SPENCER
NORTH CAROLINA
Rowan's Original Gateway.

Board of Aldermen Regular Meeting

Agenda Packet

August 9, 2022

"Opportunities don't happen, you create them."

SPENCER NORTH CAROLINA Rowan's Original Gateway.	AGENDA Spencer Board of Aldermen Regular Meeting 6:00 p.m.	**DATE:** August 9, 2022

1. CALL TO ORDER – MAYOR JONATHAN WILLIAMS

2. INVOCATION - MAYOR PROTEM PATTI SECREAST

3. PLEDGE OF ALLEGIANCE- MAYOR JONATHAN WILLIAMS

4. ADJUSTMENTS TO AND ADOPTION OF AGENDA

5. RECOGNITIONS
   a. WOMEN'S EQUALITY DAY PROCLAMATION
   b. WOMEN'S EQUALITY RIGHTS- ALDERWOMAN SLEDGE
   c. WELCOME STUDENTS TO NEW SCHOOL YEAR- MAYOR PROTEM SECREAST
   d. NATIONAL NIGHT OUT- MAYOR WILLIAMS
   e. DRAGON BOAT FESTIVAL- ALDERMAN MILLER

6. PUBLIC COMMENT This agenda item is included to allow input to the Board of Aldermen from any citizen who wishes to address the Board without requesting to be on the agenda. Those who wish to address the Board of Aldermen are required to provide their name, address, and topic to be addressed. The Board will only listen and not respond but may decide to place a topic on a future agenda. (A speaker will be allowed 3 minutes to speak.)

7. CONSIDER RECEIVING A PRESENTATION FROM RICK LANIER OF THE US MOTTO ACTION COMMITTEE.

8. *CONSENT AGENDA (The Consent Agenda is the first order of business. Items listed are believed to be non-controversial and are administrative in nature. There will be no separate discussion of the items unless an Alderman requests or a citizen request and is granted permission to speak. The item(s) then will be removed from the Consent Agenda and considered individually. Otherwise, all items will be enacted by one motion).*

   A. *APPROVAL OF MINUTES:*
      a. *July 7, 2022, Pre-Agenda Meeting Minutes*
      b. *July 12, 2022, Regular Meeting Minutes*
      (Attachment 5)

   B. CONSIDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF COMMERCE FOR A RURAL TRANSFORMATION GRANT. – (Attachment 7)

   C. CONSIDER ADOPTING BUDGET AMENDMENT ORDINANCE 22-018 TO AMEND THE DOWNTOWN PARK PROJECT. – (Attachment 14)

D. CONSIDER AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF AGRICULTURE FOR A STREAMFLOW RESTORATION GRANT. – (Attachment 8)

E. CONSIDER ADOPTING BUDGET AMENDMENT ORDINANCE 22-019 TO AMEND ANNUAL BUDGET ORDINANCE FOR STREAMFLOW REHABILITATION ASSISTANCE PROGRAM GRANT. – (Attachment 15)

F. CONSIDER APPROVING ORDINANCE 22-0019- US HWY 29 CORRIDOR SINGLE LANE CLOSURE FOR 5K SPECIAL EVENT- ROWAN CREEK WEEK. – (Attachment 11)

G. CONSIDER PROPERTY LIEN. – (Attachment 16)

9. CONSIDER AWARDING A CONTRACT FOR CONSTRUCTION OF THE YADKIN RIVER TRAILHEAD AND AUTHORIZING THE TOWN MANAGER TO FINALIZE & EXECUTE THE CONSTRUCTION CONTRACT. - (Attachment 6)

10. CONSIDER RECEIVING A PRESENTATION AND APPROVING FY22 AUDIT CONTRACT WITH RH CPAs, PLLC. – (Attachment 9)

11. CONSIDER ADOPTING ORDINANCE 22-015 TO ANNEX YADKIN RIVER PARK TRAILHEAD. – (Attachment 1)

12. CONSIDER ADOPTING ORDINANCE 22-016 TO APPROVE REZONING TO CIVIC FOR YADKIN RIVER PARK TRAILHEAD. – (Attachment 2)

13. CONSIDER ADOPTING ORDINANCE 22-017 FOR TEXT AMENDMENTS TO SPENCER DEVELOPMENT ORDINANCE REVISIONS. – (Attachment 3)

14. CONSIDER ADOPTING ORDINANCE 22-018 AMENDING SECTION 2.19 OF THE TOWN’S DEVELOPMENT ORDINANCE TO ALLOW A PAYMENT-IN-LIEU OF PERFORMANCE OPTION FOR SIDEWALKS REQUIRED BY THAT SECTION. – (Attachment 4)

15. CONSIDER RECEIVING AN UPDATE FOR AUTO RESTORATION BUSINESS ON 200 S. SALISBURY AVE. – (Attachment 10)

16. CONSIDER ADOPTING A REGULATORY COMPLIANCE PLAN CONFORMING WITH FEDERAL & STATE REGULATIONS GOVERNING THE CDBG PROGRAM (PURSUANT TO CDBG-NR PROGRAM REQUIREMENTS). – (Attachment 12)

17. CONSIDER AUTHORIZING TOWN STAFF TO APPLY FOR SEVERAL GRANTS TO FUND THE CREATION OF NEW MURALS. – (Attachment 13)

18. CONSIDER DIRECTING STAFF TO BEGIN THE RFQ PROCESS FOR THE FIRE STATION EXPANSION DESIGN PROJECT.

19. DEPARTMENTAL REPORTS – (Attachment 17)
    A. Planning
    B. Code Enforcement
    C. Police
    D. Fire
    E. Public Works
    F. Finance
    G. Library

20. TOWN MANAGER REPORT – (Attachment 18)

21. REQUESTS & COMMENTS BY THE MAYOR AND BOARD MEMBERS

22. EXECUTIVE SESSION PER NC GENERAL STATUTE 143-318.11 (IF NEEDED)

23. ADJOURNMENT

SPENCER NORTH CAROLINA Rowan's Original Gateway.	AGENDA Spencer Board of Aldermen Pre-Agenda Meeting 5:30 p.m.	**DATE:** August 4, 2022

1. CALL TO ORDER – MAYOR JONATHAN WILLIAMS

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. PUBLIC HEARING OF SATELITTE ANNEXATION OF PROPERTY LINE FOR YADKIN RIVER PARK TRAILHEAD- (Attachment 1)

4. PUBLIC HEARING OF REZONING PROPERTY FOR YADKIN RIVER PARK TRAILHEAD- (Attachment 2)

5. PUBLIC HEARING FOR 160-D TEXT AMENDMENTS TO SPENCER DEVELOPMENT ORDINANCE- (Attachment 3)

6. PUBLIC HEARING FOR SECTION 2.19 TEXT AMENDMENTS FOR PAYMENT-IN-LIEU OPTION ON REQUIRED SIDEWALKS- (Attachment 4)

7. REVIEW OF AUGUST 9, 2022, AGENDA

   1. *CALL TO ORDER – MAYOR JONATHAN WILLIAMS*

   2. *INVOCATION & PLEDGE OF ALLEGIANCE*

   3. *APPROVAL OF MINUTES:*

      July 7, 2022, Pre-Agenda Meeting Minutes
      July 12, 2022, Regular Meeting Minutes
      (Attachment 5)

   4. *ADDITIONS/ DELETIONS AND ADOPTION OF AGENDA*

   5. *RECOGNITIONS*

      a. *Women's Equality Day Proclamation*

   6. *PUBLIC COMMENT This agenda item is included to allow input to the Board of Aldermen from any citizen who wishes to address the Board without requesting to be on the agenda. Those who wish to address the Board of Aldermen are required to provide their name, address, and topic to be addressed. The Board will only listen and not respond but may decide to place a topic on a future agenda. A speaker will be allowed 3 minutes to speak.*

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separate discussion of the items unless an Alderman request or a citizen request and is granted permission to speak. The item(s) then will be removed from the Consent Agenda and considered individually. Otherwise, all items will be enacted by one motion).

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15. CONSIDER ADOPTING ORDINANCE 22-018 AMENDING SECTION 2.19 OF **THE TOWN'S DEVELOPMENT ORDINANCE TO ALLOW A PAYMENT**-IN-LIEU OF PERFORMANCE OPTION FOR SIDEWALKS REQUIRED BY THAT SECTION. – (Attachment 4)

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22. CONSIDER PROPERTY LIEN. – (Attachment 16)

23. *DEPARTMENTAL REPORTS – (*Attachment 17*)*

   a. *Planning*
   b. *Code Enforcement*
   c. *Police*
   d. *Fire*
   e. *Public Works*
   f. *Finance*
   g. *Library*

24. *TOWN MANAGER REPORT – (*Attachment 18*)*

25. *REQUESTS & COMMENTS BY THE MAYOR AND BOARD MEMBERS*

26. *EXECUTIVE SESSION PER NC GENERAL STATUTE 143-318.11 (IF NEEDED)*

27. *ADJOURNMENT*

8. EXECUTIVE SESSION PER NC GENERAL STATUTE 143-318.11 (IF NEEDED)

9. ADJOURNMENT

Town of Spencer
PROCLAMATION
Office of the Mayor

WHEREAS, with vision and determination, American women have helped build our great Nation. On Women's Equality Day, we remember the dedication of women who overcame many obstacles to secure the right to vote; and
WHEREAS, August 26th, marks the observance of Women's Equality Day; and

WHEREAS, on this day we recognize the struggle for Women's rights and the story of strong women willing to take the lead and pave the way toward equal voting rights for all American citizens. In 1848, a group of determined women came together in Seneca Falls, New York, to proclaim that "all men and women are created equal," and demand suffrage. On August 26, 1920, their voices were heard, and the 19th Amendment to the Constitution of America guaranteed women the right to vote; and

WHEREAS, as we look back on the journey to women gaining suffrage, we remember the sacrifices of women; and

WHEREAS, let's celebrate the spirit, leadership, and hard work of those pioneering women that contributed to the success of the equality granted to women; and,

WHEREAS, the observance of the 26th of August, Women's Equality Day allows for each of us to reflect and contribute to making our communities better with increased opportunity for all our citizens and continuing on the path set by those who came before them, so that all Americans can realize the great promise of our Nation; and,

WHEREAS, the Town of Spencer believes it is fitting and proper to recognize this freedom and to honor the nation which provides it;

NOW, THEREFORE, I Jonathan D. Williams, by virtue of the authority vested in me as Mayor of the Town of Spencer, North Carolina, do hereby proclaim August 26, 2022, as

Women's Equality Day

in the Town of Spencer and encourage all our citizens to recognize the privilege of American citizenship with appropriate celebrations and observances.

Hereunto I have ordered the town seal affixed by my signature on this the 9th day of August in the year of our Lord Two Thousand and Twenty-Two.

____

Jonathan D. Williams, Mayor
Town of Spencer, NC

704-633-2231
townofspencer.com

SPENCER NORTH CAROLINA
Rowan's Original Gateway.

Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 08/04/2022

Issue under Consideration:	**Public hearing for annexation of property where Yadkin River Park Trailhead is to be located**
Current Status:	Property where Yadkin Trailhead project is to be located is not in municipal limits
Points to Consider:	Town needs to be able to permit and enforce nuisance ordinances on this property
Financial Impact:	No additional cost.
Options:	Hold public hearing
Recommendations:	Hold public hearing
Department:	Administration

MEMO

Date: 7.22.22

To: Board of Aldermen

From: Steve Blount

RE: Suggested Motion Language- Annexation

<u>Motion to adopt annexation ordinance</u>

I move to adopt Ordinance 22-015 annexing parcel 048 096 further described by metes and bounds survey in the Ordinance. Property is owned by the Town and will be used for the proposed Yadkin River Park Trailhead.

<u>Statement of Consistency</u>

I also move to adopt a statement of consistency stating that we find this action to be generally consistent with the Town's Comprehensive Land Use Plan, is reasonable and in the public interest. This decision further meets the specific Development Policies #2 (…enhance and encourage a high quality of life, image, and cultural amenities…) and #15 (Land use decisions should recognize the park, open space, and recreational needs of the community…),

MEMO

Date: 6.30.22

To: Board of Aldermen

By: Steve Blount

RE: Yadkin River Park Trailhead
Property Annexation and Rezoning

Narrative:
Bids will be received on the Town's new Yadkin River Park Trailhead project on July 21st and assuming bids are in line with estimates, construction will begin soon after. Ownership of the property where this project will be built was transferred to the Town from NCDOT some time ago, but the property is currently not within the Town's municipal limits or our ETJ, thus zoning and permitting authority falls to Rowan County. Obviously, it is in the best interest of the Town that this property be brought into our municipal limits and that zoning and permitting for this project be handled by our own planning department.

Annexation
NC State statutes strictly control annexation by municipalities of unincorporated property. Municipalities are allowed by NCGS 160A-58.7 to annex property they own that is not contiguous with their current core boundaries. The Town is following requirements specified by this statute to annex this property.

At the Board's July board meeting, you will be asked to approve a ***Resolution of Intent*** and set a public hearing for your August meeting. You will have the required public hearing at your August preagenda meeting. You will be asked to approve an ***Ordinance to Extend the Corporate Limits*** at your August 9th regular board meeting.

Rezoning
Part of the requirements in NCGS 160A-58.7 is following normal processes found in 160D to apply new zoning classifications to the property being annexed. The property being annexed is currently zoned by Rowan County as RA or Rural Agricultural. This classification allows parks but many other uses as well. We are proposing that the property be rezoned to the Town's CIV zoning classification which would allow the proposed park.

Rezoning requires a three-step process. The proposed rezoning will be presented to the Planning Board at their July 11 meeting asking them to make the required recommendation to the Board of Aldermen. A public hearing will be scheduled for your preagenda meeting on August 4 and then you will be asked to approve this rezoning along with the annexation at your August 9 regular board meeting.

Zoning Permits

With the annexation and rezoning approved at your August meeting, zoning permits for this project can be issued as early as August 10. This should be adequate to not slow the actual beginning of work on this project

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF SPENCER, NORTH CAROLINA

ORDINANCE 22-015

WHEREAS, the Board of Aldermen has adopted a resolution under G.S. 160A-58.7 stating its intent to annex the area described below; and

WHEREAS, a public hearing on the question of this annexation was held at Town Hall, 450 S Salisbury Ave., Spencer, NC at or about 5:30 PM, August 4, 2022, after due notice; and

WHEREAS, the Board of Aldermen finds that the proposed annexation meets the requirements of G.S. 160A-58.1(b), as follows;

a. The nearest point on the proposed satellite corporate limits is not more than three miles from the primary corporate limits of the Town;
b. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another of another city than to the primary corporate li8mits of the Town of Spencer;
c. The area is so situated that the Town will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
d. No subdivision, as defined in NCGS 160D-802;
e. The area within the proposed corporate limits, when added to the area within all other satellite corporate limits, does not exceed 10% of the area within the corporate limits of the Town and the is exempt from this requirement per 160A-58.1(b)(5).

WHEREAS, the Board of Aldermen further finds that the annexation of the area is in the public interest;

NOW, THEREFORE, BE IT ORDAINED by the board of aldermen of the Town of Spencer, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A58.7, the following described contiguous property owned by the Town of Spencer is hereby annexed and made part of the Town of Spencer as of August 9, 2022:

Point of Beginning
From station 16+66.85 with a left offset of 60 feet

Beginning at a Monument Set having coordinates of **N:719995.87, E:1585144.20;** thence in a northeasterly direction with a non-tangent curve turning to the right with a radius of 2030.29 feet, having a chord bearing of **N 46°22'51" E** and a chord distance of **394.91,** having a central angle of 11°09'43" and an arc length of 395.53 to a 5/8" rod Found. Station 20+50.54 left offset of 90.774; thence in a no11heasterly direction with a compound tangent curve turning to the right with a radius of 2030.29 feet, having a chord bearing of **N 60°41'30" E** and a chord distance of **616.30,** having a central angle of 17°27'35" and an arc length of 618.69 to a 5/8" rod Found. Station 26+48.40, offset left 92.857; thence with a bearing of **S 22°55'19" E** a distance of **50.61** feet to a Monument Set Station 26+48.33, left offset 42.251; thence **in** a southwesterly direction with a non-tangent curve turning to the left with a radius of 2752.45 feet, having a chord bearing of **S 57°57'51"** Wand a chord distance of994.45, having a central angle of20°48'54" and an arc length of 999.93 to the point of beginning, containing 37063.58 square feet or 0.851 acres.

Section 2. The Mayor of the Town of Spencer shall cause to be recorded in the office of the Register of Deeds of Rowan County, and in the Office of the Secretary of State in Raleigh, NC, an accurate map of the annexed property, along with a certified copy of this ordinance. Such a map shall also be delivered to the Rowan County Board of Elections, as required by G.S. 163-288.1.

Adopted this 9th day of August, 2022.

____
Jonathan Williams, Mayor

APPROVED AS TO FORM:

____

Jay Dees, Town Attorney

ATTEST:

____

Stacy Craven, Town Clerk

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townofspencer.com

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AGENDA ITEM

Board Meeting Date: 08/04/2022

Issue under Consideration:	**Public Hearing for Rezoning of Yadkin River Park Trailhead property**
Current Status:	Property where Yadkin Trailhead project is to be located is being annexed and needs to have Spencer zoning classification applied
Points to Consider:	Required action per statute
Financial Impact:	No additional cost.
Options:	Hold public hearing
Recommendations:	Hold Public hearing
Department:	Administration

MEMO

Date: 7.22.22

To: Board of Aldermen

From: Steve Blount

RE: Suggested Motion Language- Rezoning

Motion to adopt ordinance rezoning property

I move to adopt Ordinance 22-016 rezoning parcel 048 096 from Rowan County's RA classification to Spencer's CIV (Civic) zoning classification. Property is owned by the Town and will be used for the proposed Yadkin River Park Trailhead. Property is being annexed into the Town's municipal limits by separate ordinance and rezoning is required by that process.

Statement of Consistency

I also move to adopt a statement of consistency stating that we find this action to be generally consistent with the Town's Comprehensive Land Use Plan, is reasonable and in the public interest. This decision further meets the specific Development Policies #2 (…enhance and encourage a high quality of life, image, and cultural amenities…) and #15 (Land use decisions should recognize the park, open space, and recreational needs of the community…),

TOWN OF SPENCER, NORTH CAROLINA

AN ORDINANCE TO AMEND Town's Zoning Map, applying the Town's CIV (Civic) zoning classification to parcel 048 096;

ORDINANCE 22-016

WHEREAS, the Town acquired ownership of this property with the intent of developing a Yadkin River Park Trailhead; and

WHEREAS, the property was not located in the Town's municipal limits but instead was in Rowan County's jurisdiction and as such, was under Rowan County's zoning jurisdiction; and

WHEREAS, the Town by separate ordinance and per NCGS procedures has annexed this property into the Town's municipal limits and as required by statute must be rezoned; and

WHEREAS, having zoning and development control of this property will promote the Town's efforts to develop this property for recreational uses; and

WHEREAS, the Town's CIV (Civic) Zoning Classification is the most appropriate classification for the intended use of this property;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Spencer, North Carolina, that:

Section 1.
Amend the Town's official Zoning Map as follows:

> Parcel 048 096 currently classified as Rowan County's RA classification will be changed to Spencer's CIV classification

Section 2. This ordinance shall become effective immediately upon adoption.

Adopted this 9th day of August, 2022.

Jonathan Williams, Mayor

Stacy Craven, Town Clerk

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AGENDA ITEM

Board Meeting Date: 08/04/2022

Issue under Consideration:	**Public Hearing for 160D text amendments**
Current Status:	Makes numerous technical amendments suggested by Town's development ordinance consultant
Points to Consider:	Keeps ordinance in compliance with current general statutes
Financial Impact:	No additional cost.
Options:	Hold public hearing
Recommendations:	Hold Public hearing
Department:	Administration

MEMO

Date: 7.22.22

To: Board of Aldermen

From: Steve Blount

RE: Suggested Motion Language- 160D text amendments

Revision to various Section of Development Ordinance

I move to adopt Ordinance 22-017 amending Sections 5.2, 16.1-7, 18.3(H), 18.4(C)(15), 18.4(D)(5), 23.6-5, and 23.7-6 of the Town's Development Ordinance to comply with language found in NCGS 160D.

Statement of Consistency

I also move to adopt a statement of consistency stating that we find this action to be generally consistent with the Town's Comprehensive Land Use Plan, is reasonable and in the public interest.

AN ORDINANCE AMENDING

THE "SPENCER DEVELOPMENT ORDINANCE"

OF THE TOWN OF SPENCER, NORTH CAROLINA

Ordinance Number _22-017____

WHEREAS, on June 8, 2021 the Town Board of Aldermen's newly adopted Spencer Development Ordinance, also know as the SDO, became fully effective; and,

WHEREAS, the Governor and General Assembly of the State of North Carolina set into law Session Law 2021-138 on the 2nd day of September 2021 amending G.S. 160D to decriminalize violations except in certain instances; and,

WHEREAS, the amendment of the SDO to incorporate the requirements of SL 2021-138 affecting G.S. 160D is both consistent with the adopted *2008-2025 Town of Spencer Land Use Plan* by continuing to meet the adopted goals of *2008-2025 Town of Spencer Land Use Plan* emphasizing management of growth and reasonable because of the Town's need to achieve compliance with Session Laws 2019-111, 2020-25 and 2021-138; and,

THEREFORE BE IT ORDAINED by the Town Board of Aldermen that the Spencer Development Ordinance be amended as follows:

PART 1. Articles 5 is hereby amended to add the following language to the end of Section 5.2:

"The following changes to this Ordinance are authorized and may be carried out by either the *Town Clerk* or the *Planning, Zoning, & Subdivision Administrator* or their designee, without processing a formal amendment:

1. Corrections to the Official Zoning Map to reflect updated information on property boundaries, street alignments, natural stream alignments, etc. shall not be considered amendments;
2. Edits to the text of this Ordinance and/or the Official Zoning Map to update a table of amendments, add information to the legend of the Official Zoning Map, correct typographical errors, add and/or correct geographical information, and/or insert notations representing amended text in an article, section, subsection, or provision; and
3. Deletions of provisions stricken down by either a legislative action of the North Carolina legislature or a court of competent jurisdiction."

PART 2. Article 16 is hereby amended to delete the following language from Section 16.1-7, said language being the second sentence of the enumerated paragraph:

"In addition to being subject to the provisions for enforcement in Article 23 of the Ordinance, any person who, being the owner or agent of the owner of any land located within the Town's jurisdiction, subdivides their land in violation of the ordinance or transfers or sells land by reference to, exhibition of, or any other use of a plat showing a subdivision of the land before the plat has been properly approved under such ordinance and recorded in the office of the appropriate register of deeds, shall also be deemed guilty of a Class 1 misdemeanor."

PART 3. Article 18 is hereby amended to rewrite Section 18.3(H) to read as follows:

"Violation of the provisions of this Ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a violation of this Ordinance. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town of Spencer from taking such other lawful action as is necessary to prevent or remedy any violation."

PART 4. Article 18 is hereby amended to rewrite Section 18.4(C)(15) to read as follows:

"Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this Ordinance, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a violation of this Ordinance."

PART 5. Article 18 is hereby amended to rewrite Section 18.4(D)(5) to read as follows:

"Failure to Comply with Order: If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a violation of this Ordinance."

PART 6. Article 23 is hereby amended to rewrite Section 23.6-5 to read as follows:

"Stop Work Orders. Whenever a building, sign, or structure, or part thereof is being constructed, reconstructed, altered, or repaired in violation of this Ordinance, the Planning, Zoning & Subdivision Administrator may order the work to be immediately stopped. The stop work order shall be in writing and directed to the owner, occupant, or person doing the work. The stop work order shall state the specific work to be stopped, the specific reasons for the stoppage, and the conditions under which the work may be resumed. Such action shall be in accordance with G.S.160D-404(b). Violation of a stop work order regarding any building deemed unsafe shall constitute a Class 1 misdemeanor."

PART 7. Article 23 is hereby amended to rewrite Section 23.7-6 to read as follows:

"Nonpayment. If payment is not received or equitable settlement reached within thirty (30) days after demand for payment is made, the matter shall be referred to legal counsel for institution of a civil action in the appropriate division of the General Courts of Justice for recovery of the civil penalty, reasonable attorney fees and court costs. Provided, however, if the civil penalty is not paid within the time prescribed, the Planning, Zoning & Subdivision Administrator may have a lien for all cost incurred placed upon the property that is the subject of the violation.

PART 8. This Ordinance shall be effective at 12:01 AM EST on ________________, 2022.

ADOPTED on this the 9th day of August 2022.

____

Jonathan Williams, Mayor

Attest:

____

Stacy Craven, Town Clerk

704-633-2231
townofspencer.com

SPENCER
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Post Office Box 45
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AGENDA ITEM

Board Meeting Date: 08/04/2022

Issue under Consideration:	**Public Hearing for Section 2.19 text amendments for payment-in-lieu option on required sidewalks**
Current Status:	If site location, geography, topography does not allow sidewalk construction where required by Development Ordinance, developer has to get a variance allowing him not to build sidewalks
Points to Consider:	Gives option when geography, site location, etc. clearly does not support the need for sidewalks for developer to in lieu of building, to pay town cost of sidewalks
Financial Impact:	No additional cost.
Options:	Hold public hearing
Recommendations:	Hold Public hearing
Department:	Administration

MEMO

Date: 3.16.22

To: Board of Aldermen

From: Steve Blount

RE: Suggested Motion Language- Payment In Lieu of Sidewalks

Revision to Section 2.19 of Development Ordinance

I move to adopt Ordinance 22-018 amending Section 2.19 of the Town's Development Ordinance to allow a payment-in-lieu of performance option for sidewalks required by that section.

Statement of Consistency

I also move to adopt a statement of consistency stating that we find this action to be generally consistent with the Town's Comprehensive Land Use Plan, is reasonable and in the public interest. We find that this text amendment supports the specific Plan goals of "Protecting Existing Neighborhoods" and Development Policies 2 (Town should protect, enhance, and encourage a high quality of life, image and cultural amenities…), 5 (Protect and rehabilitate viable neighborhoods…), and 8 (Support innovative and flexible land development planning…) .

MEMO

Date: 6.30.22

By: Steve Blount

RE: Fee-In-Lieu for Sidewalks

Narrative:
The Town's Development Ordinance requires "improvements" to be provided for larger residential and all commercial and industrial developments. These include open space, street trees, extensions of water and sewer lines, new roads, sidewalks, etc. For several of these improvements (i.e., open space), where site conditions, topography or other factors make following these requirements to the strict language of the ordinance overly burdensome or even impossible, our ordinance allows the developer to pay to the Town the equivalent value of the specific improvement in lieu of actually providing it. In these cases, these monies are designated by the Board of Aldermen to be used on similar projects in other areas.

Requirements for sidewalks are specified in Section 2-19 of our Development Ordinance but there is no mention of allowing a payment-in-lieu of procedure if conditions make them impractical. Since this process is not included, staff is left with only the option of requiring sidewalks be installed or the project not be built.

Staff is suggesting the addition of a payment-in-lieu clause for sidewalks required under Section 2-19. The suggested text requires the developer/property owner to request this option where it is felt the construction of sidewalks, would be inconsistent or unreasonable based on surrounding conditions…" The developer is required to submit a detailed cost estimate for the required sidewalks when requesting this option. If this option is deemed acceptable to the Town's Zoning and Subdivision Administrator, the use of the funds would be at the discretion of the Board of Aldermen.

TOWN OF SPENCER, NORTH CAROLINA

AN ORDINANCE TO AMEND Section 2.19 of the Town's Development Ordinance to allow payment in lieu of performance for required sidewalks;

ORDINANCE 22-018

WHEREAS, Section 2.19 of the Town's Development Ordinance requires sidewalks to be built as a part of most residential and all commercial and industrial developments; and

WHEREAS, due to topography, site dimensions, wetlands or other conditions, the inclusion of sidewalks is sometimes inconsistent with the purpose of Section 2.19 or an unreasonable expectation of a particular development; and

WHEREAS, the development of a town-wide systems of sidewalks is beneficial to the citizens of the town so the requirement for sidewalks should not simply be forgiven under the preceding paragraph; and

WHEREAS, allowing payment-in-lieu of the cost of required sidewalks will allow sidewalks to be built in other locations within the town;

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Spencer, North Carolina, that:

Section 1.
Amends Section 2.19 of the Town's Development Ordinance by adding Section 2.19-5 as follows:

2.19-5 Fee-in-Lieu.
Payment-in-lieu for sidewalks alternative:

As an alternative to sidewalks construction, the applicant has the option to make a payment-in-lieu of constructing the required sidewalks.

1. Payment-in-lieu requirements:
    a. Approval must be given for payment-in-lieu of sidewalks by the Zoning & Subdivision Administrator with guidance from the Town Manager and other staff.
    b. When requesting this option, the applicant shall submit a detailed estimate of cost for construction of the required sidewalks which will be reviewed and approved by town staff. Cost estimate should include all costs including but not limited to engineering, infrastructure relocations and improvements, grading, forming, concrete, finishing, etc. If an agreement on the total cost of the sidewalks cannot be reached, the application for payment-in-lieu may be rejected.

2. Payment-in-lieu of sidewalks is allowed where:
    a. Construction of sidewalks would be inconsistent or unreasonable based on surrounding conditions such as topography, wetlands, etc.
    b. Where a sidewalk would not connect to adjacent sidewalks nor are there proposed or adopted plans for a connecting sidewalk at the site.

3. Payment-in-lieu is not permitted if:
    a. If property is adjacent to any existing sidewalk.
    b. Adjacent to sidewalk appearing on a proposed development plan, and/or adjacent to any sidewalk planned for construction within one year.
    c. In a planned urban greenway corridor approved by the Board of Aldermen

4. Payment-in-lieu of sidewalks fund requirements:
    a. Funds must be equal to the estimated cost of construction of the required sidewalk, which includes materials, labor, engineering, and any required infrastructure improvements for that sidewalk. Payment shall be made prior to approval of final plat.

5. Fund appropriations:
    a. Such funds shall be used at the discretion of the Town's Board of Aldermen to build or complete sidewalks in other locations, and for greenways or other pedestrian, bikeway, and/or pathway systems.

Section 2. This ordinance shall become effective immediately upon adoption.

Adopted this 9th day of August, 2022.

____

Jonathan Williams, Mayor

____

Stacy Craven, Town Clerk

MINUTES

Town of Spencer
Board of Aldermen
Pre-Agenda Meeting
July 7, 2022

The Town of Spencer Board of Aldermen met at Spencer Town Hall in regular session on July 7, 2022, at 5:33 p.m. to conduct a pre-agenda meeting.

Present were:	Mayor Jonathan Williams Alderwoman Patricia Sledge Alderman Rashid Muhammad Alderman Steve Miller Alderman Sam Morgan
Absent:	Alderman Andrew Howe

Also present were: Town Manager Peter Franzese, Town Clerk Stacy Craven, Code Enforcement Officer James Osborne, Public Works Director Joel Taylor, Planning & Zoning Administrator Steve Blount, Planner Kyle Harris, & Special Projects Planner Joe Morris. Mayor ProTem Patti Secreast attended via digital means.

