Wacaster from the Extra Territorial Jurisdiction (ETJ) for a term beginning July 1st, 2021 and expiring on July 1st, 2024

Seat 5- Karma Harris for a term beginning July 12th, 2022 and expiring July 1st 2025

Seat 6-Bill Daves for a term beginning July 1st, 2023 and expiring July 1st,2026

Seat 7- Alan McWhirter for a term beginning July 1st, 2022 and expiring July 1st,2025



THE TOWN OF
BOILING SPRINGS
NORTH CAROLINA

Adopted this 3rd day of October,2023

X

Daniel Thomas
Mayor

X

Noah Saldo
Town Clerk

Frederick Jay DeBell, III
 210 Poston Circle, Shelby, NC 28152
 410-236-7117
fjdebelle@gmail.com

PROFESSIONAL EXPERIENCE:

Sears Holdings Corporation

(June 2008 – September 2017)

Commission Sales Associate, Home Improvement Department

- ◆ Responsible for day to day sale of Lawn and Garden Merchandise, Fitness Equipment, and Tools

Oakbrook Solutions

(June 2007 – May 2008)

Independent Contractor – Project Management

- ◆ Business Analyst, Global Technology & Operations, Bank of America
 - ◆ US Trust / Bank of America Private Wealth Management Transition
 - ◆ Business Needs Assessment, High Level Design, Testing, Implement of Client Facing Portfolio Management Presentation Tool

Sears Holdings Corporation

(November 2006 – May 2007)

Lead Sales Associate, Home Improvement Department

- ◆ Served as the assistant Home Improvement department manager reporting to the Assistant Store Manager for Home Improvement Departments
 - ◆ Responsible for Floor Stock Management
 - ◆ Responsible for Floor Merchandising Layout
 - ◆ Responsible for weekly staff scheduling

Commission Sales Associate, Home Improvement Department

- ◆ Responsible for day to day sale of Lawn and Garden Merchandise, Fitness Equipment, and Tools

Oakbrook Solutions

(March 2006 – June 2006)

Independent Contractor – Project Management

- ◆ Project Manager, Trust Conversion/transition, United Bank and Trust, Tecumseh, MI
 - ◆ Service Bureau Trust Operations environment to Out-Sourcing environment (Metavante to M & I Trust)
 - ◆ Coordinated Transition with M & I Project Manager
 - ◆ Trained Users on TrustDesk Applications
 - ◆ Wrote Processes
 - ◆ Re-built Account Models
 - ◆ Re-built Receipt and disbursement coding
 - ◆ Monthly reporting to Board of Directors – Trust Committee

Gail Weiss & Associates, Inc., Baltimore, MD (August 2005)

Vice President, Trust Company

PNC Advisors, PNC Bank, N.A., Washington, DC (May 2005 – July 2005) (Acquired Riggs Bank, May 2005)

Vice President, Trust Director Greater Washington Region

- ◆ Manager, Fiduciary Administration
 - ◆ Responsible for the Management of two Trust and Estate Administration offices
 - ◆ Responsible for the management of 20 employees (professional and support)
 - ◆ Performance Appraisals
 - ◆ Staff Development
- ◆ Chair, Administrative Review Committee

Riggs Bank, N.A., Washington, DC (2000-May 2005)

Group Vice President (2004-2005)

- ◆ Manager, Fiduciary Administration
 - ◆ Responsible for the Management of two Trust and Estate Administration offices, Trust Tax Department, and Trust Real Estate Department

- ◆ Responsible for the management of 25 employees (professional and support)
 - ◆ Performance Appraisals
 - ◆ Staff Development
- ◆ Chair, Administrative and Investment Review Committee
- ◆ Member, Fiduciary Oversight Committee

Vice President (2000-2003), Riggs and Co.

- ◆ Managing Director, Wealth Management Group
- ◆ Responsible for administrative management of approximately 150 relationships worth over \$250 million
- ◆ Responsible for investment management of approximately 50 relationships worth over \$25 million

Bank of America, N.A., Baltimore, MD (1983-1999)

Vice President (1995-1999), NationsBank, N.A.

- ◆ Business Analyst, Wealth Management Group
- ◆ Responsible for the development and implementation of Trust Administrative and Investment Training (NationsBank – Barnett Bank Acquisition) and (NationsBank – Bank of America Acquisition)
 - ◆ Project Manager for Trust Investment Transitions (NationsBank – Boatman’s Bank Acquisition)
- ◆ Trust Compliance Officer, Private Client Group

Assistant Vice President (1989-1995), Security Trust Company, N.A. a subsidiary of MNC Financial, Inc., acquired by NationsBank in 1993

- ◆ Transition Liaison (NationsBank – MNC Financial Acquisition)

Senior Trust Officer (1989), Maryland National Bank

- ◆ Trust Administrative and Investment systems implementation officer, Asset Management Department
- ◆ Manager Personal Trust, Funds Management Investment Management Group, Personal Trust Investment Management Department

Trust Officer (1986-1989), Maryland National Bank

Assistant Trust Officer (1983-1986), Maryland National Bank

- ◆ Personal Trust Administrative Officer, Personal Trust Department

SEI Corporation, Inc., Wayne, PA (1981 to 1983)

Manager, Portfolio Accounting, (1982-1983), SEI Financial Services, a subsidiary of SEI Corporation, Inc.

- ◆ Implemented and managed mutual fund portfolio accounting department.

Applications Analyst (1981-1983)

- ◆ Client service representative for Trust Accounting software provider.

