

CITY OF OXFORD
BOARD OF COMMISSIONERS' MONTHLY AGENDA MEETING
Monday, April 6, 2015 – 5:30 p.m.
Commissioners' Board Room

Mayor Pro Tem Howard G. Herring, Sr.
Commissioner James (Danny) Currin
Commissioner Robert Williford, Sr.



Commissioner Calvin (CJ) Harris, Jr.
Commissioner Frank Strickland
Commissioner S. Quon Bridges
Commissioner Patricia T. Fields

Randy Hemann, City Manager
Barbara Rote, City Clerk

J. Thomas Burnette, City Attorney

Jackie Sergent, Mayor

[**CALL TO ORDER**]

[Please be reminded to turn off or mute all cell phones and/or electronic devices]

1. State of the County Health Report - Mayor Jackie Sergent
2. Consider approving the audit contract in the amount of \$37,500 with Winston, Williams, Creech, Evans and Co., to audit the City's financial statements as of June 30, 2015, and authorize the Mayor to sign the contract.

The Local Government Commission requires the governing board's date of approval for the contract. The contract includes and audit of the City's financial statements and the preparation of the Comprehensive Annual Financial Statement as of June 30, 2015. Per former Finance Director Belton, preliminary audits are typically done in May and the final audit is performed 45 days after the end of the FY. Due to time constraints, the City Manager serving as interim Finance Director, and the forthcoming development of a policy regarding service contracts, staff recommends approval. (Attachment 2)

Recommended action: Staff recommends approving the audit contract in the amount of \$37,500 with Winston, Williams, Creech, Evans and Co., to audit the City's financial statements as of June 30, 2015, and authorize the Mayor to sign the contract.

3. Consider authorizing the City Manager to sign a contract with Prestige Landscaping for the period April 15, 2015 – June 30, 2015, in the amount of \$9,100 for maintenance of Elmwood Cemetery, and direct the City Manger to work with staff and the Finance Committee to develop a policy for service contracts that includes local preference, as well as minority outreach. The policy will be used to address the contact for the upcoming fiscal year.

During the March 10, 2015 Regular Session, the Board voted to reject all bids that were submitted for Elmwood Cemetery maintenance due to the lack of clarity on whether or not the policy required rebidding. The City Manager was asked to bring forth a recommendation at the next meeting. During the initial bidding process in February 2015,

Prestige Landscaping was the lowest bidder for both a 3-month contract that expired at the end of the 2014-2015 fiscal year, and a year long contract for the 2015-2016 fiscal year. Following the March 10, 2015 Regular Session, City Manager Hemann directed Buildings and Grounds Superintendent Kenny Manning to negotiate a contract for weekly maintenance from April 15 – June 30, 2015 with Prestige Landscaping. Prestige proposed \$9,100. (Attachment 3)

Recommended action: Staff recommends authorizing the City Manager to sign a contract with Prestige Landscaping for the period April 15, 2015 – June 30, 2015, in the amount of \$9,100 for maintenance of Elmwood Cemetery, and direct the City Manger to work with staff and the Finance Committee to develop a policy for service contracts that includes local preference, as well as minority outreach. The policy will be used to address the contact for the upcoming fiscal year

4. Set the Agenda for the April 14, 2015 Regular Session. (Attachment 4)

Information on Agenda Item 8: GVFICA – Education Initiative – provided separately

[ADJOURNMENT]

REMINDERS:

If you need additional information about the following items, please see the City Clerk.

April 28th: Rescheduled Bus trip to Statesville/West Jefferson – Leave Old Social Services 7:30 AM



CITY OF OXFORD
STAFF REPORT

TO: Mayor Sergent and the Board of Commissioners
FROM: Randy Hemann, City Manager
DATE: March 31, 2015
SUBJECT: Approve audit contract with Winston, Williams, Creech, Evans and Co.

SUMMARY STATEMENT

Approve the audit contract for Winston, Williams, Creech, Evans and Co. to audit the City's financial statements as of June 30, 2015.

