



Board of Aldermen Pre-Agenda Meeting
Agenda Packet
January 4, 2024





AGENDA
Spencer Board of Aldermen
Pre-Agenda Meeting
5:30 p.m.

DATE
January 4, 2024

1. **CALL TO ORDER – Mayor Jonathan Williams**
2. **INVOCATION & PLEDGE OF ALLEGIANCE**
3. **PUBLIC HEARINGS & STAFF PRESENTATION – Planning & Zoning Administrator Steve Blount**
 - a. **1960 HWY 29 Rezoning**
 - b. **Adoption of an Annexation Agreement with the City of Salisbury**
4. **REVIEW OF JANUARY 9, 2024, AGENDA**
 1. ***CALL TO ORDER – Mayor Jonathan Williams***
 2. ***INVOCATION***
 3. ***PLEDGE OF ALLEGIANCE – Mayor Jonathan Williams***
 4. ***ADDITIONS/DELETIONS AND ADOPTION OF AGENDA***
 5. ***RECOGNITIONS***
 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 must provide their name, address, and topic to be addressed. The Board will listen and may or may not respond at their discretion or may decide to place a topic on a future agenda. A speaker will be allowed 3 minutes to speak.*
 7. ***CONSENT AGENDA*** *The Consent Agenda is the first order of business. The items listed are believed to be non-controversial and administrative in nature. There will be no separate discussion of the items unless an Alderman or a citizen requests and is granted permission to speak. The item(s) will then be removed from the Consent Agenda and considered individually. Otherwise, all items will be enacted by one motion.*
 - a. ***APPROVAL OF MINUTES:*** *November 9, 2023, Pre-Agenda Meeting Minutes
November 14, 2023, Regular Meeting Minutes*
 - b. ***CONSIDER ADOPTING – Amended Ordinance 23-24.01 Stanback Forest Annexation***
 8. ***CONSIDER APPROVING – Rezoning 1960 HWY 29 from IND to C-29***
 9. ***CONSIDER ADOPTING – Ordinance 24-01 Annexation Agreement with the City of Salisbury***

10. CONSIDER ADOPTING – Resolution 24-01 Directing Town Clerk to Investigate Hawkins Meadows Annexation Petition

11. CONSIDER ADOPTING – Resolution 24-02 Authorizing the Town Manager to execute an MOA with the NC League of Municipalities for the League’s Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant

12. CONSIDER ADOPTING – Resolution 24-03 Town Purchasing Policy

13. DEPARTMENTAL REPORTS

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

14. TOWN MANAGER REPORT

15. REQUESTS & COMMENTS by the Mayor and Board Members

16. EXECUTIVE SESSION per NC General Statute 143-318.11 (if needed)

17. ADJOURNMENT

5. EXECUTIVE SESSION per NC General Statute 143-318.11 (if needed)

6. ADJOURNMENT

704-633-2231
spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 1.4.24 Preagenda Meeting

Issue under Consideration:	Public Hearing for 1960 US HWY 29 rezoning
Current Status:	Zoned IND for Light Industrial uses
Points to Consider:	Suggesting rezoning to C-29 to align with preferred uses based on Town's economic development plan
Financial Impact:	none
Options:	Hold Public Hearing
Recommendations:	Motion to Open Public Hearing
Department:	Planning



Date: December 10, 2023

RE: Public Hearing
Rezoning of Parcel 047 010
1960 US HWY 29

Dear Neighboring Property Owner,

The property owner has requested rezoning of the property listed above from its current classification (IND) to a new classification (C-29). The rezoning is intended to allow the property to be used as a consignment shop but would allow other commercial uses per the Town's Development Ordinance.

There will be a neighborhood meeting held at about 5:30 PM on January 3, 2024 and a Public Hearing held before the Town's Board of Aldermen concerning this rezoning on January 4, 2024, at or about 5:30 PM. You are invited to attend either or both of these meetings to learn about the project and voice any concerns you might have.

Please attend these meetings if you can or contact me at the numbers and email address listed below if you have any questions.

Sincerely yours,

Steve Blount
Zoning & Subdivision Administrator

PO Box 45, Spencer, NC 28159-0045
704-633-2231 Office
704-202-4113 Cell
Sblount@spencernc.gov

PIN	Owner's Name	Mailing Address	City	State	ZIP
047 010	Joyce Lipe	1045 Old Stone House Rd	Salisbury	NC	28146
048 006	Waterford Funding LLC	1200 Murchinson Rd., Suite 14233	Fayetteville	NC	28301
047 011	Jedadiah Goss	1220 S Fulton St	Salisbury	NC	28144
047 025	Tiffany Tucker	1851 N US HWY 29	Salisbury	NC	28144
047 007	Richard Green	PO Box 3151	Salisbury	NC	28145
047 008	Angie Ochoa	261 Heiligtown Rd	Salisbury	NC	28144
048 094	Ahmad Safadi	2038 N US HWY 29	Salisbury	NC	28144
047 013	Edmundo Sanchez	4312 Wintercress Dr	Chino	CA	91710



Date 11.28.23

RE: Legal Advertisement

Please place the following ad in your paper in the legal notices section on Sunday 12/10/23 and Sunday 12/17/23. Please send billing by return email and confirmation that the ad was run after running.

Contact me with any questions.

Steve Blount
Town of Spencer
PO Box 45
Spencer, NC 28159
704-633-2231, ext 28

TEXT

The Town of Spencer Board of Aldermen will hold a legislative public hearing at or soon after 5:30 PM at their regularly scheduled meeting on January 4, 2024 in the Board Meeting Room located at 460 S Salisbury Ave., Spencer, NC 28159.

The purpose of the public hearing is to receive public comment on a Zoning Map amendment, specifically rezoning parcel 0447 010 located at 1960 N US HWY 29 from IND to C-29. More information is available for review on the Town's website at www.spencernc.gov or you can see a copy at Town Hall.

Contact Steve Blount at 704-633-2231. Ext 28 with any questions. Public comments may also be submitted in writing or by email to the Town Clerk at akanode@spencernc.gov.

704-633-2231
townofspencer.com



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 1/4/24 Preagenda Meeting

Issue under Consideration:	Hold a public hearing for an Annexation Agreement between Spencer and Salisbury
Current Status:	Hawkins Meadows property, while in Spencer's ETJ is closer to the municipal boundaries of the City of Salisbury. Per GS 160A-581(b2), municipalities must enter into an agreement to allow Spencer to annex this property.
Points to Consider:	Unless the agreement is entered into, Spencer cannot proceed to annex this property.
Financial Impact:	None
Options:	Hold public hearing
Recommendations:	Hold public hearing
Department:	Planning

Beginning at an existing railroad spike in the western edge of a 16' wide farm road, the north west corner of Beverly J. Hawkins, deed book 862 page 794, Rowan County Parcel ID # 324 203, thence with Hawkins line, Lois Patton's line, Juanita Hawkin's line and Henry R. Campbell, Jr.'s line, S 02° 09' 41" W, 919.85' to an existing railroad spike in the east edge of the 16' wide farm road, the north west corner of Leonard Hawkins, thence with Leonard Hawkins west line S 02° 07' 43" W, 200.02' to an existing railroad spike on the eastern edge of 16' wide farm road, thence with Kimberly D. Hawkins west line and Juanita Hawkins west line, S 02° 08' 13" W, 340.10' to an existing #6 rebar the north west corner of the City of Salisbury Economic Development Department property (Rowan County PID # 324 041), thence with their line S 02° 10' 03" W, a total of 307.60' to the center of Grants Creek, passing a half inch iron pipe at 257.60', thence two, lines with the center of Grants Creek, one, N 83° 42' 20" W, 213.10' to a point in the center of Grants Creek, two, N 78° 31' 08" W, 203.97' to a point in the center of Grants Creek in the eastern line of Albert W. Johnson, Rowan County PID # 324 049, thence with Johnson's line N 01° 31' 04" E, 52.49' to an existing #5 rebar on the Bank of Grants Creek, thence continuing with Johnson's line N 01° 31' 04" E, 836.19' to a #5 rebar control corner, thence with Johnson's and Albert W. Johnson, Jr's line N 88° 26' 18" W, 181.50' to a 2 ½" iron pipe in the line of Charles W. Davis, Rowan County PID # 324 054, thence with Davis's line N 01 33' 42" E, 811.00' total to a point on the south edge of pavement of Hawkinstown Road (S.R. 1912), passing an existing #5 rebar at 792.38', thence two lines with the south edge of pavement, one, S 88° 26' 18" E, 81.50' to a point, two, S 88° 26' 18" E, 99.38' to a point, thence continuing with an unknown owners property, N 89° 54' 47" E, 411.28' to an existing #5 rebar, Beverly J. Hawkins south west corner of Rowan County PID # 324 046 thence with her line N 83° 06' 27" E, 22.00' to the point and place of Beginning and being 20.246 acres as shown on map tilted 153 Capital, LLC and recorded in Rowan County Register of Deeds in Book of Maps 9995 Page 10641, survey and map by Shulenburger Surveying Company, P.A. dated 09/12/2023.



ASSISTANT/DEPUTY

N.C. GRID NORTH - NAD 83 (2001) FROM A SURVEY BY THIS CO. FOR QUATTRO DEVELOPERS, LLC, DATED 2-12-2008



1. THIS PROPERTY IS TO BE SERVED BY PUBLIC WATER AND SEWER SYSTEMS.
2. TOTAL AREA SURVEYED: 20.246 ACRES +/-.
3. THIS PROPERTY IS ZONED AG (TOWN OF SPENCER).
4. ALL SIDE AND REAR LOT LINES ARE SUBJECT TO A 10' UTILITY EASEMENT ON EITHER SIDE.
5. A PORTION OF THIS PROPERTY LIES WITHIN DESIGNATED FLOOD ZONE "A" (AREAS DETERMINED BY THE STATE OF MASSACHUSETTS CHANCE FLOOD DESIGNATION) (SEE MAP). A PORTION OF THIS PROPERTY LIES WITHIN DESIGNATED FLOOD ZONE "AE" (1% ANNUAL CHANCE FLOOD PLAN - BASE FLOOD ELEVATIONS DETERMINED) (SEE MAP & FIRM 3710578000A & 3710161000A). EFFECTIVE DATE: 6-16-2009.
6. ALL UTILITIES SHOWN ARE HORIZONTAL.
7. THE COMBINED FACTOR FOR THIS SURVEY EQUALS 0.99987106.
8. THIS PROPERTY IS NOT LOCATED WITHIN A PUBLIC WATER SUPPLY WATERSHED.
9. PARCEL ID: 324 048 (2.891 AC), PARCEL ID: 324 132 (0.482 AC) AND PARCEL ID: 324 079 (1.11 +/- AC) ARE TO BE RECOMBINED BY DEED TO FORM TRACT J CONTAINING A TOTAL OF 20.246 ACRES +/-.

This combination will only become effective after the recordation of a document of title expressing the owners intent to combine the noted parcels in the Office of Rowan County Register of Deeds.

NOTE: DASHED REFERENCE LINES RUNNING WITH GRANTS CREEK ARE FOR COMPUTATION PURPOSES ONLY. THE ACTUAL PROPERTY LINES RUN WITH THE MEANDERING CENTERLINE OF GRANTS CREEK.

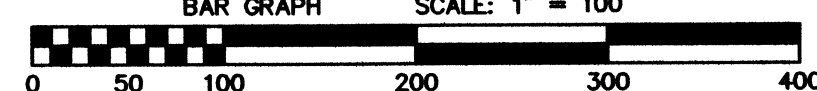
BUILDING SETBACK LINES ARE AS FOLLOWS:

120' FROM STREET RIGHT OF WAY LINE
4' FROM SIDE PROPERTY LINE
70' FROM SIDE PROPERTY LINE ABUTTING STREET
4' FROM REAR PROPERTY LINE

I HEREBY CERTIFY THAT THIS EXCEPTION PLAT MEETS THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE TOWN OF SPENCER, NORTH CAROLINA.

Line	Bearing	Distance
L1	N 1° 33' 42" E	18.62'
L2	S 88° 26' 18" E	81.50'
L3	S 1° 33' 42" W	20.23'
L4	S 88° 26' 18" E	99.54'
L5	S 88° 26' 18" E	99.38'
L6	S 1° 31' 04" W	21.72'
L7	N 83° 06' 27" E	22.00'
L8	S 2° 10' 03" W	50.00'
L9	N 1° 31' 04" E	52.49'
L10	S 87° 53' 07" E	181.23'
L11	N 1° 33' 42" E	213.01'

BAR GRAPH SCALE: 1" = 100'



LEGEND ● Manhole ● Utility Pole ○ Ex. Iron (as described) ○ New Iron (#8 rebar) △ Point (not set) ▲ Ex. Railroad Spike ● Centerline RW Right-of-Way	STATE OF NORTH CAROLINA COUNTY OF ROWAN I, _____, REVIEW OFFICER OF ROWAN COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.		I, RICHARD L. SHULENBURGER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (see references); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN D.B. (NVA) PG. (NVA); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 12th DAY OF SEPTEMBER, 2023.
	REVIEW OFFICER _____ DATE _____		<i>9/22/23</i> 

704-633-2231
spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 1/9/2024

Issue under Consideration:	Consider approving the minutes from the Pre-Agenda Board of Aldermen Meeting on December 7, 2023, and the Regular Board of Aldermen Meeting on December 12, 2023.
Current Status:	Alderwoman Patricia Sledge has proofread both sets of minutes, and Town Clerk Anna Kanode Ward has made the suggested grammatical and spelling corrections.
Points to Consider:	N/A
Financial Impact:	N/A
Options:	Approve both sets of minutes. Approve one set of minutes. Suggest edits to minutes.
Recommendations:	Approve both sets of minutes.
Department:	Town Clerk

MINUTES
Spencer Board of Aldermen
Pre-Agenda Meeting
December 7, 2023

The Town of Spencer Board of Aldermen met in regular session to conduct a pre-agenda meeting at the Spencer Town Hall on Thursday, December 7, 2023, at 5:32 p.m.

Present were: Mayor Jonathan Williams
Mayor Pro Tempore Patti Secreast
Alderman Steve Miller
Alderwoman Patricia Sledge

Alderman Andrew Howe attended the meeting via Zoom.

Alderman Rashid Muhammad and Alderman Sam Morgan were absent.

Also present were: Town Manager Peter Franzese, Town Clerk Anna Kanode Ward, Finance Officer Heather Kann, Public Works Director Joe Taylor, Fire Chief Michael Lanning, Police Sergeant Brian Leonard, Planner Kyle Harris, LEAD for NC Fellow Ryan Ledbetter, and Planning & Zoning Administrator Steve Blount.

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

ADDITIONS/DELETIONS

Planning & Zoning Administrator Steve Blount requested the Stanback Forest annexation public hearing be added to the Pre-Agenda Meeting agenda as it had been properly advertised but erroneously omitted from the agenda.

Action

It was the consensus of the Board to add the public hearing for the Stanback Forest annexation to the agenda before the public hearing for the NC Finishing Company Rezoning.

PUBLIC HEARINGS – Long Ferry Road Truckstop Annexation, Innospec Annexation, & Stanback Forest Annexation

Planning & Zoning Administrator Steve Blount gave a presentation regarding the annexation of the following three properties and answered questions from the Mayor and Board.

- Parcels 052 086, 052 087, 052 088, and 052 089, otherwise known as the Long Ferry Road Truckstop property;
- Parcel 051 017 at 655 Hackett Street, otherwise known as the Innospec property;
- Parcels 043 005 & 043 0060000002, 043 094, 033 426, and 043 030, otherwise known as the Stanback Forest property.

Mayor Jonathan Williams opened the public hearings for the Long Ferry Road Truckstop Annexation, Innospec Annexation, & Stanback Forest Annexation.

Being no one present wishing to speak, Mayor Jonathan Williams called for a motion to close all three public hearings on the annexation of the following properties:

- Parcels 052 086, 052 087, 052 088, and 052 089, otherwise known as the Long Ferry Road Truckstop property;
- Parcel 051 017 at 655 Hackett Street, otherwise known as the Innospec property;
- Parcels 043 005 & 043 0060000002, 043 094, 033 426, and 043 030, otherwise known as the Stanback Forest property.

Action

Alderman Steve Miller moved to close the public hearings on the annexation of parcels 052 086, 052 087, 052 088, and 052 089; 051 017 at 655 Hackett Street; and 043 005 & 043 0060000002, 043 094, 033 426, and 043 030. Alderwoman Patricia Sledge seconded the motion, which carried by a vote of 3 – 0.