Central National Bank of Cleveland, Cleveland, OH (1976 to 1981), currently KeyCorp, Cleveland, OH

Administrative Assistant (1979-1981)

- ◆ Assisted in the administration of Estates, Personal Trust and Investment Management Accounts

Capital Changes Clerk (1977-1979)

Vault Custodian (1976-1977)

EDUCATION:

Cleveland State University, Cleveland, OH
Post Graduate, Business Courses
Otterbein College, Westerville, OH
Bachelor of Arts, Major: Theatre

Certificate of Completion, NASD Series 7,
Registered Representative Training course
Ohio Bankers Association, Trust School, Ashland,
OH

AFFILIATIONS:

Former Affiliations:

St. Paul’s School for Girls, Brooklandville, MD
Treasurer, Parents Association

St. Paul’s School, Brooklandville, MD
Board Member, Parent Association

American Heart Association, Maryland Affiliate
Planned Giving Sub-committee, Board of Directors

Charles Village Recreation League, Baltimore, MD
Board Member

Grace and St. Peter’s School, Baltimore, MD
Member Finance Committee
Member Development Committee

Reservoir Hill Neighborhood Advisory Board
Treasurer and Board Member



**APPLICATION TO SERVE ON THE
BOARD OF PLANNING AND ADJUSTMENT
AS APPOINTED BY THE BOILING SPRINGS TOWN COUNCIL**

PERSONAL INFORMATION

Name Frederick Jay DeBell, III

Street Address 210 Poston Circle, Shelby, NC 28152

Mailing Address 210 Poston Circle, Shelby, NC 28152

Phone Number 410-236-7117 Email Address fjdebell@gmail.com

CHECK ONE ONLY

I certify that I am a resident of the Town of Boiling Springs and that I maintain a full-time residence within the Boiling Springs Town Limits.

I certify that I am a resident of the one-mile Extraterritorial Jurisdiction and maintain a full-time residence inside the boundary as it now exists.

Have you ever been convicted of any unlawful offense, other than a minor traffic violation?

Yes No

If yes, please explain _____

Education

High School Lakewood High , Lakewood, Ohio 44107 Class 1972

Vocational/Technical School _____

College/University Otterbein College, Westerville, Ohio, BA 1976

Training

List fields of work for which you have been Registered, Licensed or Certified _____

Mutual Fund Administration Management - NASD Series 7 License (Registered Rep.)

Employment Data

Current Employer Retired

Address _____ Phone Number _____

Job Title _____

Date Employed _____

Brief Description of Duties _____

ORGANIZATION MEMBERSHIP INFORMATION

Are you currently serving on other Boards, Commissions or Committees?

Yes No

If yes, please list Hospice of Cleveland County - Fund Raising Committee

Sons of the American Legion, Squadron 82 - 2nd Vice Commander

Have you served on a Board, Commission or Committee before?

Yes No

If yes, please list See Affiliations section on attached resume

Please list positions held and areas of special interest Various

Are you a former employee of Town of Boiling Springs? Yes No

If yes, please indicate: Department _____

By signing below, I certify that all the information above is correct.

Signature of Applicant F . J . D e B e l l , I I I

Date June 30, 2021

Board of Planning and Adjustment (3-Year Terms) meetings are held monthly at 5:30 p.m. on the 3rd Tuesday.

*Applicants will be considered in the order received. Consideration in filling seats will be given to geographic location of residence, work experience, educational background, willingness to serve, and ability to attend meetings on a regular basis. (Failure to attend three consecutive meetings or four meetings in any 12-month period shall be considered as a resignation).

Please return completed form to Kim Greene, Town Clerk at kim.greene@boilingspringsnc.net .

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

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

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

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

Adopted, this the _____ day of _____, 2023

TOWN/CITY OF BOILING SPRINGS

By: _____
(Name)
Mayor

ATTEST:

(Name)
Town Clerk

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

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

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

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

Article I. Overview.

1. Enabling Law and Regulation.

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

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

2. Grants Awarded to the NC League of Municipalities.

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

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

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

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

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

4. Services Offered.

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

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

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

5. Additional Services.

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

6. Term of Agreement.

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

7. Termination of Agreement.

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

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

8. Duties of the Municipality.

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

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

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

Article II. Scope of Funded Activities.

1. Scope of Services

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

2. Approved Budget.

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

3. Prior Approval for Changes.

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

4. Allowable Costs for Services Rendered.

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

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

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

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

5. Prohibited Uses of Funding.

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

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

Article III. Compensation.

1. Payment of Funds.

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

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

2. Invoices.

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

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

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

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

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

2. Conflicts of Interest; Gifts & Favors.

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

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

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

3. Records Retention and Access.

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

4. Suspension and Debarment.

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

5. Byrd Anti-Lobbying Amendment.

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

6. Publications.

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

7. Equal Opportunity and Other Relevant Federal Laws

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

Civil Rights Laws.

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

Fair Housing Laws.

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

Disability Protections.

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

Age Discrimination.

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

Americans with Disabilities Act.

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

Clean Air Act.

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

Federal Water Pollution Control Act.

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

Hatch Act.

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

Protections for Whistleblowers.

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

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

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

Governmentwide Requirements for Drug-Free Workplace.

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

Increasing Seat Belt Use in the United States.

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

Reducing Text Messaging While Driving.

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

Article V. Limitations of Liability**1. Limitations of Liability.**

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

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

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

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

Article VI. General Conditions.

2. Venue and Jurisdiction.

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

3. Nonwaiver.

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

4. Limitation of Authority.

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

5. Assignment.

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

6. Integration.

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

7. North Carolina Public Records Law

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

8. E-Verify

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

9. Iran Divestment Act

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

10. Companies Boycotting Israel Divestment Act

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

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

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

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF BOILING SPRINGS**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

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

1. Cyber Security Assessment

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

2. IT Evaluation

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

3. Hardware and Software Acquisition

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

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

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

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

4. Hardware and Software Installation

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

5. Finance Evaluation and Assistance During Implementation

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

6. Ongoing Cyber Security Consulting

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

7. Accounting Assistance Efforts

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

8. Communication Services

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

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; and (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality.