REVIEW

The Local Government Commission now requires on the audit contract the date of the governing board's approval of the contract. The contract is for Winston, Williams, Creech, Evans and Co to audit the City's financial statements and prepare the Comprehensive Annual Financial Statement as of June 30, 2015 for a fee of \$37,500. (Note: This is the first increase in three years; we previously contracted for \$36,000). Per former Finance Director Belton, preliminary audits are typically done in May and the final audit is performed 45 days after the end of the FY.

RECOMMENDATION

Due to time constraints, the City Manager serving as interim Finance Director, and the forthcoming development of a policy regarding service contracts, Staff recommends approving the audit contract in the amount of \$37,500 with Winston, Williams, Creech, Evans and Co., to audit the City's financial statements as of June 30, 2015, and authorize the Mayor to sign the Contract.

Attachments: Audit contract

CONTRACT TO AUDIT ACCOUNTS

Of City of Oxford
Governmental Unit and Discretely Presented Component Unit (DPCU) if applicable

On this 16th day of February, 2015

Auditor: Winston, Williams, Creech, Evans & Company, LLP Auditor Mailing Address:

PO Box 1366 Oxford, NC 27565 Hereinafter referred to as The Auditor

and Board of Commissioners (Governing Board (s)) of City of Oxford

: hereinafter referred to as the Governmental Unit (s), agree as follows:
Governmental Unit (s)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2014, and ending June 30, 2015. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCU's, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

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

4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in Government Auditing Standards, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in Government Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2015. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the LGC for approval.

Contract to Audit Accounts (cont.)

City of Oxford

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

- 7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
- 8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent to: lgc.invoice@nctreasurer.com . Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
- 9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]

Audit \$31,500

Preparation of the annual financial statements \$ 6,000

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. The 75% cap for interim invoice approval for this audit contract is \$ 28,125 ** NA if no interim billing

- 10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.
- 11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
- 12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed prior to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
- 13. The Auditor shall electronically submit the report of audit to the LGC when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements are used in the preparation of official statements for debt offerings (the Auditors' opinion is not included) by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the

City of Oxford

Contract to Audit Accounts (cont.)

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless, another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and Invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/lfm/forms-instructions/Pages/Annual-Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the LGC for approval. The portal address to upload your amended contract and letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.
17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of April, 2014. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. Municipal & County Contracts: The Auditor acknowledges that any private employer transacting business in this State who employs 25 or more employees in this State must, when hiring an employee to work in the United States, use E Verify to verify the work authorization of the employee in accordance with N.C.G.S. §64 26(a). The Auditor acknowledges further that any such private employer and its subcontractors must comply with all of the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (North Carolina's E-verify law), and that such private employer has a duty under the law to ensure compliance by its subcontractors. The Auditor further acknowledges that this contract is of the type governed by S.L. 2013-418, which makes it unlawful for a local government to enter into certain types of contracts unless the contractor and its subcontractors comply with North Carolina's E-verify law, and that failure to comply with such law could render this contract void. The Auditor hereby covenants, warrants and represents for itself and its subcontractors that with respect to this contract the Auditor and its subcontractors shall comply with the provisions of North Carolina's E-verify law and that failure to comply with such law shall be deemed a breach of this contract and may render this contract void.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

Contract to Audit Accounts (cont.)

City of Oxford

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Winston, Williams, Creech, Evans & Company, LLP

Name of Audit Firm

By James P. Winston, II CPA

Authorized Audit firm representative name: Type or print

James P. Winston II

Signature of authorized audit firm representative

winston@wwcecpa.com

Email Address of Audit Firm:

Date 2-16-15

Governmental Unit Signatures:

By Jacqueline vdH Sergent, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor / Chairperson of governing board

Date

By

DPCU Chairperson: Type or print name and title

Signature of Chairperson of DPGU if applicable

Date

Unit Signatures (continued):

By N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date N/A

** If Governmental Unit has no audit committee, this section should be marked "N/A."

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a) This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Randy Hemann

Governmental Unit Finance Officer: Type or print name

Finance Officer Signature

randy@oxfordnc.org

Email Address of Finance Officer

Date

(Pre-audit Certificate must be dated.)