Mayor Williams called the meeting to order, offered the invocation, and led the *Pledge of Allegiance*.

REVIEW OF AGENDA ITEMS
The board reviewed the July 12, 2022, draft agenda and took the following actions by consensus:

- Added approval of minutes to *Consent* Agenda.
- Added consider adopting resolution 22-010 request to ratify Centralina Regional Council's Amended Charter to *Consent Agenda*.
- Added consider adopting budget amendment ordinance 22-015 to update annual budget ordinance 22-014 to *Consent Agenda*.
- Added consider adopting budget amendment ordinance 22-016 to amend the grant project ordinance for American Rescue Plan of 2021 to *Consent Agenda.*
- Added consider adopting budget amendment ordinance 22-017 to move funded capital to the capital replacement reserve fund to *Consent Agenda.*

<u>Actions</u>

ADDITIONS/ DELETIONS AND ADOPTION OF AGENDA
Alderman Morgan spoke to the Board that the Spencer Jaycees would like to request funding for movie nights in Spencer open to all families at the 8th Street Ball Park.
Town Manager Franzese spoke to the Board that the Town Attorney Jay Dees has been in contact with an attorney regarding a property that was sold, and the Town never removed their name from the deed and the family has been paying the taxes on the property for the last twelve years.

RECOGNITIONS
Mayor Williams will read aloud the Independence Day Proclamation.

CONSIDER ADOPTING RESOLUTION 22-011 OF INTENT TO ANNEX PROPERTY
Planning & Zoning Administrator Steve Blount briefed the Board that the sliver of land where the trailhead will be built, will need to be satellite annexed and re-zoned. Following the appropriate process, a public hearing will be held.

CONSIDER ADOPTING RESOLUTION 22-012 AMENDING SPENCER'S HISTORIC DISTRICT STANDARDS, AS RECOMMENDED BY THE SPENCER HISTORIC PRESERVATION COMMISSION (HPC)
Town Planner Kyle Harris spoke to the Board of the purpose of adopting the resolution and benefits that will come of this adoption providing Staff more guidance and the HPC a wider variety of applicable practices.

ADJOURNMENT
Alderman Muhammad moved to adjourn the meeting. Alderman Morgan seconded the motion which carried by a vote of 5-0. The meeting was adjourned at 5:57 p.m.

Approved by:	Attest:
____	____
Jonathan D. Williams	Stacy Craven
Mayor	Town Clerk

MINUTES

Town of Spencer
Board of Aldermen
Regular Meeting
July 12, 2022

The Town of Spencer Board of Aldermen met at Spencer Town Hall in regular session on July 12, 2022, at 6:02 p.m.

Present were: Mayor Jonathan D. Williams
Mayor Pro Tempore Patricia Secreast
Alderman Sam Morgan
Alderwoman Patricia Sledge
Alderman Rashid Muhammad
Alderman Andrew Howe
Alderman Steve Miller

Also, present were: Town Manager Peter Franzese, Town Clerk Stacy Craven, Town Atty Jay Dees, Fire Chief Michael Lanning, Public Works Director Joel Taylor, Planning & Zoning Administrator Steve Blount, Police Chief Mike File, Special Projects Planner Joe Morris & Bookkeeper John Sofley.

Mayor Williams called the meeting to order and led the *Pledge of Allegiance*. Alderman Miller offered the invocation.

ADJUSTMENTS TO AND ADOPTION OF AGENDA
Manager Franzese asked to add item FY21 audit contract extension to the Agenda Item # 13. Alderwoman Sledge moved to approve the agenda. Alderman Muhammad seconded the motion which carried by a unanimous vote of 6-0.

RECOGNITIONS
Mayor Williams read aloud proclamation acknowledging Independence Day.

PUBLIC COMMENT
Mayor Williams opened the floor to receive public comment.
Leslie Talbot (308 N. Salisbury Ave.) spoke to the Board and stated that she would like to make a public service announcement that hammerhead worms are here in Spencer. Do not step on them or touch them. Please put salt on them same as you would for a slug to kill them.

Being no one else present for comments, public comment section was closed.

CONSENT AGENDA
Alderman Miller moved to approve the consent agenda as presented. Alderwoman Sledge seconded the motion which carried by a unanimous vote of 6-0. Items approved were: (1) June 9, 2022, Pre-

Agenda Meeting Minutes; (2) June 14, 2022, Regular Meeting Minutes; (3) Resolution 22-010 to ratify Centralina Regional Council's Amended Charter; (4) Budget Amendment Ordinance 22-015; (5) Budget Amendment Ordinance 22-016; (6) Budget Amendment Ordinance 22-017.

CONSIDER ADOPTING RESOLUTION 22-011 OF INTENT TO ANNEX PROPERTY
Planning & Zoning Administrator Steve Blout briefed the Board of the intent of a satellite annexation and outlined the process and land proposed for annexation at the Yadkin River Trailhead Park area.
Action
Alderman Morgan moved to approve resolution 22-011. Alderman Muhammad seconded the motion which carried by a vote of 6-0.

CONSIDER ADOPTING RESOLUTION 22-012 AMENDING SPENCER'S HISTORIC DISTRICT STANDARD, AS RECOMMENDED BY THE SPENCER HISTORIC PRESERVATION COMMISSION (HPC)
Planner Kyle Harris presented to the Board a resolution to update standards currently used by the HPC and offers variations for the HPC process. HPC has found the need to minimize legal exposure to the Town since 160-D was passed. The recommendation repeals the 10 standards currently in place and replaces it with 300 standards to conform to best practices. The new standards are easier to read, customer friendly, and allows for quicker references with clarity.
Action
Alderman Morgan moved to approve resolution 22-012 with the suggestion of amended language in section 5 of the resolution. Alderman Miller seconded the motion which carried by a vote of 6-0.

CONSIDER APPROVING AN EVENT SPONSORSHIP REQUEST FOR THE SPENCER MOVIE NIGHTS SERIES
Alderman Morgan presented to the Board the concept behind this is to continue more family-oriented programs for citizens and families. This will be held at the 8th Street Ball Park with volunteers from the Spencer Jaycees and formally requesting $2,000.00 from the events line and $2,800.00 from the contingencies line item; for a total of $4,800.00.
Action
Alderman Miller moved to approve Spencer Movie Nights Series. Alderman Howe seconded the motion which carried by a vote of 6-0.

CONSIDER AUTHORIZING THE MAYOR TO EXECUTE A CORRECTIVE NON-WARRANTY DEED WITH JENNIFER DAWN HATLEY HOLSHOUSER FOR PROPERTY LOCATED AT 4TH STREET; LOTS 2-3
Town Atty Jay Dees briefed the Board that he was recently contacted by a lady stating that she owns a property within Town limits and tried to sell. She was unable to sell as it showed still being owned by the Town. He was able to find out that over the last 12 years this family has paid the taxes. An attorney confirmed her interest in the property and no title conflict as who owns it up to this point. Suggestion to the Board is that it's a vacant lot and, in the Town's, best interest to provide her the power for the lots.
Action
Alderman Miller moved to execute a corrected non-warranty deed. Alderman Muhammad seconded the motion, which carried by a vote of 6-0.

DEPARTMENTAL REPORTS
Planning Department
Planning & Zoning Administrator Steve Blount gave the monthly Planning report and briefed the Board on concepts for an Environmental Arts Center at the Stanback Forest.; Planner Kyle Harris gave the monthly report, and reported that we were approved for a 14-month extension to use the CDBG Funds

that we were granted. Staff will be required to submit documents by September 10th to ensure we meet Federal and State requirements.

Code Enforcement Department
Code Enforcement Officer James Osborne gave the monthly Code Enforcement report emphasizing the public information session on Bamboo Control.

Police Department
Chief Mike File gave the monthly Police Department report; plans to increase school checks and to orient all officers to be more familiar with all North Rowan schools. 5 open positions still and 2 new BLET candidates, class starts August 8th. August 2nd National Night Out Event located in Town Hall parking lot from 5:30 p.m. -8:00 p.m.

Fire Department
Fire Chief Michael Lanning gave the Fire Department report; a Deputy Chief has been assigned, a five-year tenure part time employee. One of the full-time Fire Lieutenants has resigned and we have posted the position internally.

Public Works Department
Public Works Director Joel Taylor gave the monthly Public Works Department report; CCAP update meeting on July 27th at 2:00 p.m. Confirmed he contacted Rodney with City of Salisbury Transportation and he was advised to hold off on the bus shelter for now.

Finance Department
Bookkeeper John Sofley gave the monthly Finance Department report; $200,000 revenue plus and showing a healthy year financially.

CONSIDER APPROVING FY 21 FINANCIAL AUDIT CONTRACT EXTENSION
Bookkeeper Sofley reported to the Board that he has reviewed statements with the auditor Nick (RH CPAs) and they had discovered some bad links. Statements are now balanced and statistical statements, etc. we are looking to be near the end. The Auditor was sick today and unable to send the audit without the updated contract extension. Suggestion to the Board is to approve the contract extension.

<u>Action</u>
Alderwoman Sledge moved to approve the FY21 financial audit contract extension. Alderman Muhammad seconded the motion, which carried by a vote of 5-1 (Miller- nay).

Library Report
Town Clerk Stacy Craven gave the monthly Library report.

TOWN MANAGER REPORT
Manager Franzese gave his monthly report; He appreciates the Staff. The backup generator we received was incorrect and for propane instead of natural gas. It has been removed from the premises and no new date has been provided of when it should arrive. Spencer was 1 of 30 communities awarded $900,000 for funding of revitalization in the Downtown Park Area in front of the new Town Hall building. More PARTF updates to come in September.

REQUESTS & COMMENTS BY THE MAYOR AND BOARD MEMBERS

Mayor Williams:

- No comment currently.

Alderwoman Sledge:

- Reminding all the summer feeding program Monday- Friday beginning at 11:05 a.m. for a meal at Central Methodist Church during the summer for children 3-18 years of age. "Bread-Riot" on tomorrow 11- 1:00 p.m. and the recurring on some Wednesdays so please come out and get the items.

Alderman Muhammad:

- Thank you to all the members of the Staff and BOA. It's good to see activities involving the community. Food Truck Events would be good to see come back and utilize the parking lot.

Mayor Pro Tempore Secreast:

- Food Truck Fridays was a good hit! Thank you, Sam, for movie night. Big Thanks to those sprucing up their homes, it looks nice! Some Contractors from Texas working here are considering moving their business here and happy with being here.

Alderman Howe:

- Fireworks Show was amazing! Very full in attendance might I add. HPC is doing a great job. Face-to-face time as a Town/ Community & concerns about citizens who need help not all financial but cognizant of delivering tangible and non-tangible.

Alderman Morgan:

- We live in a world of unprecedented times we as a small community are doing great by our people. Commend all Staff as a calm in the eye of a storm.

Alderman Miller:

- I'd like to say that I've heard fewer complaints over the last 2 ½ - 3 years. Proud of the Staff here and to be apart. Commends the Board's ability to compromise to make Spencer a better community.

EXECUTIVE SESSION FOR THE PURPOSE OF CLIENT ATTORNEY LEGAL COUNSEL PER NC G.S. 143-318.11 (A)(1)

Alderwoman Sledge moved adjourn to executive session for the purpose of discussion of legal counsel per N.C. General Statute 143-318.11(a)(1). Alderman Howe seconded the motion which carried by a vote of 6-0. The regular meeting stood in recess at 8:41 p.m.

RECONVENE OPEN SESSION

Alderman Morgan moved to approve the motion of reconvening open meeting. Alderwoman Sledge seconded the motion which carried by a unanimous vote of 6-0.

Mayor Williams reconvened the meeting at 8:54 p.m.

ADJOURNMENT
Alderman Morgan moved to adjourn the regular meeting. Alderman Muhammad seconded the motion which carried by a unanimous vote of 6-0. The meeting stood adjourned at 8:55 p.m.

Approved by: Attest:

_______________________________________ _______________________________________

Jonathan D. Williams
Mayor

Stacy Craven
Town Clerk

704-633-2231
townofspencer.com

SPENCER
NORTH CAROLINA
Rowan's Original Gateway.

Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM
(PLACEHOLDER)

Board Meeting Date: 8/9/2022

Issue under Consideration:	**Mayor and Board of Aldermen to consider awarding a contract for construction of the Yadkin River Trailhead and authorizing the Town Manager to execute the construction contract.**
Current Status:	XYZ Construction has submitted a bid of $$$$ for the trailhead project.
Points to Consider:	The amount of the bid is within the project budget.
Financial Impact:	Funds for this project have been raised from Friends of Rowan, the Carolina Thread Trail, and the Recreational Trail Program. (NC State Parks)
Options:	The Board has the option to award, or not award, the contract.
Recommendations:	Staff recommends that the Mayor and Board of Aldermen award the contract in the amount of $$$$$ and authorize the Town Manager to execute the contract.
Department:	Special Projects Planning / Administration

704-633-2231
townofspencer.com

SPENCER
NORTH CAROLINA
Rowan's Original Gateway.

Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 8/9/2022

Issue under Consideration:	**Mayor and Board of Aldermen to consider authorizing the Mayor to execute an agreement with the North Carolina Department of Commerce for a Rural Transformation Grant.**
Current Status:	The Town of Spencer has been awarded a Rural Transformation Grant in the amount of $900,000.00.
Points to Consider:	The pursuit of grant funds is an on-going aspect of town administration. This particular grant provides funding for the proposed Spencer Town Park.
Financial Impact:	The Rural Transformation Grant is $900,000.00 and requires no local match. These funds will be applied toward the Town Park and, in concert with other grant opportunities and fundraising efforts, will provide a significant portion of the overall project budget.
Options:	The Board has the option to accept or decline the grant.
Recommendations:	Staff recommends that the Mayor and Board of Aldermen authorize the Mayor to execute the grant agreement.
Department:	Special Projects Planning / Administration

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

July 14, 2022

Re: Your DocuSign and Reply is Requested

Subrecipient: Town of Spencer

Contract Agreement for Grant Number: SA-0210

Project Title: Spencer Town Park - Multi Use Pavillion and Amenities

Dear Chief Elected Official Jonathan Williams

Enclosed for your review is a complete set of contract documents required to finalize the grant award from the North Carolina Department of Commerce, Rural Transformation Grant Fund. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	**Document Description:**	**DocuSigned By:**
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Chief Elected Offical - Unit of Local Government
Attachment A	Attachment A: Notice of Certain Reporting & Audit Requirements	No Signature Required
Attachment B	Attachment B: State Grant Certification – No Overdue Tax Debts	Chief Elected Official and– Unit of Local Government
Attachment C	Attachment C: General Terms and Conditions	No Signature Required
Attachment D	Attachment D: Federal Funding Accounting and Transparency Act (FFATA)	Cheif Elected Official – Unit of Local Government. Answer all questions.

Execute these documents via DocuSign. If you have any questions or if I can be of any assistance, please contact me at hazel.edmond@commerce.nc.gov.

Sincerely,

Hazel S. Edmond

Hazel S. Edmond
Director, Rural Transformation Grant Fund

Enclosure

This Contract is hereby entered into by and between the **North Carolina Department of Commerce** (the "Agency") and Town of Spencer (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:**

This Contract consists of the following documents:
1. This Contract
2. Notice of Certain Reporting and Audit Requirements (Attachment A)
3. Certification of No Overdue Tax Debts (Attachment B)
4. The General Terms and Conditions (Attachment C)
5. Federal Funds Accountability and Transparency Act Disclosure (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all oral and written statements, negotiations, or agreements made, communicated, negotiated, or entered into prior to or contemporaneously with the full execution of this Contract.

2. **Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:**

This Contract shall be effective on **June 15, 2022, and** shall terminate when all funds disbursed by the Agency to the Grantee under this Contract have been expended by the Grantee for the purposes authorized by the North Carolina General Assembly and stated herein, unless terminated sooner under the terms of this Contract. All eligible expenditures must be incurred or obligated by **December 31, 2024,** and expended by **December 31, 2026,** as allowed by federal law and regulation.

4. **Grantee's Duties:**

The North Carolina General Assembly has authorized funds from the State Fiscal Recovery Fund to be appropriated to the Agency for Rural Downtown Transformation grants. This Contract allocates grant funds from the Agency to Town of Spencer in order to fully leverage resources toward enhancing their communities' prospects for economic growth pursuant to S.L. 2021-180, the State Appropriations Act of 2021, and the Committee Report (together the "Authorizing Legislation") authorizes and directs the Agency to administer this grant. The Grantee acknowledges these funds are federal Coronavirus State Fiscal Recovery Funds ("SFRF") authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, deposited in the state Treasury, and appropriated in North Carolina by the Authorizing Legislation. The North Carolina Office of State Budget and Management (OSBM) has determined that this project is provision of government services within the State's calculated reduction of revenue due to the COVID-19 public health emergency, to be administered and reported under Expenditure Category 6.1 under the US Department of the Treasury's (the "Treasury") Compliance and Reporting Guidance (updated February 28, 2022).The Grantee shall implement the grant and ensure that all funds are expended in accordance with the Authorizing Legislation, 09 NCAC 03M which incorporates by State Regulation 2 CFR 200 Subpart E Cost Principles, 2 CFR 200 Subpart F Audit Requirements, all applicable State and Federal laws, and Treasury guidance for use of these funds. The Grantee will ensure that the sub-grantee(s), sub-sub-grantee, etc. comply with all applicable laws, regulations, guidance, and reporting requirements. The Grantee shall not use grant funds for debt service, to replenish financial reserves, or to satisfy an obligation arising from a judicial settlement or judgment. The grant funds allocated herein are not to be used for research and development as defined in 2 CFR 200.87. The Grantee acknowledges that the interpretation of the standards applicable to these funds may change with additional Treasury guidance or Congressional or state action and agrees to comply with future standards.

5. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $ 900000.00

[**X**] a. There are no matching requirements from the Grantee.

[ ] b. The Grantee's matching requirement is $__________, which shall consist of:
[ ] In-kind [ ] Cash
[ ] Cash and In-kind [ ] Cash and/or In-kind

The total contract amount is $ 900000.00

6. Conflict of Interest Policy:

Grantee shall file with the Agency a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body. The policy shall prohibit such individuals from directly or indirectly benefitting (other than by receipt of any normal compensation from the Grantee) as a result of the Grantee's disbursement of State funds, including any benefit derived from contracting with the Grantee or owning or contracting with a sub-grantee or sub-sub-grantee. The policy shall include actions to be taken by the Grantee, the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds. Additionally, every Grantee must identify for the Agency any conflicts of interest existing under its policy prior to the execution of this Contract and must promptly inform the Agency of any conflict of interest of which it becomes aware during the term of this Contract.

7. Statement of No Overdue Tax Debts:

The Grantee shall file with the Agency a sworn written statement pursuant to N.C.G.S. 143C-6-23(c) (Attachment B), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level. A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1. Grantee acknowledges that the written statement must be filed before Agency may disburse the grant funds.

8. Letter of tax- exempt status:

If applicable, the Grantee shall file with the Agency a copy of Grantee's IRS federal tax-exempt letter.

9. Reporting Requirements:

The Agency has determined that this Contract is subject to the reporting requirements described in the attached Notice of Certain Reporting and Audit Requirements (Attachment A), which is part of this Contract. The Grantee shall comply with all of the reporting requirements and provisions described in Attachment A hereto.

In addition to the reporting requirements and provisions described in Attachment A and the other reporting requirements described in this Contract, the Grantee further agrees to submit to the Agency's Director of the Rural Transformation Grant Fund an Annual Report to enable the Agency and its Fiscal Services Division to track the status of the Grantee's expenditures of grant funds on a periodic basis. The Grantee shall continue to complete and send said Annual Reports to the Agency's Director of the Rural Transformation Grant Fund until all grant funds received under this Contract have been expended and all such expenditures have been fully reported to the Agency's Director of the Rural Transformation Grant Fund. When submitting said Annual Reports, the Grantee shall also submit a brief narrative paragraph for each such Report summarizing the performance objectives of expenditures and any interest earned by the Grantee from the grant funds.

The Grantee will ensure that the sub-grantee(s), sub-sub-grantee, etc. make available information necessary for the Grantee and the Agency to fulfill their respective reporting requirements. The Grantee will implement reporting deadlines for the subgrantee(s), sub-sub-grantee, etc. that provide adequate time for review by the Grantee and the Agency in order for the Grantee and the Agency to meet their respective reporting deadlines. In the event such reports are requested by the Agency, the Grantee will additionally provide monthly program and expenditure reports in the form prescribed by the Agency. The Agency will establish the form and schedule for the submission of reports under this Paragraph and the Grantee will ensure that all reports are materially complete and submitted to the Agency by the date set by Agency.

10. Payment Provisions:

Payment shall be made in accordance with the State's Cash Management Plan.

11. Disbursements:

In addition to the other requirements set forth above and in the attached documents concerning the disbursement of grant funds by the Grantee (including any sub-grantee(s) and sub-sub-grantee(s)), as well as all requirements imposed on grant fund expenditures by applicable law, rules, and regulations, the Grantee acknowledges and agrees, as an express condition of this Contract, to make disbursements of all grant funds in accordance with the following requirements:

a. The Grantee shall implement adequate internal controls over all disbursements;
b. The Grantee shall pre-audit all vouchers presented to it for payment to determine:
    - The validity and accuracy of the requested payment;
    - The payment due date;
    - The adequacy of all documentation allegedly supporting the requested payment; and
    - The legality of all disbursements and requested disbursements;
c. The Grantee shall assure adequate control of signature stamps and plates;
d. The Grantee shall assure adequate control of all negotiable instruments; and
e. The Grantee shall implement adequate procedures to ensure that its account balance is solvent and shall reconcile its account monthly.

12. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other states within the United States or to other countries, if any. The Grantee further acknowledges that it may not outsource to any other state or territory or to any other country any jobs related to this Contract during the term of this Contract without obtaining the prior written approval of the Agency.

13. Ethics Law Compliance:

The Grantee acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, the Grantee, its officers, agents, and employees shall be and are subject to the provisions of the North Carolina State Government Ethics Act, N.C. Session Law 2006-201, House Bill 1843; Session Law 2007-348, House Bill 1111 (the "Ethics Act"). The Grantee further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-grantees or sub-sub-grantees, the Grantee shall, by contract, ensure that the provisions of the Ethics Act are made applicable to and binding upon any and all of the Grantee's sub-grantees, sub-sub-grantees, etc.

14. Cost Principles:

The Grantee acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in 2 CFR Part 200 Subpart E – Cost Principles (http://www.ecfr.gov/). The Grantee further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-grantees or sub-sub-grantees, the Grantee shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-grantees, sub-sub-grantees, etc. in their handling, use, and expenditure of the funds awarded to the Grantee hereunder.

The Grantee may use funds for administering this SFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. The Grantee is permitted to charge both direct and indirect costs as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and the Grantee may not charge the same administrative costs to both direct and indirect cost categories, or to other programs.

15. Final Reports and Certifications:

The Grantee shall file all reports and certifications, as described and required by Attachment A to this Contract, concerning its receipt, handling, and expenditure of all grant funds awarded hereunder, including any interest earned by the Grantee from such funds, with the Agency's Director of the Rural Grant Transformation Fund.

16. Monitoring and Auditing:

The Grantee acknowledges and agrees that, from and after the date of execution of this Contract and for the longer of 1) five (5) years after all State Fiscal Recovery Funds have been expended or returned to Treasury or 2) five (5) years following its termination, the books, records, documents, and facilities of the Grantee are subject to being audited, inspected, and monitored at any time by the Agency upon its request (whether in writing or otherwise), State or Federal auditors, and/or the Treasury. The Grantee and its officers, agents, and employees shall make the Grantee's books, records, documents, and offices/facilities available to all authorized personnel for inspection, audit, and monitoring upon request, shall answer any questions posed to them by the auditing agency, and shall provide the requesting agency, upon its request, with any documents, records, or information sought by the auditing agency in its efforts to monitor and audit the Grantee's activities regarding the funds awarded under this Contract. The Grantee further agrees to keep and maintain all of its books, records, and documents relating in any way to the grant funds awarded hereunder as described in Attachment A subject to the longer timelines described in this paragraph. Because SFRF is a single federal award it may be necessary to keep records of all project expenditures, including record-keeping by subrecipients, until the longest of the timelines runs. Therefore, the Grantee agrees to seek specific written authorization from the Agency for destruction of any records prior to five years after all SFRF funds have been expended or returned to Treasury.

Grantee shall comply with the single audit requirement as set out in 09 NCAC 03M .0205(a)(3) and (b)(4).

17. Procurement:

Grantee must have a written Procurement Policy that meets the requirements for non-state entities as set forth in 2 CFR 200.317 – 2 CFR 200.327. Grantee must contract for the procurement of goods, services and construction projects, including design services. The procurement procedures must comply with applicable federal, State and local laws and should describe efforts to encourage minority businesses and female owned businesses to submit bids. Grantees must enter procurement solicitations for any contract in excess of $50,000 in the Statewide Interactive Purchasing System (IPS).

18. Environmental Review:

Grantee must comply with the requirements of the North Carolina State Environmental Policy Act. Grantee is required to complete an Environmental Review provided by the Agency before the Agency disburses the grant funds.

19. Labor Standards:

Grantee is encouraged to adhere to strong labor standards, including the use of project labor agreements and community benefits agreements that offer wages above the prevailing rate and that include local hire provisions.

20. Real Property:

Title to real property acquired with grant funds shall vest upon acquisition in the Grantee. Acquired real property shall be subject to the provisions in 2 CFR 200.311 and remain vested in the Grantee and shall be used for the originally authorized purpose so long as needed for that purpose. Real property acquired with grant funds shall not be encumbered or disposed of except in accordance with 2 CFR 200.311. Grantee shall submit annual reports on the status of real property to the Agency's Director of the Rural Transformation Grant Fund in accordance with 2 CFR 200.330.

21. Grant Agreement With Sub-Grantee(s):

In the event that the Grantee grants to a sub-grantee, a sub-sub-grantee, etc. any of the grant funds awarded to the Grantee hereunder, the Grantee must retain a signed copy of the contract, letter, or agreement pursuant to which the grant funds awarded to the Grantee hereunder are granted to a sub-grantee, a sub-sub-grantee, etc. The Grantee's agreement or contract with the sub-grantee, sub-sub-grantee, etc. shall comply with the requirements established by this Contract and applicable State and Federal laws, regulations, guidance, and reporting requirements. The Grantee shall insure that the sub-grantee, sub-sub-grantee, etc. fulfills its duties and obligations under the contract, letter, or agreement.

22. Repayment of Grant Funds to Agency:

In the event that the Grantee, either directly or indirectly (e.g., through a sub-grantee or sub-sub-grantee), commits any breach of this Contract which the Grantee fails to fully cure within thirty (30) days of its receipt of written notice from the Agency of said breach, the Agency may make demand in writing of the Grantee that it repay the Agency so much of the grant funds awarded under this Contract, up to and including 100% of the amount of the award made under this Contract. In such an event, the Grantee shall repay said amount to the Agency within thirty (30) days of its receipt of said demand for repayment, as well as any interest earned by the Grantee on said amount.

In addition, in the event that this Contract should be terminated by the Parties or otherwise comes to an end prior to the time when the Grantee, its sub-grantee(s), any sub-sub-grantee(s), etc. have expended all of the funds awarded under this Contract, the Grantee shall, within thirty (30) days of said termination or contract end, return to the Agency all such unexpended funds, as well as any interest earned by the Grantee on such funds. Furthermore, the Grantee shall, by contract, ensure that, in the event that its sub-grantee(s) enter into any sub-sub-grant agreements involving any of the funds awarded hereunder, all such sub-grantees, sub-sub-grantees, etc. are required to repay to their grantee(s) all such unexpended funds, as well as any interest earned by the sub-grantee or sub-sub-grantee on such funds, so that the Grantee can return those unexpended funds and interest to the Agency within thirty (30) days of the termination or other end of this Contract. In any event, the Grantee shall be and remain liable to the Agency for the repayment to the Agency of all grant funds that are unexpended (either by the Grantee or any sub-grantee, sub-sub-grantee, etc.) at the time of the termination or other end of this Contract, as well as the repayment of any interest earned by the Grantee, sub-grantee or sub-sub-grantee on such funds at that time.

23. Termination:

Subject to the provisions of paragraph 19 of this Contract, this Contract may be terminated in accordance with the provisions set forth in Attachment
C hereto; however, the reporting, monitoring, and audit requirements and provisions of this Contract shall survive any such termination.

24. Non-Discrimination Certification:

The Grantee certifies its compliance with Civil Rights laws, including Title VI of the Civil rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department's implementing regulations at 31 CFR part 23. The Grantee will also seek certification of compliance as may be required of Sub-grantees and contractors. The Grantee acknowledges that it must cooperate in demonstrating its efforts on behalf of the State as may be required by the Treasury.

25. Federal Funds Accountability and Transparency Act

Prior to the disbursement of funds, the Grantee will complete and submit Attachment D to the Agency. The Federal Funds Accountability and Transparency Act (the "FFATA") requires public disclosure of executive compensation in certain federally funded organizations. Prior to the disbursement of funds that Grantee will provide written certification stating whether 1) The Grantee received 80% or more of its annual gross revenues from federal awards (contracts or subcontracts, loans, grants or subgrants, cooperative agreements) and whether 2) The total of the Grantee's annual federal awards equaled or exceeded $25,000,000? If the answer to both questions is "yes," then the Grantee must publicly report the compensation information of its five most highly compensated executives. The Grantee may comply by certifying that this is done through periodic reporting under the Securities Exchange Act of 1934 under 15 USC 78m(a) or 15 USC 78o(d), or under the Internal Revenue Code of 1986 Section 6104, If not already reported, the names and compensation of the five most highly compensated executives must be provided to the Agency as a precondition to receiving federal funds.

The Grantee will provide all information requested by the Agency to allow the State to document compliance with the FFATA, which may include:

- Subrecipient identifying and demographic information (e.g., legal name, whether registered in SAM.gov, DUNS/UEI/TIN and location)
- Primary place of performance
- Related project identification number(s) (created by the recipient)
- Related project name(s)
- Period of performance start and end date
- Quarterly obligation amount
- Quarterly expenditure amount

26. Authorized Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

In Witness Whereof, the Grantee and the Agency have executed this Contract in duplicate, with one being retained by each party.

Town of Spencer

Signature	Date
Jonathan Williams	Chief Elected Official
Printed Name	Title

North Carolina Department of Commerce

Signature	Date
Kenny Flowers	Assistant Secretary, Rural Economic Development Division
Printed Name	Title

Grantee shall comply with all the rules and reporting requirements established by statute or administrative rules.

G.S. 143C-6-23 requires that every non-State entity that receives State funds from a State agency except any non-State entity subject to the audit and other reporting requirements of the Local Government Commission file annual grant compliance reports. All annual grant compliance reports must be filed with the Department of Commerce. Level 3 Grantee audit reports must be submitted via email as a .PDF file.