PUBLIC HEARING – NC Finishing Company Rezoning

Planning & Zoning Administrator Steve Blount gave a presentation regarding the rezoning of about 56 acres of parcel 048 006 from IND to MU-1 and answered questions from the Mayor and Board.

Mayor Jonathan Williams opened the public hearing. The following people addressed concerns about the use of an adjoining church property and the need to clean up the proposed rezoning property:

1. Gayle Prentice, 1700 S. Rowan Ave.
2. Taft Prentice, 1700 S. Rowan Ave.
3. Nick Wayne, 1050 E. Ritchie Rd.

Being no one else present wishing to speak, Mayor Jonathan Williams called for a motion to close the public hearing on the rezoning of about 56 acres of parcel 048 006 from IND to MU-1.

Action

Alderwoman Patricia Sledge moved to close the public hearing on the rezoning of about 56 acres of parcel 048 006 from IND to MU-1. Alderman Steve Miller seconded the motion, which carried by a vote of 3 – 0.

At the request of the Board, Mr. Steve Blount answered the questions brought up by citizens during the public hearing.

CONSIDER ADOPTING – Resolution 23-27 to Set Public Hearing Date for Question of Annexation Agreement with the City of Salisbury

Planning & Zoning Administrator Steve Blount provided a summary of the annexation agreement with the City of Salisbury and answered questions from the Mayor and Board.

Action

Mayor Pro Tempore Patti Secreast moved to approve Resolution 23-27 setting the public hearing date for the question of the annexation agreement with the City of Salisbury, which is included in the body of the minutes below. Alderman Steve Miller seconded the motion, which carried by a vote of 3 – 0.

**TOWN OF SPENCER, NORTH CAROLINA
RESOLUTION 23-27**

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION AGREEMENT WITH CITY OF
SALISBURY PURSUANT TO
G.S. 160A-58**

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, this property is not contiguous with the current municipal boundaries of the Town of Spencer; and

WHEREAS, while this property is within the Town of Spencer's extraterritorial jurisdiction, it is closer to the municipal boundaries of Salisbury than to Spencer;

WHEREAS, per the requirements of GS 160A-58.1(b2), the City of Salisbury and the Town of Spencer are required to enter into an agreement allowing Spencer to annex this property;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Town Hall at or about 5:30 PM on January 4, 2024.

Section 2. The area proposed for annexation is described as follows:

Beginning at an existing railroad spike in the western edge of a 16' wide farm road, the north west corner of Beverly J. Hawkins, deed book 862 page 794, Rowan County Parcel ID # 324 203, thence with Hawkins line, Lois Patton's line, Juanita Hawkin's line and Henry R. Campbell, Jr.'s line, S 02° 09' 41" W, 919.85' to an existing railroad spike in the east edge of the 16' wide farm road, the north west corner of Leonard Hawkins, thence with Leonard Hawkins west line S 02° 07' 43" W, 200.02' to an existing railroad spike on the eastern edge of 16' wide farm road, thence with Kimberly D. Hawkins west line and Juanita Hawkins west line, S 02° 08' 13" W, 340.10' to an existing #6 rebar the north west corner of the City of Salisbury Economic Development Department property (Rowan County PID # 324 041), thence with their line S 02° 10' 03" W, a total of 307.60' to the center of Grants Creek, passing a half inch iron pipe at 257.60', thence two, lines with the center of Grants Creek, one, N 83° 42' 20" W, 213.10' to a point in the center of Grants Creek, two, N 78° 31' 08" W, 203.97' to a point in the center of Grants Creek in the eastern line of Albert W. Johnson, Rowan County PID # 324 049, thence with Johnson's line N 01° 31' 04" E, 52.49' to an existing #5 rebar on the Bank of Grants Creek, thence continuing with Johnson's line N 01° 31' 04" E, 836.19' to a #5 rebar control corner, thence with Johnson's and Albert W. Johnson, Jr.'s line N 88° 26' 18" W, 181.50' to a 2 ½" iron pipe in the line of Charles W. Davis, Rowan County PID # 324 054, thence with Davis's line N 01° 33' 42" E, 811.00' total to a point on the south edge of pavement of Hawkinstown Road (S.R. 1912), passing an existing #5 rebar at 792.38', thence two lines with the south edge of pavement, one, S 88° 26' 18" E, 81.50' to a point, two, S 88° 26' 18" E, 99.38' to a point, thence continuing with an unknown owner's property, N 89° 54' 47" E, 411.28' to an existing #5 rebar, Beverly J. Hawkins south west corner of Rowan County PID # 324 046 thence with her line N 83° 06' 27" E, 22.00' to the point and place of Beginning and being 20.246 acres as shown on map tilted 153 Capital, LLC and recorded in Rowan County Register of Deeds in Book of Maps 9995 Page 10641, survey and map by Shulenburg Surveying Company, P.A. dated 09/12/2023.

Section 3. The Annexation Agreement will read as follows:

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement"), by and between the City of Salisbury, a municipal corporation of the State of North Carolina (hereinafter the "City of Salisbury"), and the Town of Spencer, a municipal corporation of the State of North Carolina (hereinafter the "Town of Spencer") (collectively hereinafter referred to as the "Participating Municipalities").

WITNESSETH:

WHEREAS, the City of Salisbury and the Town of Spencer, duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the Participating Municipalities and to improve planning by public and private interests in such areas; and

WHEREAS, Chapter 160A, Article 4A, Part 6 of the General Statutes of North Carolina (hereinafter referred to as the "Act") authorizes municipalities to enter into binding annexation agreements concerning future

annexation in order to enhance orderly planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities;

NOW, THEREFORE, THE PARTICIPATING MUNICIPALITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act, codified as G.S. Chapter 160A, Article 4A, Part 6.
2. This Agreement shall be in effect until December __, 2043.
3. The City of Salisbury may not annex the area as described on attached Exhibit A, which is incorporated herein by reference.
4. **See attached map labeled "CITY OF SALISBURY/TOWN OF SPENCER ANNEXATION AGREEMENT MAP" marked as Exhibit B and incorporated herein by reference for a general description.**
5. The effective date of this Agreement shall be December __, 2023, or the date of adoption of the approving ordinance by the last Participating Municipality to do so, whichever is later.
6. At least sixty (60) days before the adoption of any annexation ordinance, the Participating Municipality which is proposing any annexation in the area(s) subject to this Agreement shall give written notice to the other Participating Municipality of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to the area described in this Agreement; roads, streams and any other prominent geographical features. The 60-day notice of the annexation ordinance may be waived by a mutual written waiver of the Participating Municipalities. Such notice shall not be effective for more than 180 days.
7. This Agreement may be modified or terminated by a subsequent agreement entered into by the Participating Municipalities. Any subsequent agreement shall be approved by ordinance after public hearings as required by law.
8. This Agreement may be terminated unilaterally by a Participating Municipality or a Participating Municipality may withdraw from this Agreement by repealing the ordinance which approved this Agreement and providing five years' written notice to the other Participating Municipality. Upon the expiration of the five-year period, this Agreement shall terminate.
9. From and after the effective date of this Agreement, neither the City of Salisbury nor the Town of Spencer may adopt an annexation ordinance as to all or any portion of an area in violation of this Agreement.
10. Nothing in this Agreement shall be construed to authorize the annexation of any area that is not otherwise subject to annexation under applicable law.
11. This writing contains the entire agreement between the Participating Municipalities.

Section 4. Notice of the public hearing shall be published in The Salisbury Post, a newspaper having general circulation in the Town of Spencer of at least ten (10) days prior to the date of the public hearing.

Adopted this 7th day of December 2023.

REVIEW OF December 12, 2023, Agenda

INVOCATION

Alderman Steve Miller volunteered to give the invocation at the December 12, 2023, regular meeting.

ORGANIZATION AND PROCEDURE OF MAYOR AND BOARD OF ALDERMEN

A discussion was held on the procedure for selecting the Mayor Pro Tempore, Board of Aldermen liaisons and representatives, etc.

ADDITIONS/DELETIONS AND ADOPTION OF AGENDA

It was the consensus of the Board to add the following items to the December 12, 2023 Regular Meeting Agenda:

- Budget amendment for the Streamflow Rehabilitation Assistance Grant;
- Budget amendment to accept the Salisbury-Rowan Community Foundation Grant;
- The following recognitions:
 - Mayor Pro Tempore Patti Secreast: in memory of Mrs. Carolyn Jean Thornton Baker;
 - Alderman Steve Miller: 'Tis the Season Spectacular organizers and volunteers;
 - Alderwoman Patricia Sledge: Winterfest organizers and volunteers.

CONSENT AGENDA

The Board agreed by consensus to move the following items to the consent agenda:

- a. **APPROVAL OF MINUTES:**
 - i. November 9, 2023, Pre-Agenda Meeting Minutes
 - ii. November 14, 2023, Regular Meeting Minutes
- b. **CONSIDER ADOPTING** – Budget Ordinance Amendment 23-14.008 for Appropriation of Streamflow Rehabilitation Assistance Grant
- c. **CONSIDER ADOPTING** – Long Ferry Road Corridor Study

Action

It was the consensus of the Board to leave all remaining agenda items on the regular agenda.

EXECUTIVE SESSION

It was the consensus of the Board that there was no reason to go into Executive Session.

ADJOURNMENT

Alderman Steve Miller moved to adjourn the meeting. Mayor Pro Tempore Patti Secreast seconded the motion, which carried unanimously with a vote of 3 – 0. The meeting stood adjourned at 6:36 p.m.

Approved by:

Attest:

Jonathan Williams, Mayor

Anna Kanode Ward, Town Clerk

**MINUTES
Spencer Board of Aldermen
Regular Meeting
December 12, 2023**

The Town of Spencer Board of Aldermen met in regular session to conduct a regular meeting at the Spencer Town Hall on Tuesday, December 12, 2023, at 6:01 p.m.

Present were: Mayor Pro Tempore Patti Secreast
Alderman Andrew Howe
Alderman Sam Morgan
Alderwoman Patricia Sledge
Alderman Rashid Muhammad
Alderman Steve Miller
Alderwoman Erin Moody

Mayor Jonathan Williams and MPA Intern Skye Allan attended via Zoom.

Also present were: Town Manager Peter Franzese, Town Attorney Jay Dees, Finance Officer Heather Kann, Public Works Director Joel Taylor, Fire Chief Michael Lanning, Police Chief Michael File, Planner Kyle Harris, Special Projects Manager Joe Morris, UNC Lead for NC Fellow Ryan Ledbetter, and Planning & Zoning Administrator Steve Blount.

Mayor Pro Tempore Patti Secreast called the meeting to order.

Alderman Steve Miller gave the invocation.

Mayor Pro Tempore Patti Secreast led the *Pledge of Allegiance*.

Town Clerk Anna Kanode Ward came into the Board Room at 6:04 p.m.

Organization and Procedure of Mayor and Board of Aldermen

Oath of Office Administered to Members of the Board of Aldermen

Oaths were administered to members of the Board of Aldermen by Clerk of Court Todd Wyrick. Mayor Jonathan Williams took his oath of office on December 7, 2023, due to a scheduling conflict with tonight's meeting. Alderwoman Erin Moody was seated and Board members thanked former Alderman Sam Morgan for his many years of service and presented him with artwork. Mr. Morgan offered parting remarks.

Establishment of Time and Place for the Board's Regular Meetings in 2024

Action

Alderwoman Patricia Sledge moved to accept the establishment of time and place for the Board's regular meetings in 2024 as presented. Alderman Rashid Muhammad seconded the motion, which was carried by a unanimous vote of 6 – 0.

Election of Mayor Pro Tempore for 2024 – 2026

Mayor Pro Tempore Patti Secreast opened the floor for nominations for the position of Mayor Pro Tempore. Alderman Steve Miller nominated Patti Secreast. Being no other nominations, Mayor Pro Tempore Secreast closed the floor for nominations.

Action

Alderman Steve Miller moved to appoint Alderwoman Patti Secreast as Mayor Pro Tempore for 2024 – 2026. Alderwoman Patricia Sledge seconded the motion, which was carried by a unanimous vote of 6 – 0.

Consider Appointment/Reappointment of Representatives

Action

Alderwoman Patricia Sledge moved to appoint the following representatives and alternates.

- Cabarrus-Rowan Metropolitan Planning Organizations Transportation Advisory (TAC)
 - Alderman Steve Miller
 - Alderman Andrew Howe (alternate)
- Cabarrus-Rowan Metropolitan Planning Organizations Coordinating Committees (TCC)
 - Planning & Zoning Administrator Steve Blount
 - Public Works Director Joel Taylor (alternate)
- Centralina Council of Government (COG) Board of Delegates
 - Centralina BOD – Alderwoman Patricia Sledge
 - Alderman Andrew Howe (alternate)

Alderman Andrew Howe seconded the motion, which carried by a unanimous vote of 6 – 0.

ADDITIONS/DELETIONS AND ADOPTION OF AGENDA

Action

Alderman Rashid Muhammad moved to approve the agenda as presented. Alderman Andrew Howe seconded the motion which carried by a unanimous vote of 6 – 0.

RECOGNITIONS

- a. Mayor Pro Tempore Patti Secreast recognized the late Mrs. Carolyn Jean Thornton Baker, who taught at North Rowan High School for 31 years, for everything she did for the Town of Spencer families over her lifetime.
- b. Alderman Steve Miller recognized the 'Tis the Season Spectacular organizers and volunteers, emphasizing the large amount of work that goes into the parade.
- c. Alderwoman Patricia Sledge recognized the Winterfest organizers, volunteers, and donors.

Public Comment

Mayor Pro Tempore Secreast opened the floor to receive public comment. Being no one present wishing to speak, Mayor Pro Tempore Secreast closed the public comment portion of the meeting.

CONSENT AGENDA

Alderman Rashid Muhammad moved to approve the consent agenda as presented. Alderwoman Patricia Sledge seconded the motion which carried by a unanimous vote of 6 – 0. Item b is

incorporated in the body of the minutes below, item c is included as attachment A. Items approved were:

- a. **APPROVAL OF MINUTES:**
 - i. November 9, 2023, Pre-Agenda Meeting Minutes
 - ii. November 14, 2023, Regular Meeting Minutes
- b. **CONSIDER ADOPTING** – Budget Ordinance Amendment 23-14.008 Appropriation of Streamflow Rehabilitation Assistance Grant
- c. **CONSIDER ADOPTING** – Long Ferry Road Corridor Study

AN ORDINANCE AMENDING
THE TOWN OF SPENCER, NORTH CAROLINA
FY 23-24 ANNUAL BUDGET
ORDINANCE 23-14.008
DECEMBER 12, 2023

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, 2023, and ending on June 30, 2024:

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. The remaining balance at June 30, 2023 is \$219,711.

Section 2. To amend the FY 23-24 revenue and expense appropriations as follows: Appropriate funds from Streamflow Rehabilitation Assistance Program grant for stream rehabilitation as follows:

Revenues

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
10-3985-004	State grants	\$400,000	\$219,711	\$619,711

Expenses/Expenditures

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
10-4510-194	Contract Services	\$400,000	\$219,711	\$619,711

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 12th, day of December 2023.

ANNUAL AUDIT PRESENTATION – RH Senior Audit Manager TD Hill to Present Fiscal Year 2022-2023 Annual Audit

The Town Board received a presentation from Senior Audit Manager TD Hill of RH CPAs, PLLC. Mr. Hill stated that the Town's audit has been completed, financial statements and notes were prepared and submitted to the LGC on October 31, 2023. The Board thanked Mr. Hill for his presentation.

CONSIDER ADOPTING – Budget Ordinance Amendment 23-14.009 Salisbury-Rowan Community Foundation Grant

The Spencer Mural Selection Committee is organizing the installation of the recently approved mural by Amiri Farris and is planning a community input session for the future Max Dowdle mural on the side of Town Hall.

The goal of the Downtown Spencer Mural Walk Program is to bring a permanent series of high-quality digitally augmented public murals to downtown Spencer to beautify empty spaces, develop civic engagement, bring attention to our local businesses, and celebrate our unique history, while developing the Town's identity going forward.

This grant from the Salisbury-Rowan Community Foundation will increase the budget by \$5,000 for the purposes of creating new public murals in downtown Spencer.

Action

Alderman Rashid Muhammad moved to adopt Budget Ordinance Amendment 23-14.009 to accept the Salisbury-Rowan Community Foundation Grant, which is incorporated in the body of the minutes below. Alderwoman Erin Moody seconded the motion which carried by a unanimous vote of 6 – 0.