Date Governing Body Approved Audit Contract - G.S. 159-34(a)

Board Approval Date - Primary Government

Board Approval Date - DPCU

Contract to Audit Accounts (cont.)

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

Steps to Completing the Audit Contract

1. Complete the Header Information – **NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.**
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – if the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slglfm/forms-instructions/Pages/Annual-Audit-Forms-and-Resources.aspx>
5. Item No. 9 – Complete the fee section as in the past but please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slglfm/forms-instructions/Pages/Annual-Audit-Forms-and-Resources.aspx> - Auditors and Audit Fees. Please call or email Steven Holmberg of our office at 919-807-2394 steven.holmberg@nctreasurer.com if you have any questions about the fees on this list.
 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?
 - For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? See previous bullet point regarding variable fees.
 - **If there is to be no interim billing, please indicate N/A instead of leaving the line blank.**
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *"In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control."*

Contract to Audit Accounts (cont.)

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable

- b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**

7. Item No. 22 – E-verify requirements now apply to **all municipal and county contracts**, including the audit contract. There is no e-verify requirement for the audit contract for other types of entities. The best approach to meeting e-verify requirements may be for the municipal or county local government to have its vendors with 25 or more employees in the State of North Carolina sign a document attesting that they have complied with the e-verify requirements for their staff and their sub-contractors. This language is included in Item 22 of the audit contract. Any municipal or county contracts executed Sept 4, 2013 or later whose audit firm has 25 or more employees in the State of North Carolina will need the addendum/language and will be returned to the unit if it is not included. If the e-verify requirements do not apply to your contract, either because you are a city or county but your audit firm has less than 25 employees, or you are an entity to which e-verify does not apply, please mark Item #22 “N/A” or exclude Item #22 by specifically excluding it in Item #23.

8. Signature Area – Make sure all signatures have been obtained. **The contract must be approved by your Governing Board pursuant to G.S. 159-34(a).** NEW - **If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU must also sign the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.**

9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
 - a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?

10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated in Item 9 of the contract.

11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.

12. After all the signatures have been obtained and the contract and is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF copy. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the

Contract to Audit Accounts (cont.)

Name of Governmental Unit and Discretely Presented Component Unit's (DPCU) if applicable
most current submission process which can be obtained at the NC Treasurer's web site –
https://www.nctreasurer.com/slg/lfm/audit_acct/Pages/Accounting-Services.aspx



CITY OF OXFORD

STAFF REPORT

TO: Mayor Sergent and the Board of Commissioners

FROM: Randy Hemann

DATE: March 30, 2015

SUBJECT: Elmwood Cemetery Mowing Contract

SUMMARY STATEMENT

Sneed and Sneed has been cutting the Elmwood Cemetery for the last 6 years and the contract expired in December 2014. City staff searched for but found no evidence of a previous bidding process for the contract. Staff recommended bidding the contract and on January 13, 2015 the Board voted unanimously to bid the contract. Kenny Manning advertised and received bids for the maintenance of Elmwood Cemetery. Bids were received for a short term contract (3 ½ months) and for one year. On March 10, 2015 Manager Hemann recommended awarding bids for both contracts to low bidder Tyler Shimminger (DBA Prestige Landscaping). Shimminger's bid for a full year of maintenance was around \$3,000 less than the previous annual contract with Sneed and Sneed and Kenny Manning has met with Mr. Shimminger on site and verified that Mr. Shimminger is qualified for the job.

The Board discussed the policy and whether or not the policy required the contract to be rebid. After much discussion, the Board voted to reject all bids due to a lack of clarity on whether or not the policy required rebidding. The Board then suggested that the Manager bring forth a recommendation at the next meeting.

REVIEW

The rejected bids were for a 3 ½ month period from March 15, 2015 – June 30, 2015 and for a twelve month period from July 1, 2015 - June 30, 2016. The low bid in both instances was Tyler Shimminger DBA Prestige Landscaping.