For convenience, the requirements of G.S. 143C-6-22 – 23, G.S. 143C-10-1 and 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

§ 143C-6-22. Use of State funds by non-State entities.

a) Disbursement and Use of State Funds. – Every non-State entity that receives, uses, or expends any State funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly. State funds include federal funds that flow through the State Treasury.

b) Compliance by Non-State Entities. – If the Director of the Budget finds that a non-State entity has spent or encumbered State funds for an unauthorized purpose, or fails to submit or falsifies the information required by G.S. 143C-6-23 or any other provision of law, the Director shall take appropriate administrative action to ensure that no further irregularities or violations of law occur and shall report to the Attorney General any facts that pertain to an apparent violation of a criminal law or an apparent instance of malfeasance, misfeasance, or nonfeasance in connection with the use of State funds. Appropriate administrative action may include suspending or withholding the disbursement of State funds and recovering State funds previously disbursed.

c) Civil Actions. – Civil actions to recover State funds or to obtain other mandatory orders in the name of the State on relation of the Attorney General, or in the name of the Office of State Budget and Management, shall be filed in the General Court of Justice in Wake County. (2006-203, s. 3.)

§ 143C-6-23. State grant funds: administration; oversight and reporting requirements.

a) Definitions. — The following definitions apply in this section:

1. Grant or grant funds. — State funds disbursed as a grant by a State agency; however, the terms do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

2. Grantee. — A non-State entity that receives State funds as a grant from a State agency but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

3. Encumbrance. — A financial obligation created by a purchase order, contract, salary commitment, unearned or prepaid collections for services provided, or other legally binding agreement. A financial obligation is not an encumbrance for purposes of this section unless it (i) is in writing and has been signed by a person or entity who has authority to legally bind the grantee or subgrantee to spend the funds or (ii) was created by the provision of goods or services to the grantee or subgrantee by a third party under circumstances that create a legally binding obligation to pay for the goods or services.

4. Subgrantee. — A non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

b) Conflict of Interest Policy. — Every grantee shall file with the State agency disbursing funds to the grantee a copy of that grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the disbursing State agency may disburse the grant funds.

c) No Overdue Tax Debts. — Every grantee shall file with the State agency or department disbursing funds to the grantee a written statement completed by that grantee's board of directors or other governing body stating that the grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level. The written statement shall be made under oath and shall be filed before the disbursing State agency or department may disburse the grant funds. A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by G.S. 143C-10-1.

d) Office of State Budget Rules Must Require Uniform Administration of State Grants. — The Office of State Budget and Management shall adopt rules to ensure the uniform administration of State grants by all grantor State agencies and grantees or subgrantees. The Office of State Budget and Management shall consult with the Office of the State Auditor and the Attorney General in establishing the rules required by this subsection. The rules shall establish policies and procedures for disbursements of State grants and for State agency oversight, monitoring, and evaluation of grantees and subgrantees. The policies and procedures shall:

1. Ensure that the purpose and reporting requirements of each grant are specified to the grantee.

2. Ensure that grantees specify the purpose and reporting requirements for grants made to subgrantees.

3. Ensure that State funds are spent in accordance with the purposes for which they were granted.

4. Hold the grantees and subgrantees accountable for the legal and appropriate expenditure of grant funds.

5. Provide for adequate oversight and monitoring to prevent the misuse of grant funds. These policies shall require each grantee and subgrantee to ensure that, for accounting purposes, State funds and interest earned on those funds remain separate and apart from other funds in the possession or control of the grantee or subgrantee.

6. Establish mandatory periodic reporting requirements for grantees and subgrantees, including methods of reporting, to provide financial and program performance information. The mandatory periodic reporting requirements shall require grantees and subgrantees to file with the State Auditor copies of reports and statements that are filed with State agencies pursuant to this subsection. Compliance with the mandatory periodic reporting requirements of this

subdivision shall not require grantees and subgrantees to file with the State Auditor the information described in subsections (b) and (c) of this section.

7. Require grantees and subgrantees to maintain reports, records, and other information to properly account for the expenditure of all grant funds and to make such reports, records, and other information available to the grantor State agency for oversight, monitoring, and evaluation purposes.

8. Require grantees and subgrantees to ensure that work papers in the possession of their auditors are available to the State Auditor for the purposes set out in subsection (i) of this section.

9. Require grantees to be responsible for managing and monitoring each project, program, or activity supported by grant funds and each subgrantee project, program, or activity supported by grant funds.

10. Provide procedures for the suspension of further disbursements or use of grant funds for noncompliance with these rules or other inappropriate use of the funds.

11. Provide procedures for use in appropriate circumstances for reinstatement of disbursements that have been suspended for noncompliance with these rules or other inappropriate use of grant funds.

12. Provide procedures for the recovery and return to the grantor State agency of unexpended grant funds from a grantee or subgrantee (i) in accordance with subsection (f1) of this section or (ii) in the event that the grantee or subgrantee is unable to fulfill the purposes of the grant for a reason not set forth in that subsection.

d1) Required Grant Terms. — The terms of each grant shall include all of the following, which shall be deemed a part of the grant:

1. The limitation contained in G.S. 143C-6-8 concerning the availability of appropriated funds.

2. The relevant provisions of any legislation authorizing or governing the administration of the grant.

3. The terms of this section.

e) Rules Are Subject to the Administrative Procedure Act. — Notwithstanding the provisions of G.S. 150B-2(8a)b. rules adopted pursuant to subsection (d) of this section are subject to the provisions of Chapter 150B of the General Statutes.

f) Suspension and Recovery of Funds to Grant Recipients for Noncompliance. — The Office of State Budget and Management, after consultation with the administering State agency, shall have the power to suspend disbursement of grant funds to grantees or subgrantees, to prevent further use of grant funds already disbursed, and to recover grant funds already disbursed for noncompliance with rules adopted pursuant to subsection (d) of this section. If the grant funds are a pass-through of funds granted by an agency of the United States, then the Office of State Budget and Management must consult with the granting agency of the United States and the State agency that is the recipient of the pass-through funds prior to taking the actions authorized by this subsection.

f1) Return of Grant Funds. — Except as otherwise required by federal law, a grantee or subgrantee shall return to the State all affected grant funds and interest earned on those funds if any of the following occurs:

1. The funds are in the possession or control of a grantee and are not expended, made subject to an encumbrance, or disbursed to a subgrantee by August 31 immediately following the fiscal year in which the funds are appropriated by the General Assembly, or a different period set forth in the terms of the applicable appropriation or federal grant.

2. The funds remain unexpended at the time that the grantee or subgrantee dissolves, ceases operations, or otherwise indicates that it does not intend to spend the funds.

3. The Office of State Budget and Management seeks to recover the funds pursuant to subsection (f) of this section.

f2) Use of Returned Grant Funds. — Encumbered funds returned to the State pursuant to subsection (f1) of this section by a grantee or subgrantee shall upon appropriation by the General Assembly be spent in accordance with the terms of the encumbrance. All other funds returned to the State by a grantee or subgrantee pursuant to subsection (f1) of this section shall be credited to the fund from which they were appropriated and shall remain unexpended and unencumbered until appropriated by the General Assembly. Nothing in this section shall be construed to authorize an expenditure pursuant to an unlawful encumbrance or in a manner that would violate the terms of the appropriation of the grant funds at issue.

g) Audit Oversight. — The State Auditor has audit oversight, with respect to grant funds received by the grantee or subgrantee, pursuant to Article 5A of Chapter 147 of the General Statutes, of every grantee or subgrantee that receives, uses, or expends grant funds. A grantee or subgrantee shall, upon request, furnish to the State Auditor for audit all books, records, and other information necessary for the State Auditor to account fully for the use and expenditure of grant funds received by the grantee or subgrantee. The grantee or subgrantee shall furnish any additional financial or budgetary information requested by the State Auditor, including audit work papers in the possession of any auditor of a grantee or subgrantee directly related to the use and expenditure of grant funds. The grantee or subgrantee shall post conspicuously in its office the State Auditor's hotline telephone number, as described in G.S. 147-64.6B(a).

h) Report on Grant Recipients That Failed to Comply. — The Office of State Budget and Management shall post online at regular intervals a list of all grantees or subgrantees that failed to comply with this section with respect to grant funds received in the prior fiscal year.

i) State Agencies to Submit Grant List to Auditor. — No later than October 1 of each year, each State agency shall submit a list to the State Auditor, in the format prescribed by the State Auditor, of every grantee to which the agency disbursed grant funds in the prior fiscal year. The list shall include the amount disbursed to each grantee and other information as required by the State Auditor to comply with the requirements of this section.

j) Use of Interest Earned on Grant Funds. — Except as otherwise required by federal law or the terms of a federal grant, interest earned on grant funds after receipt of the funds by a grantee or subgrantee shall be credited to the grantee or subgrantee and shall be used for the same purposes for which the grant or subgrant was made.

k) Reporting by Grantees and Subgrantees That Cease Operations. — A grantee or subgrantee that intends to dissolve or cease operations shall report that decision in writing to the Office of State Budget and Management and to the Fiscal Research Division at least 30 days prior to taking that action.

§ 143C-10-1. Offenses for violation of Chapter.

a) Class 1 misdemeanor. – It is a Class 1 misdemeanor for a person to knowingly and willfully do any one or more of the following:

1. Withdraw funds from the State treasury for any purpose not authorized by an act of appropriation.

2. Approve any fraudulent, erroneous, or otherwise invalid claim or bill to be paid from an appropriation.

3. Make a written statement, give a certificate, issue a report, or utter a document required by this Chapter, any portion of which is false.

4. Fail or refuse to perform a duty imposed by this Chapter.

b) Class A1 misdemeanor. – It is a Class A1 misdemeanor for a person to make a false statement in violation of G.S. 143C-6-23(c).

c) Forfeiture of Office or Employment. – An appointed officer or employee of the State or an officer or employee of a political subdivision of the State, whether elected or appointed, forfeits his office or employment upon conviction of an offense under this section. An elected officer of the State is subject to impeachment for committing any of the offenses specified in this section. (2006-203, s. 3.)

09 NCAC Subchapter 3M.0205 REPORTING REQUIREMENTS

a) There are three reporting levels established for recipients and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources.

The reporting levels are:

1. Level I – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year.

2. Level II - A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand ($25,000) or greater, but less than five hundred thousand dollars ($500,000) within its fiscal year.

3. Level III – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars ($500,000) within its fiscal year.

b) Agencies shall establish reporting requirements for recipients that meet the following reporting standards on an annual basis:

1. All recipients and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.

2. All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.

3. Level II and III recipients and subrecipients shall report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.

4. Level III recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

c) All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine months after the end of the recipient's fiscal year.

d) Agency-established reporting requirements to meet the standards set forth in Paragraph (b) of 9 N.C.A.C. 3M.0205 shall be specified in each recipient's contract.

e) Unless prohibited by law, the costs of audits made in accordance with the provisions of 9 N.C.A.C. 3M.0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

f) Notwithstanding the provisions of 9 N.C.A.C. 3M.0205, a recipient may satisfy the reporting requirements of Subparagraph (b)(4) of this Rule by submitting a copy of the report required under federal law with respect to the same funds.

July 14, 2022

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the Town of Spencer does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1

Sworn Statement:

Jonathan Williams being duly sworn, say that we are the Chief Elected Official respectively, of Town of Spencer of Spencer in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

____
Chief Elected Official

If there are any questions, please contact the North Carolina Office of State Budget and Management:
Mark Bondo @ (919) 807-4710

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(4): A non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting

requirements of the Local Government Commission.

(18)"Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting and Subgranting: Any subcontracts or subgrants entered into by the Grantee with grant funds shall be subject to all conditions of this Contract. Payment of all subcontractors and subgrantees shall be the sole responsibility of the Grantee, and the Agency shall not be obligated to pay for any work performed by any subcontractor or subgrantee. The Grantee shall be responsible for the performance of all subcontractors and subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract as a result of entering into subcontracts or subgrants. Additionally, if said Grantee subgrants any grant funds pursuant to this Contract, the Grantee shall submit a copy of its policies and/or procedures for monitoring subgrantees to the Agency.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract.

Insurance: During the term of the contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The grantee shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is sublet, the Grantee shall require the subgrantee to provide the same coverage for any of his employees engaged in any work under the contract.
(b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
(c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-

64.7. Additionally, as the State funding authority, the Agency and the Treasury, as the Federal funding authority, shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Certification Regarding Collection of Taxes: N.C.G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required taxes.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Attachment D: Federal Funding Accounting and Transparency Act (FFATA)
The State of North Carolina must report into the FFATA Subaward Reporting System which captures and report subawards and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

Town of Spencer

Unique Entity Identifier Number (UEIN):

Zip Code: 28159

Question 1: In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a UEI number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Question 2: Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a UEI number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

704-633-2231
townofspencer.com

SPENCER
NORTH CAROLINA
Rowan's Original Gateway.

Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 8/9/2022

Issue under Consideration:	**Mayor and Board of Aldermen to consider authorizing the Town Manager to execute an agreement with the North Carolina Department of Agriculture for a Streamflow Restoration Grant.**
Current Status:	The Town of Spencer has been awarded a Rural Transformation Grant in the amount of $280,251.
Points to Consider:	The pursuit of grant funds is an on-going aspect of town administration. This particular grant provides funding for the removal of woody debris from a flood prone section of Grant's Creek adjacent to the Town Limits and the Stanback Educational Forest expansion property.
Financial Impact:	The Streamflow Restoration Grant is $280,251 and requires no local match. Administrative costs (up to 10%) are reimbursable to the Town.
Options:	The Board has the option to accept or decline the grant.
Recommendations:	Staff recommends that the Mayor and Board of Aldermen authorize the Town Manager to execute the grant agreement.
Department:	Special Projects Planning / Administration

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

July 5, 2022

Joe Morris
Town of Spencer
Post Office Box 45
Spencer, NC 28159-0045

NOTIFICATION OF FUNDING OFFER

Dear Joe Morris,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that $280,251.00 for your project, StreamFlow Rehabilitation Program (StRAP), was approved.

The original contract packet must be completed and returned to the NCDA&CS, making sure that the contracts and certain forms have been signed, dated, and witnessed. Since this is a witness contract, there are two (2) options to complete the contract. It is acceptable to have everyone sign the contract electronically or submit two (2) original signed contracts. Depending on the method you choose, please return as shown below:

Electronic Signed Contract:	*Original signatures email:*
Heather Reichert Administrative Specialist Heather.reichert@ncagr.gov	Heather Reichert, Administrative Specialist N.C. Department of Agriculture & Consumer Services, Division Name 1614 Mail Service Center Raleigh, NC 27699-1614

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. All authorized representative signatures must be in **blue or black** ink. Please use the Contract Check Off List to ensure all attachments are included and are in the correct order for each contract packet. **Failure to complete and return the contract packets within 60 days of this letter or the deadline of any written extension provided will result in funding cancellation for the project.**

One fully-executed, an original contract will be returned to you for your records. If you have any questions about your contract or any of the forms contained in your offer packet, please call Heather Reichert at 919-707-3768, or feel free to send an email to heather.reichert@ncagr.gov.

I would like to take this opportunity to thank you for participating in the StreamFlow Rehabilitation Program (StRAP).

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures
cc: Heather Bruce, Grants Manager

Email: David.Smith@ncagr.gov
1001 Mail Service Center, Raleigh, North Carolina, 27699-1001
(919) 707-3033 ● Fax (919) 715-0026

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State Funds)

INSTRUCTIONS: Check the "Yes" boxes in the left column for the document titles that are being returned with the two signed, dated and witnessed copies of the contract, with signatures in blue ink. Be sure to include all the other documents specified in your contract package. If "No" has been checked off for you, that document is not required for this grant program or project.

GRANTEE ORGANIZATION NAME: **Town of Spencer**

PROJECT TITLE/NAME: **Streamflow Rehab Assistance Program**

CONTRACT #: 22-080-4078

GO Entities Only Check One Box				***Document Title***	***Department Use – Documents Attached or On File***				***Grants and Contracts- Documents Attached or On File***			
	Yes		No	Contractual "Check Off List for Grantee		Yes		No		Yes		No
	Yes		No	Contract Cover (To be signed, dated & witnessed)		Yes		No		Yes		No
	Yes		No	Attachment A – General Terms and Conditions – Government/University		Yes		No		Yes		No
	Yes		No	Attachment B – Scope of Work (includes Timeline and Line Item Budget)		Yes		No		Yes		No
	Yes		No	Attachment C – Certifications and Assurances Section		Yes		No		Yes		No
	Yes		No	Attachment D – NC OpenBook Supplemental Information		Yes		No		Yes		No
	Yes		No	Attachment E – Signature Card		Yes		No		Yes		No
	Yes	X	No	Attachment F – StreamFlow Assistance 50% Progress Report***		Yes	X	No		Yes		No
	Yes	X	No	Attachment G – Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report***		Yes	X	No		Yes		No
	Yes	X	No	Attachment H- Request for Payment form***		Yes	X	No		Yes		No
				** NC Substitute W-9 and VEP forms are already on file and won't be required to be collected with contract.								

Rev. 6/17, 4/22

***Attachments F, G and H do NOT need to be returned with the final contract

Departmental Use Only

CENTER: **2740**
ACCOUNT: **536431**
AMOUNT: **$280,251**
TIME PERIOD: **June 1, 2022-Dec. 31, 2024**

STATE OF NORTH CAROLINA
COUNTY OF WAKE

North Carolina Department of Agriculture and Consumer Services
Division of Soil & Water Conservation

Streamflow Rehabilitation Assistance Program– Government

CONTRACT # 22-080-4078

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water** (the "Agency") and Town of Spencer, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-56001339 and is physically located in Rowan County and is further located at Post Office Box 45 Spencer NC 28159-0045.

The purpose of this Contract is to assist in protecting and restoring the integrity of drainage infrastructure through routine maintenance to existing streams and drainage ways. The Grantee's project title is Streamflow Rehabilitation Assistance Program. This Contract is funded by State appropriations provided through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). Funds awarded under this Contract must be used for the purposes for which they are intended and provided in Session Law 2021-180, Senate Bill 180 Section 5.9(k)-(o).

The Grantee's fiscal year ends June 30.

Contract Documents:

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Scope of Work providing details on the stream debris removal and watershed structure projects and timelines (Attachment C)
4. NC Openbook Supplemental Information (Attachment D)
5. Signature Card (Attachment E)
6. Streamflow Rehabilitation Assistance Program (StRAP) Quarterly Progress Report (Attachment F)
7. Streamflow Assistance 50% Progress Report (Attachment G)
8. Request for payment form (Attachment H)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

I. Precedence Among Contract Documents:

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. Effective Period:

This Contract shall be effective on **June 1, 2022**, and shall terminate on **December 31, 2024,** with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. Grantee's Duties:

- The Grantee has 60 days to return the original contract from the offer letter. If more than 60 days is needed, a written explanation providing a detailed explanation for the extension need is required. The letter will also need to include a date that the contract will be signed and returned. The letter will be subject to approval. Failure to return the contract within 60 days or a written explanation will result in funding cancellation for the project.
- The Grantee shall provide the planned repairs to the named stream/drainage channels and watershed projects listed in Attachment B, Scope of Work. The Grantee shall be responsible for obtaining necessary landowner authorization for site access and all permits needed to complete the planned work.
- Grantee will need to have *Fifty percent (50%) of award funds committed* (i.e., encumbered) with vendors by **February 28, 2023**. If by February 28, 2023, this condition hasn't been met, the grantee's remaining unencumbered funds are subject to reversion and reallocation by the Commission.

IV. Agency's Duties:

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed $280,251.00. The funds are provided from State appropriations allocated through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). By **February 28, 2023**, fifty percent (**50%**) of the award amount $140,125.50 should be encumbered by contracts.

[X] a. There are no matching requirements from the Grantee.
[ ] b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In Kind	$
	Cash	$

[ ] c. The Grantee's matching requirement is , which consists of:

	NRCS	
	Cash	$

The total Contract amount with matching funds is $ $280,251.00.

V. Conflict of Interest Policy:

The Agency has determined that the Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(b). Therefore, the Grantee is <u>not</u> required to file a Conflict-of-Interest Policy with the Agency prior to disbursement of funds.

VI. Statement of No Overdue Tax Debts:

The Agency has determined that Grantee is a government agency and is not subject to N.C.G.S. § 143C-6-23(c). Therefore, the Grantee is <u>not</u> required to file a Statement of No Overdue Tax Debts with the Agency prior to disbursement of funds.

VII. Reversion of Unexpended Funds:

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

VIII. Reporting Requirements:

- State Reporting Requirements [N.C.G.S. 143C-6-23]:
    - The Agency has determined that the Grantee is a governmental entity and is not subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does not have to file annual electronic reports with the NC Office of State Budget & Management.
- Agency Reporting Requirements:
    - The Grantee shall submit quarterly progress reports, with each report due on or before the last day of January, April, July, and October, continuing until the project is complete and final project report is approved.
    - First report will be due on or before the last day of October 2022.
    - The quarterly report will be submitted using the form shown as <u>***Attachment F***</u><u>*- Streamflow Rehabilitation Assistance Program (StRAP) Progress Report*</u>. This report will be used for the quarterly and final report. Each report shall include a narrative summary of the work completed each quarter and for the project to date and a summary of cash and in-kind expenditures for the quarter and total project.
    - The quarterly progress report is required even if no activity has occurred for the quarter and no reimbursement is requested for the quarter.
    - Grantee shall submit a <u>*Streamflow Assistance 50% Progress Report (****Attachment G****)*</u> by **end of business hours on February 28, 2023**. The report will provide detailed information on the contracts that have been approved and executed for the project. This report requires the grantee to show 50% of contract funds being encumbered by contracts. The report needs to be submitted to the Agency contract administrator via email. The report is also subject to the review and approval of the Soil & Water Commission.
    - Grantee shall submit a Final Financial report and Final Invoice no later than 60 days after the expiration or termination of this Contract.
    - Grantee will provide award letters for any subgrant.
    - Failure to submit timely and accurate reports will delay action on submitted invoices. Repeated reporting issues can also result in further discussion with the Soil & Water Commission to determine continued participation in the program.

IX. Payment Provisions:

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using <u>***Attachment H***</u><u>*- StreamFlow Rehabilitation Assistance Program Project Invoice Form*</u>, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be made within 30 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

For sites for which this contract is supplementing USDA Emergency Watershed Protection Program (EWPP) funding, completed work must also satisfy EWPP requirements prior to payment being authorized.

A portion of the funds awarded to the Grantee may be used to reimburse actual documented engineering, technical assistance, and administrative expenses for the project, excluding any salary, benefits, and operating expenses that would normally have been paid by the Grantee. Reimbursement of engineering, technical assistance, and administrative expenses shall be limited to 15% of total reimbursed expenditures.

The Grantee shall expend funds in accordance with G.S. 143C-6-23 (f1)(f2)(j). The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Program Project Invoice" form. Eligible uses of income earned are:

- Expanding the project or program.
- Continuing the project or program after grant ends; or
- Supporting other projects or programs that further the broad objectives of the grant program.

This contract can be terminated prior to the original end date once the Grantee completes their final report. If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by a final invoice. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual" https://www.osbm.nc.gov/budget/budget-manual

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

Indirect costs are not allowable expenditures under this Contract.

X. Fraud, Waste and Abuse

Grantee, including its employees, contractors, agents, interns, or any subrecipients, shall report suspected fraud, waste and abuse activities related to any state employee, vendor or sub recipient of state funds or state resources.

There are three methods for reporting suspected fraud, waste or abuse (FWA). Grantee can report suspected FWA directly to the Agency's Audit Services Division, to any member of the Agency's management team or through the FWA reporting website below.

N.C.G.S. 143-748 permits Audit Services to treat all information as confidential. However, if an individual wishes to remain anonymous, reports can be submitted through the FWA reporting website: https://www.ncagr.gov/internalaudit/ReportForm.htm

Under no circumstances should an individual attempt to personally conduct investigations or interviews /interrogations related to any suspected FWA act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct.

It is the Agency's policy that employees/contractors/sub recipients/interns will not suffer retaliation or harassment for reporting in good faith any FWA concerns. The Agency encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be unsubstantiated.

XI. Contract Administrators:

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Heather Reichert **1614 Mail Service Center** **Raleigh, NC 27699-1614** Telephone: 919-707-3768 Email: heather.reichert@ncagr.gov Grants & Contracts General Email: agr.grants@ncagr.gov	Heather Reichert Division of Soil & Water Conservation 216 West Jones Street Raleigh, NC **27603**

For the Grantee:

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Joe Morris Town of Spencer Post Office Box 45 Spencer, NC 28159-0045 704-633-2231 jmorris@spencernc.gov	**Same**

XII. Supplementation of Expenditure of Public Funds:

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State, and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

XIII. Disbursements:

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- Will implement or already have implemented adequate internal controls over disbursements.
- Pre-audit all invoices presented for payment to determine:
    - Validity and accuracy of payment
    - Payment due date
    - Adequacy of documentation supporting payment
- Legality of disbursement
- Assure adequate control of signature stamps/plates.
- Assure adequate control of negotiable instruments; and
- Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XI. Outsourcing:

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. N.C.G.S. § 133-32 and Executive Order 24:

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

(This space is internally left blank)

XV. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract as an electronic original, each party will be provided a fully executed copy via electronic mail. It is required that each party retain a fully executed copy of this contract.

Grantee: ____

____
Signature of Authorized Representative Date

____
Printed Name Title

Witness:

____
Signature Date

____
Printed Name Title

North Carolina Department of Agriculture and Consumer Services

____
Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

PUBLIC SECTOR CONTRACTS (Including Local Governments)

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

(1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.

(2) "Audit" means an examination of records or financial accounts to verify their accuracy.

(3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.

(4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

(5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.

(6) "Fiscal Year" means the annual operating year of the non-State entity.

(7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.

(8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

(9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.

(10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.

(11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.

(12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.

(13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.

(14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.

(15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

(16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.

(17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent Contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the Contract documents are to be considered approved upon award of the Contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

(a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
(b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, including any of its Divisions, and any of its officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.
In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made.

Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

Executive Order 24: In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S.§ 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, vendor, or grantee), is prohibited from making gifts or giving favors to any employee of the Agency of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

(a) have a Contract with a governmental Agency; or
(b) have performed under such a Contract within the past year; or
(c) anticipate bidding on such a Contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all Contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the Contract to verify accounts and data affecting fees or performance).

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters whether sounding in Contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates shall be used. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

Indirect Costs Policy: The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all State funded grant applications and/or grant guidance, informational or directional documents.

Allowable Uses of State Funds: Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) CFR Title 2, Part 200 Uniform Administrative Requirements, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

ATTACHMENT B

Streamflow Rehabilitation Assistance Program Scope of Work v.1						
Applicant Name:	Town of Spencer					
Payee Name	Town of Spencer		Payee Tax ID		56-56001339	

STREAM DEBRIS REMOVAL Revised Scope of Work (Insert Additional Lines as Needed)

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage	Planned Repair and Removal from Floodplain	Number of Known Beaver Dams	Estimated Cost to Repair
A	Grants Creek (1)	4821	Woody Debris	Removal & disposal		$120,525
B	Grants Creek (2)	6390	Woody Debris	Removal & disposal		$159,726
TOTALS:		11211				$280,251

PL-566 WATERSHED STRUCTURE Revised Scope of Work (Insert Additional Lines as Needed)

	PL-566 Watershed Project Name	Watershed Project Structure Number	Description of Needed Repair	Description of Planned Repair	Estimated Cost to Repair
A					
B					
C					
D					
E					**0**

Project Timeline

	Time Period	Milestones
A	July - Sept 2022	Scope of Work / Due Deligence / Bid Preparation
B	Oct - Dec 2022	Request for Bids / Award Contracts
C	Jan - Mar 2023	Begin Work
D	Apr - June 2023	Contract Completion (Estimated)
E	July - Sept 2023	
F	Oct - Dec 2023	
G	Jan - Mar 2024	
H	Apr - June 2024	
I	July - Sept 2024	
J	Oct-Dec 2024	

CERTIFICATIONS REGARDING LOBBYING, NONPROCUREMENT, DEBARMENT, SUSPENSION AND DRUG-FREE WORKPLACE

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 2 CFR, Subtitle B, Chapter IV, Part 417, "Nonprocurement Debarment and Suspension," Part 418, "New Restrictions on Lobbying," and Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)," and 2 CFR Part 180. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by authority: 31 U.S.C. 1352 and U.S.C. 301 and implemented at 2 CFR Part 180, for persons entering into a grant or cooperative agreement over $100,000, as defined at 2 CFR Section 418.110, the applicant certifies that to the best of their knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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2. NONPROCUREMENT DEBARMENT AND SUSPENSION

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180 and 2CFR Part 417, for prospective participants in primary covered transactions, as defined at 2 CFR 180.435 and Subpart C, 417.332, the applicant certifies that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.

d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182, Subparts B, and C, for grantees:

The applicant certifies that it will:

a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.

b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and

c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

d) You must identify all known workplaces under your Federal awards (see Section 182.230).

The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

______________________________ ______________________________

______________________________ ______________________________

______________________________ ______________________________

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR Part 182:

A. As a condition of the grant, I certify that I will comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug Free Workplace Act of 1988 (Pub.L100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

B. I agree to notify the agency as required by 2 CFR 182.300(b) of any conviction for a criminal drug offense within ten days.

Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the Grantee, I hereby certify and state to the best of my knowledge and belief, that the Grantee will comply with the above certifications.