AN ORDINANCE AMENDING
THE TOWN OF SPENCER, NORTH CAROLINA
FY 23-24 ANNUAL BUDGET
ORDINANCE 23-14.009
DECEMBER 12, 2023

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, 2023 and ending on June 30, 2024:

Section 1. The Town has been awarded a \$5,000 Salisbury-Rowan Community Foundation Grant from the Salisbury Community Foundation

Section 2. To amend the FY 23-24 revenue and expense appropriations as follows: Appropriate funds from this grant for creating new public murals in downtown Spencer.

Section 3. The following line items are amended as follows:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
10-3985-002	Other Grants	\$90,050	\$95,050	\$5,000

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
10-4110-194	Contract Services	\$65,860	\$70,860	\$5,000

Section 4. 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 12th day of December 2023.

CONSIDER APPROVING –2024 Town of Spencer School Safety and Support Grant Program

The Board has allocated \$20,000 in the FY23-24 budget for the funding of a grant focusing on initiatives concerned with gang violence, human trafficking, and teacher morale in the Town's public schools.

The Town now needs to approve or modify the grant program as presented.

Action

Alderman Andrew Howe moved to approve the 2024 Town of Spencer School Safety and Support Grant Program, which is included as attachment B to these minutes. Alderman Rashid Muhammad seconded the motion which carried by a unanimous vote of 6 – 0.

CONSIDER AWARDING – 2023-24 Salisbury Corridor Improvement Grant

The Board budgeted \$10,000 for the 2023-24 “Façade Grant” Program.

Mr. Curtis Allman proposes to install new awnings on the side façade of the building (facing S. Yadkin Ave.) to match the existing awnings on the front façade (5th Street). The awnings are standing-seam metal shed-style awnings. They will match the existing awnings on the building in terms of material, color, and style.

The Historic Preservation Commission (HPC) issued a Certificate of Appropriateness (COA) permit for this project at their December 4 special meeting.

The Community Appearance Commission (CAC) has issued a recommendation for this project.

Action

Alderman Patricia Sledge moved to award the 2023-24 Salisbury Corridor Improvement Grant in the amount of \$1,000 to Mr. Curtis Allman (Allman Properties, LLC) for an awning installation project at 127 5th Street. Alderman Rashid Muhammad seconded the motion which carried by a unanimous vote of 6 – 0.

CONSIDER ADOPTING – Ordinance 23-22 Long Ferry Road Truckstop Annexation

The Town has been petitioned by the property owner to have this property annexed.

Action

Alderman Steve Miller moved to adopt Ordinance 23-22, annexing the Long Ferry Road Truckstop, which is included in the body of the minutes below. Alderman Andrew Howe and Alderman Patricia Sledge seconded the motion which carried by a unanimous vote of 6 – 0.

ORDINANCE 23-22

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

WHEREAS, the Board of Aldermen has been petitioned under G.S. 160A- 31 to annex the area described below; and

WHEREAS, the Board of Aldermen has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Town Hall, 460 S Salisbury Ave at 5:30 PM on 12/7/23 after due notice by publication in the Salisbury Post on 11/19/23 and

WHEREAS, the Board of Aldermen finds that the petition meets the requirements of G.S. 160A-31;

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. 160A-31, the following described territory is hereby annexed and made part of the Town of Spencer as of 12/14/2023:

TRACT 1:

Being all of parcel number 052 086 as shown on the Rowan County, NC GIS system further described as follows:

BEGINNING AT A FOUND REBAR IN AN IRON PIPE, SAID REBAR BEING THE SOUTHEAST CORNER OF RONALD W. RICE AND IMELDA G. RICE (DEED BOOK 722-979 OF THE ROWAN COUNTY PUBLIC REGISTRY); THENCE ALONG THE LINE OF RICE N17°17'35"E A DISTANCE OF 174.61 FEET TO A FOUND RIGHT OF WAY MONUMENT, SAID MONUMENT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LONG FERRY ROAD; THENCE LEAVING THE LINE OF RICE AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) CALLS: (1) S72°48'16"E A DISTANCE OF 23.82 FEET TO A FOUND RIGHT OF WAY MONUMENT; (2) S73°07'57"E A DISTANCE OF 107.57 FEET TO A SET IRON ROD, SAID IRON ROD BEING ON THE LINE OF THAT CERTAIN 17.010 ACRE PARCEL OF LAND CONVEYED TO AGS SALISBURY LLC (DEED 1410-778 OF SAID PUBLIC REGISTRY); THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE LINE OF SAID 17.010 ACRE PARCEL OF LAND THE FOLLOWING FIVE (5) CALLS: (1) S16°51'12"W A DISTANCE OF 230.84 FEET TO A FOUND IRON PIPE; (2) S16°49'06"W A DISTANCE OF 654.94 FEET TO A SET IRON ROD; (3) N73°10'45"W A DISTANCE OF 132.97 FEET TO A FOUND IRON ROD; (4) N16°49'48"E A DISTANCE OF 655.33 FEET TO A FOUND IRON PIPE; (5) N16°58'13"E A DISTANCE OF 56.09 FEET TO THE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 2.699 ACRES (117,583 SQUARE FEET) OF LAND, MORE OR LESS.

TRACT 2:

Being all of parcel number 052 087 as shown on the Rowan County, NC GIS system further described as follows:

BEGINNING AT A FOUND REBAR IN AN IRON PIPE, SAID REBAR BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO RONALD W. RICE AND IMELDA G. RICE (DEED BOOK 722-979 OF THE ROWAN COUNTY PUBLIC REGISTRY), SAID REBAR ALSO BEING ON THE LINE OF THAT CERTAIN 2.699 ACRE PARCEL OF LAND CONVEYED TO AGS SALISBURY LLC (DEED BOOK 1412-562 OF SAID PUBLIC REGISTRY); THENCE CONTINUING ALONG THE LINE OF SAID 2.699 ACRE PARCEL THE FOLLOWING FIVE (5) CALLS: (1) S16°58'13"W A DISTANCE OF 56.09 FEET TO A FOUND IRON PIPE; (2) S16°49'48"W A DISTANCE OF 655.33 FEET TO A FOUND IRON ROD; (3) S73°10'45"E A DISTANCE OF 132.97 FEET TO A SET IRON ROD; (4) N16°49'06"E A DISTANCE OF 654.94 FEET TO A FOUND IRON PIPE; (5) N16°51'12"E A DISTANCE OF 230.84 FEET TO A SET IRON ROD, SAID IRON ROD BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LONG FERRY ROAD; THENCE LEAVING THE LINE OF SAID 2.699 ACRE PARCEL OF LAND AND CONTINUING ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO (2) CALLS: (1) S73°08'21"E A DISTANCE OF 23.44 FEET TO A FOUND RIGHT OF WAY MONUMENT; (2) S71°57'21"E A DISTANCE OF 201.22 FEET TO A SET IRON ROD, SAID IRON ROD BEING THE NORTHWEST CORNER OF THAT CERTAIN 8.833 ACRE PARCEL OF LAND CONVEYED TO AGS SALISBURY LLC (DEED BOOK 1412-556 OF SAID PUBLIC REGISTRY); THENCE LEAVING SAID RIGHT OF WAY LINE AND CONTINUING ALONG THE LINE OF SAID 8.833 ACRE PARCEL OF LAND THE FOLLOWING TWO (2) CALLS: (1) S16°50'57"W A DISTANCE OF 958.67 FEET TO A FOUND IRON PIPE; (2) S16°47'51"W A DISTANCE OF 852.71 FEET TO A FOUND IRON PIPE, SAID IRON PIPE BEING ON THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO SARAH PRUDENCE SNIDER (DEED BOOK 1219-723 OF SAID PUBLIC REGISTRY); THENCE LEAVING THE LINE OF SAID 8.833 ACRE PARCEL OF LAND AND CONTINUING ALONG THE LINE OF SARAH PRUDENCE SNIDER N70°12'56"W A DISTANCE OF 185.87 FEET TO A FOUND IRON ROD, SAID IRON ROD BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO RAYMOND DAVID SNIDER JUNIOR AND JENNIFER MCCULLOW SNIDER (DEED BOOK 1219-724 OF SAID PUBLIC REGISTRY); THENCE LEAVING THE LINE OF SARAH PRUDENCE SNIDER AND CONTINUING ALONG THE LINE OF RAYMOND DAVID SNIDER JUNIOR AND JENNIFER MCCULLOW SNIDER THE FOLLOWING TWO (2) CALLS: (1) N70°31'49"W A DISTANCE OF 39.05 FEET TO A FOUND IRON PIPE; (2) N70°16'40"W A DISTANCE OF 264.63 FEET TO A FOUND IRON PIPE, SAID IRON PIPE BEING THE SOUTHEAST CORNER OF LINDA ANN PITMAN (DEED BOOK 1239-940 OF SAID PUBLIC REGISTRY); THENCE LEAVING THE LINE OF RAYMOND DAVID SNIDER JUNIOR AND JENNIFER MCCULLOW SNIDER AND CONTINUING ALONG THE LINE OF PITMAN N16°48'12"E A DISTANCE OF 1,620.46 FEET TO A FOUND IRON ROD, SAID IRON ROD BEING THE SOUTHWEST CORNER OF RONALD W. RICE AND IMELDA G. RICE (DEED BOOK 722-979 OF SAID PUBLIC REGISTRY); THENCE LEAVING THE LINE OF PITMAN S71°28'18"E ALONG THE LINE OF RICE A DISTANCE OF 132.16 FEET TO THE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 17.010 ACRES (740,966 SQUARE FEET) OF LAND, MORE OR LESS.

TRACT 3:

Being all of parcel number 052 088 as shown on the Rowan County, NC GIS system further described as follows:

BEGINNING at a stake in the center of the Long Ferry Public Road and on the East side of the center of the intersection of said road with a 16 foot road at Northwest corner of Lot No. 10 and runs thence with the edge of said 16 foot road about S. 17deg. West 1860 feet to a stake, the Northwest corner of Lot No. 17 and the Southwest corner of Lot No. 10; thence South 71 deg. East 225 ft. to a stake, corner of Lot Ne 11; thence North 17 deg. East 1870 ft. to a stake in the center of the Long Ferry Public Rd., the Northwest corner of Lot No. 11; thence with the Long Ferry Road in a northwesterly direction 225 ft. to the Beginning, containing 9.4 acres, more or less, and being Lot No. 10 as shown on the map of the property of W. E. McWhirter and C.H. Kluttz of the T. P. Johnston land made by N. A. Trexler, C. S. in January, 1922 and filed in the Register's office of Rowan County, N.C.

TRACT 4:

Being all of parcel number 052 089 as shown on the Rowan County, NC GIS system further described as follows:

BEGINNING at a stake in the center of the Miller Ferry Road (Long Ferry Road), the Northeast corner of Lot No. 10, Kester's corner, and runs thence with the said Miller Ferry Road (Long Ferry Road) about South 71 deg. East 112 ½ft. to a stake, the center of Lot No. 11; thence with the center of Lot No. 11 about South 17 deg. West 1868 ft. more or less, to a stake on the rear line of Lot No. 11, Snider's Line; thence with Snider's line, North 71 deg. West 112 ½ft. to a stake, corner of Lot No. 10, Kester's corner thence with the line of Lot No. 10, Kester's line about North 17 deg. East 1870 ft. to the beginning, corner on the Miller Ferry Road (Long Ferry Road) containing 4.75 acres, more or less, and being the western half of Lot No. 11, as shown on the map of the property of McWhirter and Kluttz, of the T. P. Johnston land, which map is filed in the Register's office of Rowan County, N. C.

There is excepted from the above-described tracts the following described tract containing 3 1/4 acres, more or less, which was previously conveyed by Herman L. Greene and wife, Dollie E. Greene to Allen W. Carter and wife, Ellen Greene Carter, the grantees herein, by deed recorded in Deed Book 368, page 273 in the office of the Register of Deeds for Rowan County, N. C.:

BEGINNING at a point in the center of the Long Ferry Road (Miller Ferry Road), P.A. Honeycutt's corner, and runs thence with the Honeycutt line, South 17 deg. West 840 ft. to a stake, corner to Honeycutt and Gamewell; thence two new lines as follows: (1) North 73 deg. West 168 feet to an iron pipe, a new corner; (2) North 17 deg. East 840 feet to a point in the center of the Long Ferry Road (Miller Ferry Road), a new corner; thence with the center of the road, South 73 deg. East 168 ft. to the Beginning, containing 3 1/4 acres, more or less.

Section 2. Upon and after 12/12/23 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Spencer and shall be entitled to the same privileges and benefits as other parts of the Town of Spencer. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Spencer, NC 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 at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly 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.

Section 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Spencer, NC

Adopted this 12th day of December 2023.

CONSIDER ADOPTING – Ordinance 23-23 Innospec Annexation

The Town has been petitioned by the property owner to have this property annexed.

Action

Alderman Rashid Muhammad moved to adopt Ordinance 23-23, annexing the Innospec, Inc. property, which is included in the body of the minutes below. Alderwoman Patricia Sledge seconded the motion which carried by a unanimous vote of 6 – 0.

ORDINANCE 23-23

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

WHEREAS, the Board of Aldermen has been petitioned under G.S. 160A- 31 to annex the area described below; and

WHEREAS, the Board of Aldermen has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Town Hall, 460 S Salisbury Ave at 5:30 PM on 12/7/23 after due notice by publication in the Salisbury Post on 11/19/23 and

WHEREAS, the Board of Aldermen finds that the petition meets the requirements of G.S. 160A-31;

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. 160A-31, the following described territory is hereby annexed and made part of the Town of Spencer as of 12/14/2023:

TRACT 1: BEGINNING at a stake in the Southern margin of Hackett Road (said stake being North 71 deg. 25 min. East 532 feet from Hackett's corner); thence with line of Tract No. 2, South 11 deg. 25 min. East 703.4 feet to a stone, Hackett's corner; and corner of Tract No. 2; thence with Hackett's line, South 1 deg. East 650 feet, more or less, to the corner of property of Hackett, W. G. Grubb and W. A. Hoffner; thence with Hoffner's line, South 74 deg. 40 min. East 743 feet, more or less, to the corner of Tract No. 4 in W. A. Hoffner's line; thence with the line of Tract No. 4, North 16 deg. 50 min. West 1766 feet to a stake, corner of Tract No. 4 in the Southern margin of Hackett Road; thence with the Southern margin of Hackett Road, South 71 deg. 25 min. West 328 feet to the point of BEGINNING, containing 16.3 acres, more or less and being Tract No. 3 as shown upon the Division of the H. L. Hinkle land being a part of the property as described in Deed Book 169, page 140, and also part of Deed Book 171, page 245 in the office of the Register of Deeds for Rowan County, N. C.

TRACT 2: BEGINNING at a stake in the Southern margin of Hackett Road, Hedrick's corner; and runs thence with the Southern margin of Hackett Road, South 71 degrees 25 minutes West 350.5 feet to a stake, corner of Tract No. 3; thence with the line of Tract No. 3, South 16 degrees 50 minutes East 1766 feet to a stake, corner of Tract No. 3 in the line of W. A. Hoffner property; thence with Hoffner's line, South 74 degrees 40 minutes East 234.2 feet to an iron pipe, Hoffner and Paul Hinkle's corner; thence with Paul Hinkle's line, North 80 degrees 10 minutes East 290 feet to a stake, Hinkle's corner; thence continuing with Hinkle's line and with line of Tract No. 5, North 14 degrees East 853.8 feet to a stake, corner of Tract No. 5 in Hedrick's line; thence two lines with Hedrick, (1) South 82 degrees 50 minutes West 403.3 feet to a stake; (2) North 23 degrees 35 minutes West 1112 feet to the point of BEGINNING, containing 22.31 acres and being Tract No. 4 in the Division of the H. L. Hinkle land and being part of the property as described in Deed Book 169, Page 140, and part of Deed Book 171, Page 245 in the office of the Register of Deeds for Rowan County, North Carolina. Also see Deed Book 516 at Page 227 in the office of the Register of Deeds of Rowan County, North Carolina.

Section 2. Upon and after 12/12/23 the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Spencer and shall be entitled to the same privileges and benefits as other parts of the Town of Spencer. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Spencer, NC 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 at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly 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.

Section 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Spencer, North Carolina.

Adopted this 12th day of December 2023.

CONSIDER ADOPTING – Ordinance 23-24 Stanback Forest Annexation

The Town currently owns this property, which is part of the Stanback Forest.

Action

Alderwoman Patricia Sledge moved to adopt Ordinance 23-24, annexing the Stanback Forest property, which is included in the body of the minutes below. Alderman Rashid Muhammad seconded the motion which carried by a unanimous vote of 6 – 0.