7. Duties of the League Related to Data Security

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



436 EAST COLLEGE AVENUE ZONING MAP AMENDMENT

Requested Action: Motion to approve the Zoning Map Amendment to reflect that parcels 629 & 634 should be changed from R-15 to a new R-10C Conditional District and that parcels 631, 632, & 58893 should be changed from R-20 to the same new R-10C Conditional District.

- If recommended, a statement of consistency is needed. For example:
 - o *“This request is inconsistent with the future land use map which shows this area being Institutional. However, this area is already heavily residential, and this potential development is consistent and reasonable with the present use of surrounding parcels. There is also a great community benefit to the development of this area.”*

SUMMARY

This property was annexed at the September meeting of the Boiling Springs Town Council. There is a potential developer interested in the property, but the developer wants to use a higher-density than what is allowed in R-20. Any specific development details will be relayed to the Planning Board and Town Council by way of a Subdivision application. The Zoning Map Amendment was approved and recommended to the Council by the Town Planning Board.

This request is inconsistent with the Land Use Plan, though the majority of the area was just recently annexed into the Town Limits. For specific guidelines of this district, please refer to the R-10C Conditional Use Agreement.

MATERIALS PROVIDED

- **436 East College Avenue Zoning Map Amendment Application**
- **436 East College Avenue Maps**
- **R-10C Conditional Use Agreement**

Zoning Map Amendment Petition

09/13/2023 10:02 AM (EDT)



Item 1.



THE TOWN OF
BOILING SPRINGS
NORTH CAROLINA

Zoning Map Amendment Petition

General Information

This form is used to request a change to the zoning classification of a particular parcel on the Town's official Zoning Map. This process is often referred to as a rezoning. An alternative name of this form is Parcel Map Rezoning Petition. A consultation with planning and zoning staff is recommended prior to submitting this process.

Subject Property

Physical Address 436 E College Avenue

Land Area 22.8 acres

Parcel Number* 629, 631, 632, 634, 58893

Parcel Number can be found online on here: <https://www.webgis.net/nc/cleveland/>. Enter your address into the search bar to find your parcel number.

PIN 2505869005, 2505859322, 2505848670, 2505845949, 2505848413,

Tax Map BS7

Block 2

Lot 8, 11, 12, 14, 22

Deed Book 1745

Page 997

Property Owner(s) Harlan Edwards, Jr Heirs c/o Chris Edwards

Owner Mailing Address 159 Oak Pointe Drive, Cherryville, NC 28021

Owner Telephone 704-692-1633

Owner Email chris.edwards@ncfbins.com

Applicant Name Chris Edwards

Applicant Mailing Address 159 Oak Pointe Drive, Cherryville, NC 28021

Applicant Telephone 704-692-1633

Item 1.

Applicant Email chris.edwards@ncfbins.com

Applicant Relation to Property Owner

Zoning Map Amendment Requested

Current Zoning Classification R15 and R20

Current Classification on Future Land Use Map Low Density Residential

Requested Classification on Zoning Map R-10 Conditional District-Single Family Detached

Owner/Applicant Signatures

I hereby certify that the information on this application is true and correct. I will adhere to the conditions, comments, and restrictions, provided of this application's review. Petitions not made by or on behalf of the property owner require owner notification in accordance with state law.

Owner Signature



Print Name Chris Edwards

Date 09/13/2023

Applicant Signature



Print Applicant Name Chris Edwards

Date 09/13/2023

Item 1.

E COLLEGE AV

LYMAN ST

40



R15

O & CS

Item 1.