Grantee Organization Name

Signature of Authorized Representative Date

Printed Name of Authorized Representative Title

NC OpenBook Supplemental Information

Instructions: Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

GRANTEE INFORMATION:

Grantee Name:

County of Residence: District Number ***(MUST BE FILLED** IN):*

Tax Id Number:

UEI Number**: I have started the UEI process but not received a UEI number. ☐

**Due to the SAM.gov migration from DU& Bradstreet, obtaining a UEI number has created unforeseen issues with the SAM.gov website search engines and portals. Due to the massive backlog in validation ticket issues, we are not requiring the UEI numbers at this time; however, if you have started the process, please let us know OR if you UEI number please provide it.*

Fiscal Year End: Grantee's Website:

(MM/DD) Format

PROJECT INFORMATION:

Brief Description and Background/History of your Organization: Be sure to include the number of years in existence, number of employees, mission and goals of your organization. MAX CHARACTERS: 250

Current project timeline: Begin date End Date

Expected outcomes and specific deliverables: Expected outcome is intended result of your grant program. The specific deliverables are the accomplishments that will be achieved with the grant. *EXAMPLE: Funding for the Farmers Produce Box program will allow an additional 150 boxes to be created this year. This will allow approximately 37 additional families to receive these the boxes 4 times a week to help resolve their food insecurity. MAX CHARACTERS: 300*

Project Location Benefit Information: *(Location(s) in which funding will be spent and/or food commodities will be received.)*

☐ Single County

☐ Regional**

- ☐ Mountains
- ☐ Piedmont
- ☐ Inner Coastal Plain
- ☐ Tidewater

☐ Statewide

**If your answer is Regional, list all Counties that are receiving benefit:

CONTRACT & FINANCIAL DOCUMENTS

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.	
SECTION I.	
Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	
SECTION II.	
Certification: By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.	
~~NON-GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)~~	
~~**Board Chair, Executive Director, etc.**~~	~~**Financial Representative, Treasurer, etc.**~~
Print Name & Title:	Print Name & Title:
Signature:	Signature:
GOVERNMENTAL ENTITIES (Must match Contract signature)	
Authorized Governmental Official	**Chief Fiscal Officer**
Print Name & Title:	Print Name & Title:
Signature:	Signature:

Stream Debris Quarterly Report

Progress Report Form

Quarterly ☐ **Final** ☐

Sponsor:
Sponsor Tax ID #:
Contract number:
Date of Report:
Reporting Period:
Form Completed By (Name & Title):
E-mail address:
Effective Date of Contract:
End Date of Contract:
Anticipated Completion Date:

Financial Report

State Expenditures

Total State Contract Funds:
Previous State expenditures:
State expenditures this reporting Period:
Total State expenditures:
Balance of State Funds:

Recipient Share (Match)

Total recipient share:
Previous Recipient share of expenditures:
Expenditures this reporting period:
Total Share expenditures:
Remaining recipient share to be provided:

Stream Debris Quarterly Report

Encumbered Amount (Amount Contracted)

Total State Contract:
Amount of contract Encumbered:
Amount of contract Unencumbered:

Performance Report –

Description of work done this quarter (if no work was done this quarter please explain):

Stream Debris Quarterly Report

Please list all segments on Scope of Work: include who is that segment is contracted with, there address, how much the contract is for (Linear Feet and Dollar Amount), Timeline on contract. If segment is not contracted with anyone, please explain why, and include timeline on when it will be contracted:

Stream Debris Quarterly Report

Project Schedule:

Any delays:

Yes ☐

No ☐

If any delays or problems, please explain:

Project Cost Status:

Cost Unchanged ☐

Cost Overrun ☐

Cost underrun ☐

If Cost is Overrun or Underrun, please explain:

(Attach additional sheets as necessary.)

Stream Debris Quarterly Report

Once form is complete, please attach to the email the budget report for this quarter and any relevant photographs, charts or other documentation that helps demonstrate the status of the project.

Signature – Authorized Signer ____
Date ___________________________

Email quarterly reports to Heather.Reichert@ncagr.gov

StreamFlow Assistance 50% Progress Report

Due NO LATER than FEBRUARY 28, 2023

Grantee Name:

Person completing report:

SECTION 1: FINANCIAL REPORTING

Amount of Contract:

Amount of funds encumbered by contracts:

Does this amount equal 50%? YES NO

- If you answered **yes**, complete section 2 and 3 of this report.
- If you answered **no**, completed section 2 and 4 of this report.

SECTION 2: CONTRACT INFORMATION

For **each** contract provide the following information:

- Name and address of contractor
- Amount of contract
- Contribution to project (brief description of what work they will complete)
- Did a Council/Committee/Commission have to provide approval for the contract?
  YES NO
  **If yes, provide the date this occurred.
- Date signed
- Contract Number
- When is work expected to begin?

SECTION 3: PROGRESS REPORT
(If 50% goal has been met)

Provide a detailed update on all work that has been completed since contracts with NCDA&CS have been signed. This should be a very detailed report that provides the commission with information about the work that is being done to advance the project.

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes and in accordance with the provisions set forth in the subaward documents.

____

Printed Name and Title Date

____

Signature

SECTION 4: Progressing toward 50% goal

(If 50% goal has NOT been met)

If you have been unable to secure the required contracts, please provide the reasons why this has occurred and what is being done to move the project forward. Provide details on the next steps and information on when you expect to meet the 50% of award under contract requirement.

By signing the report below, I certify that to the best of my knowledge and belief the report is true, complete and all expenditures reported are for appropriate purposes and in accordance with the provisions set forth in the subaward documents.

____

Printed Name and Title   Date

____

Signature

Attachment H

Streamflow Rehabilitation Assistance Progam Project Invoice Form (ver. 1, 4/2022)

Please fill in Parts 1-7 and send, along with necessary backup, to: Heather.Reichert@ncagr.gov

NOG NOT on SFL

1 Payee Organization Name		Invoice #	
Project Name:	Streamflow Rehab Project	Payment Authorization	
Contract Number		Tax ID #	
Contract Expiration Date		PO Line	
Request No.:	**Date:**	Payment Amount	

2 **Contract Amount:**	Amount contract Funds Remaining:			$0.00
	a	b	c	d
Activity	Contract Budget	Previously Spent from contract Budget	Total spent this invoice period from contract Budget	Total spent to date from contract Budget
StRAP Contracts				$ -
			Amount Requested this Invoice	$ -

3 **ALL MATCHING FUNDS:**	e	f	g	h
Activity	Budgeted Match	Previously Reported Matching Funds	Total matching funds this invoice period:	Total matching funds to date:
Cash				$ -
In-Kind				$ -
Total	$ -	$ -	$ -	$ -

4 **Progress on Stream Segments:**				
Segment Description (Please refer to Scope of Work) ***Please add rows as needed***	**Feet Planned for Treatment**	**Feet of Stream Completed this Invoice**	**Total Feet of Stream Completed**	**Beaver Dams Removed**
Totals	**0**	**0**	**0**	**0**

5 **Progress on PL-566 Watershed Stucture Improvement:**		
Planned Improvement (Please refer to Scope of Work) ***Please add rows as needed***	**Description of Completed Action**	**Extent of Completed Action (e.g., cu. yd. of sediment removed)**
Totals	**0 0 0**	

6 **Administration/Technical Assistance** **(Not to exceed 15% of total expended contract funds, not including matching funds)**	Admin allowed (15% max):	Admin Previously Invoiced :	Total Admin this Invoice	Total Admin Invoiced to Date
	$ -			$ -
Detailed Admin Expenses Claimed this Invoice (Must be related to implementation, Salary/Benefits for existing salaried staff not eligible, without prior written approval, Must attach supporting documentation) Please add rows as needed	Salary/Benefits	Equipment	Supplies	Total
				$ -
				$ -

7

Submitted by: ______________________

Title ______________________

Signature: ______________________

E-mail Address: ______________________

Telephone Number: ______________________

DSWC Project Inspection Certification

I certify that I have inspected the work completed and reported on the progress report and recommend approval of payment for this invoice.

Signature of DSWC or NRCS certifying official **Date**

Please direct questions about this form to Heather Reichert, at (919)707-3768 or Heather.Reichert@ncagr.gov.

704-633-2231
townofspencer.com

SPENCER
NORTH CAROLINA
Rowan's Original Gateway.

Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 8/9/2022

Issue under Consideration:	CONSIDER APPROVING FY22 AUDIT CONTRACT WITH RH CPAs, PLLC
Current Status:	Audit Report for FY21 has been filed with LGC for their review. Expect that RH CPAs, PLLC will present the report at the next Board Meeting
Points to Consider:	In April 2021, the Town sent our Requests for Proposals to Provide Audit Services for three years. Two firms responded with RH CPAs, PLLC being selected. Although the Town could try to seek out another auditor, there is not sufficient time to accomplish this task and have the audit completed on time.
Financial Impact:	The total cost for the audit and preparation of the report is $12,875.
Options:	Accept or decline vote of the Board of Aldermen
Recommendations:	Motion to approve Contract.
Department:	Administration

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

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

and	Auditor Name RH CPAs, PLLC
	Auditor Address 212 West Center Street Lexington, NC 27292

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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

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

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

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

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

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

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

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 (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

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

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

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

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

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

FEES FOR AUDIT SERVICES

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

Financial statements were prepared by: ☑ Auditor ☐ Governmental Unit ☐ Third Party

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

Name:	***Title and Unit / Company:***	***Email Address:***
John Sofley	Town of Spencer - Consultant	jsofley@spencernc.gov

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

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

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

PRIMARY GOVERNMENT FEES

Primary Government Unit	Town of Spencer
Audit Fee	$ 11375
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$ 1500
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 9,375.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* RH CPAs, PLLC	
Authorized Firm Representative (typed or printed)* Nicholas Wicker	Signature* Nicholas Wicker
Date* 07/28/22	Email Address* nwicker@rh-accounting.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Spencer	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Jonathan D. Williams	Signature*
Date	Email Address jwilliams@townofspencer.com

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Primary Governmental Unit Finance Officer* (typed or printed) Christie Hutchinson	Signature*
Date of Pre-Audit Certificate*	Email Address* apclerk@townofspencer.com

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

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

PRINT

July 28, 2022

To the Board of Aldermen
Town of Spencer
Spencer, North Carolina

We are pleased to confirm our understanding of the services we are to provide Town of Spencer for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of the Town of Spencer as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Spencer's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Spencer's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

2) Schedule of Total Pension Liability as a Percentage of Covered Payroll for the Law Enforcement Officers' Special Separation Allowance

3) Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance

4) Schedule of the Proportionate Share of the Net Pension Liability (Asset) for Local Government Employees' Retirement System

5) Schedule of Contributions to Local Government Employees' Retirement System

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Spencer's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1) Schedule of expenditures of federal and State awards, if applicable

2) Individual Fund Statements and Schedules

3) Other schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town of Spencer and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

> A presumed risk of material misstatement related to revenue recognition exists. We consider the risk to be the existence and cut-off of income for all revenue streams. There is also risk of management bias in developing estimates of allowance for doubtful accounts.
>
> A presumed risk of management override of controls exists. We consider timing, resources, and control design to be the underlying drivers for this type of risk.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Spencer's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Spencer in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management’s views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of RH CPAs, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RH CPAs, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Oversight Agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit approximately during August 2022 and to issue our reports no later than October 31, 2022. Diana E. Hardy, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.
Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $12,875. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our initial invoice of one-third of total fees will be rendered at the commencement of the audit. Our remaining invoices for these fees will be rendered each month as work progresses and are payable on presentation, up to 75% with a final bill produced after presentation to the Board of Alermen. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

This engagement letter is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared, the terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

Reporting

We will issue a written report upon completion of our audit of Town of Spencer's financial statements. Our report will be addressed to governance of the Town of Spencer. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Spencer is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the Town of Spencer and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

RH CPAs, PLLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Spencer.

Management signature: ___________________________

Title: ____

Date: ____

Governance signature: ___________________________

Title: ____

Date: ____

duncan ashe
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Report on the Firm's System of Quality Control

June 2, 2021

To the Partners
RH CPAs, PLLC
and the Peer Review Committee of Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of RH CPAs, PLLC ("the firm") in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of RH CPAs, PLLC in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. RH CPAs, PLLC has received a peer review rating of *pass*.

Duncan Ashe, P.A.

Duncan Ashe, P.A.

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AGENDA ITEM

Board Meeting Date: 8.9.2022

Issue under Consideration:	**Enforcement of Conditional Rezoning for Auto Restoration Business 200 S Salisbury Ave.**
Current Status:	Efforts have been made to comply with some of the conditions imposed during the Conditional Rezoning
Points to Consider:	Strict adherence to conditions may be impossible due to size of lot and type of business
Financial Impact:	Varies depending on town's actions
Options:	Strictly enforce adopted conditions, modify conditions to better work with business operation
Recommendations:	Motion to allow staff to work with business owner to find acceptable compromises
Department:	Admin/Land Management

MEMO

Date: 7.22.22

BY: Steve Blount

TO: Board of Aldermen

RE: Conditional Rezoning Enforcement
Automobile Restoration Business
200 S Salisbury Ave., Parcel 032 164

Narrative:

History

In May of 2021, Kyle Harris was asked via Jay Dees' correspondence from Mr. Tyler Weant, owner of the subject property, if this property was properly zoned for a "classic vehicle restoration" business. Kyle's answer was "no", that a rezoning would have to be approved before this type of business could operate in this location. Kyle began working with Mr. Mike King, the business operator and assigned agent of the property owner to work through the Conditional Rezoning process. In a September 21, 2021 email, Kyle explained to Mr. King that the conditions attached to this rezoning would constitute the rules he would be required to work under. Kyle stated,

> *"I've attached a list of the conditions we discussed. Please review the list and edit the list as needed. Feel free to add, remove, or change any conditions. Ultimately, you should only propose conditions that you can commit to. You should only propose conditions that you can reasonably carry out if your rezoning is approved. If you fail to carry through on these conditions, you (or the owner) risk fines and penalties from the Town."*

After much effort by Kyle, the conditional rezoning was approved in December of 2021. Mr. King immediately ran into problems meeting some of the technical details of the approved conditions (closing alleyway, location of fencing, etc.) and Kyle worked with him to find acceptable solutions.

I took over resolution of any outstanding compliance issues when I came to work for Spencer in January of 2022. In April, I had a discussion with Mr. King and in an April 21, 2022 email I outlined our discussion. One of the issues discussed in our conversation was the parking of cars in the front lot. One of the agreed upon conditions was that he could use the front lot for customer and staff parking but not for storage of cars being serviced. Mr. King agreed to move the vehicles that were in violation and in my email, I acknowledged, *"I noticed that you have moved most of the vehicles from the front parking lot area and I thank you for that effort."*

Mr. King and I also discussed the possibility of creating some additional screened parking on the 2nd Street side of his building. After reviewing this possibility, I advised him in my email response that due to the wide right-of-way (ROW) for 2nd Street, it didn't look like he would get much additional parking as the fencing could not be built in the ROW. Based on this information I asked in my email that he, *"Let me know if you want me to continue efforts to approve parking on 2nd St side of building."* I never heard back from Mr. King on this issue.

<u>Current Enforcement Efforts</u>
During your July 2022 board meeting, in answer to your questions about this property, I explained that I was trying to work with Mr. King to possibly make some minor modifications to the approved conditions to help him with his operation. Consensus of the board was that Mr. King should honor his agreement to the conditions but that I should report back to you on my efforts to work with Mr. King at your August meeting.

Leaving your meeting that night, I drove by this property and noted nine cars parked in the front lot. Since the business was long closed for business that day, these cars were obviously in violation of the conditions. On July 13, I wrote, and hand delivered a letter to Mr. King's office explaining that:

> *"Per Section 3(B) of the Conditional Zoning Ordinance, all cars except for those driven to work by your employees and or visitors must be relocated or removed immediately. The front parking lot must not be used for the storage of vehicles awaiting service. This means that the parking lot should be empty outside of allowed business hours."*

I also explained in my letter that there could be penalties for failure to follow the agreed upon conditions, saying,

> *"Per the Conditional Zoning Ordinance and the Town's Development Ordinance, violations of the conditions can result in fines, mitigations, and/or liens (Sec 5.4-3(G)) or revocation of your rezoning (5.4-3(H)) which would require you to cease operation at this location. Please have the cars stored in the front lot removed by Monday July 18, 2022, and keep them removed from this location moving forward."*

It appeared that by Monday, Mr. King had moved most if not all of the cars parked in his front parking lot. He is allowed to have one "show car" parked in the front lot and as stated above, to use the lot for staff and customer parking so it is difficult to determine violations of this condition except after normal work hours.

<u>Enforcement Moving Forward</u>
The Conditional Rezoning process serves a purpose as stated in the approved rezoning ordinance as follows:

> *"Conditional Zoning is established in accordance with N.C.G.S .160D-703(B) to provide for flexibility in the development of property while ensuring that the development is compatible with neighboring uses."* and *"…in order to ensure that the land use is compatible with neighboring uses, which are predominantly historic residential in nature".*

Conditions are not meant to be punitive or unreasonably restrictive and the very definition of legally enforceable conditions are those that are acceptable to both parties.

The agreed upon conditions for the rezoning are included at the end of this memo but basically cover five areas as follows:

- Limitation on Vehicle Service Area
- Limitation on Vehicle Storage Area(s)
- Hours of Operation
- Site & Landscape Improvements
- Public Alley Closure

While each condition has some additional details (see actual conditions at end of memo), addressing the intent and spirit of the ordinance instead of the details of the conditions allows us some leeway in our enforcement efforts. The following will address each condition explaining current compliance efforts and suggested modifications:

Limitation on Vehicle Service Area
Details of this condition basically attempt to keep the physical act of repairing the cars out of sight of the public. Mr. King has installed fencing along the 2nd Street side at the rear of his building. This fencing blocks from view the majority of his work except when the rear gate is open. Mr. King sometimes examines a customer's car in the front parking lot, but this is incidental to the actual work being done. Mr. King appears to be in basic compliance with this condition.

Limitation on Vehicle Storage Area(s)
Details of this condition basically attempt to keep vehicles stored on the site out of public view. As pointed out above, Mr. King has installed fencing at the rear of his property to screen public view of cars stored behind his building. He also installed fencing on the left side of the Salisbury Ave. side of his building to screen car storage. Mr. King's violation of the prohibition on parking cars after hours in the front parking lot is detailed above. He has currently moved most, if not all of the cars stored in this area so is currently in compliance with this condition.

Mr. King asked about adding fencing toward the rear of his building on the 2nd Street side and if he pursues this idea we would likely grant him a permit for this fence. Although the condition specifically says, *"No vehicles will be parked on the 2nd Street side yard of the building in any circumstance."*, I would interpret this to mean that no parked cars shall be ***visible*** on this side and as they would be behind a fence, they would not be in violation.

Hours of Operation
This condition simply states:

> *"The shop's hours will be limited from 10 AM to 5 PM, M-F, and 10 AM to 3 PM Saturday. The shop will be closed on Sundays. No vehicle services will be performed outside of these established hours."*

Mr. King has complained that these hours of operation are unduly restrictive. Recognizing that no other business in the C-29 or VSR zoning classifications are limited by hours of operation, I would suggest the hours of operation condition either be removed or extended to perhaps 8:00 AM – 7:00 PM six days a week.

Site & Landscape Improvements
This condition suggests several components that we will address separately:

- Front parking lot improvements (gravel has been added, no landscaping done yet)
- Closure of corner driveway and landscaping improvements (King advises he does not use this entrance. NCDOT has replaced sidewalks and handicapped ramp, essentially closing this driveway. Repair of curbing and planting strip should be done by Town when revenue is available.)
- Landscaping on 2nd St side and along fencing (awaiting decision on fencing extension on 2nd St side and for better planting weather)

Public Alley Closure
It was thought that closing the alleyway and extending the fence across was the only way to meet the requirements listed above for hiding stored cars and those being worked on from view. Early during efforts to comply with this condition, it was discovered that the neighboring property owner used this alleyway as a driveway to his garage at the side and rear of his property, so he opposed the closing. Kyle worked with Mr. King and the neighboring property owner to arrive at a mutually acceptable solution as to access versus location of the screening fence. While not in technical compliance with this condition, we feel it meets the spirit of the ordinance.

<u>Conclusions</u>
While difficult to work with and technically not in compliance with some of the details of the conditional rezoning, Mr. King has and is making efforts to come into compliance with at least the spirit of the ordinance. If he will continue to abide by the limitations on cars being parked in the front lot, I would suggest that the board agree to the proposed modifications of the conditions: 1) addition of fencing on the 2nd St side of his business to allow for additional parking, 2) revision of hours of operation to 8:00 AM- 8:00 PM, six days a week, 3) delay of required landscaping improvements along 2nd St and fencing until this autumn.

I would further suggest that the Town repair the curbing at the corner of Salisbury Ave. and 2nd St. and replant the planting strip between sidewalk and street during that process.

Conditions Mutually Agreed Upon by Spencer Board of Aldermen & Property Owner:

(A.) Limitation on Vehicle Service Area:

1.All vehicle services will be performed only inside the service bays located at the rear of the building inside the interior of the building. The service bays will be screened from view behind a 6’ privacy fence or screening that meets the Town’s standards. The service area will be totally screened from street view with fencing or a combination of fencing and screening vegetation, as permitted.

2.No vehicle services will be carried out in the front or side yards of the building.

3.No vehicle services will be performed in any location visible from the street or in any location that is not screened from view by an opaque privacy fence.

4.“Vehicle Service” means service, repair, or maintenance of any type of motor vehicle, subject to a written service agreement, and includes but is not limited to specialized work to restore antique vehicles, replacement of new or reconditioned parts, and any other work customarily carried out at automobile repair and/or vehicle service shops.

(B.) Limitation on Vehicle Storage Area(s):

1.Applicant will remove all vehicles from the site that are not currently being serviced or awaiting service. Vehicles will not be parked or stored on the lot purely for display, except as provided below.

2.There shall be a maximum of one (1) display vehicle located on the property. The display vehicle will be located in front of the building and will be parked on gravel or pavement (not on grass).

3.The shop will implement a policy for vehicle storage. Specifically, the shop will have an internal written policy to store vehicles only in designated storage areas that are completely screened from view from the street. No vehicles will be parked on the 2ndStreet side yard of the building in any circumstance.

4.Vehicles awaiting service will be located only in designated, properly screened vehicle storage areas on the west side of the building (screened with fencing) and in the rear of the building (screened with fencing, pending approval of a fence permit and alley closure request). “Awaiting service” means any vehicle being stored on the business premises which is subject to a written agreement for repair services to be performed and completed in a timely manner.

5.The shop’s front parking lot will be for employees or visitors only. The front parking lot will not be used for the storage of vehicles awaiting service.

6.No vehicle shall be stored on the business premises awaiting service for longer than a maximum total of thirty (30) days.

7.There shall be a maximum of ten (10) vehicles awaiting service on the business premises at any time.

(C.) Hours:
1.The shop's hours will be limited from 10 AM to 5 PM, M-F, and 10 AM to 3 PM Saturday. The shop will be closed on Sundays. No vehicle services will be performed outside of these established hours.

(D.) Site & Landscape Improvements:
1.Front parking area will be improved with paved concrete or crushed stone (gravel)meeting the Town's standards.

2.Applicant will seek to close the existing front driveway (at corner of 2nd Street and Salisbury Avenue) and landscape the front side yard (corner) in a way that improves the overall appearance of the corner.

3.Applicant will improve the 2nd Street side yard with additional landscaping, such as trees, bushes, flowers, etc.

4.Applicant will plant bushes and other vegetation along any new portion of fencing to improve the appearance of and "soften" the fencing.

(E.) Public Alley Closure:
1.Applicant will submit to the Town an alley closure petition and, if approved, will, with the consent of the adjacent property owner, install a fence to completely obstruct the rear storage/service area from view.

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AGENDA ITEM

Board Meeting Date:
Regular Meeting 8/09/22

Issue under Consideration:	Board to consider adopting an ordinance approving a temporary lane closure on US HWY 29 to protect the safety of runners participating in the 5K "Race to the River" special event.
Current Status:	N/A
Points to Consider:	To ensure the safety of participating runners, Town staff are recommending temporary closure of one southbound lane on US-29 between Cain Street and NC Finishing Lane. The lane would be separated from regular traffic by traffic cones. An electronic signboard will be installed to notify traffic of the closure. The event date is Saturday, September 24. Lane closure time is from 4:00 PM to approximately 6:00 PM or until the lane is cleared of all participating runners. This ordinance is evidence that the Town accepts full responsibility for safety, traffic flow, traffic control, appropriate signage, and ensuring that all debris, litter, decorations, and other items associated with the event are removed following the event.
Financial Impact:	N/A
Options:	N/A
Recommendations:	Approval of Ordinance 22-019.
Department:	PLANNING & DEVELOPMENT SERVICES

TOWN OF SPENCER, NORTH CAROLINA

AN ORDINANCE APPROVING A TEMPORARY LANE CLOSURE ON US HWY 29 FOR THE PURPOSE OF FACILITATING A SPECIAL EVENT

ORDINANCE 22-019

WHEREAS, N.C.G.S. §29-169 authorizes local authorities to provide by ordinance for the regulation of the use of highways for processions or assemblages; and

WHEREAS, the Town of Spencer is sponsoring a 5K run special event on Saturday, September 24, 2022, beginning at 5:00 P.M., which will involve a procession of runners along the US HWY 29 corridor; and

WHEREAS, to ensure public safety, the Town has deemed it necessary to temporarily close one southbound lane on US HWY 29 from Cain Street to NC Finishing Lane on the date of the event, the closure beginning at 4:00 P.M. and ending at approximately 6:00 P.M., or until the lane is cleared of all participating runners; and

WHEREAS, pursuant to the NCDOT Special Event Guidelines, the Town has consulted with the Highway Division 9 – Division Traffic Engineer to verify that the proposed special event will not impact, or be impacted by, planned maintenance or other activities.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the Town of Spencer, North Carolina, that:

Section 1. Pursuant to N.C.G.S. §29-169, the Town of Spencer hereby approves the use of US HWY 29 within the Town's jurisdiction for the 5K run special event procession as specified in this ordinance. This ordinance is evidence that the Town accepts full responsibility for safety, traffic flow, traffic control, appropriate signage, and ensuring that all debris, litter, decorations, and other items associated with the event are removed following the event.

Section 2. The Town will place signs giving notice of the special event, in accordance with §29-169, and will provide to Highway Division 9 a copy of this ordinance.

Adopted this 9th day of August, 2022.

____

Jonathan Williams, Mayor

____

Stacy Craven, Town Clerk

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AGENDA ITEM

Board Meeting Date:
Regular Meeting 8/09/22

Issue under Consideration:	Pursuant to CDBG-NR program requirements, Board to consider adopting a Regulatory Compliance Plan conforming with Federal and State regulations governing the CDBG program.
Current Status:	Deadline to submit compliance plans is September 10.
Points to Consider:	The proposed Regulatory Compliance Plan includes the following elements: CDBG-NR Procurement Policies & Procedures, Conflict of Interest Policy, Fair Housing Plan, Equal Employment Plan, Language Access Plan, and Local Jobs Initiative (Section 3) Plan. See Staff Memorandum for full details.
Financial Impact:	N/A
Options:	N/A
Recommendations:	Approval of Regulatory Compliance Plan.
Department:	PLANNING & DEVELOPMENT SERVICES

Date: July 28, 2022

To: Peter Franzese, Town Manager; Mayor & Board of Aldermen

From: Kyle Harris, Planner

Re: CDBG-NR Regulatory Compliance Plan

- **Exhibit A: Regulatory Compliance Plan (attached)**

I. Executive Summary

The proposed Regulatory Compliance Plan is designed to ensure the Town achieves compliance with applicable federal and state regulations governing the CDBG-NR program. As a condition of receiving federal funds, the Town must demonstrate that it will use those funds in a way consistent with applicable law, particularly those federal laws and implementing regulations governing procurement and civil rights (e.g. fair housing, nondiscrimination, equal opportunity, etc.).

The proposed plan will satisfy all minimum requirements. The plan meets, but does not exceed, the minimum requirements. To minimize the cost and administrative burden on Town staff, the plan does not obligate the Town to take any action that is not required as a condition of receiving the funds. However, the Town may in the future choose to continue or expand certain actions "over-and-above" the minimum requirement if such actions are deemed beneficial to the Town; this Memorandum does not provide any recommendation to do so at this time.

I. CDBG-NR Grant Summary

In November 2020, the Town was awarded a $750,000 Community Development Block Grant – Neighborhood Revitalization (CDBG-NR) grant from the North Carolina Department of Commerce (DOC) for the Spencer Housing Rehabilitation Project. The scope of the awarded project is to complete approximately ten (10) substantial rehabilitations of owner-occupied homes. Funds will be provided to low- and moderate-income (LMI) households to address urgent home repair needs. Projects will be chosen according to a needs-based scoring system.

The grant will be administered by the Salisbury Community Development Corporation (CDC) who have experience in administering federal funds for housing projects. As the administrative partner for the Town of Spencer, the Salisbury CDC will handle most day-to-day project management activities, including qualifying applicants, preparing bid packages, preparing contracts and financial instruments, conducting interim and final inspections of projects, etc. However, the Town remains responsible for oversight and ensuring regulatory compliance.

II. Regulatory Overview

The CDBG-NR funds were allocated to the Town by the N.C. Department of Commerce, pursuant to the 2020 Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), Public Law. No. 116-136. Although the CDBG-NR funds were awarded by the State, they are federal funds; the State is merely serving as a pass-through entity. Therefore, as a condition of receiving the funds, the Town is required to conform with both state *and* federal regulations governing the CDBG program, specifically concerning procurement and federal civil rights requirements.

In April 2021, the Town adopted Resolution 21-004 authorizing the Mayor to execute a Grant Agreement and Funding Approval Agreement between the Town and the N.C. Department of Commerce. Those agreements guaranteed the Town CDBG assistance under Title I of the Housing & Community Development Act of 1974 (P.L. 93-383), <u>subject to the Town's compliance with the CDBG administrative rules, other applicable laws, rules, regulations, and all other requirements.</u>

The compliance requirements for the CDBG-NR grant are broad and extensive. Requirements include, but are not limited to, compliance with all applicable provisions of the following:

- ✓ Title I of the Housing and Community Development Act of 1974; and
- ✓ Federal Civil Rights Legislation, including but not limited to the Fair Housing Act, Title VIII of the Civil Rights Act of 1968; Section 3 of the Housing & Urban Development Act of 1968; and Title VI of the Civil Rights Act of 1964; and
- ✓ All applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L; and
- ✓ All applicable requirements of the North Carolina General Statutes and any other applicable laws, regulations, requirements, and Executive Orders, including those concerning conflicts of interest, public building contracts, model payment and performance bonds, procurement, suspension, and debarment; and
- ✓ All applicable provisions of the NC Administrative Code including those relating to and governing equal employment and nondiscrimination and labor standards; and
- ✓ All applicable federal and state environmental regulations, including the requirements of 24 CFR Part 58 and the NC State Environmental Policy Act; and
- ✓ Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments (24 CFR Part 85); and
- ✓ Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200.317-200.326); and
- ✓ OMB Circular No. A-87, Cost Principles for State and Local Governments; and

- ✓ CDBG HUD Program Requirements and all CDBG laws, rules, regulations, and requirements, including those set forth in 24 CFR Part 570 concerning procurement and conflicts of interest.

Town staff have carefully reviewed the program guidelines and all applicable federal and state rules and regulations and have prepared a plan to streamline compliance activities moving forward.

III. Regulatory Compliance Plan

The proposed Regulatory Compliance Plan (Exhibit A) outlines the policies, procedures, and actions the Town will take to achieve compliance with the regulations outlined in Part II of this Memorandum. The Plan is organized into six (6) chapters covering the following regulatory topics: procurement, conflicts of interest, fair housing, equal employment, language access, and local economic benefit to low- and very-low income persons (e.g. local jobs initiative).

Below, I provide a brief summary of each chapter/topic, including the specific actions the Town must take to achieve compliance with applicable regulations. As I outlined in the Executive Summary of this Memorandum, the plan meets, but does not exceed, the minimum requirements, and does not obligate the Town to take any action that is not required as a condition of receiving federal funds.

Chapter 1: CDBG-NR Procurement Policies & Procedures

- Pursuant to 2 CFR Part 200 Subpart D, and other applicable procurement regulations, the proposed procurement policy establishes guidelines that meet the procurement requirements for purchases of goods, services, and construction or repair projects when CDBG-NR funds are being used to pay for the cost of the contract.

- Procedures reflect applicable regulations, promote free and open competition, and describe efforts to encourage minority and female owned businesses to submit bids/proposals. Additionally, the Town must enter procurement solicitations for any contract over $25,000 in the Statewide Interactive Purchasing System (IPS).