ORDINANCE 23-24

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

WHEREAS, the Board of Aldermen has adopted a resolution under G.S. 160A- 31 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 at 460 S Salisbury Ave at or about 5:30 PM on December 7, 2023; and

WHEREAS, the Board of Aldermen finds that the proposed annexation meets the requirements of G.S. 160A-31;

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. 160A-31, the following described territory is hereby annexed and made part of the Town of Spencer as of 12/14/2023:

Tract 1:

Parcel Identification Nos. 043 005 & 043 0060000002

Being a 31.883-acre tract, more or less, identified on the plat recorded in map Book 995, page 10421, Rowan County Registry.

Tract 2:

Parcel Identification Nos. 043 094

Being a 3.407-acre tract, more or less, identified as the "Residual Tract" on the plat for Grants Crossing Subdivision, recorded in map Book 9995, page 3596, Rowan County Registry.

Tract 3:

Parcel Identification Nos. 033 426

Being all or parts of Lots 18 and 19, as shown upon the plat for Grants Crossing Subdivision, recorded in map Book 9995, page 3596, Rowan County Registry.

Tract 4:

Parcel Identification Nos. 043 030

Being all of a 8.08 acre tract recorded in map Reference Book 9995, Page 4453, Rowan County Registry. This parcel being further described by the following:

BEGINNING at an existing iron in an old creek channel and at the corner of Lot 15 John S. Henderson Estate as recorded in Book of Maps, page 1767; thence North 35 deg. 40 min. 29 sec. East 14.85 feet to a point; thence North 0 deg. 35 min. 31 sec. West 228.84 feet to a point in the centerline of Grants Creek; thence with the centerline of Grants Creek the following five lines: (1) North 25 deg. 02 min. 18 sec. East 240.93 feet to a point; (2) North 18 deg. 14 min. 23 sec. East 186.08 feet to a point; (3) North 21 deg. 05 min. 29 sec. East 200.00 feet to a point; (4) North 21 deg. 18 min. 43 sec. East 205.59 feet to a point; and (5) North 23 deg. 59 min. 04 sec. East 52.21 feet to a point; thence South 86 deg. 25 min. 27 sec. East 50.00 feet passing over a new iron and continuing 139.78 feet; thence South 0 deg. 21 min. 35 sec. East 240.30

feet to a new iron; thence South 3 deg. 20 min. 49 sec. West 200.74 feet to a new iron; thence South 15 deg. 37 min. 28 sec. West 193.07 feet to a new iron; thence South 4 deg. 50 min. 03 sec. West 130.53 feet to a new iron ; then South 34 deg. 53 min. 35 se4c. West 189.89 feet to anew iron; thence South 42 deg. 12 min. 39 sec. West 84.47 feet to a new iron; thence South 33 deg. 03 min. 53 sec. West 142.97 feet to a new iron; thence South 47 deg. 16 min. 33 sec. West 53.33 feet to a new iron thence South 64 deg. 14 min. 39 sec. West 186.61 feet to the point of beginning, said tract being a 8.068 acres tract shown as "within new easement" on a certain plat recorded in Book of Maps, page 4453, Rowan County, North Carolina Public Registry, entitled "Property survey for: The Landtrust of Central North Carolina" by Richard L. Shulenburg, PLS, dated 03-15-2002.

Section 2. The Mayor of the Town of Spencer, NC 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 at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly 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 12th day of December 2023.

DEPARTMENTAL REPORTS

Planning Department

Planning & Zoning Administrator Steve Blount gave the monthly Planning Department report and answered any questions from the Mayor and Board.

Special Projects Manager Joe Morris gave updates to the Board regarding the Streamflow Rehabilitation Assistance Program Grant.

Code Enforcement Department

Chief of Police Michael File gave the monthly Code Enforcement report and answered any questions from the Mayor and Board.

Police Department

Chief of Police Michael File gave the Police Department report and answered any questions from the Mayor and Board.

Fire Department

Fire Chief Michael Lanning gave the Fire Department report and answered any questions from the Mayor and Board.

Public Works Department

Public Works Director Joel Taylor gave the Public Works Department report and answered any questions from the Mayor and Board.

Finance Department

Finance Officer Heather Kann gave the Finance Department report and answered any questions from the Mayor and Board.

Library Department

Town Clerk Anna Kanode Ward gave the monthly Library report and answered any questions from the Mayor and Board.

TOWN MANAGER REPORT

Town Manager Peter Franzese gave his monthly report and answered any questions from the Mayor and Board.

REQUESTS AND COMMENTS BY THE BOARD MEMBERS

Alderman Steve Miller:

- Wished everyone a Merry Christmas and a wonderful holiday.

Alderwoman Erin Moody:

- Seconded Alderman Miller's comments.

Alderman Andrew Howe:

- Wished everyone a Merry Christmas and expressed the desire to work with civic groups to plan new spring and summer events for the community, noting that the Spencer Park would be opening in 2025.
- Happy with the success of enhancing the business appeal of Spencer and would like to widen the scope of this project by encouraging small businesses to possibly occupy the vacant storefronts in downtown as well as tradesmen and home businesses.

Alderwoman Pat Sledge:

- Wished everyone a Merry Christmas, happy holidays, and well wishes for the New Year.

Alderman Rashid Muhammad:

- Wished everyone a blessed and safe Holiday Season.
- Stated it's been an awesome year serving on the Board and he looks forward to the year to come, noting there was still a lot more work to do, and welcomed aboard Alderwoman Erin Moody.

Mayor Pro Tempore Patti Secreast:

- Offered a special welcome to Alderwoman Erin Moody, welcoming ideas from a younger generation and region, which brings more diversity to the Board.
- Wished everyone a Happy Holiday and Merry Christmas.

EXECUTIVE SESSION per NC General Statute § 143-318.11(a)(3)

Alderwoman Patricia Sledge moved to go into Executive Session per NC General Statute § 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege in the matter of Steppin' Out Dance Company vs Town of Spencer and City of Salisbury.

Alderman Steve Miller seconded the motion, which carried by a unanimous vote of 6 – 0.

Mayor Pro Tempore Patti Secreast reconvened the regular meeting and stated that no action had been taken that could be disclosed at this time.

ADJOURNMENT

Alderman Rashid Muhammad moved to adjourn the meeting. Alderwoman Erin Moody seconded the motion, which carried unanimously with a vote of 6 – 0. The meeting stood adjourned at 8:33 p.m.

Approved by:

Attest:

Jonathan Williams, Mayor

Anna Kanode Ward, Town Clerk

ORDINANCE 23-24.01

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

WHEREAS, the Board of Aldermen has adopted a resolution under G.S. 160A- 31 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 at 460 S Salisbury Ave at or about 5:30 PM on December 7, 2023; and

WHEREAS, the Board of Aldermen finds that the proposed annexation meets the requirements of G.S. 160A-31;

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. 160A-31, the following described territory is hereby annexed and made part of the Town of Spencer as of 12/14/2023:

Tract 1:

Parcel Identification Nos. 043 005 & 043 0060000002

Being a 31.883-acre tract, more or less, identified on the plat recorded in map Book 995, page 10421, Rowan County Registry.

Tract 2:

Parcel Identification Nos. 033 094

Being a 3.407-acre tract, more or less, identified as the “Residual Tract” on the plat for Grants Crossing Subdivision, recorded in map Book 9995, page 3596, Rowan County Registry.

Tract 3:

Parcel Identification Nos. 033 426

Being all or parts of Lots 18 and 19, as shown upon the plat for Grants Crossing Subdivision, recorded in map Book 9995, page 3596, Rowan County Registry.

Tract 4:

Parcel Identification Nos. 043 030

Being all of a 8.08 acre tract recorded in map Reference Book 9995, Page 4453, Rowan County Registry. This parcel being further described by the following:

BEGINNING at an existing iron in an old creek channel and at the corner of Lot 15 John S. Henderson Estate as recorded in Book of Maps, page 1767; thence North 35 deg. 40 min. 29 sec. East 14.85 feet to a point; thence North 0 deg. 35 min. 31 sec. West 228.84 feet to a point in the centerline of Grants Creek; thence with the centerline of Grants Creek the following five lines: (1) North 25 deg. 02 min. 18 sec. East 240.93 feet to a point; (2) North 18 deg. 14 min. 23 sec. East 186.08 feet to a point; (3) North 21 deg. 05 min. 29 sec. East 200.00 feet to a point; (4) North 21 deg. 18 min. 43 sec. East 205.59 feet to a point; and (5) North 23 deg. 59 min. 04 sec. East 52.21 feet to a point; thence South 86 deg. 25 min. 27

sec. East 50.00 feet passing over a new iron and continuing 139.78 feet; thence South 0 deg. 21 min. 35 sec. East 240.30 feet to a new iron; thence South 3 deg. 20 min. 49 sec. West 200.74 feet to a new iron; thence South 15 deg. 37 min. 28 sec. West 193.07 feet to a new iron; thence South 4 deg. 50 min. 03 sec. West 130.53 feet to a new iron ; then South 34 deg. 53 min. 35 se4c. West 189.89 feet to anew iron; thence South 42 deg. 12 min. 39 sec. West 84.47 feet to a new iron; thence South 33 deg. 03 min. 53 sec. West 142.97 feet to a new iron; thence South 47 deg. 16 min. 33 sec. West 53.33 feet to a new iron thence South 64 deg. 14 min. 39 sec. West 186.61 feet to the point of beginning, said tract being a 8.068 acres tract shown as "within new easement" on a certain plat recorded in Book of Maps, page 4453, Rowan County, North Carolina Public Registry, entitled "Property survey for: The Landtrust of Central North Carolina" by Richard L. Shulenburg, PLS, dated 03-15-2002.

Section 2. The Mayor of the Town of Spencer, NC 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 at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly 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 January 2024.

Jonathan Williams, Mayor

ATTEST:

Anna Kanode Ward, Town Clerk

APPROVED AS TO FORM:

Jay Dees, Town Attorney

704-633-2231
spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 1.9.24 Regular Board Meeting

Issue under Consideration:	1960 US HWY 29 Rezoning
Current Status:	Zoned IND for Light Industrial uses
Points to Consider:	Suggesting rezoning to C-29 to align with preferred uses based on Town's economic development plan
Financial Impact:	none
Options:	Vote to rezone, vote to not rezone, vote to delay decision
Recommendations:	Vote to approve rezoning
Department:	Planning

1960 US HWY 29 Rezoning

11.28.23

Suggested Motion Language for rezoning approval:

I move to approve the staff's recommendation as presented to rezone parcel 047 010 located at 1960 US HWY 29 from IND to the C-29 zoning classification.

Suggested motion language for Statement of Consistency and reasonableness:

I move to adopt a Statement of Consistency and Reasonableness stating that we find that this rezoning is consistent in general with the town's Comprehensive Land Use Plan (per requirements of NCGS 160D-605(a)), said plan stating specifically, *"This is a strip of mixed development on both sides along N Salisbury Ave (US HWY 29) from about 1625 (the old weigh station site) to about 2175 (Yadkin Baptist Church Rd) that is currently zoned Industrial (IND) for industrial development. These are relatively small lots that over time will likely transition to retail uses, especially if the surrounding properties are developed into industrial uses and the NC Finishing property is developed into some sort of mixed-use development. We would suggest rezoning this to an appropriate commercial zoning classification (C-29) to promote commercial development over time."*

We further find this rezoning to be reasonable in all ways as prescribed by NCGS 160D-605(b). This rezoning will be beneficial to the citizens of the Town of Spencer.

704-633-2231
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Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date:1/9/24 Regular Board Meeting

Issue under Consideration:	Salisbury/Spencer Annexation Agreement Approval
Current Status:	Agreement drafted and reviewed by staff and attorneys
Points to Consider:	Agreement must be approved to move forward with Hawkinstown Road Annexation
Financial Impact:	none
Options:	Adopt ordinance entering into annexation agreement with Salisbury
Recommendations:	Motion to adopt ordinance
Department:	Planning

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement"), by and between the City of Salisbury, a municipal corporation of the State of North Carolina (hereinafter the "City of Salisbury"), and the Town of Spencer, a municipal corporation of the State of North Carolina (hereinafter the "Town of Spencer") (collectively hereinafter referred to as the "Participating Municipalities").

WITNESSETH:

WHEREAS, the City of Salisbury and the Town of Spencer, duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the Participating Municipalities and to improve planning by public and private interests in such areas; and

WHEREAS, Chapter 160A, Article 4A, Part 6 of the General Statutes of North Carolina (hereinafter referred to as the "Act") authorizes municipalities to enter into binding annexation agreements concerning future annexation in order to enhance orderly planning by such municipalities as well as residents and property owners in areas adjacent to such municipalities;

NOW, THEREFORE, THE PARTICIPATING MUNICIPALITIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act, codified as G.S. Chapter 160A, Article 4A, Part 6.
2. This Agreement shall be in effect until December __, 2043.
3. The City of Salisbury may not annex the area as described on attached Exhibit A, which is incorporated herein by reference.
4. **See attached map labeled "CITY OF SALISBURY/TOWN OF SPENCER ANNEXATION AGREEMENT MAP" marked as Exhibit B and incorporated herein by reference for a general description.**
5. The effective date of this Agreement shall be December __, 2023, or the date of adoption of the approving ordinance by the last Participating Municipality to do so, whichever is later.
6. At least sixty (60) days before the adoption of any annexation ordinance, the Participating Municipality which is proposing any annexation in the area(s) subject to this Agreement shall give written notice to the other Participating Municipality of the proposed annexation. Such notice shall

describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to the area described in this Agreement; roads, streams and any other prominent geographical features. The 60-day notice of the annexation ordinance may be waived by a mutual written waiver of the Participating Municipalities. Such notice shall not be effective for more than 180 days.

7. This Agreement may be modified or terminated by a subsequent agreement entered into by the Participating Municipalities. Any subsequent agreement shall be approved by ordinance after public hearings as required by law.
8. This Agreement may be terminated unilaterally by a Participating Municipality or a Participating Municipality may withdraw from this Agreement by repealing the ordinance which approved this Agreement and providing five years' written notice to the other Participating Municipality. Upon the expiration of the five-year period, this Agreement shall terminate.
9. From and after the effective date of this Agreement, neither the City of Salisbury nor the Town of Spencer may adopt an annexation ordinance as to all or any portion of an area in violation of this Agreement.
10. Nothing in this Agreement shall be construed to authorize the annexation of any area that is not otherwise subject to annexation under applicable law.
11. This writing contains the entire agreement between the Participating Municipalities.

[Remainder of page intentionally blank. Signature page(s) follow.]

IN WITNESS WHEREOF, the mayors of the Participating Municipalities execute this Agreement, in duplicate, to become effective as provided in paragraph 5 above.

This the _____ day of _____, 2023.

CITY OF SALISBURY

ATTEST:

By:

Connie Snyder
City Clerk

Karen K Alexander, Mayor

APPROVED AS TO FORM:

Graham Corriher, City Attorney

TOWN OF SPENCER

ATTEST:

By:

Anna Kanode Ward, Town Clerk

Jonathan Williams, Mayor

APPROVED AS TO FORM:

John W. Dees, II, Town Attorney

Exhibit A

Annexation Area

Exhibit B

CITY OF SALISBURY/TOWN OF SPENCER ANNEXATION AGREEMENT MAP

**TOWN OF SPENCER, NORTH CAROLINA
ORDINANCE 24-01**

**AN ORDINANCE TO APPROVE AN ANNEXATION AGREEMENT
BETWEEN THE CITY OF SALISBURY, NORTH CAROLINA
AND THE TOWN OF SPENCER, NORTH CAROLINA**

WHEREAS, N.C.G.S. §160A-58.24 authorizes participating cities and towns to enter into annexation agreements concerning future annexation in order to enhance orderly planning by such cities; and

WHEREAS, N.C.G.S. §160A-58.23 provides that two or more cities or towns may enter into annexation agreements in order to designate one or more areas which are not subject to annexation by one or more of the participating cities or towns; and

WHEREAS, the Town of Spencer, as a participating city, has requested that the City of Salisbury, as a participating city, enter into an annexation agreement concerning the annexation area set forth in the Annexation Agreement attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Annexation Agreement provides that the City of Salisbury may not annex the area as described in the Annexation Agreement (hereinafter the “Annexation Area”); and

WHEREAS, annexation agreements are approved by the adoption of an ordinance by the Town Board; and

WHEREAS, the Town Board held a first reading of this Ordinance and called for a public hearing on the question of adoption of this Ordinance at their regular meeting on the 12th day of December 2023; and

WHEREAS, notice of the public hearing was published in the Salisbury Post on the 17th day of December 2023, pursuant to N.C.G.S. §160A-58.24(c); and

WHEREAS, the Town Board held a second reading of this Ordinance and a public hearing on the question of the approval of the Annexation Agreement at the Town Hall, 460 S. Salisbury Avenue, Spencer, North Carolina at 5:30 p.m. on the 4th day of January 2024, after due notice as required by law; and

WHEREAS, the Town Board has concluded and hereby declares that it is appropriate and desirable for the Town of Spencer to enter into the Annexation Agreement, and further finds that the terms and conditions of the Annexation Agreement should be approved by the adoption of this Ordinance;

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

1. The Annexation Agreement attached hereto as Exhibit A by and between the Town of Spencer and the City of Salisbury is hereby approved.