E COLLEGE AV

B-2

B-2

R15

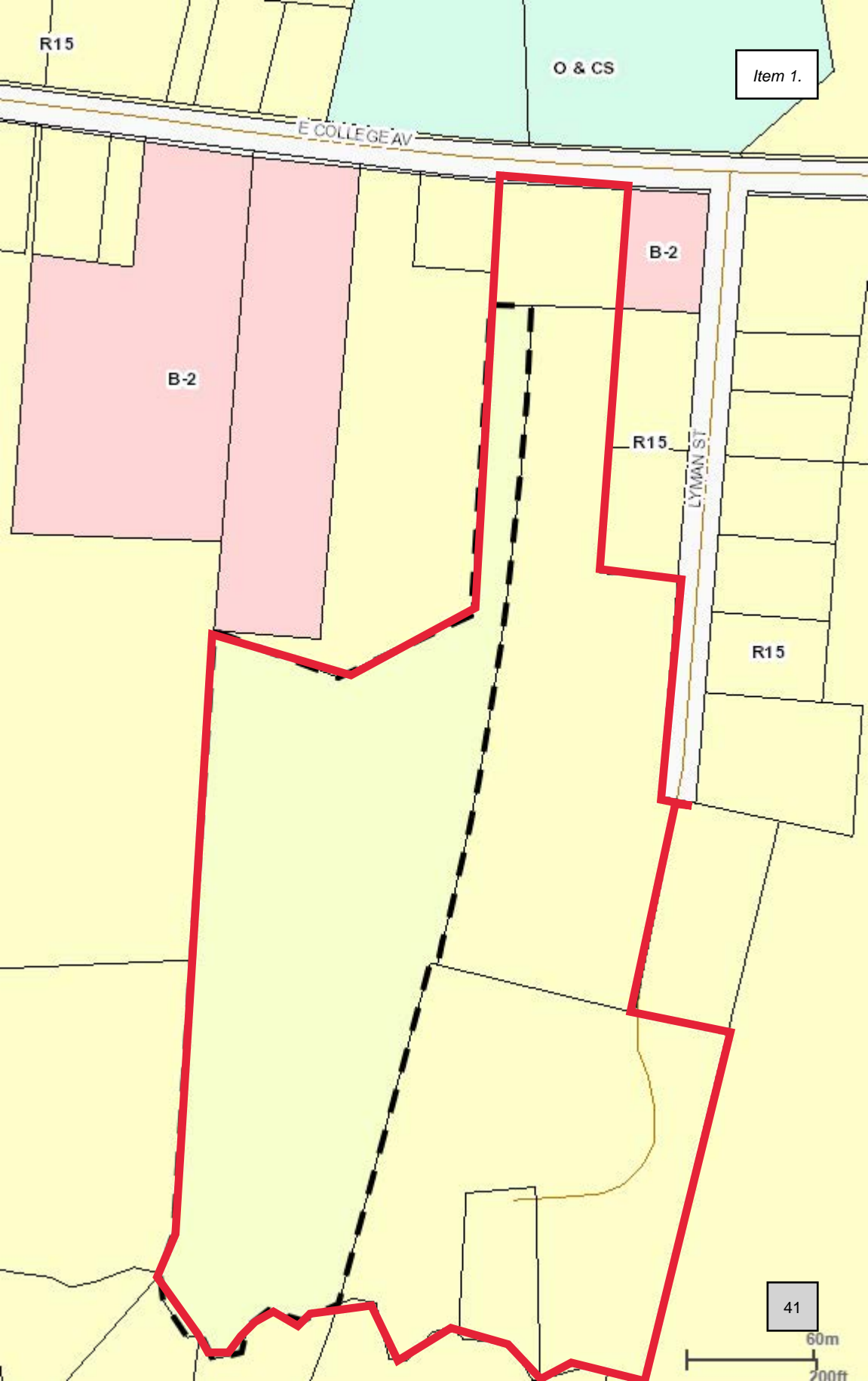
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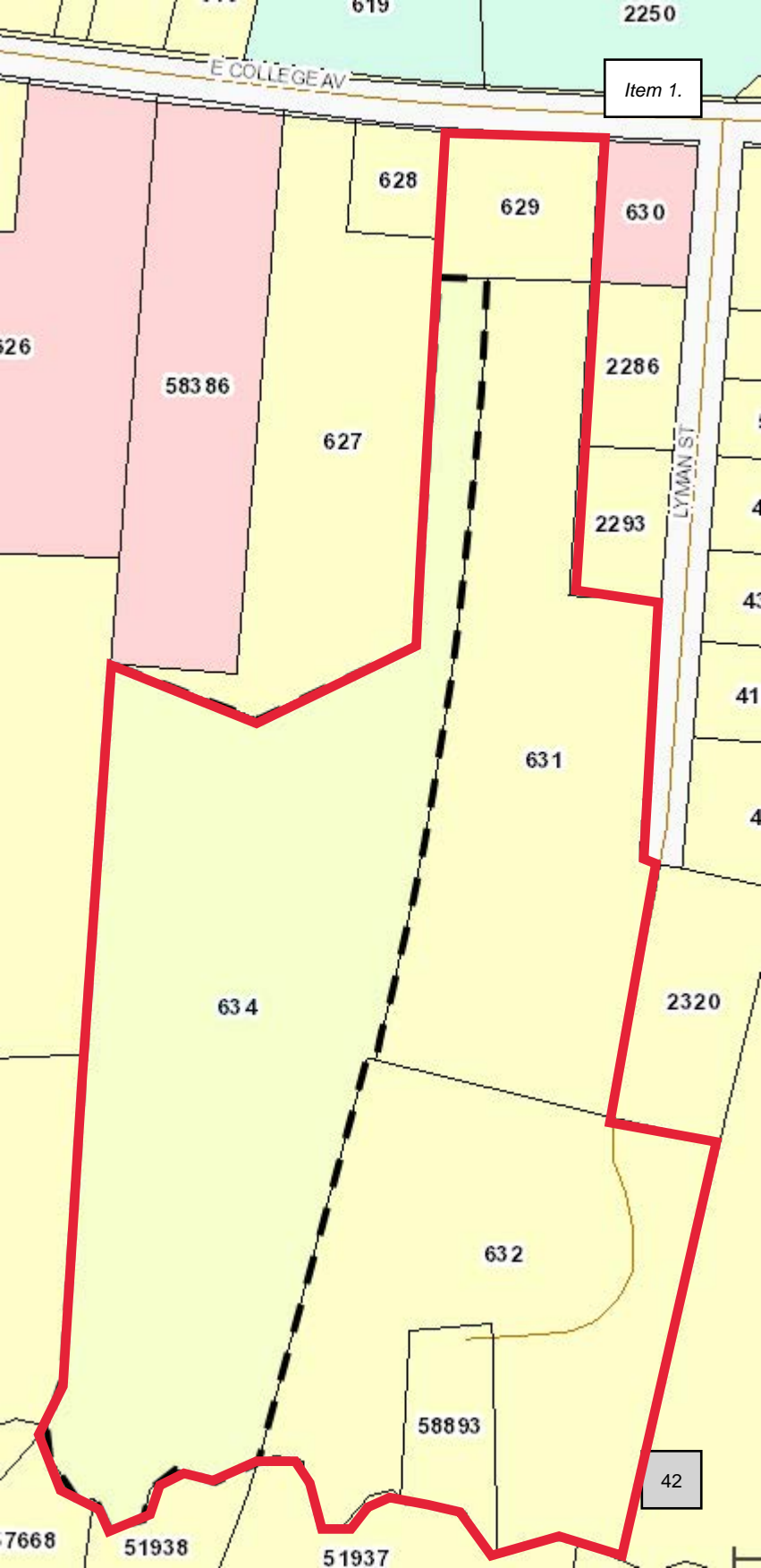
R15

41

60m

200ft







THE TOWN OF
BOILING SPRINGS
NORTH CAROLINA

Date: 09/20/2023

To: The Mayor and Town Council of the Town of Boiling Springs

From: Alan McWhirter
Planning Board Chairman, Town of Boiling Springs

Re: Zoning Recommendation for Parcels 629, 631, 632, 634, and 58893

Dear Mayor and members of the Town Council,

I am writing to inform you of the Planning Board's unanimous decision to recommend that the above-mentioned parcels be rezoned from R-15 and R-20, as applicable, to R-10 and for the Town Council to create a conditional zoning district for these parcels. The Planning Board approved this zoning map amendment with the conditions outlined in the "R-10C Conditional Zoning Agreement—346 East College Avenue" document which is attached to this letter.