A total of three bids were received as follows:

	3 ½ month bid	12 month bid
Dreamscapes Landscaping	\$12,200	\$41,250
Sneed and Sneed Lawn Care	\$9,331	\$31,992
Prestige Landscaping	\$8,400	\$28,800

Following the March 10, 2015 Board Meeting, Hemann directed Kenny Manning to negotiate a contract for weekly maintenance from April 15-June 30, 2015 with low bidder Prestige Landscaping. Prestige proposed \$9,100.

RECOMMENDATION

The City Manager is recommending the Board authorize him to sign a contract with Prestige Landscaping for the period from April 15, 2015 – June 30, 2015 for maintenance Elmwood Cemetery in the amount of \$9,100

Furthermore, the Manager is recommending the Board direct him to work with staff and the Finance Committee to develop a policy for service contracts that includes local preference as well as minority outreach. This policy will be used to address the contract for the upcoming fiscal year.

**CITY OF OXFORD
BOARD OF COMMISSIONERS' REGULAR MONTHLY MEETING
Tuesday, April 14, 2015 - 7:00 p.m.
Commissioners' Board Room**

*Mayor Pro Tem Howard G. Herring, Sr.
Commissioner James (Danny) Currin
Commissioner Robert Williford, Sr.*



*Commissioner Calvin (CJ) Harris, Jr.
Commissioner Frank Strickland
Commissioner S. Quon Bridges
Commissioner Patricia T. Fields*

*Randy Hemann, City Manager
Barbara Rote, City Clerk*

Jackie Sergent, Mayor

J. Thomas Burnette, City Attorney

MISSION

The mission of the City of Oxford is to serve and improve our community by providing high quality, affordable services, sound planning for growth and development, and offering the highest possible quality of life - while maintaining the public's trust through open communication and ethical standards at all times.

VISION

The City of Oxford will partner with the community to build upon the charm and character of our historic, vibrant, and walkable city to create an extraordinary quality of life for all.

Core Values - ETHICORE

The elected officials, staff, and volunteers of the City of Oxford value and commit to model the following:

EQUAL TREATMENT for everyone with **DIGNITY**, **COURTESY**, and **RESPECT**
TEAMWORK within our organization and our community
HONESTY in all of our dealings with citizens, fellow workers, and other organizations
INTEGRITY in every action and service
COST-EFFECTIVE and **QUALITY** services for our community
OPEN and **TRANSPARENT COMMUNICATION** with all parties
RESPONSIBILITY for our decisions and actions
EXCELLENCE in every deed

****The mnemonic ETHICORE was adopted as a helpful tool to remind us of our core values****

[CALL TO ORDER]

[Please be reminded to turn off or mute all cell phones and/or electronic devices]

[MISSION, VISION, VALUES]

1. Prayer: Bishop Phillip Betts, Cornerstone Christian Community Church
2. Pledge of Allegiance led by MPT Howard Herring, Sr.
3. Consider adjustments to and approval of the Agenda:
4. Opening Remarks by Mayor Sergeant
In order to provide for the highest standards of behavior and transparency in governance, the Board of Commissioners has approved a Code of Ethics to establish guidelines for ethical standards for Board Members and to provide guidance in determining appropriate conduct. Among those: Board members should avoid impropriety in the exercise of their official duties and should conduct the affairs of the board in an open and public manner. The Mayor now inquires whether any Board Member knows of any conflict of interest, or appearance of conflict, with respect to matters before the Board. If any Board Member knows of a conflict of interest, or appearance of a conflict, please state so at this time.