2. The Town Board hereby authorizes the Mayor to execute the Annexation Agreement in the form attached hereto as Exhibit A.

3. This Ordinance approving the attached Annexation Agreement shall be effective immediately upon adoption.

Adopted this the 9th day of January 2024.

TOWN OF SPENCER

By: _____
Jonathan Williams, Mayor

ATTEST:

Anna Kanode, Town Clerk

EXHIBIT A
ANNEXATION AGREEMENT

704-633-2231
townofspencer.com



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 1/9/24 Regular Meeting

Issue under Consideration:	Request Clerk to Examine and report on the sufficiency of the Hawkins Meadow annexation petition
Current Status:	Petition received and subject to approval of annexation agreement with Salisbury, this is a required step in the annexation process
Points to Consider:	Next required step in annexation process
Financial Impact:	None
Options:	Request clerk to review petition for sufficiency and report back at 2/8/24 meeting
Recommendations:	Make request of clerk
Department:	Planning



PETITION REQUESTING ANNEXATION

Date: October 2, 2023

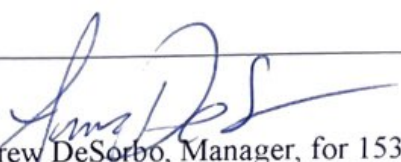
To the Board of Aldermen of the Town of Spencer, NC:

- 1. We the undersigned owners of the real property respectfully request that the area described in Paragraph 2 below be annexed to the Town of Spencer.**
- 2. The area to be annexed is non-contiguous to the Town of Spencer and the boundaries of such territory are as follows:**

Being all of parcels number 324 048, 324 132, and 324 279 as shown on the Rowan County, NC GIS system further described as follows:

Beginning at an existing railroad spike in the western edge of a 16' wide farm road, the north west corner of Beverly J. Hawkins, deed book 862 page 794, Rowan County Parcel ID # 324 203, thence with Hawkins line, Lois Patton's line, Juanita Hawkin's line and Henry R. Campbell, Jr.'s line, S 02° 09' 41" W, 919.85' to an existing railroad spike in the east edge of the 16' wide farm road, the north west corner of Leonard Hawkins, thence with Leonard Hawkins west line S 02° 07' 43" W, 200.02' to an existing railroad spike on the eastern edge of 16' wide farm road, thence with Kimberly D. Hawkins west line and Juanita Hawkins west line, S 02° 08' 13" W, 340.10' to an existing #6 rebar the north west corner of the City of Salisbury Economic Development Department property (Rowan County PID # 324 041), thence with their line S 02° 10' 03" W, a total of 307.60' to the center of Grants Creek, passing a half inch iron pipe at 257.60', thence two, lines with the center of Grants Creek, one, N 83° 42' 20" W, 213.10' to a point in the center of Grants Creek, two, N 78° 31' 08" W, 203.97' to a point in the center of Grants Creek in the eastern line of Albert W. Johnson, Rowan County PID # 324 049, thence with Johnson's line N 01° 31' 04" E, 52.49' to an existing #5 rebar on the Bank of Grants Creek, thence continuing with Johnson's line N 01° 31' 04" E, 836.19' to a #5 rebar control corner, thence with Johnson's and Albert W. Johnson, Jr's line N 88° 26' 18" W, 181.50' to a 2 ½" iron pipe in the line of Charles W. Davis, Rowan County PID # 324 054, thence with Davis's line N 01° 33' 42" E, 811.00' total to a point on the south edge of pavement of Hawkinstown Road (S.R. 1912), passing an existing #5 rebar at 792.38', thence two lines with the south edge of pavement, one, S 88° 26' 18" E, 81.50' to a point, two, S 88° 26' 18" E, 99.38' to a point, thence continuing with an unknown owners property, N 89° 54' 47" E, 411.28' to an existing #5 rebar, Beverly J. Hawkins south west corner of Rowan County PID # 324 046 thence with her line N 83° 06' 27" E, 22.00' to the point and place of Beginning and being 20.246 acres as shown on map tilted 153 Capital, LLC and recorded in Rowan County Register of Deeds in Book of Maps 9995 Page 10641, survey and map by Shulenburger Surveying Company, P.A. dated 09/12/2023.

3. We acknowledge that any zoning vested rights acquired pursuant to G.S. 160A-385.1 or G.S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on the petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

Name	Address	Do you declare vested rights?	Signature	
1.	Rowan Co PIN: 324 048 (0 Hawkinstown Rd, Spencer, NC)	Yes	 Andrew DeSorbo, Manager, for 153 Capital, LLC	
2.	Rowan Co PIN: 324 132 (0 Hawkinstown Rd, Spencer, NC)	Yes	 Andrew DeSorbo, Manager, for 153 Capital, LLC	
3.	Rowan Co PIN: 324 279 (0 Hawkinstown Rd, Spencer, NC)	Yes	 Andrew DeSorbo, Manager, for 153 Capital, LLC	
4.				
5.				
6.				



TOWN OF SPENCER, NORTH CAROLINA
RESOLUTION 24-01

A RESOLUTION DIRECTING THE CLERK TO INVESTIGATE A PETITION RECEIVED UNDER
NCGS 160A-31 FOR ANNEXATION

WHEREAS, a petition requesting annexation of an area described in said petition was received on or about 10/02/2023 by the Board of Aldermen of the Town of Spencer; and

WHEREAS, G.S. 160A-31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Board of Aldermen of the Town of Spencer deems it advisable to proceed in response to this request for annexation;

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

Section 1.

The Town Clerk is hereby directed to investigate the sufficiency of the above described petition and to certify as soon as possible to the Board of Aldermen the results of her investigation.

Section 2.

This ordinance shall become effective immediately upon adoption.

Adopted this 9th day of January, 2024.

Jonathan Williams, Mayor

Anna Kanode Ward, Town Clerk

704-633-2231
spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 1/9/2024

Issue under Consideration:	Consider adopting Resolution 24-02, authorizing the Town Manager to execute an MOA with the NC League of Municipalities for the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.
Current Status:	NCLM is making a variety of services available to municipalities across the state with the ARP Service Line. Services are provided through NCLM staff and a network of statewide partnerships. Options include municipal accounting software, legal assistance, strategy and approach, grant funding, cybersecurity, planning and engineering, and communication to citizens. Town staff is exploring several of the available options, but recommends moving ahead at this point with the cybersecurity and grant services .
Points to Consider:	The NCLM has provided a blanket MOA that includes language for the Municipal Accounting Services (MAS) program. Staff has not yet determined whether to partner with NCLM for MAS, and NCLM has assured us that the included language on MAS only applies if a town is entering into that program. As it currently stands, MAS will not apply to Spencer and MAS is not required to move forward with cyber security and grant services. If we determine we would like to move forward with MAS, we can amend the MOA.
Financial Impact:	These services will be funded by NCLM's ARP allocation at no expense to the Town.
Options:	Approve or decline by vote of the Board of Aldermen
Recommendations:	Motion to adopt Resolution 24-02, authorizing the Town Manager to execute an MOA with the NC League of Municipalities for the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.
Department:	Town Hall

NCLM and the American Rescue Plan: Services, Support, and a Thriving Future for North Carolina

JACK CASSIDY AND ISABELLA MORMANDO

THE LEAGUE'S ARP SERVICE LINE IS MORE THAN JUST AN ASSISTANCE PROGRAM TO HELP IN THE SHORT TERM. IT'S A NETWORK OF SUPPORT THAT WILL ASSIST OUR CITIES AND TOWNS FOR MANY YEARS TO COME.

BACKGROUND

When defined closely, the American Rescue Plan is simply a federal law—or more accurately, aid package—that provided financial support to many sectors around the country, including local governments. In North Carolina, the amount received by cities and towns totaled more than \$1.3 billion.

Looked at from a historical perspective, though, the uniqueness of the law comes into focus. It's not a typical aid package. Never before have *all* municipalities received direct financial support. For those that have received support in the past, it was almost certainly less or more limited than what was received previously, but for many smaller localities, ARP stands as the first time they've received an appropriation from the federal government.

The rarity sets the stage. This has not happened before, and this will likely not

happen again. What has emerged through this one-time situation, however, is impact that will extend far beyond a single moment. City investments have been far reaching, both in size and timeline; our communities are building foundations that will last generations; cities are engaging their citizens in new and effective ways, and are engaging each other, too, through arrangements that are promoting regional investments; and supporting it all is a robust apparatus of support and partnerships, lifting up every town in this state.

The North Carolina League of Municipalities has become a key component of this larger ARP network. Behind every decision, there is legal guidance and information sharing from the League, and for towns new to receiving federal funds, there is step-by-step direction on how to administer the funds. The full list of services being offered by the League is all-encompassing:

legal, accounting, planning, engineering, communications, grant writing, and administration guidance.

Through the League's work with local governments for over 100 years, we know one thing for certain: when cities and towns get the support they need, they get the job done. The American Rescue Plan presented an opportunity for all 540-plus municipalities in North Carolina to showcase that very fact.

STAFF

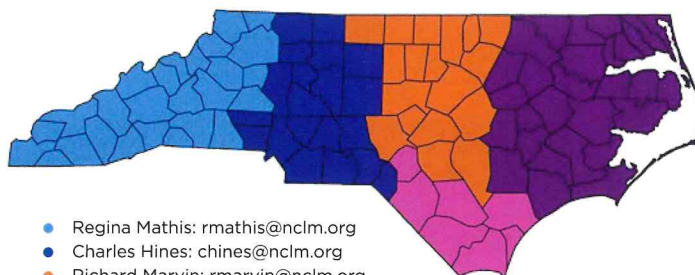
To support cities' ARP efforts, the NC General Assembly provided a generous allocation of its own ARP dollars to the NC League of Municipalities. The directive was to stand up a support system that would assist towns with every facet of the American Rescue Plan.

That aimed-for support system has become the NCLM ARP Service Line, and running that service line is NCLM's ARP Team.

"All of our towns know what investments are needed in their communities, but there are understandable challenges with limitations like staff capacity, budget constraints or just inexperience with federal funding," said Chris Nida, NCLM's Director of Technical Assistance to Cities, who oversees the League's ARP Team. "Our service line fills in those gaps and provides constant support. We're bringing them past those limitations."

An expansive staff of dedicated public servants, numbering 24 in total, the ARP Team includes former town managers, finance officers, government budget professionals, fellows from the UNC Lead for North Carolina program, and a host of

REGIONAL MAP—ARP FIELD REPRESENTATIVES



- Regina Mathis: rmathis@nclm.org
- Charles Hines: chines@nclm.org
- Richard Marvin: rmarvin@nclm.org
- Pam Hurdle: phurdle@nclm.org
- Paarth Mehta: pmehta@nclm.org



Carla Obiol, NCLM Chief ARP Officer



Chris Nida, NCLM Director of Technical Assistance to Cities

additional miles of trails and through other refurbishments. That project would involve connecting a lakeside parcel of land to both the park and to the trails of the nearby town, Franklinville. Additionally, there are hopes for such amenities as an amphitheater.

Certain elements of the project are complex, and a great deal of review and analysis is required. For example, Ramseur has already secured a PARTF grant to research the lake's dam, which would potentially be used to connect the trails over the water. In total, the project is quite expensive. Much of the town's ARP funding had already been allotted for other immediate needs.

Thus, Ramseur contacted NCLM looking to take advantage of its grant writing service.

Through League vendor Witt O'Brien, a government solutions agency with a focus on grant writing and grant management, Ramseur will be pursuing additional funds through federal and state grant programs.

It's a solution for a situation seen commonly across North Carolina, said Obiol. Projects are worked towards and strategized about over a long period of time—but with limited staff capacity, smaller towns can often not take advantage of grants and other resources that help get those projects over the finish line.

Through the ARP Service Line, help can finally be provided.

"Our towns are strategic and creative and know what their community needs most. Grants exist for this very reason—to aid cities in achieving important projects. But our small towns simply lack the resources to pursue those programs," said Obiol. "Through our Service Line, we're now able to bridge that gap."

TOWN OF BLACK MOUNTAIN

ARP Service Used: Legal guidance

The Town of Black Mountain is pursuing major infrastructure investments: a flood mitigation project and utility mapping project. Total costs are more than \$5 million, and in addition to its ARP funds, the town has received additional federal funds and is working with the NC Department of Environmental Quality.

As with any large project, there is a maze of restrictions, requirements and legal questions. With multiple sources of funding, those questions multiply, and towns can often be left unsure of how to proceed. NCLM's legal assistance offering is intended to cut through that confusion, and will allow towns to confidently pursue the projects their communities need.

continues on page 26



Chase Norwood, NCLM MAS Accounting Supervisor



Diane Seaford, NCLM Deputy Director for Municipal Accounting Services

other local government professionals. They are located throughout the state. Towns, regardless of geography and location, have League staff members dedicated to their region, ensuring that help can be provided both in short order and in person.

"The team that we have built at the League is truly remarkable," said Carla Obiol, Chief ARP Officer. "In every corner of the state, we have talented, public-minded members of the team ready to help. If you have a question, a concern or a need for guidance, we can help. We've already seen and helped with so many great successes in our communities."

Obiol stands as a strong example of the talent that makes up the team, as she arrived at the League with extensive experience in project management, team-building, stakeholder collaboration, and grant implementation and administration. Obiol was previously at the Foundation for Health Leadership and Innovation, where her roles included time as interim CEO and Vice President of Community Voice and Advocacy, and before that had a 33-year career at the NC Department of Insurance, where she rose to the role of Senior Deputy Commissioner for the Consumer Assistance Group, leading three of the Department's divisions.

"In helping our local leaders, we're helping our communities. We're impacting citizens," said Obiol. "That's what I'm passionate about, and that's what we're really doing here."

The impact is in many ways immeasurable. It's in hundreds of towns, affecting many thousands of citizens. A few examples showcase the work, and how the partnership between town and League yields tremendous success.

RAMSEUR

ARP Service Used: Grant writing

The Town of Ramseur, population 1,777, entered into its ARP journey with a clear vision. The goal was to build a destination park and recreation hub to serve as an economic driver for its community, and to improve the quality of life for residents. To develop the plan, they worked with nonprofit organization Unique Places to Save, which is dedicated to restoring and conserving high-quality aquatic resources.

The project is extensive. Ramseur is looking to improve the existing park, Leonard Park, through development of





continued from page 25

The legal assistance program is operated through NCLM's partner law firm Parker Poe.

Black Mountain's Angela Reece, Project and Facilities Manager for the town, notes that the lawyers at Parker Poe were more than simply a help with the process. They were a necessity.

"We could not have done these projects without this assistance from Parker Poe," said Reece. "They are a super impressive law firm. They have been so professional and timely and thorough. I can't speak highly enough of them."

Customer service is a critical element of Parker Poe's services as well. Given the scope of projects and the approaching deadlines, legal guidance needs to be quick and immediately helpful. This service, as Reece notes, hits that mark as well.

"It's not like you're waiting. You're not asking a question and waiting for someone to say, 'Oh, I have to find the answer.' They know the answer immediately," Reece said.

"Through the guidance and advice of Parker Poe, the town is confident that our project will be successful and will meet all the ARPA and state requirements. We sincerely appreciate NCLM's guidance and leadership during this process as well and are grateful for the financial support to facilitate this partnership."

MUNICIPAL ACCOUNTING SERVICES

One offering of the ARP Service Line stands out among the rest: the Municipal Accounting Services (MAS) program.

MAS is a first-of-its-kind assistance program, designed to promote better financial accountability and reliability for smaller governments. It addresses a persistent problem facing small towns across North Carolina. Due to the hurdles of cost and access to expertise, many smaller local governments are unable to adopt up-to-date financial systems, and instead must operate inadequate software, making them susceptible to accounting and audit errors. This service is provided at no cost to participating towns through the American Rescue Plan grant period, ending in 2026.

The program's full suite of services includes software for fund accounting, payroll, utility billing, taxes, and very important hands-on expert assistance.