The Planning Board found that this would be inconsistent with our future land use map, but we felt like the public benefit of this project outweighed the need for plan conformity. The area in question was also not part of the Town's corporate limits when the land use plan was approved. This sentiment is encapsulated by the following statement that the Planning Board adopted:

"This request is inconsistent with the future land use map which shows this area being Institutional. However, this area is already heavily residential, and this potential development is consistent and reasonable with the present use of surrounding parcels. There is also a great community benefit to the development of this area."

Sincerely,

Alan McWhirter
Chairman, Boiling Springs Planning Board

Enclosures:
R-10C Conditional Zoning Agreement--346 East College Avenue

CC:
Zachary Parker, Town Planner



346 East College Avenue Conditional Zoning Document

The terms below were mutually agreed upon by The Town of Boiling Springs, the property owner, and the developer. The terms are therefore binding for any and all development on the property at 346 East College Avenue, Parcel numbers 629, 631, 632, 634, and 58893, tax pin numbers 2505869005, 2505859322, 2505848670, 2505845949, 2505848413.

Terms of Agreement

- The conditional district is established to limit development to only single-family detached dwellings.
- Any development on the area will be required to ‘tap into’ the existing Town-owned sewer and water lines.
- Any development shall have curb, gutter, and sidewalks as outline in Town Ordinance Article 9.4.
- Any development which adds streets shall be in compliance with Town Ordinance Article 9.4.
- When development is completed, the Town expects that all streets will be publicly dedicated.
- The developer has agreed to place a connector path from the developed property to the Ruby C. Hunt YMCA, subject to easements and all other instruments as necessary.
- The developer will provide an easement to the Town of Boiling Springs for greenway connectivity.
- The developer will provide a dedicated community amenity gathering space.
- The setbacks for the Conditional District are as follows:
 - Front: 10 feet
 - Side: 5 feet
 - Side (Corner): 10 Feet
 - Rear: 10 Feet

Signatories

Property Owners:

Brian Edwards

Jennifer Henderson

Chris Edwards



THE TOWN OF
BOILING SPRINGS
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Developer:

Todd Doupona

Town of Boiling Springs Staff:

Zachary Parker, Town Planner

Mike Gibert, Public Works Director

Alan McWhirter, Planning Board Chairperson

Daniel Thomas, Mayor

Clerk Certification

I, Noah Saldo, Clerk for the Town of Boiling Springs, hereby certify that this agreement has been approved by the Boiling Springs Board of Planning and Adjustment on September 19, 2023, and by the Boiling Springs Town Council on October 3, 2023. A copy of this agreement will be kept on file with the Town Unified Development Ordinance.

Noah Saldo, Town Clerk

Town Seal



Hotel Feasibility Study Memorandum of Understanding

Requested Action: Motion to approve the Hotel Feasibility Study Memorandum of Understanding, as written.

Other Options: (1) No motion—the MOU dies for lack of a motion; (2) Motion to not approve the MOU; (3) Motion to table the MOU until _____ [DATE] _____.

SUMMARY

Town staff, in coordination with Gardner-Webb University, the Boiling Springs Tourism Development Authority, Cleveland County, and the Cleveland County Economic Development Partnership, have held a series of conversations regarding the feasibility of a new hotel in Town. This study, outlined in the MOU, will allow a company to examine the real estate market of Boiling Springs to decide the type of hotel that we could recruit. Our first priority is protecting the AmericInn; this study will ensure that the AmericInn and the potential hotel would not cannibalize one another. This type of study is often a prerequisite to constructing new hotels.

MATERIALS PROVIDED

- Hotel Feasibility Study Memorandum of Understanding
- Budget Amendment “BA 231003”

MEMORANDUM OF UNDERSTANDING BETWEEN
THE TOWN OF BOILING SPRINGS, NORTH CAROLINA
AND
THE TOWN OF BOILING SPRINGS TOURISM DEVELOPMENT AUTHORITY
AND
CLEVELAND COUNTY, NORTH CAROLINA
AND
GARDNER-WEBB UNIVERSITY

THIS MEMORANDUM OF UNDERSTANDING (hereinafter “Memorandum”) made and entered into this 8th day of October, 2023, by and between **the Town of Boiling Springs (“Town”)**, a North Carolina municipal corporation, **the Boiling Springs Tourism Development Authority (“TDA”)**, a discretely presented component unit of the Town, **the County of Cleveland North Carolina (“County”)**, a North Carolina County government, and **Gardner-Webb University (“University”)**, a private university, recognizes the mutual advantage of the creation of a coordinated effort to support the Town, TDA, County and University goals and to state their intention to cooperate in accordance with the below-stated objectives.

I. OVERVIEW

Each party wishes to promote economic development and business recruitment in Boiling Springs and Cleveland County. As such, each party wishes to participate in a Hotel Feasibility Study, which will help the Town determine if an additional hotel could be supported without adversely impacting the existing area hotel. The study will be conducted by **Core Distinction Group (“Firm”)**, an Oshkosh, WI corporation; the details of which are attached hereto as “Exhibit A.”