[DELEGATIONS]

5. Proclamation honoring Ella Schmit for many years of service as a Downtown business owner
6. Proclamation supporting April as Child Abuse Prevention Month
7. Presentation to OFP for achieving an I.S.O. rating of 4
8. Presentation by Granville-Vance Faith Initiative for Community Action (GVFICA) – Education Initiative
9. Presentation by S&ME Engineering for proposal on State Orphan Landfill Program

[PUBLIC COMMENT ON AGENDA and NON-AGENDA ITEMS]

Citizens may speak on Agenda as well as Non-Agenda items at this time. Citizens wishing to address the Board must sign in on the form located with the City Clerk prior to the beginning of the meeting. When recognized by the Mayor, come forward to the podium, state your name, address, if you are a City resident, and identify the subject about which you wish speak. Please review the Public Comment Guidelines that are provided alongside the sign in form.

[**PUBLIC HEARINGS**]

Citizens may only speak on public hearing items at this time. Citizens do not need to sign up in order to speak at a public hearing. When recognized by the Mayor, come forward to the podium, state your name, address, and if you are a City resident. Please review the Citizen Comment Guidelines that are provided at the end of this Agenda.

No Public Hearings

[**OLD BUSINESS**]

No Old Business

[**NEW BUSINESS**]

10. **Consider endorsing the GVFICA-Education Initiative**

GVFICA is a partnership between faith congregations across Granville and Vance Counties working to solve challenges of strategic consequence to the community. They have a common agenda with coordination around specific goals in the areas of education, economic development, and health. The Education Initiative is endorsed by the Superintendents of Granville and Vance counties. The GVFICA presented information about their education initiative hoping to receive an endorsement from the City of Oxford. No funding is requested. (Attachment)

Recommended action: consider endorsing the GVFICA-Education Initiative

11. **Consider authorizing the City Manager to send a letter of intent to the State Orphan Landfill Program for the former landfill on Industry Drive, authorizing him to enter into an agreement with the State to participate in the Orphan Landfill Program, and authorizing him to contract with S&ME Engineering for consulting services related to the Orphan Landfill Program.**

Our former landfill on Industry Drive qualifies as part of the State's Orphan Landfill Program. In February of 2010 NCDENR engaged Marshall Miller and Associates to do a limited assessment as part of entry into the program. As an unlined landfill, this site is eligible for 100% reimbursement for further testing and the creation of a plan for mitigation. The State also pays for 100% of the mitigation. The site is about 15 acres and is adjacent to other private land that also has development potential. Most orphan landfill sites are not cleaned up to the point of being suitable for development but our goal is to make portions of the site suitable for development if doing so is not cost prohibitive. In order to receive funding through the State's Orphan Landfill Program the City must send in a letter of intent, sign an agreement whereby we agree to follow through with the proposed mitigation, and select a consultant to oversee the process from a list of State approved consultants.

The City requested and received qualifications from three consultants, which were reviewed and researched by the City Engineer, Public Works Director and City Manager. While all three firms received good reviews, S&ME was the unanimous choice of the team because of their experience in the program and their experience and proposed methodology of working with the City to explore opportunities for redevelopment of portions of the site rather than mitigation that rendered the land not suitable for redevelopment. Costs required to make the property “developable” that are beyond what the State would pay for mitigation would be borne by the City of Oxford. Those cost estimates will not be available until the testing is complete. If any of the land can be rendered “developable” with City investment above and beyond the State funding, additional information and options will be presented to the Board of Commissioners for consideration. (Attachment)

Recommended action: Consider authorizing the City Manager to send a letter of intent to the State Orphan Landfill Program for the former landfill on Industry Drive, authorizing him to enter into an agreement with the State to participate in the Orphan Landfill Program, and authorizing him to contract with S&ME Engineering for consulting services related to the Orphan Landfill Program.

12. Consider re-appointing Juanita Rogers and Raymond O’Neill to the Appearance Commission for 3-year terms expiring February 2018.

Ms. Rodgers and Mr. O’Neill have expressed interest in being reappointed and have completed applications accordingly. Ms. Rogers and Mr. O’Neill are very active and would continue to be an asset for this Committee. No other applications were submitted for the Board openings. (Attachment)

Recommended action: Staff recommends re-appointing Juanita Rodgers and Raymond O’Neill to the Appearance Commission for 3-year terms expiring February 2018.