"Financial responsibilities are among the most important for a municipality, but also among the most challenging," said Nida. "Our smaller towns fulfill this responsibility with very limited resources. The MAS program helps them achieve better financial management both today and for many years into the future."

The League employs accounting specialists to assist the converting towns throughout the entire process. Following the successful implementation of the Black Mountain Software, the League dedicates a point-of-contact on our staff to continue assisting towns with further questions and problems that arise.

The League will pay all member costs associated with participation in the MAS Program, including the software licensing and implementation fees and the League's accounting assistance efforts, for the first three years.

The first "pilot" towns of the MAS Program were the Town of Pikeville and the Town of Jonesville. They each received demo versions of the Black Mountain Software and configured the system to their needs. The League provided various forms of support, such as contracting CPA help and sending League IT personnel to identify new technology needs in addition to expert staff helping on the ground.

"MAS holds tremendous potential for the cities and towns of North Carolina, as our local governments prove time and again that when they receive needed support, they get the job done. We are exceptionally fortunate to be able to partner with the Towns of Jonesville and Pikeville as our first participants," said NCLM Executive Director Rose Vaughn Williams.

In addition to the accounting services and consultation, MAS also features an offering that tackles one of the most pressing issues facing our towns' financial wellbeing: cybersecurity. NCLM's in-house staff is already out across the state providing cybersecurity assessments, guidance, and consultation services.

Read more about the Town of Pikeville's success story with the MAS Program in this issue.

FUTURE

By the end of 2024, all American Rescue Plan dollars will be obligated, and by the end of 2026, they'll have been spent. Three years may be a long time period in many arenas, but in the scope of public investment projects, that is a quick turnaround—hence, the flurry of activity now.

Though the dollars will be spent, the impact will only just be beginning. The examples above, of Ramseur, Black Mountain, Jonesville, and Pikeville, provide some insight into what our state can expect, as do many other cases around North Carolina.

In Sylva, public space downtown is being renovated not just to create an attractive area for residents, but to also improve the town's stormwater capacity and make it more resilient in the decades ahead.

In Havelock, investments are underway to address aging water and sewer infrastructure, improve the town's economic development outlook, and support the community's most important stakeholder, Marine Corps Air Station Cherry Point.

In Lewisville, ARP money won't be evident in just one or even two large projects, but rather will be seen throughout a slew of new and ongoing projects, all of which strategically fit within the town's comprehensive vision. These include roadway enhancements, sidewalk extensions, and investments into public parks and programs at the town's centerpiece facility, Shallowford Square.

In Waynesville, ARP dollars allowed the town to continue on a strategic path already in progress—and to continue on at a quicker pace. These investments touch nearly every area of town: public safety, homelessness, sanitation and recycling, parks and greenways, town staffing and, most notably, infrastructure.

And in hundreds of other towns—large and small, urban and rural, mountainous and coastal—the same story is being written. It's a tale we know well, and that is proven true time and again: when cities get support, they get the job done.

Through the large network of support that has been created at the League and that now exists in communities all across our state, that story will only become more frequent in the coming years. Support is now entrenched. ■

Learn more about our ARP efforts and stay up to date on guidance and news at arp.nclm.org.



NCLM'S AMERICAN RESCUE PLAN STATEWIDE IMPACT

The N.C. League of Municipalities, at the direction of the North Carolina General Assembly and with ARPA funding, has been leading an effort to partner with cities and towns across the state to provide them with customized services, including:

- Upgrading municipal accounting systems and boosting financial reporting capabilities
- Providing expert legal, grant-writing, and engineering & planning services
- Securing town assets through cybersecurity upgrades
- Assisting towns with federal ARPA compliance

685+

SERVICES
REQUESTED

283

UNIQUE
TOWNS

43

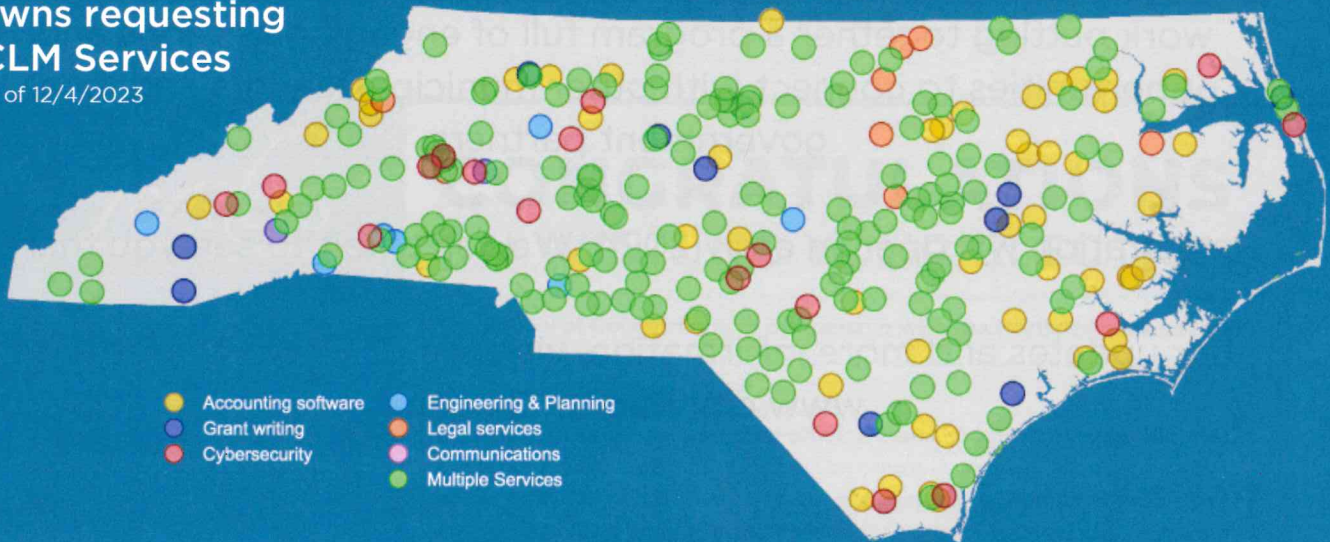
FINANCIAL
CONVERSIONS

515+

ARPA COMPLIANCE
CONSULTATIONS

Towns requesting NCLM Services

*as of 12/4/2023



This effort is vital to the ongoing health of North Carolina's rural communities. NCLM is confident we have developed a plan that, with ongoing guidance and assistance, will help communities better meet the needs of local taxpayers.

"We are on the Unit Assistance List right now and [the League] has made sure I have all the resources I need as a new finance director to keep us going in the right direction. It's nice to know we can call on them and have someone in our corner as an advocate for a small town."

HALEE RATCLIFF, WILKESBORO FINANCE DIRECTOR

**TOWN OF SPENCER, NORTH CAROLINA
RESOLUTION 24-02**

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted, this the 9th day of January, 2023

TOWN OF SPENCER

By: _____
Jonathan Williams
Mayor

ATTEST:

Anna Kanode Ward
Town Clerk

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

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

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

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

Article I. Overview.

1. Enabling Law and Regulation.

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

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

2. Grants Awarded to the NC League of Municipalities.

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

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

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

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

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

4. Services Offered.

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

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

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

5. Additional Services.

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

6. Term of Agreement.

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

7. Termination of Agreement.

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

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

8. Duties of the Municipality.

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

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

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

Article II. Scope of Funded Activities.

1. Scope of Services

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

2. Approved Budget.

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

3. Prior Approval for Changes.

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

4. Allowable Costs for Services Rendered.

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

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

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

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

5. Prohibited Uses of Funding.

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

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

Article III. Compensation.

1. Payment of Funds.

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

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

2. Invoices.

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

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

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

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

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

2. Conflicts of Interest; Gifts & Favors.

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

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

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

3. Records Retention and Access.

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

4. Suspension and Debarment.

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

5. Byrd Anti-Lobbying Amendment.

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

6. Publications.

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

7. Equal Opportunity and Other Relevant Federal Laws

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

Civil Rights Laws.

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

Fair Housing Laws.

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

Disability Protections.

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

Age Discrimination.

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

Americans with Disabilities Act.

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

Clean Air Act.

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

Federal Water Pollution Control Act.

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

Hatch Act.

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

Protections for Whistleblowers.

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

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

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

Governmentwide Requirements for Drug-Free Workplace.

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

Increasing Seat Belt Use in the United States.

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

Reducing Text Messaging While Driving.

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

Article V. Limitations of Liability

1. Limitations of Liability.

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

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

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

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

Article VI. General Conditions.

2. Venue and Jurisdiction.

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

3. Nonwaiver.

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

4. Limitation of Authority.

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

5. Assignment.

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

6. Integration.

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

7. North Carolina Public Records Law

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

8. E-Verify

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

9. Iran Divestment Act

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

10. Companies Boycotting Israel Divestment Act

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

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

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

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF SPENCER**

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

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

1. Cyber Security Assessment

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

2. IT Evaluation

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

3. Hardware and Software Acquisition

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

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

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

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

4. Hardware and Software Installation

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

5. Finance Evaluation and Assistance During Implementation

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

6. Ongoing Cyber Security Consulting

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

7. Accounting Assistance Efforts

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

8. Communication Services

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

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

7. Duties of the League Related to Data Security

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

Exhibit B – Description of Services, Compensation, and Expenses

The services for which the League is providing the **Town of Spencer** through NCLM's Consultant, **Witt O'Brien's**, is titled **Grant Services**.

Description of Services:

The League is prepared to provide up to \$30,000 worth of Grant Services, unless otherwise amended by the League and agreed upon by the Town of Spencer, to invest in Spencer's pursuit of alternative funding options, including grants, appropriations or other mechanisms deemed appropriate, to fulfill its objectives and maximize or leverage their ARP LFRF allocation.

There are a total of three possible phases for these Grant Services, each having a maximum budget available to apply towards eligible associated costs as defined by:

Phase 1: *Project identification, project prioritization, and available funding source identification based on alignment, eligibility, timeline, and the municipality's ability to meet requirements or criteria.* This phase will require exploration by the Consultant, Witt Obrien's, to determine the appropriate and optimal paths, including discussion with the appropriate municipal point of contact(s) about what the needs are, what projects have already been identified as needs, and working through an analysis to determine the most competitive options. Once these decisions are mutually made between the Consultant and the Municipality, the Municipality will have the opportunity to proceed with Phase 2, prepare grant application(s), or opt not to proceed.

Phase 1 is eligible for up to \$10,000 for the work to perform the scope of services within this phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 2 and be eligible for an additional service valued up to \$10,000, the Municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

Phase 2: *Preparation and submittal of the grant application(s).* This phase covers all of the work the Consultant will do to prepare an application(s) that meets the criteria and requirements of the grantor and the grant program, to the best of their ability, based on the Municipality 's responsiveness to questions, data, and the information requested by the Consultant.

Phase 2 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 3 and be eligible for an additional service valued up to \$10,000, the Municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

Phase 3: *Grant Award Management.* Work in this phase includes:

- Finalizing the grant agreements between the grantor and the grantee, identifying and preparing required compliance measures and documents.
- Drafting or updating appropriate policies and procedures, helping to implement necessary internal controls, and providing staff training as appropriate.
- Establishing a method to meet reporting requirements (may include reporting activities).

This phase may or may not be appropriate or available for funding, depending on the following scenarios:

1. The Consultant and Municipality must secure a grant award to be eligible for a Grant Award Management, and
2. The timeline for which the compliance and reporting requirements are necessary surpasses the availability of the League's Grant Services for towns due to the obligation and expenditure deadlines of the U.S. Treasury and the American Rescue Plan program. See the timeline below for more details.

Phase 3 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs covered by the League, up to \$10,000, and paid directly to the Consultant.

Timeline:

Costs associated with the scope of services outlined above are available for reimbursement by the League by paying the Consultant through December 31, 2026. The Consultant and the Municipality will determine grant service project schedules individually. The League can only support costs and pay for services rendered before January 1, 2027.

Additional Terms:

1. Neither the League nor Witt O'Brien's can guarantee a successful grant award. Many factors, including those out of the Consultant's control, can impact the outcome of a grant application. The Municipality understands and accepts this reality. However, a grant application reflective of a responsive, thoughtful, and prepared effort is valuable and can be utilized for future opportunities that benefit the Municipality. The grant application package's contents will be the Municipality's property to use as they wish for future needs.
2. The Consultant and the League will remain in active communication through their work with a Municipality. Through the League's Agreement with Witt O'Brien's, the Consultant has agreed to notify the League if a service is reaching the maximum amount of costs associated with the scope and phase of the project. Therefore, there shall be no surprises of extra expenses exceeding the maximum threshold unless deemed acceptable by the Municipality to be borne at their cost.
3. The Municipality understands that Witt O'Brien's will require their time and resources to obtain data and information to complete assessments, applications, and management services, if applicable. By signing this Agreement, the Municipality understands and accepts that responsibility.

4. When the Municipality is granted an award through the successful grant application by the Consultant, it is not the League's intent to require the Municipality to accept the award officially. While we would prefer the town's acceptance of the grant to meet the interests of this program, we understand and appreciate that circumstances can change over time. However, it should be noted that a decision not to proceed at this stage in the process may result in the League's inability to invest in future/additional grant awards for the Municipality and will likely be looked upon unfavorably by the granting source, thus possibly making the Municipality non-competitive with that grantor in future funding cycles.
5. These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services provided to the Municipality to assist in development of the Municipality's ARP project funded in part by the Municipality's ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds. ("ARP enabled funds" are described in numerous UNC SOG publications. See American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates' Canons NC Local Government Law (unc.edu)).

Last Revised: 9/8/23

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Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 1/9/2024

Issue under Consideration:	Consider adopting Resolution 24-03, adopting a new Procurement Policy.
Current Status:	The Town has had a goal for several years to create an updated and consistent set of written procurement policies.
Points to Consider:	The intent is to provide effective, efficient, and economical buying processes, and follow the legal guidelines set forth in the North Carolina General Statutes. This policy also includes a travel policy and procurement card policy.
Financial Impact:	N/A
Options:	Approve or decline by vote of the Board of Aldermen, or suggest revisions for future consideration.
Recommendations:	Motion to adopt Resolution 24-03, adopting a new Procurement Policy.
Department:	Town Hall

**RESOLUTION 24-03
TOWN OF SPENCER
A RESOLUTION ADOPTING A NEW PROCUREMENT POLICY**

WHEREAS, the Mayor and Board of Aldermen wish to adopt a new procurement policy to improve compliance with state and federal laws and best practices; and

WHEREAS, Town Staff have prepared and recommended a procurement policy to establish a guide to the Town of Spencer's purchasing methods and practices; and

WHEREAS, the intent is to provide effective, efficient, and economical buying processes, and follow the legal guidelines set forth in the North Carolina General Statutes; and

WHEREAS, this policy includes a travel policy and procurement card policy.

NOW, THEREFORE, THE BOARD OF ALDERMEN OF THE TOWN OF SPENCER RESOLVES:

Section 1. That the enumerated policies kept in the "Town of Spencer Procurement Policy" shall be the enumerated and official procurement policies of the Town of Spencer.

Section 2. *Conflicting Policies Repealed:* All policies, ordinances, or resolutions that conflict with the provisions of these policies are hereby repealed; and

Section 3. *Severability:* If any provision of these policies or any rule, regulation, or order thereunder or the application of such provision to any person or circumstances is held invalid, the remainder of these policies and the application of such remaining provisions of these policies or such rules, regulations or orders to persons or circumstances other than those held invalid will not be affected thereby; and

Section 4. *Violations of Policy Provisions:* An employee violating any of the provisions of these policies shall be subject to suspension and/or dismissal, in addition to any civil or criminal penalty which may be imposed for the violation of the same regulations; and

Section 5. This policy shall become effective upon adoption.

Adopted this the 9th of January 2024.