II. RESPONSIBILITIES OF EACH PARTY

- A. Sharing of Costs.** Each party will contribute to the cost of the training as described below:
1. The Town will contribute twenty (20) percent of the cost.
 2. The TDA will contribute twenty (20) percent of the cost.
 3. The University will contribute twenty (20) percent of the cost.
 4. The County will contribute forty (40) percent of the cost.
- B.** The Town will serve as the point of contact with the Firm.

III. PROCESS FOR SHARING OF COSTS

- A.** The Town will receive invoices from the Firm and, upon approval, pay such invoices.
- B.** After paying an invoice to the Firm, the Town will send the invoice, Town approval, and evidence of payment to the TDA, the University, and County for reimbursement.
- C.** Upon receipt of such reimbursement request, the TDA, the University, and County shall pay to the Town their portion of the expenses as outlined in Section II above.

IV. MISCELLANEOUS

A. Amendments. This MOU may be amended by written consent of all parties, and all amendments shall be attached to this MOU.

IN WITNESS WHEREOF, the Parties to this non-binding Memorandum of Understanding have affixed their signatures:

FOR THE TOWN OF BOILING SPRINGS:

FOR CLEVELAND COUNTY:

Danna Stansbury, Town Manager
Town of Boiling Springs

David Cotton, County Manager
Cleveland County

I certify that this instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act:

I certify that this instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act:

Rhonda W. Allen, CPA
Finance Director

Sherri Geer
Finance Officer

FOR THE BOILING SPRINGS TOURISM DEVELOPMENT AUTHORITY:

FOR GARDNER-WEBB UNIVERSITY:

Kim Duren
Board President

William M. Downs, President
Gardner-Webb University

Approved as to form and content:

John Schweppe, III
Boiling Springs Town Attorney

EXHIBIT A

Scope of work, pricing, and reference details are provided on the subsequent pages.

DRAFT

SCOPE OF WORK



Core Distinction Group takes immense pride in the work we do. Throughout each phase of our projects we communicate with our clients regularly. This ensures everyone involved in the project is up-to-date on the progress. We also keep a very tight timeline on our projects. Each phase is well thoughtout and followed consistently. The objective of our studies are to identify and determine the need for lodging in the community, the loss of lodging to the area due to lack of quality or amount of lodging, as well as determine if there is enough need to justify a new hotel. A new hotel that makes good business sense. Below you will find each part and its timing in the process:

KICKOFF MEETING, RESEARCH & COMMUNITY OUTREACH

This phase involves speaking with community leaders to compile a list of potential demand generators in the local and regional community. Research and Community Outreach is conducted within the first one to two weeks following receipt of the retainer.

SITE VISIT & COMMUNITY INTERVIEWS

This phase involves an in-depth local tour given by community leaders to help Core Distinction understand said community and need for lodging. The tour also includes a detailed analysis of potential sites for the project.

DEMAND GENERATOR INTERVIEWS

This phase involves conducting online and phone interviews with potential demand generators gathered during the Research and Community Outreach of the study process. This phase will take place in the first two weeks of the study process. In some cases, interviews are done during visit as well.

DATA COMPILATION

This phase of the process involves compiling all the data gathered during our visit to gain the overall picture of what is needed for the community. This phase is conducted in the two weeks following our community visit completion.

***DATA RECEIVING & REPORTING**

Once all the demand generator information is gathered, Core Distinction Group begins pulling industry data for target market as well as industry trends to help us gain a better understanding of the local and regional opportunity areas.

COST GATHERING

This involves all things cost. Core Distinction Group gathers actual cost for the development, construction, financing, taxes, and all other ongoing costs associated with the specific project.

PROJECT PRO FORMA

Immediately following Development and Operational Cost Gathering, Core Distinction Group will construct a project, brand, market, and scale specific Pro Forma that is bank, investor, brand and developer friendly.

DRAFT COMPLETION/SUBMITTAL

After Core Distinction has conducted all previous phases, we complete a draft of the study and financial pro forma and submit it for review by the contracted entity. Changes to the study may be made at this point but are limited to spelling and grammar updates.

FINAL












After all requested changes are made and final payment is received, Core Distinction Group will submit a final draft of the Hotel Market Feasibility Study and Brand Specific Pro Forma to the community for distribution.

*If at this point, Core Distinction Group does not feel there is enough need for lodging to merit the costs of a new build hotel, we will stop the process, communicate the community and offer alternative options for accommodations. If this happens, the contracted entity is not responsible for the remaining study costs highlighted (Cost) and will receive a report indicating the reasoning behind the decision.

ALL-INCLUSIVE PRICING

The cost to complete your community's Comprehensive Hotel Market Feasibility Study would be \$15,000. This fee is all-inclusive and will give you every tool you would need to bring a hotel to your community. Once your organization has decided to move forward in hiring Core Distinction Group, LLC to conduct your study, we will require a signed contract and 50% (\$7,500) non-refundable retainer. The remaining 50% (\$7,500) will be required prior to your organization receiving the Final Draft. If at any given point after the Site Visit and Community Tour, our company believes that a new hotel project in your community does not make good business sense, we will reach out to you to discuss. If after the discussion of all data with your organization, all parties believe that we have come to the proper determination, we will cease all project work and you will not be responsible for the remainder of the fee/cost. In addition, Core Distinction Group, LLC does not charge for additional time spend on the project after questions from investors, bankers, brands and so on are complete. Core Distinction Group, LLC will also include one additional Pro Forma update with-in a year of the project completion at no additional charge of changes in fees or costs.