13. Consider calling for a public hearing in conjunction with the May 12, 2015 Regular Session to amend section 503 of the Zoning Ordinance to allow a parking exemption for downtown residential dwellings over/ or in a commercial building as long as the building is not enlarged.

A developer is interested in using the upper floor of a commercial building for loft apartments. Currently the zoning ordinance would require 2 off street parking spaces per unit. A parking exemption study for downtown residential is attached. The recommendation is similar to what the requirements are for the Town of Hillsborough. The amendment to the zoning ordinance for the parking exemption is supported by the comprehensive plan for encouraging downtown residence. (Attachment)

Recommended action: Planning Board and staff recommend calling for a public hearing in conjunction with the May 12, 2015 Regular Session to create a parking exemption for downtown residence over/ or in a commercial building as long as the building is not enlarged.

14. Consider Accepting Certificate of Sufficiency for Petition of Voluntary, Contiguous, Annexation by Jake's Ridge , LLC (Bruce Whitten) for 9.0 acres of land located on East Industry Drive.

The Clerk will provide the Certificate of Sufficiency based on the Petition for Voluntary, Contiguous, Annexation received. The City Attorney confirmed annexation boundaries and applicant signatures. This is the next step in the process as the City considers annexing the property. (Attachment)

Recommended action: Staff recommends accepting the Certificate of Sufficiency for Petition of Voluntary, Contiguous, Annexation by Jake's Ridge, LLC (Bruce Whitten) for 9.0 acres of land located on East Industry Drive.

15. Consider calling for an annexation public hearing in conjunction with the May 12, 2015 Regular Session for 9.0 acres of land owned by Jake's Ridge, LLC.

Once the Certificate of Sufficiency is received for voluntary, contiguous, annexation of 9.0 acres of property owned by Jake's Ridge, LLC, the Board can proceed with setting a public hearing for annexation during the May 12, 2015 Regular Session or deny the petition. If the Board proceeds with annexation, then following the public hearing, and at the same meeting, the Board can vote to annex the property. The property owner is petitioning the City for annexation in order to receive City utility services. (Attachment)

Recommended action: Staff recommends calling for an annexation public hearing in conjunction with the May 12, 2015 Regular Session for 9.0 acres of land located at East Industry Drive, owned by Jake's Ridge, LLC.

16. Consider appointing Patrick T. Kehoe as Finance Officer; bonding Mr. Kehoe in the amount of \$250,000 through the NCLM; authorizing Mr. Kehoe with check signing authority; authorizing Mr. Kehoe as one of two signatories on all City bank accounts and/or depository accounts; and, authorizing Mr. Kehoe and Accounting Clerk Debra Currin with limited power of attorney while revoking said powers by Harold W. Belton, all effective April 15 ,2015.

G.S. 159-24 requires that the City have someone in the role of Finance Officer and City Manager Hemann is currently in that role. Patrick Kehoe will assume the role of Finance Director on February 15, 2015 and we must take several steps to install him in that position. Per G.S. 159-29, the minimum bond for the Finance Director is \$50,000 and former Finance Officer Harold Belton was bonded through the NCLM for \$250,000. The bank requires the Board authorize Mr. Kehoe to sign checks and authorizing him as one of two signatories on all City bank accounts and depository accounts is also needed. Limited power of attorney for the purpose of canceling and releasing judgments docketed in favor of the City of Oxford needs to be changed from previous Finance Officer Belton to new Finance Officer Kehoe and also reestablish Accounting Clerk Debra Currin with the same. (Attachment)

Recommended action: Staff recommends appointing Patrick T. Kehoe as Finance Officer; bonding Mr. Kehoe in the amount of \$250,000 through the NCLM; authorizing Mr. Kehoe with check signing authority; authorizing Mr. Kehoe as one of two signatories on all City bank accounts and/or depository accounts; and, authorizing Mr. Kehoe and Accounting Clerk Debra Currin with limited power of attorney while revoking said powers by Harold W. Belton, all effective April 15 ,2015