- Topics covered include, but are not limited to, contract requirements, contractors' conflicts of interest, contractor compliance, contractor oversight, bid requirements, record-keeping, bonding requirements, procurement system certification, and purchasing procedures based on the type and cost of contract.

Chapter 2: Conflict of Interest Policy

- Pursuant to 24 CFR 570.489(g) and state law, when procuring services to be paid for with CDBG funds, the Town must establish a conflict of interest policy which includes standards of conduct governing employees engaged in the award or administration of contracts. The policy also covers the prohibition on gifts and favors from vendors and contractors.

Chapter 3: Fair Housing Plan

- Pursuant to the CDBG-NR Grant Agreement, and as a condition of receiving CDBG-NR funds, the Town agrees to follow all federal regulations prohibiting discrimination in its administration of CDBG-NR funds, including the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.).

- The Fair Housing Act declares that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States. The Act prohibits, among other things, discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions because of race, color, religion, sex, familial status, national origin, or disability.

- Under the 1983 amendments to the Housing & Community Development Act, recipients of CDBG funds must implement activities to "affirmatively further fair housing". Affirmatively furthering fair housing means taking meaningful actions to overcome historic patterns of segregation and unequal treatment, reduce racial or ethnic concentrations of poverty, achieve truly balanced and integrated living patterns, promote fair housing choice and access to opportunity, and foster inclusive communities where housing is available regardless of race, color, religion, sex, familial status, national origin, or disability, thereby expanding economic opportunity and enhancing the quality of life.

- The proposed Fair Housing Plan for Spencer communicates the Town's nondiscrimination policies and explains the actions the Town will take to ensure the CDBG-NR program is being administered in a manner that affirmatively furthers fair housing for federally protected classes.

- <u>Staff Note:</u> As a small town, Spencer must be realistic regarding the level of service it can provide in the area fair housing. The proposed plan outlines several "low cost, high impact" actions the Town can take to meet the federal requirements. These actions focus primarily on providing educational resources to the community on fair housing laws. Specifically, the Town will:

    - Develop a communications strategy to provide fair housing information and resources to the community, including information on tenants/homebuyers' rights and landlord/seller responsibilities; and
    - Create a new page on the Town's website to provide fair housing information and resources, including links to external resources such as Legal Aid of NC; and
    - Develop fair housing brochures and/or other informational literature and make available at Town Hall and on the Town's website; and
    - Conduct a "fair housing workshop" to share information on fair housing; and
    - Develop a fair housing compliance procedure (including referral process).

- The above actions represent the minimum actions the Town must take to comply with the Fair Housing Act. However, the Town may in the future choose to continue or expand certain fair housing actions "over-and-above" the minimum requirement if such actions are deemed beneficial to the Town.
- The above actions are projected to be carried out at little cost to the Town using the existing budget for printing and publications. The cost will be minimal.

<u>Chapter 4: Equal Employment Plan</u>

- The proposed policy ensures that CDBG aided projects comply with equal opportunity and nondiscrimination laws and that people in protected categories are not excluded from participation, denied the benefit of, or subject to discrimination under any program or activity funded in whole or in part with CDBG funds.

- The Town will describe the actions it will take annually for each year the grant is open in the areas of enforcement, education, and in the removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.

<u>Chapter 5: Language Access Plan</u>

- The Town is obligated to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to the CDBG program.

- The purpose of this plan is to ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)), and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP), which in Spencer's case would refer predominantly to the Spanish-speaking population. In order to avoid unlawful discrimination, the Town will take reasonable steps to ensure that LEP persons have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify.

- The plan covers the Town's responsibility to obtain, when needed, a qualified interpreter, provide written translations of vital documents, providing notice to LEP persons, monitor language needs, and establish a complaint procedure for discriminatory treatment.

<u>Chapter 6: Local Jobs Initiative (Local Economic Benefit to Low- and Very-Low Income Persons)</u>

- Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135), the Town is required, to the greatest extent possible, to ensure that opportunities for training and employment are given to lower income residents of the community development project area and that contracts for work in connection with federally assisted CDBG projects be awarded to businesses located or owned locally.

- The proposed plan outlines the actions the Town will take to meet the requirements. Again, the actions contained in the plan represent the minimum actions the Town must take to comply with Section 3 requirements.
- The plan includes implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- Staff Note: The plan includes certain "hiring targets" for Section 3 residents. However, because Spencer is such a small Town, it may not be realistic to meet the numerical hiring goals specified. The regulations provide an "out" for the Town by providing that "if neither strategy is feasible to meet section 3 numerical goals, the Town will demonstrate why it was not feasible to meet the numerical goals, and such justification shall include a written explanation listing the impediments encountered despite actions taken".

Adoption of the proposed Regulatory Compliance Plan is a necessary step to commence with the CDBG-NR project, and finally provide needed assistance to Spencer residents. I look forward to initializing the program as soon as possible.

Respectfully submitted,

Thomas Kyle Harris

Kyle Harris, Planner
Town of Spencer, NC

CDBG-NR Regulatory Compliance Plan

North Carolina Neighborhood Revitalization Program

Community Development Block Grant (CDBG-NR)

Grant # 19-C-3140 (NR): Spencer Housing Rehabilitation Project

Link to full plan on Microsoft OneDrive: https://thetownofspencer-my.sharepoint.com/:b:/g/personal/kharris_spencernc_gov/Eavd5C8TmbVEvNLf0rGBHWwBHw-0IYJHOTcO6WTBa4qEYg?e=wCFVWp

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Link to full plan on Microsoft OneDrive: https://thetownofspencer-my.sharepoint.com/:b:/g/personal/kharris_spencernc_gov/Eavd5C8TmbVEvNLf0rGBHWwBHw-0IYJHOTcO6WTBa4qEYg?e=wCFVWp

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Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: _____8/9/2022______

Issue under Consideration:	**CONSIDER AUTHORIZING STAFF TO APPLY FOR SEVERAL GRANTS TO OBTAIN FUNDING FOR MURAL CREATIONS IN TOWN.**
Current Status:	
Points to Consider:	See attached memo..
Financial Impact:	N/A
Options:	Accept, decline, or table by vote of the Board of Aldermen
Recommendations:	Staff recommends that the Mayor and Board of Aldermen to authorize Staff to apply for grants to fund the new murals project.
Department:	Town Hall Staff

Date: 7/28/2022

To: Board of Aldermen

From: Skye Allan, Community Development Coordinator

Re: **Mayor and Board of Aldermen to Consider Authorizing the Town Staff to Apply for Several Grants to Fund the Creation of New Murals**

This memo is to provide the Board of Aldermen with more information regarding Town Staff's request to apply for several grants including the Hargrove Foundation, Mellon Foundation, a Rowan County Tourism and Capital Grant, a Fall Arts & Cultural Development Grant, a Rowan Arts Grassroots Grant, a John W and Anna H Hanes Grant, a Bastian Family Charitable Foundation Grants, a Philip L Van Every Foundation Grant, a Cannon Foundation Grant, and a Hagan Family Fund Grant to fund the creation of new murals in Spencer.

The project objective is to work with select artists to bring new high-quality murals to downtown Spencer. This new art will bring beauty and vibrancy into an otherwise empty space, bring attention to our local businesses, and raise Spencer's profile as a visitor destination. The concept work will be developed between the artist and the Spencer Mural Selection Committee with the final designs subject to Board approval.

A planned continuation of the mural project will include a digital map of new and historic murals, complete with attached information and history, allowing visitors and residents to connect to Spencer's unique history and engage with our future, encouraging discussions, and mutual understanding.

The cost of a high-quality mural will depend on the scope of work but will be between $5,000 and $10,000 per mural, including the cost of materials and of a lifting mechanism. The options for a lifting mechanism include weekly rentals of a lift truck for $660 and scaffolding for $150.

The Murals Selection Committee has taken a survey of potential locations and will settle on our top eight locations and will begin working with property owners and selecting artists through a Request for Qualifications over the next month.

Skye Allan

Lead for North Carolina Fellow

704-633-2231
townofspencer.com

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AGENDA ITEM

Board Meeting Date: _8/9/2022________

Issue under Consideration:	**An Project Ordinance Amending the Downtown Park Project Ordinance 21-022**
Current Status:	The Town has been awarded through the Rural Transformation Grant Fund administered by the Rural Economic Development Division of the North Carolina Department of Commerce a grant of $900,000..
Points to Consider:	This grant moves the Town significantly closer to being able to being able to solicit bids on the project.
Financial Impact:	This grant does not have any matching requirements. The Town is required to have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The Town was already planning on doing this since the Town has received several federal grants in excess of $500,000.
Options:	Accept or decline by vote of the Board of Aldermen
Recommendations:	Motion to approve the Downtown Park Project Ordinance Amendment 22-018.
Department:	Town Hall

DOWNTOWN PARK PROJECT BUDGET ORDINANCE
FOR THE TOWN OF SPENCER,
NORTH CAROLINA
PROJECT BUDGET ORDINANCE AMENDMENT 22-018
AUGUST 9, 2022

BE IT ORDAINED by the Governing Board of the Town of Spencer, North Carolina, the following amended anticipated revenues and expenditures from a Rural Transformation Grant from Rural Economic Development Division of the North Carolina Department of Commerce are hereby appropriated and approved for the Downtown Park Project amending Ordinance 21-022 and

Section 1. To appropriate revenues and expense appropriations as follows for a grant from the Rural Transformation Grant of $900,000:

<u>Revenues</u>

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
92-3985-002	Other Grants	$0	$900,000	$900,000

<u>Expenditures</u>

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
92-6120-580	Capital Outlay - Infrastructure	$100,000	$1,000,000	$900,000

Section 2. Copies of this project budget amendment shall be furnished to the Clerk to the Governing Board, and to the Town Manager and the Finance Manager for record-keeping.

Adopted this 9th day of August 2022.

Stacy Craven, Town Clerk

Jonathan Williams, Mayor

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AGENDA ITEM

Board Meeting Date: _8/9/2022_________

Issue under Consideration:	**An Ordinance Amending the Annual Budget Ordinance for a Streamflow Rehabilitation Assistance Program Grant**
Current Status:	The Town has been awarded a Streamflow Rehabilitation Assistance Program for $280,251 from the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water.
Points to Consider:	This grant will allow the Town to do streamflow rehabilitation that it would not been able to do without it.
Financial Impact:	This grant does not have any matching requirements.
Options:	Accept or decline by vote of the Board of Aldermen
Recommendations:	Motion to approve Amending The Town Of Spencer, North Carolina FY 22-23 Annual Budget with Ordinance 22-019.
Department:	Town Hall

AN ORDINANCE AMENDING
THE TOWN OF SPENCER, NORTH CAROLINA
FY 22-23 ANNUAL BUDGET
ORDINANCE 22-019
AUGUST 9, 2022

BE IT ORDAINED, by the Governing Board of the Town of Spencer, North Carolina, that the following amendment of anticipated fund revenues and departmental expenditures, certain Fee and Charge Schedules, and with certain restrictions and authorizations, are hereby appropriated and approved for the operation of Town Government and its activities for the Fiscal Year beginning July 1, 2022 and ending on June 30, 2023:

Section 1. The Town has been awarded a Streamflow Rehabilitation Assistance Program for $280,251 from the North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water.

Section 2. To amend the FY 22-23 revenue and expense appropriations as follows: Appropriate funds from Streamflow Rehabilitation Assistance Program grant for stream rehabilitation as follows:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
10-3985-004	State grants	$0	$280,251	$280,251

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
10-4510-194	Contract Services	$0	$280,251	$280,251

Section 3. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board, and to the Town Manager and the Finance Officer for record-keeping.

Adopted this 9th, day of August, 2022.

Stacy Craven, Town Clerk

Jonathan Williams, Mayor

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AGENDA ITEM

Board Meeting Date: August 09, 2022

Issue under Consideration:	816 5th St Property Lien for Nuisance Abatement
Current Status:	Compliance thru Town Abatement
Points to Consider:	No Response from property owner
Financial Impact:	$243.50
Options:	N/A
Recommendations:	Confirm Lien
Department:	Police- Code Enforcement

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Notice of Lien

07/27/2022

ZUNINO MICHAEL G
46 SPRING ST APT 19
NASHUA, NH 03060

The Town of Spencer
VS
ZUNINO MICHAEL G

Re: Case Number 202200124
Subject Property: 816 5TH ST, SPENCER, NC
Property ID Number: 033 096

Dear Property Owner:

Take notice that he Town of Spencer, a municipal corporation, hereby claims a statutory lien pursuant to North Carolina General Statute 160A-193 and the Spencer Code of Ordinances, Chapter 93, against the above-named party or parties and upon the property of said owner or owners, hereinafter described and said claimants show:

1. That the property of the above-named owner or owners upon which notice of lien is filed is in the Spencer Township, Rowan County, State of North Carolina and is described as follows: **816 5TH ST, Parcel 033 096**

2. That the said lien is authorized by General Statute 160A-193 of the General Statutes of North Carolina, as implemented by the Code of Ordinances of the Town of Spencer as set forth in Chapter 93 of the Code of Ordinances.

3. That pursuant to the above-cited code, the violation was abated and said work was finished on **06/21/2022**.

4. That the cost of said work for which this Notice of Lien is filed is **$237.50** plus **$6.00** filing fee. Total cost of lien removal is **$243.50**.

Sincerely,

James Osborne
Code Enforcement Officer
Town of Spencer

Monthly Activity Report

Planning, Zoning & Subdivision Administrator

July 2022

	Location	**Activity**	**Action**
6.30.22	all	Rowan Co on possible Grant Creek greenway connection	Discussion
6.30.22	Salisbury Ave	Discussion with various on restriping project	Discussion
6.30.22	Hackett St	Discussion with various on new access road project	Discussion
6.30.22	Yadkin River Park	Annexation and rezoning	discussion
7.1.22	Office	Planning Board package	Drafted and distributed
7.1.22	Office	Amended Comprehensive Plan Document	Drafted and posted on website
7.1.22	Office	ETJ swap project	Listed potential properties for consideration
7.5.22	401 7th St	Property line dispute	Resolved
7.5.22	Office	Property Committee	Met and discussed various issues
7.5.22	office	SB 300	Reviewed code and drafted suggestions
7.5.22	Innospec	New access road ROW	Discussions
7.5.22	Willow Creek Dr	Development interest for distribution center	Discussions
7.6.22	Longs Ferry Rd	Corridor Study Committee	Meeting, attended
7.7.22	Office	Environmental Arts Center	Concept work
7.7.22	Longs Ferry Rd	Questions from developer	Answered questions
7.7.22	Lincoln St	Property line questions	Answered questions
7.7.22	Innospec	Plant addition questions	Answered questions
7.7.22	Office	Code enforcement questions from James	Answered questions
7.7.22	Office	Preagenda meeting	Attended

7.8.22	Office	Code enforcement questions from Peter and James	Answered questions
7.11.22	General	Questions on Apartment addition to existing residential	Answered questions
7.11.22	S Rowan Ave	Storage building	Issued zoning permit
7.11.22	Hollywood	Questions on property use for single family home	Answered questions
7.11.22	2nd St	Questions on subdivision	Answered questions
7.11.22	Grants Crossing Lane	Enclosing porch	Issued zoning permit
7.11.22	Long Ferry Rd	Long Ferry Rd Corridor study	Drafted information and sent to consultant
7.11.22	office	Code enforcement meeting with File and James	Answered questions
7.11.22	office	Planning Board meeting	attended
7.12.22	Jordan Ave	Single family home	Issued zoning permit
7.12.22	Long Ferry Rd	Questions about distribution center	Answered questions
7.12.22	Office	Staff meeting	Attended and participated
7.12.22	Office	Planning Board meeting minutes	Drafted
7.12.22	office	Hovis property easement map	Drafted for Jay
7.12.22	Rowan County	Residential permit information for census data	Prepared and sent to Rowan Co
7.12.22	office	Board of Aldermen meeting	Attended and participated
7.13.22	office	Discussed code enforcement efforts on 200 S Salisbury Ave	discussions
7.13.22	Fisher Lamb site	Updated developer on access road progress	discussions
7.13.22	200 S Salisbury Ave	Reviewed cond zoning ordinance, drafted letter of violation notification, delivered to Mr King	Enforcement actions
7.13.22	Office	Heated discussions with Mr King concerning ordinance violations	discussions
7.13.22	200 S Salisbury Ave	Discussed ordinance violations with building owner	discussions
7.13.22	Innospec	Map showing access rd ROW	Drafted and sent to Innospec
7.13.22	Long Ferry	Questions concerning truck stop development	Answered questions
7.14.22	200 S Salisbury Ave	Interview with Salisbury Post about code enforcement efforts	Answered questions
7.15.22	Montclair Lane	Realignment questions with truck stop developer	Answered questions
7.15.22	Long Ferry	Questions from distribution Ctr developer about annexation process	Answered questions
7.15.22	Whitehead	Floodplain questions from developer	Answered questions

7.18.22	office	Code enforcement questions from Jody Everhart	Answered questions
7.18.22	Fisher Lamb	Water and sewer easement questions	Answered questions
7.18.22	all	Discussed code enforcement workshop with Peter	Discussions
7.18.22	200 S Salisbury	Met with Kyle to review history and enforcement efforts	discussion
7.20.22	Hollywood	Property owner meeting to discuss property too small to build on	discussions
7.20.22	all	Trash pickup policy with Peter	discussions
7.21.22	NC Finishing Site	Visited site in preparation for meeting	Site visit
7.21.22	all	Townhome memo	Drafted and distributed
7.21.22	various	Victor Wallace on various pending developments	discussions
7.21.22	office	Meeting with development team on NC Finishing property	discussions
7.21.22	S Rowan Ave	Garage enclosure	Issued zoning permit
7.22.22	office	Administrative assistant position interview	participated
7.22.22	office	Agenda and ordinance paperwork on four items	Drafted and delivered
7.22.22	office	Met with Ronnie Smith on River Park project	discussions
7.22.22	office	Met with PB Chair Moser on various issues	Answered questions
7.25.22	4th St	Questions about building on vacant lot	Answered questions
7.25.22	Fisher Lamb Project	Questions about economic incentive policy	Answered questions
7.25.22	Long Ferry	Distribution Center development questions	Answered questions
7.25.22	302 S Iredell	Questions about storage building	Answered questions
7.25.22	200 S Salisbury Ave	Discussions with building owner about ordinance violations	Discussion
7.26.22	200 S Salisbury	Checked property for violation, cars in front parking lot	Site visit
7.26.22	200 S Salisbury	Emailed notification of violation to Mr. King and property owner	Advised of violation
7.26.22	general	Questions concerning cell tower allowed locations	Answered questions
7.26.22	office	Staff meeting	attended
7.26.22	Innospec	Met to discuss access road process	discussions
7.26.22	200 S Salisbury	Met with Mike King concerning ordinance violation,	heated conversation

7.27.22	various	Discussed annexation process with various people on several projects	discussions
7.27.22	Long Ferry	Annexation paperwork for distribution center project	Prepared and sent to developer
7.27.22	office	Met with NCDOT on access road	participated
7.27.22	Transportation Museum	Questions concerning banner signs	Answered questions
7.28.22	Montclair Dr	Walk property to determine best road routing	Site visit
7.28.22	Montclair Dr	Design realignment	drafted
7.28.22	Montclair Dr	Discussion with property owners on possible realignment	Various discussions
7.28.22	Salisbury Ave	Saved box turtle crossing the street	A southern gentleman's duty
7.28.22	812 Yadkin Ave	Zoning permit home addition	Issued zoning permit
7.28.22	709 Yadkin Ave	reroofing	Issued zoning permit

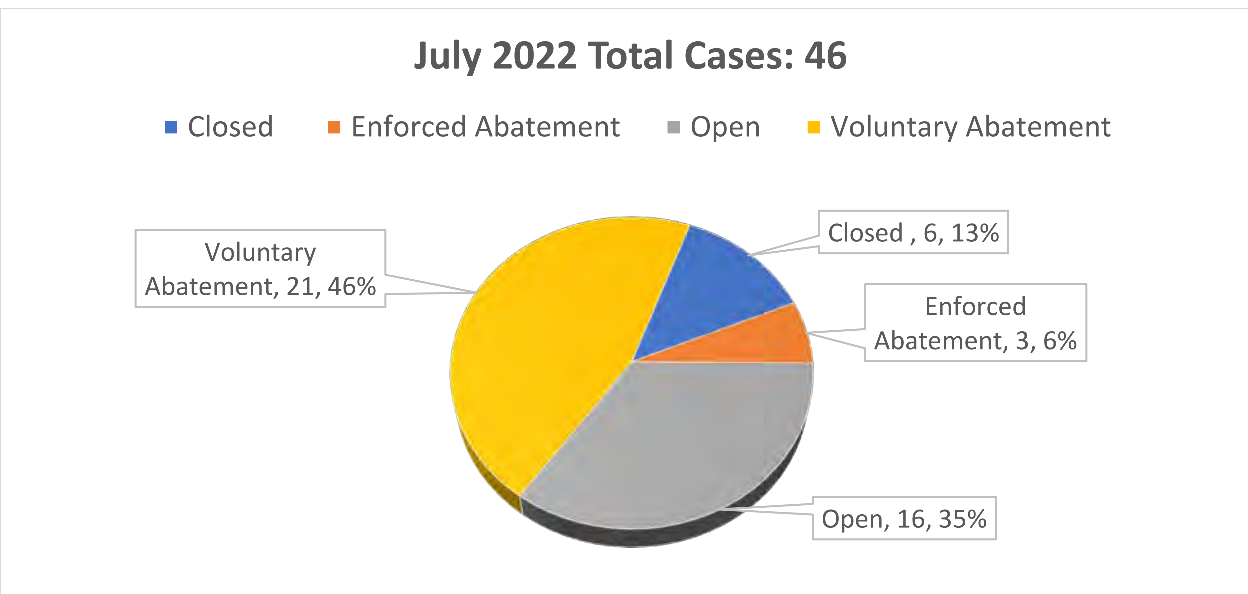
Code Enforcement Office

MH - Minimum Housing / OL - Overgrown Lot / HD - Historic District/ JV - Junk Vehicle / JP - Junk Pile / AWG - Abandoned White Goods / AC - Animal Control / IP - Illegal Parking /AB - Abandoned Building / ZV - Zoning Violation / CM - Commercial Maintenance/ Open Red - Open Active Case / Abated Green - Case Closed & Cleared / Unfounded Blue - No Violation Found,

Monthly Report

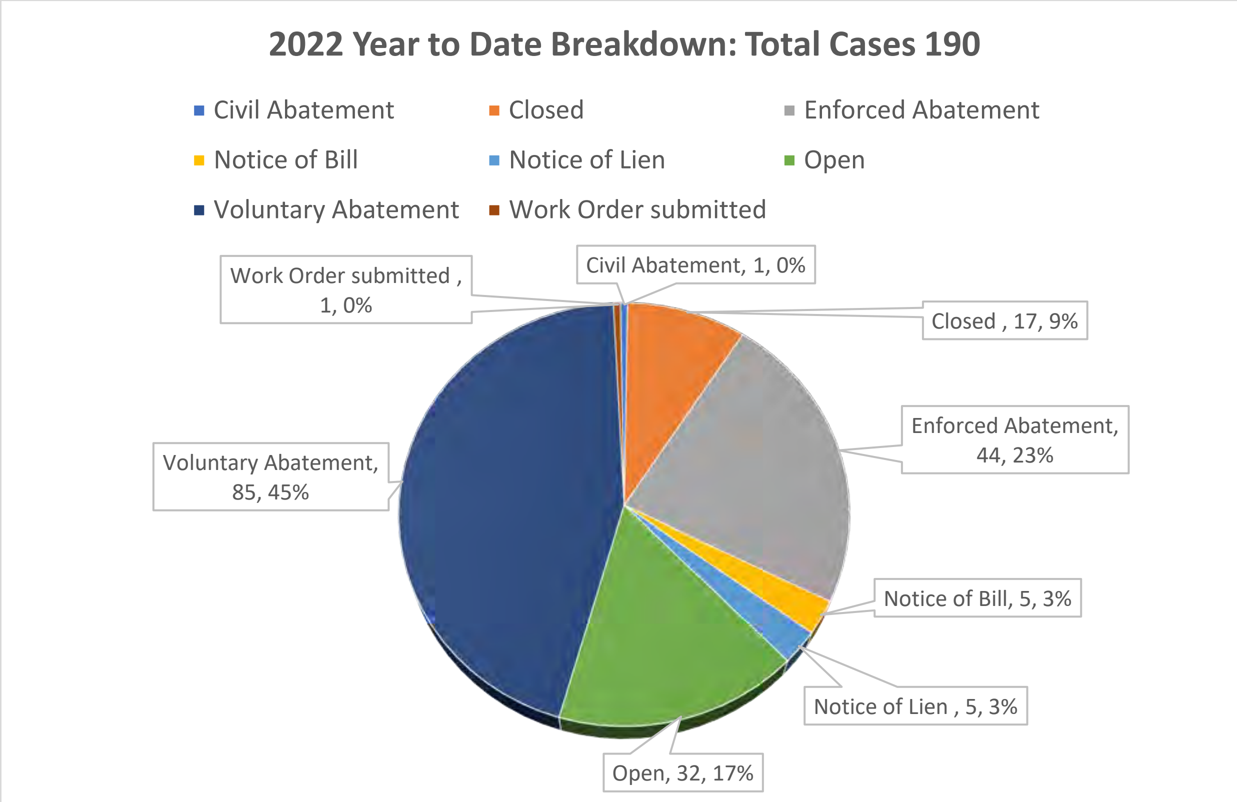
July 2022 Highlights

- JULY 2022: 46 total Cases, 16 Open, 30 Closed
- Year to Date: 190 Cases
- Notice of Violations for June: 10
- Nuisance Abatement: 204 S Iredell Ave – Junk Pile in Back yard and Front porch



Updated: July 29, 2022

Code Enforcement Office



2022 Open Cases

Case Number	Address	Violation	Status
202200194	709 7th St	High Grass and Weeds	Open
202200192	904 S Salisbury Ave	High Grass and Weeds	Open
202200189	400 S YADKIN AVE	CAN NOT SEE PAST THE GROWTH FACING WESTERLY TO AVOID AN ACCIDENT	Open
202200185	812 4th St	High Grass and Weeds	Open
202200184	0 S SALISBURY AVE	HIGH GRASS IN THE BACK OF PRESTO PRINTING IN THE ALLEYWAY	Open
202200183	403 Pinecroft Ln	High Grass and Weeds	Open
202200181	412 Crestwood Ln	High Grass and Weeds	Open
202200178	507 S Yadkin Ave	High Grass and Weeds	Open
202200174	911 2nd St	Tree on roof	Open
202200173	210 Gobbel St	High Grass and Weeds	Open

Updated: July 29, 2022

Code Enforcement Office

202200172	529 Steeplechase Tr	Overgrowth on home, pile of yard debris in backyard and down tree on side yard	Open
202200170	700 4th St	High Grass and Weeds	Open
202200165	510 4th St	High Grass and Weeds	Open
202200155	1112 Elizabeth Ave	Multiple tractor trailers parked on this parcel. Home on parcel being renovated in order to be occupied	Open
202200149	1102 Charles St	Vans parked on the left and right hand side of the home in the grass	Open
202200148	1103 Charles St	High Grass and weeds	Open
202200146	508 2nd St	Backyard covered with vegetation and unkept	Open
202200145	512 2nd St	Damaged front porch and roof from fallen tree	Open
202200141	204 s rowan av	High grass/rear yard	Open
202200134	200 S Rowan Av	Rat infestation	Open
202200107	311 S Rowan Av	High Grass and weeds	Open
202200101	315 N Rowan Ave	Trees growing in gutter and backyard looks very trashy, pile of dirt with weeds	Open
202200063	401 W 17th St	Major roof damage from tree falling on the house	Open
202200045	303 S Iredell Ave	Front porch unsafe with missing wood	Open
202200038	119 5th St	Wall in alleyway next to 121 5th may collapse	Open
202200037	222 N. Salisbury Ave	Missing aluminum wrap and facia board on front of roof.	Open
202200034	613 5th St	Porch roof dilapidated	Open
202200033	704 5th St	Hole in roof	Open
202200027	504 1st street	House caught fire	Open
202200026	705 N Salisbury Ave Apt B	Junk pile in front yard	Open
202200015	804 S. Salisbury Ave	Car crashed into living room	Open
202200002	414 S Carolina Ave	Front porch have large hole left open from recent attempt to repair	Open

July 2022 Monthly Case Status Report

7/1/2022 - 7/29/2022

Group: Closed

Case #	Case Date	Main Status	Last Status Change Date	Complaint Received	Violation Address	Nature of Complaint
202200180	7/20/2022	Closed	7/21/2022	Phone Call	511 5th St	Cone blocking the alleyway preventing access to home
202200177	7/18/2022	Closed	7/19/2022	Phone Call	170 ZEB ST	Water leaking from roof causing brown spots on ceiling and potential mold
202200171	7/15/2022	Closed	7/18/2022	Phone Call	529 Steeplechase	Trash cans over flowed with bags on the ground
202200168	7/13/2022	Closed	7/15/2022	Site Visit	705 4th St	High Grass and Weeds
202200166	7/13/2022	Closed	7/15/2022	Site Visit	306 S Iredell Ave	High Grass and Weeds
202200152	7/11/2022	Closed	7/11/2022	Portal Complaint	Corner of Crestwood Forestdale	Hi- I've got my house on the market and the home across the street has been vacant and the yard hasn't been mowed for months, It is a very bad look for the town. Has this been addressed with the owner of the property? Thank you
202200143	6/21/2022	Closed	7/12/2022	Walk In	529 STEEPLE CHASE RD	PARKING IN THE YARD & CAR WITHOUT TAGS FOR OVER A YEAR
202200142	6/15/2022	Closed	7/27/2022	Portal Complaint	206 s rowan av	High grass/rear of property

Group Total: 8

Group: Enforced Abatement

Case #	Case Date	Main Status	Last Status Change Date	Complaint Received	Violation Address	Nature of Complaint
202200163	7/13/2022	Enforced Abatement	7/25/2022	Site Visit	408 S Spencer Ave	High Grass and Weeds
202200154	7/7/2022	Enforced Abatement	7/21/2022	Site Visit	101 Sowers Ferry Rd	Appliances in the yard and in the back of a pickup truck

202200153	7/11/2022	Enforced Abatement	7/27/2022	Site Visit	303 S Iredell Ave	High grass and weeds
202200130	6/1/2022	Enforced Abatement	7/18/2022	Site Visit	913 2nd St	Junk pile in the front yard
202200129	6/1/2022	Enforced Abatement	7/18/2022	Site Visit	913 2nd St	High Grass and Weeds
202200121	6/1/2022	Enforced Abatement	7/15/2022	Site Visit	114 Lexington Ave	High Grass and Weeds
202200044	3/31/2022	Enforced Abatement	7/28/2022	Site Visit	204 S Iredell Ave	Junk pile on the front porch and in the backyard