Approved by:

Attest:

Jonathan Williams, Mayor

Anna Kanode Ward, Town Clerk



Town of Spencer Procurement Policy

Table of Contents

I. Forward

II. General Guidelines

2.1 Authorization

2.2 Purchase Quality

2.3 Conflict of Interest

2.4 Compliance

2.5 Evasion

2.6 Contract Requirements

III. Purchase orders

3.1 The Purpose of Purchase Orders

3.2 Preparation of a Purchase Order

3.3 Changes to Purchase Orders

3.4 Cancellation of Purchase Orders

3.5 Blanket Purchase Orders

IV. Purchasing Procedures

4.1 Purchases Costing \$249.99 and Below

4.2 Purchases Between \$250 and 499.99

4.3 Purchases Exceeding \$500

4.4 Contracts Between \$30,000 and \$89,999 (Purchase Contracts)

4.5 Contracts Exceeding \$90,000.00 (Purchase Contracts)

4.6 Contracts Between \$30,000 and \$299,999 (Construction & Repair)

4.7 Contracts Exceeding \$500,000 (Construction and Repair)

4.8 Contracts for Architectural and Engineering Services

V. Exceptions to Competitive Bidding Requirements

VI. Vendor Selection

6.1 Selection Policy

6.2 Gifts and Gratuities

VII. Specifications

VIII. Miscellaneous Purchasing Provisions

8.1 Petty Cash

8.2 Purchase Returns

8.3 Federal and State Funds

IX. Disposal of Town Property

X. Appendices

Attachment A. Town of Spencer Procurement Card Policy

Attachment B. Town of Spencer Procurement Card Program Cardholder Agreement

Attachment C. Public Contracting Dollar Thresholds

XI. Exhibits

Exhibit A. Town of Spencer Notice of Surplus Property to be Sold

I. Forward

This purchasing policy intends to serve as a guide to the Town of Spencer's purchasing methods and practice. When used properly, the policies and procedures established herein enable the Town to obtain needed goods and services efficiently, and within the relevant statutory framework pertinent to local government procurement. The goal of this policy is to give structure to the Town of Spencer's procurement methods and to set guidelines for Town Departments.

The main goals of this policy are as follows:

1. To comply with the legal and ethical requirements of public procurement.
2. To meet or exceed the procurement requirements for purchase of goods (supplies, materials, and equipment), services, and construction or repair projects.
3. To ensure impartial and equal treatment is granted to all who conduct business with the Town.
4. To receive maximum value for moneys spent by awarding purchase orders to the lowest responsible, responsive bidder, taking into consideration quality, performance, support, delivery schedule, previous performance, business location, and other relevant factors.
5. To provide Town Departments with the required goods and services in a timely manner in the proper quantity and quality while providing necessary documentation to Town Administration.
6. To professionally administer the search for sources of supplies, the development of new sources, the selection of suppliers, negotiations, commitments, follow-ups, and adjustments.
7. To promote positive and healthy business relationships through effective communications, informed and fair purchasing practice, and adherence to ethical standards.
8. To maximize the standardization of products used within and among departments to minimize stock levels and obtain better prices for necessary goods and services.

If the procedures and guidelines established in this manual are followed, each department will efficiently administer available resources to meet the Town's present and future needs and goals. Any questions or concerns about this policy should be directed to the Town's finance officer.

II. General Guidelines

2.1 Purchase Quality

Quality is as important as price when considering a purchase; it is the responsibility of the requesting party to determine the most cost-effective good or service that will meet the requirements of the intended purchase. In some instances, the lowest price does not necessarily mean the lowest cost. A higher price, higher quality product may save the Town from excess expenses in the future. It is the requesting party's responsibility to take this into consideration and determine what purchase is best for the citizens of the Town when making a purchase.

2.2 Conflict of Interest

Pursuant to N.C.G.S. § 14-234, no elected official or employee who is involved in making or administering a contract on behalf of the town may derive a direct benefit from the contract, except as provided in N.C.G.S. § 14-234(b), or as otherwise allowed by law. An elected official or employee who will derive a direct benefit from a contract with the town shall not attempt to influence any person who is involved in making or administering the contract.

To preclude any appearance of impropriety, each individual involved in the procurement process shall disclose any personal interest he/she may have in regard to contracts. No elected official or employee may solicit or receive any gift, reward, or promise of reward in exchange for recommending, influencing, or attempting to influence the award of a contract by the Town. Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids, or requests for proposals shall be excluded from competing for such requirements.

2.3 Compliance

The Town will follow all applicable local, state, and federal procurement requirements when expending any funds. Should the Town have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law. Contracts Funded with federal grant or loan proceeds must be procured in a manner that conforms to all applicable Federal laws, policies, and standards, including those under the Town's Uniform Guidance Policy, to the extent that the standards do not violate state law, unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

2.4 Evasion

No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

2.5 Contract Requirements

1. Written

All contracts must be in writing.

2. Authorization

The Town manager has the delegated authority to award and execute contracts, terminate contracts, reject bids, and advertise to receive bids as provided in and pursuant to N.C.G.S. § 143-129(a), with specific limitations as outlined below:

1. Approve, execute, and terminate contracts involving informal bids of up to \$50,000 for construction projects budgeted in an annual budget ordinance as may from time to time be amended.
2. Approve, execute, and terminate maintenance contracts.
3. Approve, execute, and terminate leases of Town real property of one year or less (N.C.G.S. § 160A-272(b)).
4. Approve, execute, and terminate contracts for professional engineering services up to \$20,000.00.
5. Approve, execute, and terminate any professional service contracts (except as provided in above related to engineering services).
6. Approve and execute change orders to all approved contracts not to exceed an increase of \$10,000 in the total contract price as determined at the time of each proposed change order.
7. Approve, execute, and terminate the purchase of apparatus, supplies, materials, or equipment for all purchases that do not exceed \$40,000.
8. Exempt any project from the provisions of N.C.G.S. 143, Article 3D, Procurement of Architectural, Engineering and Surveying Services where the estimated professional fees for a specific project are estimated to be less than or equal to \$25,000.
9. Dispose of surplus property under the informal procedures described in N.C.G.S. § 160A-266(c) of up to \$30,000 in value.

Any action beyond the scope of the Town Manager's delegated authority in Resolution 21-30 must be approved by the Town's Board of Aldermen.

3. Clear Specifications

All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals.

4. Compliance by Contractors

All solicitations shall inform prospective contractors that they must comply with all applicable federal and state laws, regulations, executive orders, and terms and conditions.

5. Fixed Price

Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts is prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will only be used if no other form of contract is suitable, and the contract includes a "Not to Exceed" amount.

6. Open Competition

Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for “or equal” products, or other unnecessary requirements that have the effect of restricting competition.

III. Purchase Orders

3.1 The Purpose of Purchase Orders

The purchase order serves as authorization to a vendor to furnish a product or service to the Town at the price shown therein. It also serves as the basis for encumbering department funds and assuring the vendor that funds are available for the purchase. The purchase order is instrumental in preventing departments from overspending their budgets. If there are not sufficient funds, the order cannot be placed until a budget transfer or amendment has been approved to provide the necessary funds.

3.2 Preparation of a Purchase Order

Department Heads may create purchase orders in the FMS system. All purchase orders require the signature of the Finance Officer and/or Town Manager for approval.

3.3 Changes to Purchase Orders

Any increase in price must be approved by the Finance Officer and the Town Manager. If the requesting department head fails to notify the Finance Officer of any changes or additions to the purchase order, only the original cost of the original purchase order approved by the Finance Officer will be paid.

3.4 Cancellation of Purchase Orders

If a department desires to cancel a purchase order, the request should be made to the Finance Officer. The department head should return the original purchase order to the Finance Officer with a written request to cancel said purchase order.

3.5 Blanket Purchase Orders

A blanket purchase order may be used as an additional purchasing tool to improve the efficiency of the Town’s purchasing process relating to items whose nature makes it impractical to use regular purchasing procedures. For Example: The Town has an allotted budget for contracted service employees. A blanket purchase order can be requested for the amount of the budget. As contracted employees are paid throughout the year, the total purchase order will be drawn down to reflect the remaining amount of funds available for the purchase.

IV. Purchasing Procedures

4.1 Purchases Costing \$249.99 and Below

Purchases that fall under the total value of \$250 are made at the discretion of a department head. These purchases are made with an issued procurement card or by vendor invoice. If a vendor charges a fee for the use of a card, department heads should have the vendor invoice the town directly.

4.2 Purchases between \$250 and \$499.99

Purchases between \$250 and 499.99 must be completed through the town's Southern Software Financial Management System.

- a. Department heads are responsible for inputting a purchase request into this system.
- b. The Finance Officer reviews and approves or denies the request.
- c. Once approved, a purchase order is composed, printed, and signed by the Finance Officer

4.3 Purchases exceeding \$500

Purchases exceeding \$500 must be completed through the town's Southern Software Financial Management System. Purchases of this value must have the approval of the Town Manager.

- a. Department heads are responsible for inputting a purchase request into this system.
- b. The Town Manager reviews and approves or denies the request.
- c. Once approved, a purchase order is composed, printed, and signed by the Finance Officer and the Town Manager.

4.4 Contracts Between \$30,000 and \$89,999 (Purchase Contracts)

The Town of Spencer's requirements concerning purchase contracts between \$30,000 and \$89,999 are guided by North Carolina statutory requirements concerning informal bid requirements.

1. At least one, but preferably two or more, informal bids must be secured before the contract is awarded. The form of these bids is not limited by statute (e.g., telephone quotes, faxes, emails).
2. The Town must keep a record of all bids received.
3. The contract must be awarded to the lowest responsible, responsive bidder, taking into consideration quality and performance.

The Board of Aldermen of the Town of Spencer has delegated authority to the Town Manager to approve, execute, and terminate the purchase of apparatus, supplies, materials, or equipment for all purchases that do not exceed \$40,000.00. Any purchase contract that exceeds \$40,000 must be approved by the Board of Aldermen.

4.5 Contracts Exceeding \$90,000.00 (Purchase Contracts)

The Town of Spencer's requirements concerning purchase contracts exceeding \$90,000 in value are guided by North Carolina statutory requirements concerning formal bid requirements.

1. The bid will be formally advertised in a newspaper of general circulation for at least 7 full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the Board of Alderman.
2. Preferably 2 or more bids should be secured for purchase contracts in the formal range.
3. The Town must keep a record of all bids received.
4. Written bids in this range must be submitted in a sealed envelope.
5. Bids must be opened at a public bid opening on the date, time, and at the location noted in the public advertisement.
6. A minimum of 2 bids must be received in order to open all bids.
7. The contract will be awarded to the lowest responsive, responsible bidder on a fixed-price basis.
8. The Board of Aldermen's approval is required for purchase contracts in this range.
9. It is prohibited to divide the contract for the purpose of evading the competitive bidding requirement.

4.6 Contracts Between \$30,000 and \$299,999 (Construction & Repair)

The Town of Spencer's requirements concerning construction-related purchases between \$30,000 and \$299,999 are guided by North Carolina statutory requirements concerning informal bid requirements.

1. The Town must secure at least one, but preferably two or more, informal bids before the contract is awarded. The form of these bids is not limited by statute (e.g., telephone quotes, faxes, emails).
2. The Town must keep a record of all bids received.
3. The contract must be awarded to the lowest responsive, responsible bidder, taking into consideration quality and performance.
4. The Board of Aldermen's approval is required for contracts with a value exceeding \$50,000.
5. A performance and payment bond are required for every contract exceeding \$50,000 that is awarded as part of a project costing over \$300,000.
6. A good faith effort must be made to solicit participation by historically underutilized businesses.
7. The Town must report each construction or repair contract to the Department of Administration's Office for Historically Underutilized Businesses its efforts to recruit participation from these businesses, the dollar value and type of project, and the value of the minority business participation.

4.7 Contracts Exceeding \$500,000 (Construction and Repair)

The Town of Spencer's requirements concerning construction-related purchases exceeding \$500,000 are guided by North Carolina statutory requirements concerning formal bid requirements.

1. The bid must be formally advertised in a newspaper of general circulation for at least 7 full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the Board of Alderman.
2. The Town must keep a record of all bids received.
3. A good faith effort must be made to solicit price quotes from Historically Underutilized Businesses. These efforts must be documented.
4. The bids must be opened at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 3 bids must be received in order to open all bids.
5. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price are required of the winning bidder.
6. The contract must be awarded to the lowest responsive, responsible bidder. The Board of Aldermen's approval is required for purchases at this value.
7. It is prohibited to divide the contract for the purpose of evading the competitive bidding requirement.

4.8 Contracts for Architectural and Engineering Services

The procurement of professional services performed by architects, engineers, surveyors, and construction managers falls under a distinct set of statutory requirements known as the "Mini-Brooks Act". The Town of Spencer's policy concerning the procurement of these services complies with these requirements and is as follows:

1. The Town must advertise a Request for Qualifications (RFQ) to interest from qualified firms and individuals (formal advertisement in a newspaper of general circulation is not required). Price information (other than unit cost) will not be solicited. If price information beyond unit cost is submitted, it must not be taken into consideration.
2. The Town must make a good faith effort to notify historically underutilized businesses of the opportunity to submit their qualifications.
3. Respondents' qualifications will be evaluated based on the developed evaluation criteria for architectural and engineering services and ranked based on these evaluations. Price cannot be a factor in this evaluation. Preference must be given to in-state respondents.

4. Based on the Town's evaluation, negotiations will be entered into with the best qualified firm. If negotiations are unsuccessful, the Town will enter into negotiations with the second highest qualified respondent.
5. The Town manager may exempt particular projects from these requirements so long as the value of the project is less than \$25,000. This exemption must be in writing.

Obtaining supplies, materials, equipment, or services without a purchase order, in the case of purchases totaling over \$250 or without department head approval in the case of purchases totaling under \$250, is an unauthorized purchase (except for emergency situations). Unauthorized purchases are classified as a personal expense and will be paid for by the employee. Furthermore, if a purchase order is not obtained prior to the ordering or purchasing of an item the employee must obtain written approval and signature on the face of the invoice from the Town Manager before the invoice is paid.

V. Exceptions to the Competitive Bidding Requirements

In some circumstances the procedures and requirements listed above will not apply. Notably, purchases of vehicles by the Town often fall under the exceptions outlined in this policy. These exceptions are explicitly listed in G.S. 143-129€ and are as follows:

Purchases from other Units of Government. Purchases directly from any government unit or agency within the United States are exempt from competitive bidding requirements.

Public Emergency. A contract may be awarded without competitive bidding when there is a public emergency. A public emergency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from competitive bidding.

Sole Source. A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. This exception must be approved by the Board of Aldermen.

Inadequate Competition. A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

Group Purchasing Program. The Town may elect to purchase through a competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies. No competitive bidding process on the Town's part would be required in this circumstance.

State Contract. Purchases from contracts established by the State or any agency of the State are exempt from the competitive bidding process, if the contractor is willing to extend to a political

subdivision of the State the same or more favorable prices, terms, and conditions as established in the State contract.

Federal Contract. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.

Piggyback. Purchases from contracts entered into by any federal, state, or local government in U.S. that have been competitively bid within the previous 12 months if the contractor is willing to extend the same or more favorable prices, terms and conditions are exempt from the formal competitive bidding process. The Board of Aldermen must approve these contracts in all cases.

Used Goods. Purchases of used apparatus, supplies, materials, or equipment are not required to undergo the competitive bidding process. Remanufactured, refabricated or demo apparatus, supplies, materials, or equipment are not included in this exception. A demo item is one that is used for demonstration and is sold by the manufacturer or retailer at a discount.

Trade-In. The Town may include trade-in of used items as part of the specifications for purchases and may award one contract for both the sale of the trade in item and the purchase of the new item. This type of contract is exempt from the competitive bidding process.

VI. Vendor Selection

6.1 Selection Policy

Vendors will be selected on a competitive basis. Awards, purchase orders and/ or contracts will be issued to the lowest, responsive, responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract. The Town of Spencer will not use vendors who have been debarred by Federal, State, or Local governments.

6.2 Gifts and Gratuities

Town employees are prohibited from soliciting or accepting any rebate, money, entertainment, gift, or gratuity from any person, company, firm, or corporation to which any purchase order or contract is or might be awarded. The Town will not tolerate circumstances that produce, or reasonably appear to produce, conflicts between the personal interests of an employee and the interests of the Town. Accordingly, the Town may terminate, at no charge to the Town, any purchase order contract if it is found that substantial gifts or gratuities were offered to a Town employee. The Town may also take disciplinary action against an employee who solicits or accepts gifts or gratuities of any value whatsoever.

VII. Specifications

All specifications should include a clear, concise, and accurate description of the requirements to be satisfied by a product, material, or service. The specifications should also indicate, when appropriate, the procedure to be followed to determine whether the requirements are satisfied. A purchasing specification can be construed as a restriction by setting limits on what is acceptable, but it cannot be unduly restrictive. Specifications should preserve competition among different makes, brands, or models.

VIII. Miscellaneous Purchasing Provisions

8.1 Petty Cash

Petty cash should be used to make change when dealing with small cash transactions. The Town maintains \$100 in petty cash for this purpose. Ideally, for purchases below \$250, departments should use their procurement card.

8.2 Purchase Returns

To ensure proper credit for items returned to vendors, it is important that the proper procedures are followed.