[REPORTS]

17. February Financial Report highlights by City Manager Hemann. Report will be provided on meeting night.
18. City Update - City Manager Hemann
19. County Board Meeting Update – Commissioner Bridges
20. Downtown Economic Development Commission Report – Commissioner Currin
21. KLRWS Update – Commissioner Strickland
22. Kerr-Tar COG – Commissioner Williford
23. 200th Anniversary Update – Commissioners Williford and Strickland

[CONSENT AGENDA]

24. Accept the February Financial Reports by City Manager Hemann (available on meeting night)
25. Approve tax release to Siemens Financial Services for a total amount of \$3,156.34 (\$1,487.64, \$1,365.01, \$303.69). Equipment was leased to Granville Health Systems, a tax-exempt entity.
26. Approve tax release to Delage Landen Operational Services for a total amount of \$3,934.67 (\$1,419.77, \$1,320.19, \$1,194.71). Equipment was leased to Granville Health Systems, a tax-exempt entity.
27. Approve tax release to Meridian Leasing in the amount of \$2,092.99. Equipment was leased to Granville Health Systems, a tax-exempt entity.
28. Approve tax release to General Electric Capital Corp. in the amount of \$152.37. Equipment was leased to Granville Health Systems, a tax-exempt entity.



GVFICA – Education Initiative

March 16, 2015

Who We Are

GVFICA (Granville-Vance Faith Initiative for Community Action) is a partnership between faith congregations across Granville and Vance Counties working to solve challenges of strategic consequence to the community. With a common agenda and coordination around specific goals in the areas of education, economic development, and health, we deliver on community priorities and we measure results to match investment with impact.

What We Are Doing - Education

GVFICA is fully committing its resources to our Education Initiative. At the invitation of the Superintendents of Schools in Granville and Vance counties, our member churches are “adopting” primary schools, alone or in partnership, to respond to specific student needs identified by principals and teachers. Using an evidence-supported program model, GVFICA church volunteers are serving as:

- **Reading Tutors:** We apply quality standards that are proven to yield results.
- **Child & Family Engagement Volunteers:** We identify student needs and move beyond the schoolhouse to engage parents and families.
- **Resource Providers:** Schools identify physical resource needs; we fill them.

What's Makes Us Different

We Are Permanent. Churches have been here for hundreds of years. We are not going away, and we won't stop until the problem is solved.

We Measure. We measure results, not just effort. We examine our investments of money, time, energy and service hours against improved educational outcomes. If the yield doesn't reflect the investment, we will learn why and adjust our strategy. Our measures include:

- **Outcome Measures:** in-classroom reading scores, standardized testing of reading, number of disciplinary actions taken (suspensions, detentions, etc.), overall classroom behavior, and number of student resource needs filled.
- **Inputs/Investments:** number of volunteers/school, hours of tutoring/week, number of students served; resources needs met; cash invested.

Where We Need Help

Our Education Initiative is endorsed by the Superintendents of Granville and Vance counties and enthusiastically welcomed by school principals. To succeed, we need financial support and for new member-churches to join the Initiative. Financially, we seek:

- **\$20,000 for General Education Program Support**
It takes resources to work with principals, church leaders, teachers, and volunteers. General support allows us to manage the program and deliver results.
- **\$6,000 for GVFICA Church Recruitment**
Financial contributions support recruitment activities to expand church membership for the education program (read: the volunteer pool, the dedication, the community commitment).
- **\$5,000 for Measurement & Reporting**
Financial contributions support gathering, analyzing and reporting education program data.
- **\$4,000 for GVFICA Media, Marketing & Advertising**
Financial contributions generate earned media placements, GVFICA education program posters and informational handouts, and requisite staff time to generate these products.

Please note: All donations are tax deductible. Checks can be made payable to GVFICA and mailed to 566 Ruin Creek Road, Henderson, NC 27536. For more information on giving to GVFICA please contact GVFICA Coordinator, Blaire Benson, at gvfica@gmail.com or 919.475.5623.