Below you will find a breakdown of what is included in our pricing:

Travel - Airfare, Accommodations, Rental Car, Meals and any Out of Pocket Expenses	
Industry Reports	
Community Visit and Site Analysis	
Data Compilation/Gathering	
Hotel Market Feasibility Study Completion	
	Introduction/Objective
	Market Overview
	Site Analysis
	Economic Overview
	Lodging Demand Overview
	Community Interview/Survey Details
	Lodging Supply Overview
	Conclusion/Scale, Size and Amenity Recommendations
	Room Share Overview
	Economic Impact
	Project Marketing Piece
Financial Projections/Proforma (2 Separate Brand Specific Proformas)	
Total All-In Project Cost	\$ 15,000

**TOWN OF BOILING SPRINGS
BUDGET ORDINANCE AMENDMENT #BA231003.1**

WHEREAS, the Town Council of the Town of Boiling Springs adopted a budget ordinance on June 27, 2023 which established revenues and authorized expenditures for fiscal year 2023-2024; and

WHEREAS, since the time of the adoption of said ordinance, it has become necessary to make certain changes in the Town’s budget to appropriate funds for a hotel feasibility study;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Town Council of the Town of Boiling Springs that the budget ordinance as adopted on June 27, 2023 be and is hereby amended as follows:

<u>Section 1.</u>	Revenues	<u>Increase</u>
	Economic development grants (BSTDA-20%, GWU-20%, Cleveland County-40%)	\$ 12,000
	Fund balance appropriation	<u>3,000</u>
	Total revenues	<u>\$ 15,000</u>
 <u>Section 2.</u>	 Expenditures	 <u>Increase</u>
	GF-Administration-professional services	<u>\$ 15,000</u>

This the 3rd day of October, 2023.

Daniel Thomas, Mayor

ATTEST:

Noah Saldo, Town Clerk



THE TOWN OF
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Notice of Direct Grant from the State of North Carolina

No Action Needed

SUMMARY

With the passage of the *Joint Conference Committee Report on the Current Operations Appropriations Act of 2023* (House Bill 259) on September 20, 2023, and the subsequent passage of the bill in both houses of the North Carolina General Assembly, the State Budget was ratified. The North Carolina Constitution dictates that the Governor has 10 days in which to act on passed legislation. The Governor has decided not to act on House Bill 259, which means that the bill will become law.

In this year's budget, the State has allocated a one-time, non-recurring \$750,000 grant to the Town of Boiling Springs. These funds are a "direct grant" which means that the \$750,000 is not earmarked for a specific project, rather Council can direct the funds at its discretion.

MATERIALS PROVIDED

- **Excerpt from House Bill 259**

Conference Report on the Base, Capital and Expansion Budget

		<u>FY 2023-24</u>	<u>FY 2024-25</u>
107 Blue Ridge Fire & Rescue, Inc.	Requirements	\$ 450,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 450,000NR	\$ -
Provides a directed grant to Blue Ridge Fire & Rescue, Inc. for capital improvements or equipment.	Net Appropriation	\$ -	\$ -
	FTE	-	-
108 Bluewest Opportunities, Inc.	Requirements	\$ 250,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 250,000NR	\$ -
Provides a directed grant to Bluewest Opportunities, Inc.	Net Appropriation	\$ -	\$ -
	FTE	-	-
109 Boiling Spring Lakes Fire Rescue	Requirements	\$ 200,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 200,000NR	\$ -
Provides a directed grant to Boiling Spring Lakes Fire Rescue for capital improvements and equipment.	Net Appropriation	\$ -	\$ -
	FTE	-	-
110 Boiling Springs Fire and Rescue, Inc.	Requirements	\$ 1,250,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 1,250,000NR	\$ -
Provides a directed grant to Boiling Springs Fire and Rescue, Inc.	Net Appropriation	\$ -	\$ -
	FTE	-	-
111 Book Harvest	Requirements	\$ 500,000NR	\$ 500,000NR
Fund Code: 1xxx	Less: Receipts	\$ 500,000NR	\$ 500,000NR
Provides a directed grant to Book Harvest.	Net Appropriation	\$ -	\$ -
	FTE	-	-
112 Bostian Heights Fire Department, Inc.	Requirements	\$ 100,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 100,000NR	\$ -
Provides a directed grant to Bostian Heights Fire Department, Inc. to purchase and upgrade equipment.	Net Appropriation	\$ -	\$ -
	FTE	-	-
113 Boys & Girls Club of Southeastern North Carolina, Inc.	Requirements	\$ 100,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 100,000NR	\$ -
Provides a directed grant to the Boys & Girls Clubs of Southeastern North Carolina, Inc. for operations in Onslow county.	Net Appropriation	\$ -	\$ -
	FTE	-	-
114 Boys & Girls Clubs of Central Carolina Foundation, Inc. - Operations	Requirements	\$ 100,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 100,000NR	\$ -
Provides a directed grant to Boys & Girls Clubs of Central Carolina Foundation, Inc. for operations.	Net Appropriation	\$ -	\$ -
	FTE	-	-
115 Boys & Girls Clubs of Central Carolina Foundation, Inc. - Program Expansion	Requirements	\$ 50,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 50,000NR	\$ -
Provides a directed grant to the Boys & Girls Clubs of Central Carolina Foundation, Inc. for program expansion.	Net Appropriation	\$ -	\$ -
	FTE	-	-
116 Boys' & Girls' Clubs of The Tar River Region, Inc.	Requirements	\$ 100,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 100,000NR	\$ -
Provides a directed grant to the Boys' & Girls' Clubs of The Tar River Region, Inc. for capital improvements and equipment.	Net Appropriation	\$ -	\$ -
	FTE	-	-
117 Boys' and Girls' Club of Eden, Inc.	Requirements	\$ 250,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 250,000NR	\$ -
Provides a directed grant to the Boys' and Girls' Club of Eden, Inc.	Net Appropriation	\$ -	\$ -
	FTE	-	-
118 Boys and Girls Clubs of Greater High Point, Inc.	Requirements	\$ 750,000NR	\$ -
Fund Code: 1xxx	Less: Receipts	\$ 750,000NR	\$ -
Provides a directed grant to the Boys and Girls Clubs of Greater High Point, Inc.	Net Appropriation	\$ -	\$ -
	FTE	-	-