Group Total: 7

Group: Notice of Bill

202200138	6/8/2022	Notice of Bill	7/12/2022	Site Visit	600 3rd st	High Grass and Weeds
202200132	6/3/2022	Notice of Bill	7/12/2022	Site Visit	401 Crestwood Ln	High Grass and Weeds

Group Total: 2

Group: Notice of Lien

202200124	6/1/2022	Notice of Lien	7/27/2022	Site Visit	816 5th St	High Grass and Weeds
202200065	4/13/2022	Notice of Lien	7/13/2022	Site Visit	600 3rd St	High Grass and weeds

Group Total: 2

Group: Open

202200194	7/28/2022	Open	7/28/2022	Site Visit	709 7th St	High Grass and Weeds
202200192	7/27/2022	Open	7/27/2022	Site Visit	904 S Salisbury Ave	High Grass and Weeds
202200189	7/25/2022	Open	7/25/2022	Walk In	400 S YADKIN AVE	CAN NOT SEE PAST THE GROWTH FACING WESTERLY TO AVOID AN ACCIDENT
202200185	7/25/2022	Open	7/26/2022	Phone Call	812 4th St	High Grass and Weeds
202200184	7/25/2022	Open	7/25/2022	Walk In	0 S SALISBURY AVE	HIGH GRASS IN THE BACK OF PRESTO PRINTING IN THE ALLEYWAY
202200183	7/21/2022	Open	7/21/2022	Site Visit	403 Pinecroft	High Grass and Weeds
202200181	7/21/2022	Open	7/21/2022	Site Visit	412 Crestwood Ln	High Grass and Weeds
202200178	7/19/2022	Open	7/19/2022	Site Visit	507 S Yadkin Ave	High Grass and Weeds

202200174	7/15/2022	Open	7/18/2022	Site Visit	911 2nd St	Tree on roof
202200173	7/18/2022	Open	7/26/2022	Site Visit	210 Gobbel St	High Grass and Weeds
202200172	7/18/2022	Open	7/18/2022	Phone Call	529 Steeplechase Tr	Overgrowth on home, pile of yard debris in backyard and down tree on side yard
202200170	7/14/2022	Open	7/15/2022	Site Visit	700 4th St	High Grass and Weeds
202200165	7/13/2022	Open	7/18/2022	Site Visit	510 4th St	High Grass and Weeds
202200155	7/7/2022	Open	7/12/2022	Site Visit	1112 Elizabeth Ave	Multiple tractor trailers parked on this parcel. Home on parcel being renovated in order to be occupied
202200149	7/1/2022	Open	7/1/2022	Site Visit	1102 Charles St	Vans parked on the left and right hand side of the home in the grass
202200148	7/1/2022	Open	7/1/2022	Site Visit	1103 Charles St	High Grass and weeds

Group Total: 16

Group: Voluntary Abatement

202200195	7/28/2022	Voluntary Abatement	7/29/2022	Site Visit	200 S Salisbury Ave	Banner displayed on front of business without a permit
202200193	7/25/2022	Voluntary Abatement	7/27/2022	Site Visit	0 Meadow St	High Grass and Weeds
202200191	7/26/2022	Voluntary Abatement	7/27/2022	Site Visit	810 4th St	High Grass and Weeds
202200190	7/25/2022	Voluntary Abatement	7/27/2022	Email	0 S Whitehead Ave	High Grass and Weeds
202200186	7/25/2022	Voluntary Abatement	7/27/2022	Site Visit	453 STEEPLECHASE TR	HIGH GRASS AND WEEDS IN THE FRONT AND BACK YARDS
202200182	7/21/2022	Voluntary Abatement	7/25/2022	Site Visit	508 Charles st	High Grass and Weeds
202200179	7/19/2022	Voluntary Abatement	7/21/2022	Site Visit	510 S Yadkin Ave	High Grass and Weeds
202200176	7/19/2022	Voluntary Abatement	7/21/2022	Portal Complaint	611 S Carolina ave	Does not keep his side of the alley cleaned/trimmed. Starting to scratch cars. This includes tree branches
202200175	7/18/2022	Voluntary Abatement	7/18/2022	Site Visit	1100 Charles St	High Grass and weeds

202200169	7/13/2022	Voluntary Abatement	7/18/2022	Site Visit	314 S Iredell Ave	High Grass and Weeds
202200167	7/13/2022	Voluntary Abatement	7/18/2022	Site Visit	302 S Carolina Ave	High Grass and Weeds
202200164	7/13/2022	Voluntary Abatement	7/18/2022	Site Visit	608 4th St	High Grass and Weeds
202200162	7/13/2022	Voluntary Abatement	7/26/2022	Site Visit	602 S Carolina Ave	High Grass and Weeds
202200161	7/13/2022	Voluntary Abatement	7/18/2022	Site Visit	600 S Carolina Ave	High Grass and Weeds
202200160	7/13/2022	Voluntary Abatement	7/18/2022	Site Visit	510 S Carolina Ave	High Grass and Weeds
202200159	7/13/2022	Voluntary Abatement	7/18/2022	Site Visit	508 S Carolina Ave	High Grass and Weeds
202200158	7/13/2022	Voluntary Abatement	7/18/2022	Site Visit	502 S Carolina Ave	High Grass and Weeds
202200157	7/12/2022	Voluntary Abatement	7/18/2022	Site Visit	108 6th St	High Grass and Weeds
202200156	7/7/2022	Voluntary Abatement	7/12/2022	Site Visit	104 Sowers Ferry Rd	indoor furniture, storage of cleaning supplies on and around the porch
202200151	7/7/2022	Voluntary Abatement	7/11/2022	Site Visit	702 4th St	High grass and weeds
202200150	7/7/2022	Voluntary Abatement	7/11/2022	Site Visit	704 4th St	High Grass and weeds
202200147	6/28/2022	Voluntary Abatement	7/18/2022	Phone Call	706 3rd St	Junk Pile in backyard
202200036	3/16/2022	Voluntary Abatement	7/7/2022	Site Visit	1216 S Salisbury Ave	Exterior of property with large amount of debris and trash
202200025	3/2/2022	Voluntary Abatement	7/29/2022	Site Visit	2555 N US 29 Hwy	Piles of junk from illegal dumping
202103026	3/23/2021	Voluntary Abatement	7/14/2022	Site Visit	1411 S Salisbury Ave	Roof requires repair on the left hand side of the building

Group Total: 25

Total Records: 60

7/29/2022

CODE ENFORCEMENT OFFICE

SPENCER BOARD OF ALDERMAN July 28, 2022

SUMMARY OF EVENTS

SUBJECT: Status Update

1. Reference Town of Spencer Code of Ordinances, 93.22 MAINTENANCE OF EXTERIOR OF PREMISES
2. The following Properties are the focus of this summary:
    a. 204 S. Iredell Ave
3. On March 31, 2022 at **204 S. IREDELL AVE** the Code Enforcement Officer observed from the road this property with decking that had been taken apart and left in a pile. After further investigation I observed the front porch had numerous empty boxes and Christmas decorations and assorted trash and debris. I prepared a Notice of Violation for this property on the same day, March 31, 2022, mailed to the registered owner and in addition, I posted the Notice of Violation on the front door. The owners/occupants had until April 16, 2022 in order to be compliant.
4. The owner Sulin Johnson called me the afternoon of April 5, 2022, after seeing the NOV's that I posted on the front door and told me that they were moving to Lexington, NC and they were leaving the home for the new owners. She placed the NOV's on a table for the new owners to see since they were about to close on the home in about a week. So, I waited for the home sale to be completed but after several weeks of waiting I decided to create a work order for the clean-up.
5. On May 13, 2022 I created a work order to Spencer Public Works department for the clean up of the property. After Public Works was able to get to the property to evaluate the site, I was notified by the PW Director that they were not able to clean up the property due to the difficulty in getting into the backyard and that I should contract the clean-up.
6. On July 01, 22, I started the search for contractors and on July 21, 2022 I received the required number of quotes, selected Imperial Clean Out LLC and scheduled the clean-up for July 28, 2022 at 9am.
7. At 9:30am on July 28, 2022, Imperial Clean Out LLC arrived at the home prepared to clean-up the property with 2 men and 1 truck and was completed at 1:00pm.
8. Property before clean-up *see Exhibit A*.
9. Property after clean-up *see Exhibit B*.

JAMES OSBORNE
Code Enforcement Officer
Town of Spencer

Exhibit A: 204 S. Iredell Ave Front Porch and yard condition before clean up

Exhibit A: 204 S. Iredell Ave Front Porch and yard condition before clean up

Exhibit B: 204 S. Iredell Ave After Clean-up

Exhibit B: 204 S. Iredell Ave After Clean-up

Activity Log Event Summary (Totals)

Spencer Police Department

(06/25/2022 - 07/25/2022)

<No Event Type Specified>	2	8th Street Ballpark Check	64
911 Hang-Up	1	Administrative Work	26
Alarm - Hold-up	1	Alarm - Other	10
Animal Complaint	3	Assault - Sexual	1
Assist - East Spencer Police	56	Assist - EMS	1
Assist - Fire Department	10	Assist - Motorist/Public	7
Assist - NCHP	2	Assist - Other Agency	4
Assist - Other Officer	10	Assist - Sheriff's Office	7
B&E-Vehicle in Progress	1	B&E-Vehicle, Report	1
Business Check-Drive Through	169	Calls For Service (General)	2
Court	1	District Attorney's Office	1
Disturbance	4	Disturbance- Verbal	8
Disturbance-Physical	1	Domestic - Property Pick-up	1
Escort - Funeral	2	Follow-up Investigation - Outside Town Limits	1
Follow-up Investigation- Spencer	5	Foot Patrol - Business	66
Foot Patrol - Residential	1	Found Property	3
Fraud - Report	1	House Check	3
Interview	2	Involuntary Commitment	3
Larceny - In-Progress	3	Larceny - Report	8
Maintenance - Equipment	1	Maintenance - Vehicle	9
Meeting	22	Missing Juvenile	1
NCTM - Drive Through	140	NCTM - Foot Patrol	27
Noise Complaint	4	Norfolk Southern Railroad-Drive Through	1
Overdose	2	Park Check	97
Property - Recovered Stolen	1	Property Damage - Report	1
Public Service	8	School Check - NRES	38
School Check - NRHS	37	School Check - NRMS	41
Security Check/Standby	11	Shots Fired	2
Special Assignment - Other	7	SRO Duties	1
Subject with Gun	1	Subpoena Service	25
Suspicious - Activity	7	Suspicious - Vehicle	4
Traffic Accident - PD	5	Traffic Accident - PI	2
Traffic Complaint	3	Traffic Control	1

Activity Log Event Summary (Totals)

Spencer Police Department

(06/25/2022 - 07/25/2022)

Training - School	9	Training-Virtual Zoom Web-Ex, etc.	1
Trespassing - In-Progress	1	Unattended Death	1
Unlock Vehicle	1	Vehicle Stop	12
Warrant Service	3	Welfare Check	4

Total Number Of Events: 1,023

OFFICE OF THE FIRE CHIEF
Post Office Box 45 Spencer, NC 28159-0045
704.637.6135
mlanning@spencernc.gov

August 2022 Monthly Report

Calls for Service-As of 07/01/22-07/28/22

Fire: 31
EMS: 46

Monthly Total:77

2022 Total: 514

Apparatus:

- All equipment remains in service.
- Engine Replacement- Current manufacturing lead time for apparatus is a minimum of 22 months.

Equipment:

- Still awaiting results of $35,000 grant from NCOSFM

Special Events:

- National night Out- August 2nd- 1730
- Coffee with the Chiefs- August 9th- 0900

Personnel:

- Addition of 2 PT firefighters, accepted one resignation.
- Current PT employee Jason Ussery accepted the vacant FT position. Will begin August 8th
- Still waiting for FEMA to award SAFER Grants.

Station:
No Updates.

Special Information:

- As we grow as an organization, the need for an addition becomes more dire. Not only for today's needs, but the needs of the future to facilitate future growth. Appropriate accommodations will aid with recruitment and retention.

704-633-2231
townofspencer.com

Post Office Box 45
Spencer, NC 28159-0045

SPENCER
NORTH CAROLINA
Rowan's Original Gateway.

AGENDA ITEM

Board Meeting Date: 8/9/2022

Issue under Consideration:	Public Works Monthly Report
Current Status:	N/A
Points to Consider:	N/A
Financial Impact:	N/A
Options:	No approval needed. This item is for information only.
Recommendations:	N/A
Department:	Public Works Department

DIRECTOR OF PUBLIC WORKS
Post Office Box 45 Spencer, NC 28159-0045
704.633.2231 Ext. 50 Ofc.
704.633.3837 Fax
http://www.ci.spencer.nc.us

August 2022 Board of Alderman Meeting

1) Regular services (Sanitation, Brush, and Mowing) are running on schedule. Brush has continued to be heavy the last several weeks due to afternoon thunder storms. We have been working diligently to get all of the citizen's debris picked up.
2) **Reminder:** Trash Service will be running one day late the week of September 5th through September 9th, due to observing the Labor Day Holiday.

Labor Day	Monday	September 5th	*** **Monday will run on Tuesday (September 6th)** *** **Tuesday will run on Wednesday (September 7th)** *** **Wednesday will run on Thursday (September 8th)**

3) The Date for the fall mulch give-away has been set for October 1st, from 7:00 am until 12:00 pm. Delivery for in town residents will be available, and residents can call ahead to request delivery. **Three loads per residence Max.** The recycling center will also be open.
4) On July 15th, a thunderstorm rolled through and whether lightning struck the building or just a power surge, it caused numerous electrical problems at the Public Works Garage. All issues have been fixed except for the air compressor. The contacts in it welded together and Ingersoll Rand is waiting on parts to complete the repair.
5) We have removed the bushes and tree at the Fire Department in preparation for the new landscaping. Godley's will be here on August 3rd to install the new plants around the building.
6) We have been doing some trimming over streets, sidewalks, and at intersections throughout Town as time allows. If you see an area that needs attention, please let Public Works or Town Hall know.
7) We continue to spray, (curbs, parks, sidewalks) as weather and time allows. As always, we will only spray what is necessary, and will continue to do so as time allows.

8) We continue to work at the 3rd Street and Carolina Intersection as time and weather allow. We have filled the hole most of the way, and we are now working with the homeowner to put back a better mixed dirt to repair the flower bed that was located in our work area. Once this is done, we will finish grade and sow grass to complete this project.

9) **CCAP update:**

Town staff along with Cindy Safrit held another Zoom meeting with the property owners on July 27th. Two of the three property owners were in attendance. We discussed the plans again and found out from them that their biggest concern is putting a buffer back to shield the rear of their homes from road noise, once the creek work is done. We are in the process of finding out from Bill Godley the best native trees for this type of scenario, along with the spacing for them, to determine a cost for this. We have to stay with native plants so that we can plant within the work zone, so as not to encroach on their property any further. The planting of this buffer line is not part of the grant, so the Town will be responsible for funding this if we can find a reasonable solution. Once we get these numbers together, we will bring it to the board for approval, then set up another meeting with the property owners.

10) Since last report:

There were 0 abatements issued and completed by Public Works this month.

11) Work Orders were completed as necessary, along with several citizen engagement requests.

Monthly Events:

August 2nd - Police and Fire National Night Out

September 5th - Labor Day

October 1st - Fall Mulch Give-away

Reporting Fund: 10-GENERAL FUND

0000-10-Revs

-

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
10-3100-000 TAXES, PRIOR YEARS	$3,700.00	$3,700.00	$0.00	$0.00	$0.00	$3,700.00	0
10-3194-000 TAXES, 3RD PRIOR YR	$3,200.00	$3,200.00	$0.00	$0.00	$0.00	$3,200.00	0
10-3195-000 TAXES, 2ND PRIOR YR	$8,000.00	$8,000.00	$0.00	$0.00	$0.00	$8,000.00	0
10-3196-000 TAXES, FIRST PRIOR Y	$39,000.00	$39,000.00	$0.00	$0.00	$0.00	$39,000.00	0
10-3197-100 AD VALOREM TAXES CUR	$1,475,094.00	$1,475,094.00	$0.00	$0.00	$0.00	$1,475,094.00	0
10-3197-101 AD VALOREM TAXES VEH	$156,167.00	$156,167.00	$0.00	$0.00	$0.00	$156,167.00	0
10-3197-102 MUNICIPAL VEHICLE TA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3197-180 TAX INTEREST & PENAL	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	0
10-3197-190 DOG TAX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3231-000 1% SALES TAX (ART 39	$362,118.00	$362,118.00	$0.00	$0.00	$0.00	$362,118.00	0
10-3232-000 1/2% SALES TAX (ART	$226,639.00	$226,639.00	$0.00	$0.00	$0.00	$226,639.00	0
10-3233-000 1/2% SALES TAX (ART	$178,446.00	$178,446.00	$0.00	$0.00	$0.00	$178,446.00	0
10-3234-000 TELECOMM.SALES TAX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3235-000 1/2% SALES TAX (ART	$310,033.00	$310,033.00	$0.00	$0.00	$0.00	$310,033.00	0
10-3260-000 PRIVILEGE LICENSE FE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3261-000 CABLE TV FRANCHISE F	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3314-004 FED.DRUG SEIZURE REV	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3317-004 STATE DRUG SEIZURE R	$0.00	$0.00	$0.00	$13.33	$13.33	$13.33	0
10-3318-000 INTANGIBLES TAX REIM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3322-000 BEER & WINE TAX	$13,706.00	$13,706.00	$0.00	$0.00	$0.00	$13,706.00	0
10-3324-000 UTILITY FRANCHISE TA	$195,000.00	$195,000.00	$0.00	$0.00	$0.00	$195,000.00	0
10-3325-000 FOOD STAMP REIMBURSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3326-000 SOLID WASTE DISPOSAL	$2,587.00	$2,587.00	$0.00	$0.00	$0.00	$2,587.00	0
10-3327-000 INVENTORY TAX REIMBU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3431-000 COURT, PKG FEES, REP	$2,000.00	$2,000.00	$0.00	$58.50	$58.50	$1,941.50	3
10-3436-000 FIRE PROTECT.-EAST S	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3437-000 FIRST RESPONDER FEES	$4,020.00	$4,020.00	$0.00	$335.00	$335.00	$3,685.00	8
10-3437-001 Rowan County Fire De	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3438-000 ROWAN-SALIS SCHOOLS	$134,518.00	$134,518.00	$0.00	$0.00	$0.00	$134,518.00	0
10-3439-000 NCTM PAYMENTS	$29,247.00	$29,247.00	$0.00	$2,437.33	$2,437.33	$26,809.67	8
10-3440-000 WATER BOND FROM SALI	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3491-000 ZONING FEES	$8,000.00	$8,000.00	$0.00	$360.00	$360.00	$7,640.00	5
10-3491-001 LIEN PAYMENTS	$9,000.00	$9,000.00	$0.00	$0.00	$0.00	$9,000.00	0
10-3500-510 SOL/WASTE COLLECTION	$220,000.00	$220,000.00	$0.00	$0.00	$0.00	$220,000.00	0
10-3500-530 BULKY ITEM COLLECTIO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3500-540 RECYCLING FEES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3500-550 YARD WASTE SALES	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
10-3831-000 INVESTMENT EARNINGS	$16,800.00	$16,800.00	$0.00	$3,010.22	$3,010.22	$13,789.78	18
10-3833-001 Donations-Police Dep	$0.00	$0.00	$0.00	$500.00	$500.00	$500.00	0
10-3833-002 Donations-Other	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
10-3833-003 FIRE DEPT MEMORIALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3833-004 DONATIONS-FIRE DEPAR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3833-005 Donations-Arbor Day	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3835-000 SALES-FIXED ASSETS	$20,000.00	$20,000.00	$0.00	$0.00	$0.00	$20,000.00	0
10-3837-000 ABC REVENUES	$14,000.00	$14,000.00	$0.00	$0.00	$0.00	$14,000.00	0
10-3838-000 INSURANCE REIMBURSEM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3839-000 MISCELLANEOUS REVENU	$30,000.00	$30,000.00	$0.00	$10.00	$10.00	$29,990.00	0
10-3839-001 CIVIL CITATIONS - PO	$100.00	$100.00	$0.00	$0.00	$0.00	$100.00	0
10-3839-002 CIVIL CITATIONS - LA	$100.00	$100.00	$0.00	$0.00	$0.00	$100.00	0
10-3840-000 LIBRARY PARK RES.FEE	$100.00	$100.00	$0.00	$0.00	$0.00	$100.00	0
10-3840-001 STANBACK FOREST RES.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0

Budget Analysis - Revenue & Expenses

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
10-3841-000 STATE SHARED REVENUE	$14,116.00	$14,116.00	$0.00	$0.00	$0.00	$14,116.00	0
10-3920-000 LEASE PROCEEDS	$273,000.00	$273,000.00	$0.00	$0.00	$0.00	$273,000.00	0
10-3984-000 PROCEEDS FROM LOAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3984-050 TRF.FROM SEWER FUND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3984-060 RES EQTY TRF-SOL WAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3984-070 TRF FROM CAPITAL RES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3985-000 FEDERAL GRANT - ARPA	$586,000.00	$586,000.00	$0.00	$0.00	$0.00	$586,000.00	0
10-3985-001 OTHER FIN.SOR-CAP LE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3985-002 OTHER GRANTS	$975.00	$975.00	$0.00	$0.00	$0.00	$975.00	0
10-3985-003 GRANTS-STANBACK FORE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3985-004 STATE GRANTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3985-050 RES.EQUITY TRF.-SEWE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3985-060 TRANSF FROM POWELL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3985-070 RESTRICTED REVENUE F	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3986-001 SCHOOL RESOURCE OFFI	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-3991-000 APPROPRIATED FUND BA	$320,000.00	$320,000.00	$0.00	$0.00	$0.00	$320,000.00	0
10-3991-001 APPROPRIATED CAPITAL	$197,673.00	$197,673.00	$0.00	$0.00	$0.00	$197,673.00	0
0000-10-Revs	$4,874,339.00	$4,874,339.00	$0.00	$6,724.38	$6,724.38	$4,868,641.28	0

Budget Analysis - Revenue & Expenses

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4110-10-GOVERNING BODY							
-							
10-4110-121 SALARIES/WAGES-REGUL	$24,675.00	$24,675.00	$0.00	$2,056.25	$2,056.25	$22,618.75	8
10-4110-181 FICA	$1,888.00	$1,888.00	$0.00	$157.35	$157.35	$1,730.65	8
10-4110-185 WORKERS COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-186 UNEMPLOYMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-191 SERVICES-ACCOUNTING	$12,875.00	$12,875.00	$0.00	$0.00	$0.00	$12,875.00	0
10-4110-192 SERVICES-LEGAL	$27,500.00	$27,500.00	$0.00	$0.00	$0.00	$27,500.00	0
10-4110-194 CONTRACT SERVICES	$35,000.00	$35,000.00	$0.00	$0.00	$0.00	$35,000.00	0
10-4110-212 UNIFORMS	$280.00	$280.00	$0.00	$0.00	$0.00	$280.00	0
10-4110-291 SUPPLIES DATA PROCES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-299 SUPPLIES AND MATERIA	$1,200.00	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
10-4110-311 TRAVEL	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0
10-4110-321 TELEPHONE & INTERNET	$539.00	$539.00	$0.00	$0.00	$0.00	$539.00	0
10-4110-329 OTHER COMMUNICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-370 ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-395 TRAINING	$2,900.00	$2,900.00	$0.00	$0.00	$0.00	$2,900.00	0
10-4110-399 OTHER SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-451 INSURANCE-PROP/GEN/P	$2,710.00	$2,710.00	$0.00	$0.00	$0.00	$2,710.00	0
10-4110-491 DUES AND SUBSCRIPTIO	$11,238.00	$11,238.00	$0.00	$5,397.00	$5,397.00	$5,841.00	48
10-4110-498 Spencer Business Ass	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-499 MISCELLANEOUS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-550 CO-EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-570 CO-LAND	$50,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-580 CO-INFRASTRUCTURE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-600 NONPROFIT GRANTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-610 COMMUNITY APPEARANCE	$12,000.00	$12,000.00	$0.00	$0.00	$0.00	$12,000.00	0
10-4110-620 HISTORIC PRESERVATIO	$13,300.00	$13,300.00	$0.00	$0.00	$0.00	$13,300.00	0
10-4110-625 DONATION-LIBRARY PAR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-630 ROWAN COUNTY ELECTIO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-631 ROWAN COUNTY TAX COL	$16,052.00	$16,052.00	$0.00	$0.00	$0.00	$16,052.00	0
10-4110-640 TOURISM AND EVENTS	$26,000.00	$26,000.00	$465.00	$825.26	$825.26	$24,709.74	3
10-4110-645 SPENCER PARTNERSHIP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-650 FACADE GRANT -COMM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-651 FACADE GRANT-RESIDEN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-660 TRF.TO SOLID WASTE F	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-665 RES EQUITY TRF-FLEET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-930 TRANSFER TO CAPITAL	$0.00	$196,673.00	$0.00	$0.00	$0.00	$196,673.00	0
10-4110-983 TRF.TO CAP.RES.(FIRE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4110-999 CONTINGENCIES	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$25,000.00	0
4110-10-GOVERNING BODY	$267,157.00	$413,830.00	$465.00	$8,435.86	$8,435.86	$404,929.14	2

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4130-10-ADMINISTRATION							
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10-4130-121 SALARIES/WAGES-REGUL	$294,334.00	$294,334.00	$0.00	$11,306.82	$11,306.82	$283,027.18	4
10-4130-122 SALARIES/WAGES-OVERT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-126 SALARIES/WAGES/TEMPO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-127 SALARIES/WAGES-BONUS	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0
10-4130-133 401K Town Match	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-181 FICA	$21,478.00	$21,478.00	$0.00	$837.29	$837.29	$20,640.71	4
10-4130-182 RETIREMENT	$34,197.00	$34,197.00	$0.00	$1,485.95	$1,485.95	$32,711.05	4
10-4130-183 GROUP INSURANCE	$45,669.00	$45,669.00	$0.00	$3,531.52	$3,531.52	$42,137.48	8
10-4130-184 401K CONTRIBUTION	$12,960.00	$12,960.00	$0.00	$505.60	$505.60	$12,454.40	4
10-4130-185 WORKERS COMPENSATION	$524.00	$524.00	$0.00	$468.91	$468.91	$55.09	89
10-4130-186 UNEMPLOYMENT	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
10-4130-191 SERVICES-ACCOUNTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-193 MEDICAL SERVICES	$2,765.00	$2,765.00	$0.00	$0.00	$0.00	$2,765.00	0
10-4130-194 CONTRACT SERVICES	$130,009.00	$130,009.00	$34,044.58	$12,582.26	$12,582.26	$83,382.16	10
10-4130-198 SERVICES-ENGINEERING	$25,000.00	$25,000.00	$0.00	$0.00	$0.00	$25,000.00	0
10-4130-211 JANITORIAL SUPPLIES	$900.00	$900.00	$0.00	$0.00	$0.00	$900.00	0
10-4130-212 UNIFORMS	$320.00	$320.00	$0.00	$0.00	$0.00	$320.00	0
10-4130-220 FOOD & PROVISIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-260 SUPPLIES-OFFICE	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0
10-4130-270 COVID	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-291 SUPPLIES-DATA PROCES	$3,225.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-296 SUPPLIES-MEDICAL	$100.00	$100.00	$0.00	$0.00	$0.00	$100.00	0
10-4130-299 SUPPLIES AND MATERIA	$3,000.00	$3,000.00	$0.00	$330.00	$330.00	$2,670.00	11
10-4130-311 TRAVEL	$3,250.00	$3,250.00	$0.00	$69.03	$69.03	$3,180.97	2
10-4130-321 TELEPHONE AND INTERN	$6,052.00	$6,052.00	$0.00	$353.93	$353.93	$5,698.07	6
10-4130-325 POSTAGE	$4,014.00	$4,014.00	$0.00	$0.00	$0.00	$4,014.00	0
10-4130-329 OTHER COMMUNICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-331 UTILITIES	$23,200.00	$23,200.00	$0.00	$1,673.50	$1,673.50	$21,526.50	7
10-4130-332 WATER/SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-341 PRINTING	$800.00	$800.00	$0.00	$0.00	$0.00	$800.00	0
10-4130-351 MAINTENANCE-BUILDING	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
10-4130-352 MAINT & REPAIRS - EQ	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-370 ADVERTISING	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
10-4130-394 CLEANING SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-395 TRAINING	$4,800.00	$4,800.00	$0.00	$825.00	$825.00	$3,975.00	17
10-4130-396 MEDICAL SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-397 TECHNOLOGY SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-398 PROFESSIONAL SERVICE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-399 OTHER SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-400 DAVID TREME EDUCATIO	$3,000.00	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0
10-4130-439 EQUIPMENT RENTAL	$6,897.00	$6,897.00	$0.00	$20.00	$20.00	$6,877.00	0
10-4130-440 MAINTENANCE CONTRACT	$20,464.00	$20,464.00	$13,183.05	$1,843.12	$1,843.12	$5,437.83	9
10-4130-441 LICENSE FEE	$26,651.00	$26,651.00	$6,847.50	$22,219.50	$22,219.50	($2,416.00)	83
10-4130-451 INSURANCE-PROP/GEN/P	$8,337.00	$8,337.00	$0.00	$0.00	$0.00	$8,337.00	0
10-4130-453 INSURANCE - BONDS	$550.00	$550.00	$0.00	$0.00	$0.00	$550.00	0
10-4130-491 DUES AND SUBSCRIPTIO	$1,813.00	$1,813.00	$0.00	$173.34	$173.34	$1,639.66	10
10-4130-492 WATER/SEWER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-499 MISCELLANEOUS	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
10-4130-521 CAPITAL SOFTWARE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-540 BOND PRINCIPAL/INTER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-550 CAP. OUTLAY-OTHER EQ	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-580 CAP.OUT-BLDG,STRUCT,	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0

Budget Analysis - Revenue & Expenses

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
10-4130-590 PARK PLAZA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-610 ECONOMIC DEV.COMM.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-620 ECON.DEV.ACTIVITIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-710 PRINICPAL	$68,340.00	$68,340.00	$0.00	$0.00	$0.00	$68,340.00	0
10-4130-720 INTEREST	$60,057.00	$60,057.00	$0.00	$0.00	$0.00	$60,057.00	0
10-4130-740 PARK PLAZZA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-750 LEASE PAYMENTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-800 DEPRECIATION EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-850 TRANSFER TO PARK PLA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-851 TRANSFER TO CORONAVI	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4130-999 CREDIT CARD CHARGES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
4130-10-ADMINISTRATION	$827,206.00	$823,981.00	$54,075.13	$58,225.77	$58,225.77	$711,680.10	14