Conference Report on the Base, Capital and Expansion Budget

		<u>FY 2023-24</u>	<u>FY 2024-25</u>
706 Town of Black Mountain			
Fund Code: 1xxx			
Provides a directed grant to the Town of Black Mountain to conduct feasibility studies and site planning for recently acquired properties.	Requirements	\$ 50,000NR	\$ -
	Less: Receipts	\$ 50,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
707 Town of Blowing Rock			
Fund Code: 1xxx			
Provides a directed grant to the Town of Blowing Rock for the construction of the Middle Fork Greenway.	Requirements	\$ 2,000,000NR	\$ -
	Less: Receipts	\$ 2,000,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
708 Town of Boiling Springs			
Fund Code: 1xxx			
Provides a directed grant to the Town of Boiling Springs.	Requirements	\$ 750,000NR	\$ -
	Less: Receipts	\$ 750,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
709 Town of Boone - Culture			
Fund Code: 1xxx			
Provides a directed grant to the Town of Boone for the Horn of the West Amphitheater and Hickory Ridge History Museum.	Requirements	\$ 2,400,000NR	\$ -
	Less: Receipts	\$ 2,400,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
710 Town of Boone - Equipment			
Fund Code: 1xxx			
Provides a directed grant to the Town of Boone to purchase a forensic scanner and live scan fingerprint machine.	Requirements	\$ 105,000NR	\$ -
	Less: Receipts	\$ 105,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
711 Town of Bostic			
Fund Code: 1xxx			
Provides a directed grant to the Town of Bostic to purchase or upgrade equipment for the Bostic Volunteer Fire Department.	Requirements	\$ 700,000NR	\$ -
	Less: Receipts	\$ 700,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
712 Town of Bunn			
Fund Code: 1xxx			
Provides a directed grant to the Town of Bunn for capital improvements or equipment at town hall.	Requirements	\$ 50,000NR	\$ -
	Less: Receipts	\$ 50,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
713 Town of Burgaw			
Fund Code: 1xxx			
Provides a directed grant to the Town of Burgaw for capital improvements or equipment at the fire and police departments.	Requirements	\$ 240,000NR	\$ -
	Less: Receipts	\$ 240,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
714 Town of Burnsville			
Fund Code: 1xxx			
Provides a directed grant to the Town of Burnsville for capital improvements or equipment at the police and public works building.	Requirements	\$ 1,800,000NR	\$ -
	Less: Receipts	\$ 1,800,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
715 Town of Butner			
Fund Code: 1xxx			
Provides a directed grant to the Town of Butner to perform an infrastructure study.	Requirements	\$ 500,000NR	\$ -
	Less: Receipts	\$ 500,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
716 Town of Calabash			
Fund Code: 1xxx			
Provides a directed grant to the Town of Calabash for capital improvements or equipment at the Calabash Waterfront Park project.	Requirements	\$ 1,729,000NR	\$ -
	Less: Receipts	\$ 1,729,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-
717 Town of Candor			
Fund Code: 1xxx			
Provides a directed grant to the Town of Candor for economic development.	Requirements	\$ 1,300,000NR	\$ -
	Less: Receipts	\$ 1,300,000NR	\$ -
	Net Appropriation	\$ -	\$ -
	FTE	-	-

Municipal Unit	County	Population	Area (Sq. Mi.)
Cleveland County		99519	464.25
Belwood	Cleveland	857	12.3
Boiling Springs	Cleveland	4615	4.48
Casar	Cleveland	305	1.75
Earl	Cleveland	198	0.86
Fallston	Cleveland	627	2.17
Grover	Cleveland	802	0.98
Kings Mountain	Cleveland	11142	13.97
Kingstown	Cleveland	656	1.76
Lattimore	Cleveland	406	1.02
Lawndale	Cleveland	570	0.81
Mooresboro	Cleveland	293	1.77
Patterson Springs	Cleveland	571	1.03
Polkville	Cleveland	516	1.86
Shelby	Cleveland	21918	22.35
Waco	Cleveland	310	0.84
Rutherford County		64444	565.44
Bostic	Rutherford	355	0.93
Chimney Rock	Rutherford	140	3.36
Ellenboro	Rutherford	723	1.26
Forest City	Rutherford	7377	8.57
Lake Lure	Rutherford	1365	13.17
Spindale	Rutherford	4225	5.41
Ruth	Rutherford	347	0.42
Rutherfordton	Rutherford	3640	4.14
Gaston County		227943	355.75
Bessemer City	Gaston	5428	5.22
Cherryville	Gaston	6078	5.52
Gastonia	Gaston	80411	51.99
Burke County		87570	506.24
Morganton	Burke	17474	19.24

Density
214.365105
69.67479675
1030.133929
174.2857143
230.2325581
288.9400922
818.3673469
797.5662133
372.7272727
398.0392157
703.7037037
165.5367232
554.368932
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980.6711409
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113.9714205
381.7204301
41.66666667
573.8095238
860.7934656
103.6446469
780.961183
826.1904762
879.2270531
640.7392832
1039.846743
1101.086957
1546.66282
172.9811947
908.2120582



THE TOWN OF
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REPORTS

INTERMIN TOWN MANAGER | DANA STANSBURY

COUNCILMEMBER TOMMY GREENE

COUNCILMEMBER CALEB EDWARDS

COUNCILMEMBER TONYA GANTT

COUNCILMEMBER PATRICK LITTON

COUNCILMEMBER MARTY THOMAS

MAYOR DANIEL THOMAS