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4310-10-POLICE OPERATIONS							
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10-4310-121 SALARIES/WAGES-REGUL	$734,065.00	$734,065.00	$0.00	$30,604.57	$30,604.57	$703,460.43	4
10-4310-122 SALARIES/WAGES-OVERT	$5,000.00	$5,000.00	$0.00	$395.89	$395.89	$4,604.11	8
10-4310-126 PART-TIME/TEMPORARY	$4,385.00	$4,385.00	$0.00	$0.00	$0.00	$4,385.00	0
10-4310-127 SALARIES/WAGES-BONUS	$12,800.00	$12,800.00	$0.00	$0.00	$0.00	$12,800.00	0
10-4310-131 SUPPLEMENTAL LAW RET	$7,135.00	$7,135.00	$0.00	$437.41	$437.41	$6,697.59	6
10-4310-133 LAW ENF.OFFICERS-401	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-181 FICA	$54,298.00	$54,298.00	$0.00	$2,317.78	$2,317.78	$51,980.22	4
10-4310-182 RETIREMENT	$90,729.00	$90,729.00	$0.00	$3,813.07	$3,813.07	$86,915.93	4
10-4310-183 GROUP INSURANCE	$141,508.00	$141,508.00	$0.00	$12,126.51	$12,126.51	$129,381.49	9
10-4310-184 401K CONTRIBUTION	$34,634.00	$34,634.00	$0.00	$1,530.24	$1,530.24	$33,103.76	4
10-4310-185 WORKERS COMPENSATION	$16,848.00	$16,848.00	$0.00	$15,017.34	$15,017.34	$1,830.66	89
10-4310-193 SERVICES-MEDICAL	$3,395.00	$3,395.00	$0.00	$0.00	$0.00	$3,395.00	0
10-4310-194 CONTRACT SERVICES	$12,750.00	$12,750.00	$0.00	$0.00	$0.00	$12,750.00	0
10-4310-212 UNIFORMS	$11,400.00	$11,400.00	$0.00	$0.00	$0.00	$11,400.00	0
10-4310-213 SUPPLIES-SAFETY	$1,900.00	$1,900.00	$0.00	$0.00	$0.00	$1,900.00	0
10-4310-231 DARE PROGRAM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-241 K-9 PROGRAM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-251 MOTOR FUEL AND LUBRI	$35,000.00	$35,000.00	$16,969.85	$3,030.15	$3,030.15	$15,000.00	9
10-4310-259 OTHER VEHICLE SUPPLI	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-260 SUPPLIES-OFFICE	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
10-4310-291 SUPPLIES-DATA PROCES	$12,641.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-292 SAFETY SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-296 SUPPLIES-MEDICAL	$990.00	$990.00	$0.00	$0.00	$0.00	$990.00	0
10-4310-299 SUPPLIES AND MATERIA	$11,640.00	$11,640.00	$343.56	$0.00	$0.00	$11,296.44	0
10-4310-311 TRAVEL	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$1,500.00	0
10-4310-321 TELEPHONE AND INTERN	$16,652.00	$16,652.00	$0.00	$940.13	$940.13	$15,711.87	6
10-4310-329 OTHER COMMUNICATION	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0
10-4310-341 PRINTING	$100.00	$100.00	$0.00	$0.00	$0.00	$100.00	0
10-4310-352 MAINTENANCE-EQUIPMEN	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
10-4310-353 MAINTENANCE-VEHICLES	$8,000.00	$8,000.00	$0.00	$0.00	$0.00	$8,000.00	0
10-4310-370 ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-395 TRAINING	$8,100.00	$8,100.00	$0.00	$0.00	$0.00	$8,100.00	0
10-4310-396 MEDICAL SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-440 MAINTENANCE CONTRACT	$24,948.00	$24,948.00	$6,014.35	$5,556.97	$5,556.97	$13,376.68	22
10-4310-441 LICENSE FEE	$3,204.00	$3,204.00	$0.00	$0.00	$0.00	$3,204.00	0
10-4310-451 INSURANCE-PROP/GEN/P	$14,269.00	$14,269.00	$0.00	$0.00	$0.00	$14,269.00	0
10-4310-452 INSURANCE-VEHICLES	$14,360.00	$14,360.00	$0.00	$0.00	$0.00	$14,360.00	0
10-4310-491 DUES AND SUBSCRIPTIO	$510.00	$510.00	$0.00	$0.00	$0.00	$510.00	0
10-4310-499 MISCELLANEOUS	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
10-4310-540 CO-VEHICLES	$76,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-550 CAP.OUTLAY-OTHER EQU	$14,926.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-560 CAPITAL OUTLAY-BLDG.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-750 LEASE PYMTS-COMPUTER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-760 LEASE PYMTS-VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-765 LEASE PYMTS-RADIOS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-770 STATE DRUG SEIZURE E	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-771 FED DRUG SEIZURE EXP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4310-800 DEPRECIATION EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
4310-10-POLICE OPERATIONS	$1,383,674.00	$1,279,620.00	$23,327.76	$75,770.06	$75,770.06	$1,180,522.18	8

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4340-10-FIRE OPERATIONS							
-							
10-4340-121 SALARIES/WAGES-REGUL	$197,683.00	$197,683.00	$0.00	$15,210.04	$15,210.04	$182,472.96	8
10-4340-122 OVERTIME	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-125 SALARIES/WAGES-VOL F	$0.00	$0.00	$0.00	$313.20	$313.20	($313.20)	0
10-4340-126 PART-TIME/TEMPORARY	$147,000.00	$147,000.00	$0.00	$7,330.62	$7,330.62	$139,669.38	5
10-4340-127 SALARIES/WAGES-BONUS	$8,800.00	$8,800.00	$0.00	$0.00	$0.00	$8,800.00	0
10-4340-180 FIREFIGHTER LIFE INS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-181 FICA	$26,052.00	$26,052.00	$0.00	$1,742.31	$1,742.31	$24,309.69	7
10-4340-182 RETIREMENT	$21,638.00	$21,638.00	$0.00	$1,852.85	$1,852.85	$19,785.15	9
10-4340-183 GROUP INSURANCE	$29,460.00	$29,460.00	$0.00	$3,525.96	$3,525.96	$25,934.04	12
10-4340-184 401K CONTRIBUTION	$9,398.00	$9,398.00	$0.00	$574.70	$574.70	$8,823.30	6
10-4340-185 WORKERS COMPENSATION	$11,174.00	$11,174.00	$0.00	$9,958.08	$9,958.08	$1,215.92	89
10-4340-194 CONTRACT SERVICES	$4,754.00	$4,754.00	$0.00	$0.00	$0.00	$4,754.00	0
10-4340-211 JANITORIAL SUPPLIES	$1,200.00	$1,200.00	$0.00	$0.00	$0.00	$1,200.00	0
10-4340-212 UNIFORMS	$7,055.00	$7,055.00	$0.00	$0.00	$0.00	$7,055.00	0
10-4340-213 SUPPLIES-SAFETY	$22,035.00	$22,035.00	$0.00	$0.00	$0.00	$22,035.00	0
10-4340-214 FEMA-PERS.PROTECTIVE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-215 PERSONAL PROTECTION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-220 FOOD & PROVISIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-230 SUPPLIES-EDUCATIONAL	$6,000.00	$6,000.00	$0.00	$0.00	$0.00	$6,000.00	0
10-4340-251 MOTOR FUEL AND LUBRI	$8,000.00	$8,000.00	$4,912.48	$1,087.52	$1,087.52	$2,000.00	14
10-4340-259 OTHER VEHICLE SUPPLI	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-260 SUPPLIES-OFFICE	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$1,500.00	0
10-4340-265 POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-270 DUES & SUBSCRIPTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-291 SUPPLIES-DATA PROCES	$2,075.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
10-4340-292 SAFETY SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-296 SUPPLIES-MEDICAL	$2,000.00	$2,000.00	$1,070.60	$0.00	$0.00	$929.40	0
10-4340-299 SUPPLIES AND MATERIA	$6,200.00	$6,200.00	$0.00	$0.00	$0.00	$6,200.00	0
10-4340-311 TRAVEL	$1,800.00	$1,800.00	$0.00	$0.00	$0.00	$1,800.00	0
10-4340-321 TELEPHONE AND INTE	$8,280.00	$8,280.00	$0.00	$106.12	$106.12	$8,173.88	1
10-4340-329 OTHER COMMUNICATION	$500.00	$500.00	$0.00	$0.00	$0.00	$500.00	0
10-4340-331 UTILITIES	$8,000.00	$8,000.00	$0.00	$0.00	$0.00	$8,000.00	0
10-4340-333 NATURAL GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-351 MAINTENANCE-BUILDING	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	0
10-4340-352 MAINTENANCE-EQUIPMEN	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0
10-4340-353 MAINTENANCE-VEHICLES	$18,000.00	$18,000.00	$21.63	$490.16	$490.16	$17,488.21	3
10-4340-354 MAINTENANCE-GROUNDS	$500.00	$500.00	$0.00	$0.00	$0.00	$500.00	0
10-4340-370 ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-375 PUBLIC ED.PREV.MATER	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-395 TRAINING	$6,800.00	$6,800.00	$0.00	$0.00	$0.00	$6,800.00	0
10-4340-396 MEDICAL SERVICES	$500.00	$500.00	$0.00	$0.00	$0.00	$500.00	0
10-4340-440 MAINTENANCE CONTRACT	$2,588.00	$2,588.00	$0.00	$108.80	$108.80	$2,479.20	4
10-4340-441 LICENSE FEE	$3,365.00	$3,365.00	$0.00	$3,454.10	$3,454.10	($89.10)	103
10-4340-451 INSURANCE-PROP/GEN/P	$5,844.00	$5,844.00	$0.00	$0.00	$0.00	$5,844.00	0
10-4340-452 INSURANCE - VEHICLES	$5,503.00	$5,503.00	$0.00	$0.00	$0.00	$5,503.00	0
10-4340-491 DUES AND SUBSCRIPTIO	$2,100.00	$2,100.00	$0.00	$0.00	$0.00	$2,100.00	0
10-4340-499 MISCELLANEOUS	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
10-4340-540 CO-VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-550 CO-EQUIPMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-560 CO-BUILDING AND IMPR	$245,000.00	$245,000.00	$0.00	$0.00	$0.00	$245,000.00	0
10-4340-570 CO-LAND	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-670 MILLER FERRY F.D.CON	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
10-4340-750 LEASE PAYMENTS	$18,251.00	$18,251.00	$0.00	$0.00	$0.00	$18,251.00	0
10-4340-752 LEASE PMTS-UTILITY T	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-753 LEASE PAYMENTS-RADIO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-755 LEASE PAYMENTS-FIRE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-765 LEASE PYMT-RADIOS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-775 LEASE PYMTS - EQUIPM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-785 LEASE PAYMT-UTILITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-800 FIRE STATION LEASE P	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4340-810 DEPRECIATION EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
4340-10-FIRE OPERATIONS	$859,055.00	$857,980.00	$6,004.71	$45,754.46	$45,754.46	$806,220.83	6

Budget Analysis - Revenue & Expenses

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4510-10-STREETS OPERATIONS							
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10-4510-121 SALARIES/WAGES-REGUL	$169,839.00	$169,839.00	$0.00	$6,760.53	$6,760.53	$163,078.47	4
10-4510-122 SALARIES/WAGES-OVERT	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$1,500.00	0
10-4510-126 PART-TIME/TEMPORARY	$15,112.00	$15,112.00	$0.00	$866.61	$866.61	$14,245.39	6
10-4510-127 SALARIES/WAGES-BONUS	$3,960.00	$3,960.00	$0.00	$0.00	$0.00	$3,960.00	0
10-4510-133 401-K MATCH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-181 FICA	$13,708.00	$13,708.00	$0.00	$533.52	$533.52	$13,174.48	4
10-4510-182 RETIREMENT	$20,076.00	$20,076.00	$0.00	$881.56	$881.56	$19,194.44	4
10-4510-183 GROUP INSURANCE	$46,119.00	$46,119.00	$0.00	$4,280.51	$4,280.51	$41,838.49	9
10-4510-184 401K CONTRIBUTION	$7,846.00	$7,846.00	$0.00	$275.51	$275.51	$7,570.49	4
10-4510-185 WORKERS COMPENSATION	$8,370.00	$8,370.00	$0.00	$7,461.37	$7,461.37	$908.63	89
10-4510-194 CONTRACTED SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-211 JANITORIAL SUPPLIES	$750.00	$750.00	$0.00	$0.00	$0.00	$750.00	0
10-4510-212 UNIFORMS	$3,750.00	$3,750.00	$0.00	$0.00	$0.00	$3,750.00	0
10-4510-213 SUPPLIES-SAFETY	$2,250.00	$2,250.00	$0.00	$0.00	$0.00	$2,250.00	0
10-4510-230 SUPPLIES-EDUCATIONAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-240 CONSTRUCT./REPAIR SU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-251 MOTOR FUEL AND LUBRI	$18,000.00	$18,000.00	$1,748.20	$251.80	$251.80	$16,000.00	1
10-4510-252 TIRES & TUBES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-253 PARTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-259 OTHER VEHICLE SUPPLI	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-260 SUPPLIES-OFFICE	$250.00	$250.00	$0.00	$0.00	$0.00	$250.00	0
10-4510-291 SUPPLIES-DATA PROCES	$1,075.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-293 SAFETY SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-299 SUPPLIES AND MATERIA	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
10-4510-311 TRAVEL	$100.00	$100.00	$0.00	$0.00	$0.00	$100.00	0
10-4510-321 TELEPHONE AND INTERN	$2,172.00	$2,172.00	$0.00	$53.06	$53.06	$2,118.94	2
10-4510-329 OTHER COMMUNICATION	$100.00	$100.00	$0.00	$0.00	$0.00	$100.00	0
10-4510-331 UTILITIES	$41,500.00	$41,500.00	$0.00	$533.68	$533.68	$40,966.32	1
10-4510-332 FUEL OIL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-333 NATURAL GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-339 OTHER UTILITIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-351 MAINTENANCE-BUILDING	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0
10-4510-352 MAINTENANCE-EQUIPMEN	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0
10-4510-353 MAINTENANCE-VEHICLES	$8,000.00	$8,000.00	$0.00	$0.00	$0.00	$8,000.00	0
10-4510-354 MAINTENANCE GROUNDS	$1,000.00	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
10-4510-356 MAINTENANCE-STREETS	$2,500.00	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
10-4510-359 MAINT. & REPAIRS - O	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-370 ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-395 TRAINING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-396 MEDICAL SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-397 PAVING SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-398 LANDSCAPING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-399 OTHER SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-439 EQUIPMENT RENTAL	$250.00	$250.00	$0.00	$0.00	$0.00	$250.00	0
10-4510-440 MAINTENANCE CONTRACT	$1,000.00	$1,000.00	$0.00	$15.80	$15.80	$984.20	2
10-4510-451 INSURANCE-PRO/GEN/PR	$3,895.00	$3,895.00	$0.00	$0.00	$0.00	$3,895.00	0
10-4510-452 INSURANCE - VEHICLES	$2,506.00	$2,506.00	$0.00	$0.00	$0.00	$2,506.00	0
10-4510-480 INDIRECT COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-491 DUES & SUBSCRIPTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-499 MISCELLANEOUS	$1,600.00	$1,600.00	$0.00	$0.00	$0.00	$1,600.00	0
10-4510-510 CAP.OUT.-OFFICE FURN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-540 CO-VEHICLES	$36,169.00	$0.00	$0.00	$0.00	$0.00	$0.00	0

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
10-4510-550 CAP.OUTLAY-OTHER EQU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-580 CO-INFRAUSTRUCTURE	$120,000.00	$120,000.00	$0.00	$0.00	$0.00	$120,000.00	0
10-4510-591 ROADWAY & PAVING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-593 LANDSCAPING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-750 LEASE PAYMENTS-COMPU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-770 LEASE PAYMENTS-BACKH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-775 LEASE PAYMENTS-EQUIP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4510-800 DEPRECIATION EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
4510-10-STREETS OPERATIONS	$546,397.00	$509,153.00	$1,748.20	$21,913.95	$21,913.95	$485,490.85	5

Budget Analysis - Revenue & Expenses

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4710-10-SOLID/YARD OPERATIONS							
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10-4710-121 SALARIES/WAGES-REGUL	$204,417.00	$204,417.00	$0.00	$11,876.83	$11,876.83	$192,540.17	6
10-4710-122 SALARIES/WAGES-OVERT	$1,500.00	$1,500.00	$0.00	$3.79	$3.79	$1,496.21	0
10-4710-127 SALARIES/WAGES-BONUS	$4,360.00	$4,360.00	$0.00	$0.00	$0.00	$4,360.00	0
10-4710-133 401-K MATCH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-181 FICA	$15,151.00	$15,151.00	$0.00	$831.09	$831.09	$14,319.91	5
10-4710-182 RETIREMENT	$24,123.00	$24,123.00	$0.00	$1,555.02	$1,555.02	$22,567.98	6
10-4710-183 GROUP INSURANCE	$54,667.00	$54,667.00	$0.00	$8,492.52	$8,492.52	$46,174.48	16
10-4710-184 401K CONTRIBUTION	$6,639.00	$6,639.00	$0.00	$310.46	$310.46	$6,328.54	5
10-4710-185 WORKERS COMPENSATION	$9,230.00	$9,230.00	$0.00	$8,226.43	$8,226.43	$1,003.57	89
10-4710-193 SERVICES-MEDICAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-194 CONTRACT SERVICES	$16,832.00	$16,832.00	$0.00	$0.00	$0.00	$16,832.00	0
10-4710-211 JANITORIAL SUPPLIES	$500.00	$500.00	$0.00	$0.00	$0.00	$500.00	0
10-4710-212 UNIFORMS	$2,750.00	$2,750.00	$0.00	$0.00	$0.00	$2,750.00	0
10-4710-213 SAFETY SUPPLIES	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$1,500.00	0
10-4710-230 SUPPLIES-EDUCATIONAL	$200.00	$200.00	$0.00	$0.00	$0.00	$200.00	0
10-4710-240 CONSTRUCT./REPAIR SU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-251 MOTOR FUEL AND LUBRI	$14,000.00	$14,000.00	$832.14	$167.86	$167.86	$13,000.00	1
10-4710-252 TIRES & TUBES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-253 PARTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-260 OFFICE SUPPLIES/MATE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-270 CARTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-293 SAFETY SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-299 SUPPLIES AND MATERIA	$11,650.00	$11,650.00	$11,275.00	$0.00	$0.00	$375.00	0
10-4710-311 TR AVEL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-321 TELEPHONE AND INTERN	$1,292.00	$1,292.00	$0.00	$97.36	$97.36	$1,194.64	8
10-4710-329 OTHER COMMUNICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-352 MAINTENANCE-EQUIPMEN	$3,950.00	$3,950.00	$0.00	$0.00	$0.00	$3,950.00	0
10-4710-353 MAINTENANCE-VEHILCES	$5,000.00	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0
10-4710-370 ADVERTISING	$150.00	$150.00	$0.00	$0.00	$0.00	$150.00	0
10-4710-395 TRAINING	$250.00	$250.00	$0.00	$0.00	$0.00	$250.00	0
10-4710-396 MEDICAL SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-397 LANDFILL SER TIPPING	$55,000.00	$55,000.00	$0.00	$357.14	$357.14	$54,642.86	1
10-4710-398 LANDFILL SER RECYCLI	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-399 OTHER SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-438 TREE WORK	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-440 MAINTENANCE CONTRACT	$168.00	$168.00	$0.00	$15.80	$15.80	$152.20	9
10-4710-451 INSURANCE-PROP/GEN/P	$2,935.00	$2,935.00	$0.00	$0.00	$0.00	$2,935.00	0
10-4710-452 INSURANCE-VEHICLES	$3,474.00	$3,474.00	$0.00	$0.00	$0.00	$3,474.00	0
10-4710-499 MISCELLANEOUS	$325.00	$325.00	$0.00	$0.00	$0.00	$325.00	0
10-4710-540 CAP OUT-MOTOR VEH	$355,000.00	$355,000.00	$0.00	$0.00	$0.00	$355,000.00	0
10-4710-550 CAP.OUTLAY-OTHER EQU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-580 CAPITAL OUTLAY-BLDG,	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-750 LEASE PAYMENTS	$14,885.00	$14,885.00	$0.00	$1,240.41	$1,240.41	$13,644.59	8
10-4710-760 LEASE PAYMENTS-VEHIC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-775 LEASE PAYMENTS-EQUIP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4710-800 DEPRECIATION EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
4710-10-SOLID/YARD OPERATIONS	$809,948.00	$809,948.00	$12,107.14	$33,174.71	$33,174.71	$764,666.15	6

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4910-10-LAND MANAGEMENT							
-							
10-4910-121 SALARIES & WAGES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-126 SALARIES-TEMP/PT TIM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-127 SALARIES & WAGES-LON	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-133 401-K MATCH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-181 SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-182 RETIREMENT CONTRIBUT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-183 MEDICAL INSURANCE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-184 401K MATCH	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-185 WORKERS COMPENSATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-191 PROF.SERVICES-ENGINE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-240 YADKIN RIVER TRAIL H	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-251 Motor Fuel & Oil	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-260 OFFICE SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-291 DATA PROCESSING SUPP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-299 MISCELLANEOUS SUPPLI	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-311 TRAVEL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-321 TELEPHONE & INTERNET	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-325 POSTAGE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-329 OTHER COMMUNICATION	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-341 PRINTING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-353 MAINT & REPAIR VEHIC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-370 ADVERTISING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-395 TRAINING	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-396 MEDICAL SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-397 DEMOLITION SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-398 PROFESSIONAL SERVICE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-399 OTHER SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-440 SERVICE & MAINT.CONT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-451 INSURANCE-PROPERTY &	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-452 INSURANCE-VEHICLES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-491 DUES & SUBSCRIPTIONS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-499 MISCELLANEOUS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-550 CAP.OUTLAY-OTHER EQU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-610 COMMUNITY APPEAR.COM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-620 HISTORIC PRESERV.COM	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-655 TOURISM EVENT COMMIT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-750 LEASE PAYMENTS-COMPU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-751 LEASE PAYMENTS-VEHIC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-800 DEPRECIATION EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-4910-850 TRANSFER TO YADKIN R	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
4910-10-LAND MANAGEMENT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0

Budget Analysis - Revenue & Expenses

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
6110-10-LIBRARY							
-							
10-6110-121 SALARIES & WAGES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6110-126 PART-TIME/TEMPORARY	$16,043.00	$16,043.00	$0.00	$876.20	$876.20	$15,166.80	5
10-6110-127 SALARIES/WAGES-BONUS	$400.00	$400.00	$0.00	$0.00	$0.00	$400.00	0
10-6110-181 FICA	$1,167.00	$1,167.00	$0.00	$67.03	$67.03	$1,099.97	6
10-6110-194 CONTRACT SERVICES	$1,700.00	$1,700.00	$0.00	$0.00	$0.00	$1,700.00	0
10-6110-260 SUPPLIES-OFFICE	$600.00	$600.00	$0.00	$0.00	$0.00	$600.00	0
10-6110-291 SUPPLIES-DATA PROCES	$1,075.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6110-293 SAFETY SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6110-299 SUPPLIES	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
10-6110-311 TRAVEL	$100.00	$100.00	$0.00	$0.00	$0.00	$100.00	0
10-6110-321 TELEPHONE AND INTERN	$2,249.00	$2,249.00	$0.00	$0.00	$0.00	$2,249.00	0
10-6110-331 UTILITIES	$8,448.00	$8,448.00	$0.00	$0.00	$0.00	$8,448.00	0
10-6110-333 NATURAL GAS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6110-351 MAINTENANCE-BUILDING	$53,000.00	$53,000.00	$0.00	$0.00	$0.00	$53,000.00	0
10-6110-370 ADVERTISING	$400.00	$400.00	$0.00	$0.00	$0.00	$400.00	0
10-6110-395 TRAINING	$200.00	$200.00	$0.00	$0.00	$0.00	$200.00	0
10-6110-440 MAINTENANCE CONTRACT	$1,300.00	$1,300.00	$0.00	$37.20	$37.20	$1,262.80	3
10-6110-451 INSURANCE-PRO/GEN/PR	$320.00	$320.00	$0.00	$0.00	$0.00	$320.00	0
10-6110-491 DUES & SUBSCRIPTIONS	$260.00	$260.00	$0.00	$0.00	$0.00	$260.00	0
10-6110-495 BOOKS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6110-497 PROGRAMS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6110-499 MISCELLANEOUS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6110-550 CAPITAL OUTLAY-BLDG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6110-580 CAPITAL OUTLAY-BLDG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6110-800 LIBRARY REPAIR LEASE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6110-999 Transfer To Cap. Fun	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
6110-10-LIBRARY	$89,262.00	$88,187.00	$0.00	$980.43	$980.43	$87,206.57	1

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
6120-10-RECREATION							
-							
10-6120-126 SALARIES-TEMP/PART-T	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-181 SOCIAL SECURITY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-299 SUPPLIES AND MATERIA	$750.00	$750.00	$0.00	$0.00	$0.00	$750.00	0
10-6120-331 UTILITIES	$2,500.00	$2,500.00	$0.00	$104.89	$104.89	$2,395.11	4
10-6120-355 MAINT & REPAIR-SPENC	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-356 MAINT & REPAIR-ROWAN	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-357 MAINTENANCE-PARKS AN	$11,100.00	$11,100.00	$0.00	$0.00	$0.00	$11,100.00	0
10-6120-358 MAINT & REPAIR-LIBRA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-359 MAINT. & REPAIR - OT	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-399 OTHER SERVICES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-451 INSURANCE-PROP/GEN/P	$290.00	$290.00	$0.00	$0.00	$0.00	$290.00	0
10-6120-499 MISCELLANEOUS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-500 MAINT.LIBRARY PARK	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-501 MAINT SPENCER WOODS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-525 SENIOR CITIZEN PROGR	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-550 CAP.OUTLAY-OTHER EQU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-570 CAP OUT-LAND ACQ & D	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-580 CAPITAL OUTLAY-IMPRO	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-625 SENIOR CITIZENS COUN	$6,000.00	$6,000.00	$0.00	$0.00	$0.00	$6,000.00	0
10-6120-800 DEPRECIATION EXPENSE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
10-6120-850 TRANSFER TO DOWNTOWN	$71,000.00	$71,000.00	$0.00	$0.00	$0.00	$71,000.00	0
6120-10-RECREATION	$91,640.00	$91,640.00	$0.00	$104.89	$104.89	$91,535.11	0

	Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund:	10-GENERAL FUND							
	FundRevTot	$4,874,339.00	$4,874,339.00	$0.00	$6,724.38	$6,724.38	$4,868,641.28	0
	FundExpTot	$4,874,339.00	$4,874,339.00	$97,727.94	$244,360.13	$244,360.13	$4,532,250.93	7
Grand Totals:	TotalRev	$4,874,339.00	$4,874,339.00	$0.00	$6,724.38	$6,724.38	$4,868,641.28	0
	TotalExp	$4,874,339.00	$4,874,339.00	$97,727.94	$244,360.13	$244,360.13	$4,532,250.93	7

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 20-POWELL BILL							
0000-20-Revs							
-							
20-3197-102 MUNICIPAL VEHICLE TA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
20-3328-000 POWELL BILL REVENUE	$110,000.00	$110,000.00	$0.00	$0.00	$0.00	$110,000.00	0
20-3831-000 INVESTMENT EARNINGS	$200.00	$200.00	$0.00	$374.97	$374.97	$174.97	187
20-3839-000 MISCELLANEOUS REVENU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
20-3991-000 APPROPRIATED FUND BA	$59,362.00	$59,362.00	$0.00	$0.00	$0.00	$59,362.00	0
0000-20-Revs	$169,562.00	$169,562.00	$0.00	$374.97	$374.97	$169,536.97	0
4510-20-STREETS OPERATIONS							
-							
20-4510-000 TRANS TO/FROM GEN FU	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
20-4510-121 SALARIES/WAGES-REGUL	$10,826.00	$10,826.00	$0.00	$657.40	$657.40	$10,168.60	6
20-4510-127 SALARIES/WAGES-BONUS	$100.00	$100.00	$0.00	$0.00	$0.00	$100.00	0
20-4510-181 FICA	$772.00	$772.00	$0.00	$50.29	$50.29	$721.71	7
20-4510-182 RETIREMENT	$1,230.00	$1,230.00	$0.00	$85.73	$85.73	$1,144.27	7
20-4510-183 GROUP INSURANCE	$2,129.00	$2,129.00	$0.00	$304.56	$304.56	$1,824.44	14
20-4510-184 401K CONTRIBUTION	$505.00	$505.00	$0.00	$32.87	$32.87	$472.13	7
20-4510-191 PROF.SERV.-ENGIN. FE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
20-4510-198 SERVICES-ENGINEERING	$4,000.00	$4,000.00	$0.00	$0.00	$0.00	$4,000.00	0
20-4510-294 STREET SUPPLIES	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
20-4510-299 SUPPLIES AND MATERIA	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
20-4510-355 MAINTENANCE-SIDEWALK	$12,000.00	$12,000.00	$0.00	$0.00	$0.00	$12,000.00	0
20-4510-356 MAINTENANCE-STREETS	$16,000.00	$16,000.00	$0.00	$0.00	$0.00	$16,000.00	0
20-4510-540 CAP OUTLAY - VEHICLE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
20-4510-580 CO-INFRASTRUCTURE	$120,000.00	$120,000.00	$0.00	$0.00	$0.00	$120,000.00	0
4510-20-STREETS OPERATIONS	$169,562.00	$169,562.00	$0.00	$1,130.85	$1,130.85	$168,431.15	1
Reporting Fund: 20-POWELL BILL							
FundRevTot	$169,562.00	$169,562.00	$0.00	$374.97	$374.97	$169,536.97	0
FundExpTot	$169,562.00	$169,562.00	$0.00	$1,130.85	$1,130.85	$168,431.15	1
Grand Totals: TotalRev	$169,562.00	$169,562.00	$0.00	$374.97	$374.97	$169,536.97	0
TotalExp	$169,562.00	$169,562.00	$0.00	$1,130.85	$1,130.85	$168,431.15	1

Budget Analysis - Revenue & Expenses

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 30-CAPITAL RESERVE AND REPLACEMENT FUND							
0000-30-Revs							
-							
30-3984-010 GENERAL FUND CONTRIB	$0.00	$196,673.00	$0.00	$0.00	$0.00	$196,673.00	0
0000-30-Revs	$0.00	$196,673.00	$0.00	$0.00	$0.00	$196,673.00	0
4110-30-GOVERNING BODY							
-							
30-4110-570 CO - LAND	$0.00	$50,000.00	$0.00	$5,750.00	$5,750.00	$44,250.00	12
30-4110-999 CONTINGENCY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
4110-30-GOVERNING BODY	$0.00	$50,000.00	$0.00	$5,750.00	$5,750.00	$44,250.00	12
4130-30-ADMINISTRATION							
-							
30-4130-291 SUPPLIES - DATA PROC	$0.00	$3,225.00	$0.00	$0.00	$0.00	$3,225.00	0
4130-30-ADMINISTRATION	$0.00	$3,225.00	$0.00	$0.00	$0.00	$3,225.00	0
4310-30-POLICE OPERATIONS							
-							
30-4310-291 SUPPLIES - DATA PROC	$0.00	$12,641.00	$0.00	$0.00	$0.00	$12,641.00	0
30-4310-540 CO - VEHICLES	$0.00	$76,487.00	$0.00	$0.00	$0.00	$76,487.00	0
30-4310-550 CO - OTHER EQUIP	$0.00	$14,926.00	$0.00	$0.00	$0.00	$14,926.00	0
4310-30-POLICE OPERATIONS	$0.00	$104,054.00	$0.00	$0.00	$0.00	$104,054.00	0
4340-30-FIRE OPERATIONS							
-							
30-4340-291 SUPPLIES - DATA PROC	$0.00	$1,075.00	$0.00	$0.00	$0.00	$1,075.00	0
4340-30-FIRE OPERATIONS	$0.00	$1,075.00	$0.00	$0.00	$0.00	$1,075.00	0
4510-30-STREETS OPERATIONS							
-							
30-4510-291 SUPPLIES - DATA PROC	$0.00	$1,075.00	$0.00	$0.00	$0.00	$1,075.00	0
30-4510-540 CO - VEHICLES	$0.00	$36,169.00	$0.00	$0.00	$0.00	$36,169.00	0
4510-30-STREETS OPERATIONS	$0.00	$37,244.00	$0.00	$0.00	$0.00	$37,244.00	0
6110-30-LIBRARY							
-							
30-6110-291 SUPPLIES - DATA PROC	$0.00	$1,075.00	$0.00	$0.00	$0.00	$1,075.00	0
6110-30-LIBRARY	$0.00	$1,075.00	$0.00	$0.00	$0.00	$1,075.00	0
Reporting Fund: 30-CAPITAL RESERVE AND REPLACEMENT FUND							
FundRevTot	$0.00	$196,673.00	$0.00	$0.00	$0.00	$196,673.00	0
FundExpTot	$0.00	$196,673.00	$0.00	$5,750.00	$5,750.00	$190,923.00	3
Grand Totals: TotalRev	$0.00	$196,673.00	$0.00	$0.00	$0.00	$196,673.00	0
TotalExp	$0.00	$196,673.00	$0.00	$5,750.00	$5,750.00	$190,923.00	3

Budget Analysis - Revenue & Expenses

Town of Spencer

Fiscal Period - FY 2022-23 Date Range - 2022-07-01 - 2022-07-31

Account		Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund:	70-HEALTH INSURANCE REIMBURSEMENT							
0000-70-Revs								
-								
70-3839-000 Miscellaneous Revenu		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
0000-70-Revs		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
4130-70-ADMINISTRATION								
-								
70-4130-187 INSURANCE REIMBURSEM		$0.00	$0.00	$0.00	$273.76	$273.76	($273.76)	0
4130-70-ADMINISTRATION		$0.00	$0.00	$0.00	$273.76	$273.76	($273.76)	0
Reporting Fund:	70-HEALTH INSURANCE REIMBURSEMENT							
	FundRevTot	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
	FundExpTot	$0.00	$0.00	$0.00	$273.76	$273.76	($273.76)	0
Grand Totals:	TotalRev	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
	TotalExp	$0.00	$0.00	$0.00	$273.76	$273.76	($273.76)	0

Budget Analysis - Revenue & Expenses

Fiscal Period - Park Plaza Municpal Project Date Range - 2020-12-01 - 2022-07-31

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 80-PARK PLAZA MUNICIPAL COMPLEX PROECT							
0000-80-Revs							
-							
80-3831-000 INVESTMENT EARNINGS	$0.00	$0.00	$0.00	$233.48	$19.79	$233.48	0
80-3894-010 CANNON FOUNDATION GR	$222,974.00	$75,000.00	$0.00	$75,000.00	$0.00	$0.00	100
80-3984-000 INSTALLMENT DEBT PRO	$2,826,202.00	$2,826,202.00	$0.00	$2,820,302.00	$0.00	$5,900.00	100
80-3984-001 USDA LOAN	$0.00	$2,826,202.00	$0.00	$2,826,202.00	$0.00	$0.00	100
80-3984-010 GENERAL FUND CONTRIB	$0.00	$157,974.00	$0.00	$157,974.00	$0.00	$0.00	100
0000-80-Revs	$3,049,176.00	$5,885,378.00	$0.00	$5,879,711.48	$19.79	$6,133.48	100
4200-80-PARK PLAZA							
-							
80-4200-192 PROFESSIONAL SERV-LE	$20,000.00	$20,000.00	$0.00	$14,809.37	$0.00	$5,190.63	74
80-4200-193 ADMINISTRATIVE SERVI	$10,000.00	$7,900.00	$0.00	$4,250.87	$0.00	$3,649.13	54
80-4200-555 FURNISHINGS AND EQUI	$274,900.00	$274,900.00	$462.60	$280,466.55	$0.00	($6,029.15)	102
80-4200-580 CAPITAL OUTLAY-BLDG,	$2,526,489.00	$2,636,361.00	$30,199.00	$2,606,161.72	$303,462.15	$0.28	99
80-4200-585 ARCHITECT FEES	$27,130.00	$31,329.00	$0.00	$31,328.94	$2,281.41	$0.06	100
80-4200-594 SPECIAL INSPECTIONS	$0.00	$13,273.00	$0.00	$13,273.75	$0.00	($0.75)	100
80-4200-710 PRINCIPAL PAYMENT	$0.00	$2,826,202.00	$0.00	$2,826,202.00	$0.00	$0.00	100
80-4200-780 INTEREST	$50,657.00	$56,823.00	$0.00	$56,943.26	$0.00	($120.26)	100
80-4200-999 CONTINGENCY	$140,000.00	$18,590.00	$0.00	$15,080.85	$0.00	$3,509.15	81
4200-80-PARK PLAZA	$3,049,176.00	$5,885,378.00	$30,661.60	$5,848,517.31	$305,743.56	$6,199.09	100
Reporting Fund: 80-PARK PLAZA MUNICIPAL COMPLEX PROECT							
FundRevTot	$3,049,176.00	$5,885,378.00	$0.00	$5,879,711.48	$19.79	$6,133.48	100
FundExpTot	$3,049,176.00	$5,885,378.00	$30,661.60	$5,848,517.31	$305,743.56	$6,199.09	100
Grand Totals: TotalRev	$3,049,176.00	$5,885,378.00	$0.00	$5,879,711.48	$19.79	$6,133.48	100
TotalExp	$3,049,176.00	$5,885,378.00	$30,661.60	$5,848,517.31	$305,743.56	$6,199.09	100

Town of Spencer

Fiscal Period - YADKIN RIVER TRAILHEAD Date Range - 2020-07-01 - 2022-07-31

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 90-YADKIN RIVER TRAIL							
0000-90-Revs							
-							
90-3985-240 YADKIN RIVER TRAIL D	$20,559.00	$420,659.00	$0.00	$331,974.40	$400.00	$88,684.60	79
90-3985-850 GENERAL FUND TRANSFE	$114,258.00	$114,258.00	$0.00	$114,258.00	$0.00	$0.00	100
0000-90-Revs	$134,817.00	$534,917.00	$0.00	$446,232.40	$400.00	$88,684.60	83
4910-90-LAND MANAGEMENT							
-							
90-4910-194 CONTRACT SERVICES	$4,800.00	$57,050.00	$24,799.50	$32,250.50	$0.00	$0.00	57
90-4910-580 CO-INFRASTRUCTURE	$130,017.00	$477,867.00	$0.00	$1,643.75	$0.00	$476,223.25	0
4910-90-LAND MANAGEMENT	$134,817.00	$534,917.00	$24,799.50	$33,894.25	$0.00	$476,223.25	11
Reporting Fund: 90-YADKIN RIVER TRAIL							
FundRevTot	$134,817.00	$534,917.00	$0.00	$446,232.40	$400.00	$88,684.60	83
FundExpTot	$134,817.00	$534,917.00	$24,799.50	$33,894.25	$0.00	$476,223.25	11
Grand Totals: TotalRev	$134,817.00	$534,917.00	$0.00	$446,232.40	$400.00	$88,684.60	83
TotalExp	$134,817.00	$534,917.00	$24,799.50	$33,894.25	$0.00	$476,223.25	11

Budget Analysis - Revenue & Expenses

Town of Spencer

Fiscal Period - CORONAVIRUS ARPA GRANT PROJECT Date Range - 2021-07-01 - 2022-07-31

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 91-CORONAVIRUS ARPA GRANT PROJECT							
0000-91-Revs							
-							
91-3831-000 INVESTMENT EARNINGS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
91-3984-000 CSLRF FUNDS-GRANT	$1,037,997.00	$1,037,997.00	$0.00	$518,998.00	$0.00	$518,999.00	50
0000-91-Revs	$1,037,997.00	$1,037,997.00	$0.00	$518,998.00	$0.00	$518,999.00	50
4210-91-CORONAVIRUS ARPA							
-							
91-4210-121 SALARIES/WAGES-REGUL	$0.00	$451,997.00	$0.00	$0.00	$0.00	$451,997.00	0
91-4210-580 CO-INFRASTRUCTURE-CS	$1,037,997.00	$0.00	$750.00	$0.00	$0.00	($750.00)	0
91-4210-910 TRANSFER TO GENERAL	$0.00	$586,000.00	$0.00	$0.00	$0.00	$586,000.00	0
4210-91-CORONAVIRUS ARPA	$1,037,997.00	$1,037,997.00	$750.00	$0.00	$0.00	$1,037,247.00	0
Reporting Fund: 91-CORONAVIRUS ARPA GRANT PROJECT							
FundRevTot	$1,037,997.00	$1,037,997.00	$0.00	$518,998.00	$0.00	$518,999.00	50
FundExpTot	$1,037,997.00	$1,037,997.00	$750.00	$0.00	$0.00	$1,037,247.00	0
Grand Totals: TotalRev	$1,037,997.00	$1,037,997.00	$0.00	$518,998.00	$0.00	$518,999.00	50
TotalExp	$1,037,997.00	$1,037,997.00	$750.00	$0.00	$0.00	$1,037,247.00	0

Budget Analysis - Revenue & Expenses

Fiscal Period - DOWNTOWN PARK PROJECT Date Range - 2021-07-01 - 2022-07-31

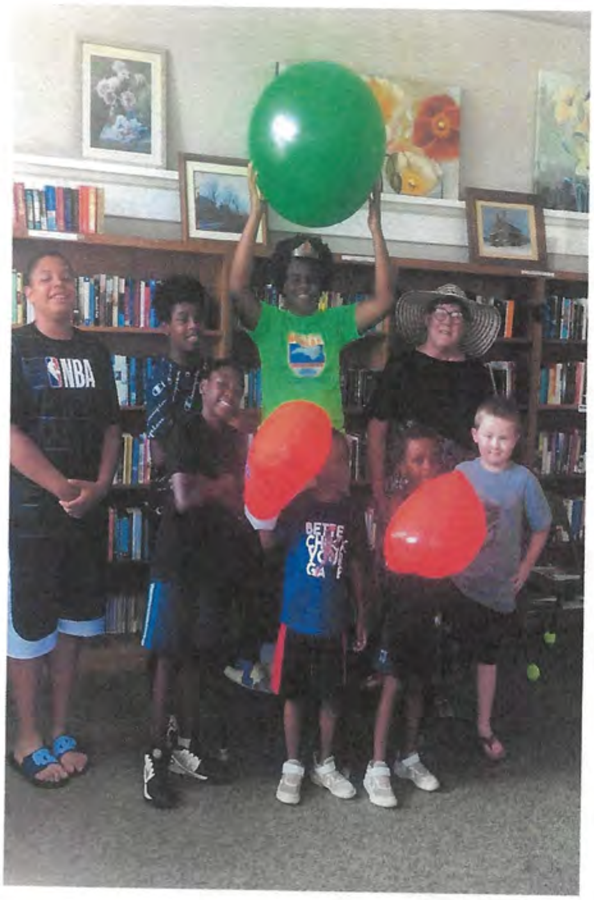
Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 92-DOWNTOWN PARK PROJECT							
0000-92-Revs							
-							
92-3985-002 OTHER GRANTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
92-3985-241 DOWNTOWN PARK DONATI	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	0
92-3985-850 GENERAL FUND TRANSFE	$100,000.00	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	100
0000-92-Revs	$100,000.00	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	100
6120-92-RECREATION							
-							
92-6120-580 CO-INFRASTRUCTURE	$100,000.00	$100,000.00	$8,700.00	$60,875.00	$0.00	$30,425.00	61
6120-92-RECREATION	$100,000.00	$100,000.00	$8,700.00	$60,875.00	$0.00	$30,425.00	70
Reporting Fund: 92-DOWNTOWN PARK PROJECT							
FundRevTot	$100,000.00	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	100
FundExpTot	$100,000.00	$100,000.00	$8,700.00	$60,875.00	$0.00	$30,425.00	70
Grand Totals: TotalRev	$100,000.00	$100,000.00	$0.00	$100,000.00	$0.00	$0.00	100
TotalExp	$100,000.00	$100,000.00	$8,700.00	$60,875.00	$0.00	$30,425.00	70

This July all ages enjoyed the Discover Your Superpower summer reading program. Brittany Ellis of North Rowan High School who has won regional and state discus throwing competitions, awed the young ones with her throwing skills. The children watched her display the technique of throwing properly and then they threw small plastic discs in a contest outside behind the library. SOAR students from Rowan-Cabarrus Community College shared their superpowers with each other and created beautiful butterfly magnets as a souvenir of their superpower capabilities. Two girls demonstrated their singing and dancing superpowers. The last event for July happened on the 26th. Myleigh Snider, a cheerleader and gymnast from West Davidson High shared some cheers with the children and taught them how to do various routines. Jamar Harris, a local pastor and musician shared his musical superpower with the audience . He sang and played his own songs which he had written. **One was called " I Wanna Be Ready" which had a rap beat. The second one was called "So in Love" and it was more mellow.**

This month the library will be starting to use an online catalog program which will enable the patron to search for books by author, title and ISBN number. The website is **librarycat.org/lib/bevmccraw.** You will be able to see a home- page with a picture of the library, hours and scrolling book covers on which you can click. When you click on the cover, a detailed description will pop-up. You may also type in the search bar, for example, the name of an author and every book in our collection by that author will appear. The charts which I have included show our collection by genres and even the gender of our authors and whether they are still living or not. One interesting bar graph shows that we have 112 books dated 2020 or later. The next dates from 2010-2019 display the fact that we have 2,259 books. Our hardcover books are described in a large pie graph as having 3,169. Our softcover books number 3,983. The Library Thing and Tiny Cat programs allow us to track various aspects of our library which will be helpful in the future. If you would like to see this online catalog demonstrated, come by the library and I will be glad to show you all of the interesting things you can learn about your library.

July Report- Spencer Public Library

Brittany Ellis and friends



SOAR students from Rowan-Cabarrus

Myleigh showing us her splits.

Check out our FB page for more photos and videos which show Myleigh doing a cheer and standing on her head. Jamar is singing two songs in two videos, also.

DAY		Door Count	Adult Circulation	Children Circulation	Research Questions	New Cards Issued	Students Tutored	Volunteers/ Tutors	Corres. Due Date
JULY 2022 STATISTICS									
	Mon.	0	0	0	0	0	0	0	1/13/1900
	Tues.	0	0	0	0	0	0	0	1/13/1900
	Wed.	0	0	0	0	0	0	0	1/13/1900
	Thurs.	0	0	0	0	0	0	0	1/13/1900
7/1/2022	Fri.	0	0	0	0	0	0	0	7/15/2022
WEEK TOTAL:		**0**	**0**	**0**	**0**	**0**	**0**	**0**	------------
7/4/2022	Mon.	closed	0	0	0	0	0	0	7/18/2022
7/5/2022	Tues.	11	0	20	0	0	0	2	7/19/2022
7/6/2022	Wed.	3	0	0	0	0	0	0	7/20/2022
7/7/2022	Thurs.	5	2	5	0	0	0	1	7/21/2022
7/8/2022	Fri.	0	0	0	0	0	0	0	7/22/2022
WEEK TOTAL:		**19**	**2**	**25**	**0**	**0**	**0**	**3**	------------
7/11/2022	Mon.	7	9	5	0	0	0	0	7/25/2022
7/12/2022	Tues.	3	3	4	0	0	0	0	7/26/2022
7/13/2022	Wed.	0	0	0	0	0	0	0	7/27/2022
7/14/2022	Thurs.	0	0	0	0	0	0	0	7/28/2022
7/15/2022	Fri.	0	0	0	0	0	0	0	7/29/2022
WEEK TOTAL:		**10**	**12**	**9**	**0**	**0**	**0**	**0**	------------
7/18/2022	Mon.	5	0	0	2	1	0	0	8/1/2022
7/19/2022	Tues.	15	4	6	2	0	0	2	8/2/2022
7/20/2022	Wed.	11	1	1	0	0	2	2	8/3/2022
7/21/2022	Thurs.	0	0	0	0	0	0	0	8/4/2022
7/22/2022	Fri.	0	0	0	0	0	0	0	8/5/2022
WEEK TOTAL:		**31**	**5**	**7**	**4**	**1**	**2**	**4**	------------
7/25/2022	Mon.	12	1	0	0	0	0	0	8/8/2022
7/26/2022	Tues.	14	3	8	0	0	0	0	8/9/2022
7/27/2022	Wed.	5 ~~0~~	2 ~~0~~	2 ~~0~~	0	0	0	0	8/10/2022
7/28/2022	Thurs.	0	0	0	0	0	0	0	8/11/2022
7/29/2022	Fri.	0	0	0	0	0	0	0	8/12/2022
WEEK TOTAL:		**26**	**4**	**8**	**0**	**0**	**0**	**0**	------------
MONTH TOTAL:		~~86~~ 91	~~25~~ 25	~~48~~ 51	**4**	**1**	**2**	**7**	------------

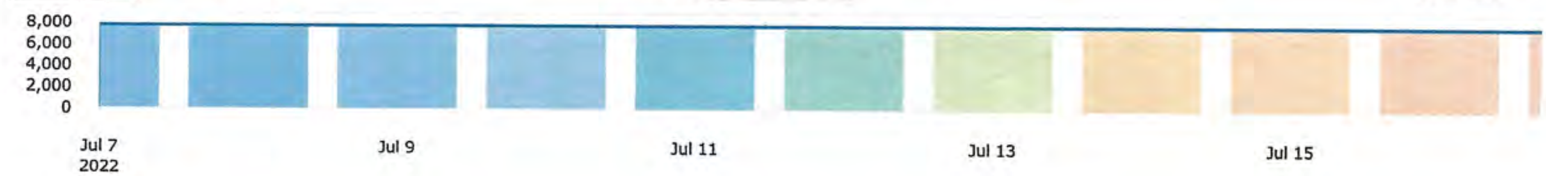
Library Charts and Graphs for bevmccraw

Text Only Share

Books	Authors	Collections	Tags	Series	Ratings	Reviews	Talk Messages
7,774	4,619	1	9	2,066	4	0	1

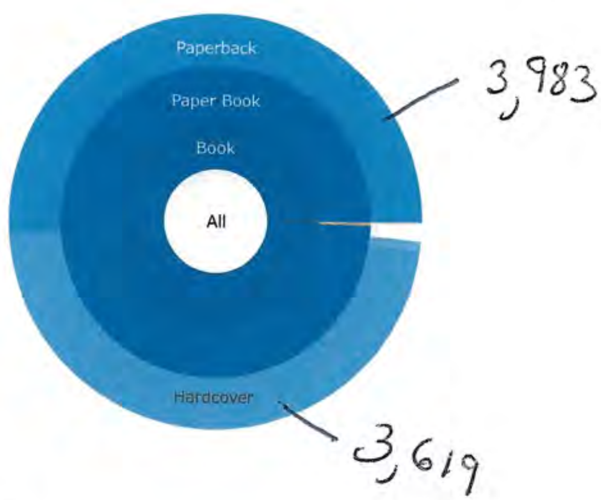
Your Books Over Time

All Books Overview Collection Custom Share



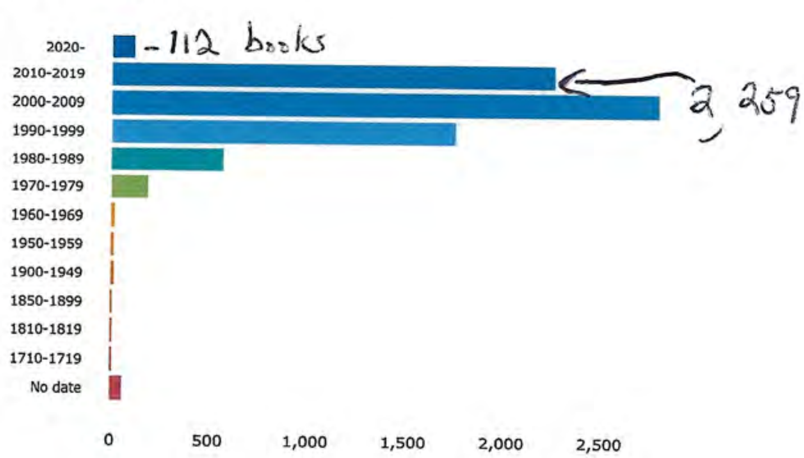
Media

Share

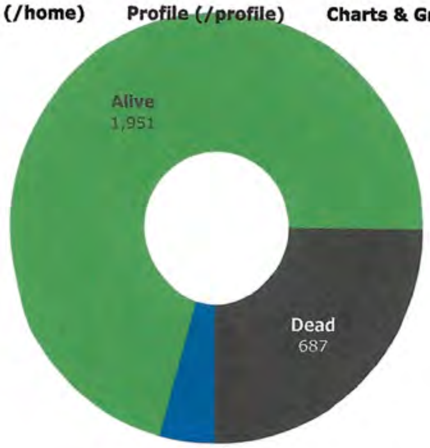


Publication Dates

Share



Author Dead or Alive?



Nationality

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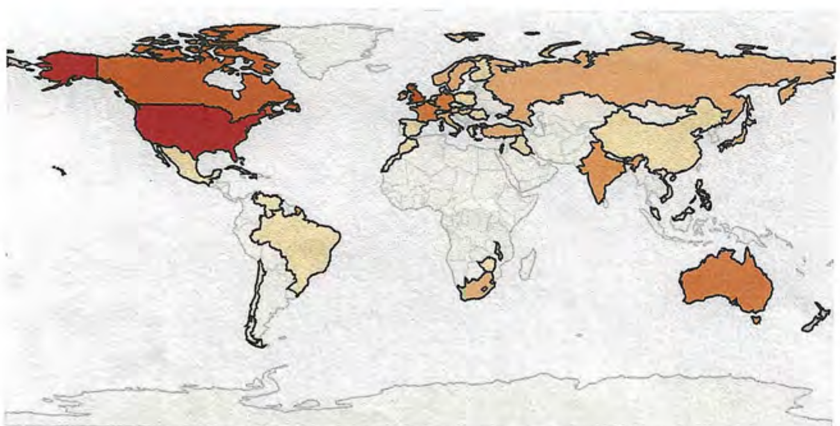


Author Gender

Share

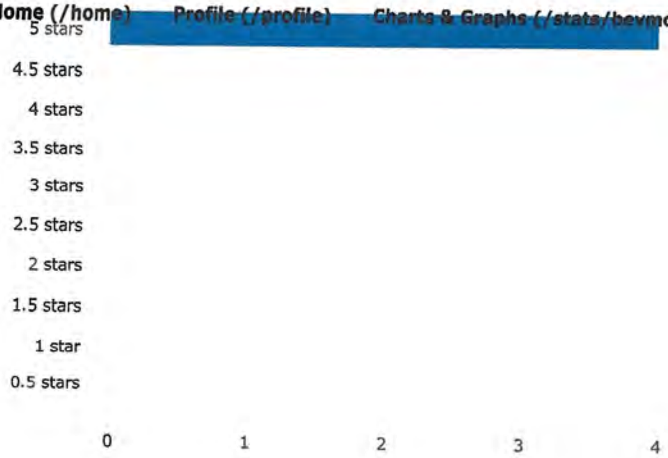
Ratings, Reviews, and Read Dates Over Time

Share

Ratings Date

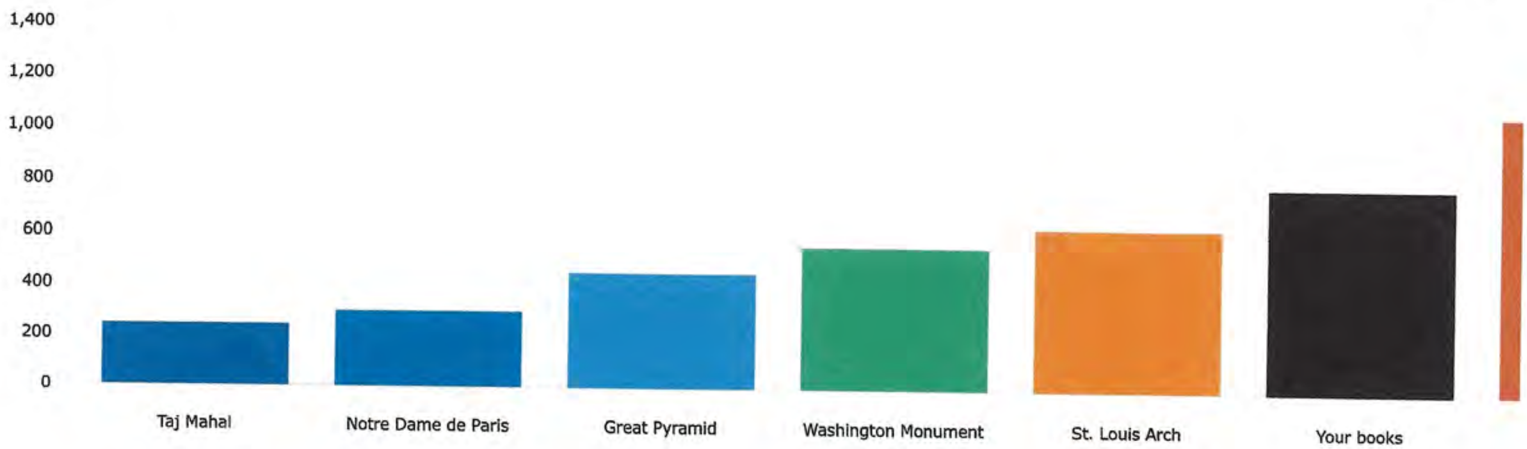
Ratings

Share



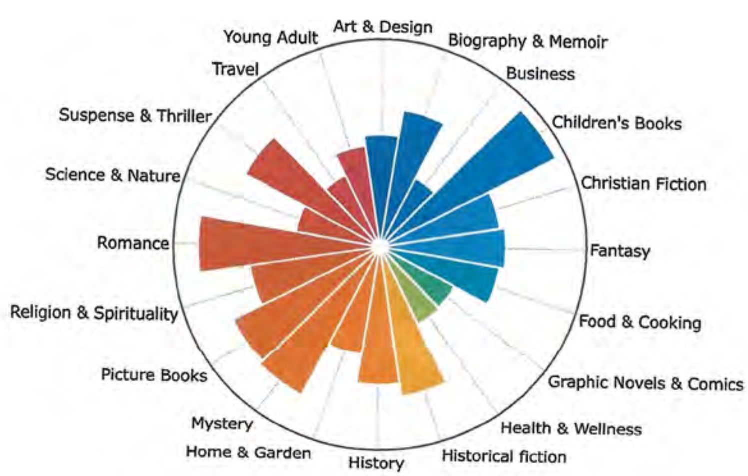
How Tall is Your Book Stack?

Share



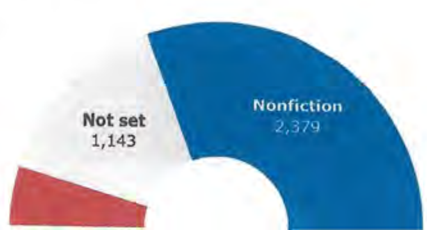
Genres

Share



Fiction vs. Nonfiction

Share



704-633-2231
spencernc.gov

SPENCER
NORTH CAROLINA
Rowan's Original Gateway.

Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 8/9/2022

(Attach relevant documentation)

Issue under Consideration:	**Town Manager Report**
Current Status:	N/A
Points to Consider:	N/A
Financial Impact:	N/A
Options:	N/A
Recommendations:	For Information & Discussion
Department:	Town Manager

704-633-2231
spencernc.gov

SPENCER NORTH CAROLINA
Rowan's Original Gateway.

Post Office Box 45
Spencer, NC 28159-0045

To: Mayor Williams and Members of the Board of Aldermen
From: Peter Franzese, Town Manager
Date: August 1, 2022
Re: August 2022 Town Manager Report

Update on Stanback Forest expansion process

We received word from Three Rivers Land Trust that NC LWF has finally begun final review on the project documents, so they are finally able to move towards transferring the property for the Stanback Educational Forest expansion. The expansion will add more than 50 acres to the 42-acre property currently owned by the Town. The project was first announced by Three Rivers in November 2019 along with funding from the Duke Energy Foundation, the N.C. Land and Water Fund, and a private donation. Land Trust staff indicates that within the next few weeks, we will have a better idea on the timeline to finish this process.

Parking on 4th Street

Staff is working to restore some of the parking on 4th Street between Salisbury and Yadkin Avenues. The angle parking will not be restored, but standard parallel parking will be accommodated where feasible on both sides of the street. We think this should allow about 15 parking spaces, which will be very helpful to patrons visiting the new Mexican restaurant (which we hear will be opening within the next few weeks). Joel's team will be able to get the spots marked late next week, weather permitting.

Race to the River – Creek Week Finale Event

Mayor Williams along with Town staff have worked with the Rowan Creek Week organizers to plan an exciting afternoon of events on Saturday, September 24 as the finale for Rowan Creek Week 2022. The "Race to the River" 5k, as well as a bike ride with the Pedal Factory will take participants from the heart of Spencer to the Yadkin River. Before the race, the Town is hosting a reception and presentations on the Town's "Big Green Deal" happening in northern Rowan County's Big Green Nation, highlighting our grand vision for recreational and green spaces to connect the Yadkin River to Spencer and surrounding communities. Presentations will highlight the Town's Parks and Recreation Master Plan and projects such as the Yadkin River Park Trailhead, Park Plaza Park, Fred and Alice Stanback Educational Forest expansion, 8th Street Ballpark renovations, and future town greenway and bikeway plans. Events continue at Yadkin River Park after the race, including entertainment and awards, followed by a sunset paddle hosted by Row Co River Adventures. Find out more at rowancreekweek.org.

Town Hall staff update

Bernadette Neely, who assisted us through Bonney Staffing, is moving to another assignment with Bonney, and we have welcomed Candice Brown as our new front desk temp. Candice has previous local government experience, as well as extensive customer service experience in general. We plan to post our full-time Office Assistant position this month.

We have received some additional applications for the Finance Officer position and are working to schedule initial interviews with candidates this month.

NEOGOV – Insight project

The FY23 budget included funds for HR/Recruiting software, and the Town has entered into a service contract with NEOGOV to use their Insight recruitment/selection platform. This online platform includes an applicant tracking system to automate the hiring process, along with easy-to-use job application templates and an applicant self-service portal. Stacy Craven is leading this project and we plan to build and launch this new process over the next 12 weeks.

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