1. The department may return supplies to the vendor but should notify the Finance Officer of the return.
2. In all cases the 'returning' department should send written notice to the Finance Officer indicating which items are being returned, the date of the return, and the signature of the department head.
3. The Finance Officer shall amend the purchase order by removing returned items and forward the updated purchase order to the department.

8.3 Federal and State Funds

When purchases are made with funds obtained from the federal or state government, the exact source of funding must be noted on the requisition form. Additionally, if a purchase is made with federal or state funds, it must be in compliance with applicable regulations, or the Town may have to repay the granting government the amount of the purchase.

IX. Disposal of Town Property

Department heads should notify the Finance Officer and Town Clerk of any surplus property that needs to be disposed of.

The Board of Aldermen have authorized the Town Manager to dispose of surplus property under the informal procedures described in N.C.G.S. 160A-266(c) of up to \$30,000.00 in value. The

Town Manager must approve the sale or disposal of any Town property. Any disposal of property exceeding the value of \$30,000 must also be approved by the Board of Aldermen.

Please refer to exhibit C for more information regarding general disposal methods and requirements.

Exceptions to Competitive Sale Requirements

There are certain authorized exceptions to competitive sale requirements of government property. Please refer to exhibit D for more information regarding these specific exceptions.

X. Appendices

Appendix A. Procurement Card Policy

Appendix B. Town of Spencer Travel Policy

Appendix A. Town of Spencer Procurement Card Policy

Town of Spencer Procurement Card Policy

Introduction

The Town of Spencer maintains a procurement card program in order to provide an easy-to-use tool for departments to make necessary purchases. This is meant to help the Town reduce administration time and simplify the purchasing process for departments. The Town of Spencer utilizes a Truist Bank Visa brand card. The purchasing card is as easy to use as any Visa credit card and is just as widely accepted. Any merchant who accepts Visa, should accept the Town of Spencer procurement card.

All purchases using the procurement card are subject to the Town's purchasing policies and procedures. Those purchases exceeding the total value of \$249.99 require an approved purchase order. Additionally, the Finance department must be made aware prior to any purchases above \$1,000.

Administration

The Town's procurement card program is administered by the Finance Officer. The Finance Officer is responsible for approving and issuing all procurement cards, ensuring all internal controls and related procedures are adhered to, and may revoke access to a procurement card as well.

Policy and Procedures

Procurement Card Purchasing Policy

Procurement cards may be used to make purchases costing less than \$249.99 for which a purchase order is not required. In accordance with the Town of Spencer's purchasing policy, any purchase with a total value in excess of \$249.99 can still be made using the procurement card, however, a purchase order must be entered into the Town's Southern Software Financial Management System and approved by the Finance Officer and Town Manager. Employees should refer to the Town's purchasing policy for what is required to make purchases with a total value greater than \$249.99.

It is prohibited for anyone other than the cardholder to use the procurement card for any reason. Borrowing or delegating authority to non-cardholding employees to make purchases using the procurement card is strictly prohibited.

I. Application Procedure

- a. Each Department Head determines which employees within their department should be issued procurement cards. The Department Head must then notify the Finance Officer, who authorizes the issuance of procurement cards to the selected employees as well as the appropriate monthly purchasing limit. Selected employees are then notified by the Finance Officer who then explains to them the necessary components of the procurement card policy.
- b. Each employee authorized by the Finance Officer to possess a procurement card must review the procurement card policy and sign a Town of Spencer Procurement Card Program Cardholder Agreement. This agreement is the employee's signed pledge to follow the Town's purchasing policies and procedures related to the use of the procurement card as well as accept responsibility for any misuse of the card outlined in this policy.
- c. Once the employee signs the Procurement Card Program Cardholder Agreement the Finance Officer will issue the procurement card to the employee and file the signed agreement as part of the records.

II. Cardholder Responsibilities

- a. Cardholders must abide by the purchasing limits and restrictions set forth by the Town and ensure that every purchase made adheres to these limits and restrictions.
- b. When a cardholder receives their card, they must sign it immediately.
- c. The cardholder is responsible for verifying that all transactions are authorized and must take timely action to correct any unauthorized transactions made in error or otherwise.
- d. No one other than the employee named on the card may use it for any reason. The cardholder is responsible for ensuring that only they utilize the card for purchases.

- e. If a card is lost, stolen, or misplaced the cardholder must notify Truist bank as well as the Finance Officer at the earliest possible opportunity.
- f. The procurement card must be returned to the Finance Officer if requested to do so for any reason, or upon termination of employment with the Town of Spencer.

Call this number to report a lost/stolen card: **844-487-8478**

III. Using the Procurement Card

- a. The Town's general criteria for use of the procurement card are as follows:

Eligible Purchases:

- Cardholders may use the procurement card to purchase any goods or services at any business where procurement cards are accepted; except for those items listed under **ineligible purchases**.
- Procurement cards may be used for lodging and training/professional activities and related expenses with prior approval.

Ineligible Purchases:

- Personal items
 - Alcoholic beverages
 - Tobacco products
 - Cash advances
 - Gift Cards
- b. Each cardholder is subject to single transaction, daily and monthly cumulative spending limits. These limits are established by the Finance Officer in conjunction with the Town Manager.
 - c. The cardholder must receive a detailed original receipt at the time of purchase.
 - d. In the case of an item purchased with the procurement card that must be returned, the merchant must credit the total amount of the purchase to the card account.
 - e. A cardholder who makes ineligible purchases or carelessly uses a card will be liable to the Town for the total dollar amount of such purchases.

- f. Procurement card privileges can be revoked or suspended due to
 - a. Not adhering to policy.
 - b. Employment status

Billing and Remittance Procedures

Each cardholder is responsible for reviewing and ensuring the accuracy of transactions posted to their card account. Each month the Finance department will e-mail each cardholder the correlating monthly statement.

- The cardholder must print and sign a hard copy of the statement.
- Attach detailed receipts corresponding to the transactions listed on their statement within 7 days.
- The receipts should show description, quantity, unit price, applicable shipping, and taxes. Meal receipts should show description, taxes, and gratuities.
- Receipts should also include the budget account and department where the purchase is to be charged.
- Failure to submit receipts in a timely manner or repeated lost/missing receipts may result in a cardholder losing procurement card privileges.

Billing discrepancies- Vendors should not charge your account unless the purchased item(s) has been received by the Town. Any discrepancies between the online transaction postings and the cardholder's records must be dealt with immediately. To resolve a billing discrepancy, the cardholder should first contact the vendor to try and resolve the problem. If the dispute cannot be resolved at the vendor level, the employee should notify the Finance department and contact Truist Bank to dispute the incorrect charges. Call this number to dispute incorrect charges: **844-487-8478**.

Frequently Asked Questions

Who is eligible to be a procurement cardholder?

Department heads and other specific employees approved by the Finance Officer and Town Manager are eligible to be procurement cardholders.

Do I have to pay tax on goods purchased on my purchasing card?

Yes. Inform all vendors that the goods should be taxed. Make sure that sales tax is included in the costs at the time the purchase is made.

Who pays my monthly bill?

Employees are not responsible for making their monthly card payments directly. The Finance department pays a monthly consolidated bill for all cardholders.

Can I tip when using my purchasing card?

Yes. You may tip up to 20% on authorized meal purchases. You must provide a receipt including this tip.

What if I lose a purchasing receipt?

The Cardholder is responsible for keeping a record of their receipts and attaching them to their card's statement monthly for reconciliation. If a receipt is misplaced, contact the vendor for a reprint. If a duplicate receipt is unattainable, the cardholder must provide a written explanation to the Finance Officer that includes a description of the item(s) purchased, date of purchase, vendor's name and reason for the lack of supporting documentation. Continued misplacement of receipts will be grounds for revocation of a procurement card.

What do I do with my card when I retire, quit or become terminated?

Prior to ending employment with the Town, a cardholder should turn in their purchasing card and receipts to their supervisor. The supervisor will notify a purchasing card program administrator who will close the account.

Appendix B. Town of Spencer Travel Policy

Town of Spencer Travel Policy

Introduction

The purpose of this Policy is to provide uniform guidelines for the Town's travel process. This policy will ensure that approved Town travel by employees is done in a manner consistent with all statutory requirements and at the best possible value for the Town.

The Town has a fiduciary responsibility to ensure resources are used responsibly and that individuals do not incur inappropriate or excessive expenses or gain financially from the Town. As such, all employees who travel on behalf of the Town are fiscally responsible and accountable for all Town expenditures.

For the purposes of this policy, employees who engage in Town approved travel will be referred to as authorized travelers.

Authorization

Eligible for Travel

Town Staff, Elected Officials, and Appointed Board Members may travel at Town expense unless otherwise provided by law. Any travel must gain the required approval prescribed under the travel approval process outlined in this policy. This policy will use the term authorized traveler to refer to individuals engaged in Town approved travel.

General Travel Authority

The Town Manager, Finance Officer, Town Clerk or Department Heads may authorize travel on behalf of the Town depending on relevance. A written travel request is required for any Town business travel with expected reimbursable expenses.

Travel/Training Request			
Authorized Traveler	Approval/Processing Required		
	< \$500	≥ \$500	Out-of-State
General Staff	Town Clerk	Dept. Head & Town Manager	Dept. Head & Town Manager
Department Head	Town Clerk	Town Manager	Town Manager
Finance Officer	Town Clerk	Town Manager	Town Manager
Town Manager	Town Clerk	Finance Officer	Finance Officer
Elected Officials and Appointed Board Members	Town Clerk	Town Manager	Town Manager

Employee Conduct

Employees who are traveling on authorized Town business are responsible for conducting themselves in a professional manner that reflects on the Town in a positive manner. Authorized travelers must conduct themselves in a manner consistent with Town personnel policies and regulations. Unacceptable behavior may lead to disciplinary action.

General Expenses

Approved Expenses

Approved Expenses include any reasonable expenses incurred in connection with approved travel on behalf of the Town. For a purchase to be reimbursable a clear business purpose must exist and be within the Town's travel expense limitations set by this policy.

Approved expenses may be paid via a Town issued procurement card in accordance with the procurement card policy. Alternatively, traveling employees may pay for expenses and receive reimbursement from Accounts Payable. In all instances a Travel Expense Form is required to be submitted along with accompanying receipts.

Unacceptable Expenses

Unacceptable expenses include snacks (not constituting a meal), alcohol, tobacco products, personal items, traffic tickets, recreational activities, unauthorized cancellation costs, and spouse/family member/guest travel costs. Regarding recreational activities, these are unacceptable when they are outside the scope of the approved travel itinerary. Additionally, costs incurred with extended travel for personal reasons in conjunction with Town travel both before and after are not eligible for reimbursement.

Meals

Meal Allowance

Meal allowance is based on travel destination as listed in Office of State Budget and Management site. The Town will provide information regarding these rates to authorized travelers. Gratuity is included in the meal allowance and is limited to a maximum of 20% per meal.

If a travel-related event includes a meal with the registration, the Town expects the employee to take part in the provided meal. Meals not included in the travel-related registration can be purchased on the Town procurement card and detailed receipts must accompany the card statement as detailed in the procurement card policy. Otherwise, reimbursement for meals follows the same guidelines and is processed through Accounts Payable according to the Travel Expense Form completed by the employee. Itemized receipts must accompany the Travel Expense Form.

Receptions with heavy hors d'oeuvres will not constitute a meal.

On travel days, an employee may not be eligible for reimbursement for all meals. To understand which meals are eligible for reimbursement on travel days, please use the chart below.

Departure/Return Time (Based on the time employee leaves/arrives home/work)	Departure day (based time employee leaves)	Return day (based on time employee arrives back from travel)
Before 7:00 a.m.	All three meals on travel day	No meals on travel day
Before 11:00 a.m.	Lunch and dinner on travel day	Breakfast on travel day
Before 5:00 p.m.	Dinner	Breakfast and lunch
After 7:00 p.m.	No meals	All three meals

The travelling employee must list the time of departure and arrival on the Travel Expense Form for reimbursement purposes.

Meals during Single Day Travel

An authorized traveler engaging in approved single day travel may be allowed to purchase a meal in cases where the duration of the trip is over 4 hours.

Lodging

Travel Inside Rowan County

Town travelers are not eligible to be reimbursed for lodging associated with travel within Rowan County.

Single Day Travel Lodging

If travel to a single-day event outside of Rowan County would cause an employee to exceed 12 hours of work time (including event time, lunch period, and round-trip travel time), the employee will have the option of securing one night's lodging at either the front-end or back-end of the trip with the approval of the Town Manager.

Lodging Expenses

The maximum allowed rate for daily lodging (both in-state and out-of-state) is determined by the Office of State Budget and Management. Information regarding these rates will be provided to authorized travelers by the Town.

If available, an employee may lodge at the event site of the conference or business event they are attending. Any employee choosing this option must obtain prior approval.

Authorized Travelers should utilize provided services such as internet that are free of charge. However, if circumstances require payment for such services as internet connection or printing, these expenses should be identified on the receipt for lodging. The receipt must be attached to the Travel Expense Form if the employee is seeking reimbursement. Tipping for housekeeping services is not a reimbursable expenditure.

In circumstances where more than one employee occupies the same hotel room, the traveling employees should only report the total lodging expense on the travel forms of one employee. If possible, lodging should be paid for with the procurement card.

The employee is expected to return immediately after the completion of the event unless they plan to stay and pay the balance of their lodging for the time not considered in conjunction with Town approved travel.

Exceptions to Lodging Rates

In some cases, due to a variety of factors such as proximity to event locations or lack of vacancies it may be advisable for an authorized traveler to book lodging at a rate higher than the rates set by the Office of State Budget and Management. Authorized travelers should use good judgement when deciding whether their situation warrants an exception of this nature. The highest priority in these cases is to seek the best possible value to the Town.

Registration Costs

Employees should pay all approved conference, convention, and seminar registration or tuition fees using their procurement card or directly through accounts payable. The Town will not reimburse additional registration costs for unrelated recreational and entertainment activities. Employees must attach some form of documentation detailing these expenses on their Travel Expense Form.

Transportation

Gasoline Reimbursement

If an employee has access to a Town-owned vehicle but opts to travel using a personal vehicle, then the Town will only reimburse the employee for gasoline expenditures detailed on receipts submitted with their Travel Expense Form.

Mileage Reimbursement

When a Town owned vehicle is used for travel, the Town will reimburse the authorized traveler the amount detailed on submitted gasoline expenditure receipts. The Town will reimburse the authorized traveler at the current mileage rate set by the Internal Revenue Service for personal vehicle use for authorized travel.

Parking and Tolls

Parking and toll expenses for authorized travel may be reimbursed. A receipt is required for parking charges. A receipt is not required for toll fees, however, should one be available it should be submitted with the Travel Expense Form.

Public Transportation and Ridesharing Services

In the event a travelling employee does not have access to a personal or Town-owned vehicle the Town will reimburse public transportation costs. Public transportation and ridesharing services such as taxicabs, Uber, Lyft, subway, etc. are acceptable forms of transportation and will be reimbursed at the actual cost. Fees incurred for additional wait time or no-shows will not be reimbursed. Subway, light rail, and bus services are strongly encouraged when vehicular transportation is not feasible. No receipt is required for reimbursement of Mass Transit travel. However, a receipt is required for the use of ridesharing services and taxicabs.

Airline Travel

When airline travel is necessary, employees must purchase the most competitively priced ticket. The Town will only reimburse the cost of airline tickets at economy rates. If an employee decides to purchase a ticket that is in a class above economy, the employee will need to purchase the ticket and be reimbursed by the Town for the cost of what a basic economy class ticket would have cost on the same flight.

If deemed necessary for the purpose of the trip, the Town may reimburse the cost of checking luggage. Travelling employees must receive authorization before checking luggage otherwise they may be held responsible for the cost.

All receipts associated with airline travel must be attached to the Travel Expense Form for reimbursement to take place.

Train Travel

In cases where vehicular travel is not possible or it is the most cost-effective method, employees may travel by train. Only coach rates are reimbursable. A receipt for a purchased ticket must be attached to the Travel Expense Form for reimbursement to take place.

Required Receipts for Reimbursement

Accounts Payable

Accounts Payable process all travel forms. If the employee is due money, Accounts Payable will process the payment. If the Town requires a refund from the employee, the money must be returned with the Travel Expense Form to Accounts Payable.

Travel Under Exceptional Circumstances

In instances where travel is not covered under this policy, or the actual costs exceed the maximum reimbursement allowed due to exceptional circumstances, the Town Manager may approve reimbursement of the actual cost beyond the maximums detailed in this policy. The terms of reimbursement must be determined before the traveling employee incurs any costs. The Town Manager has the discretion to approve or deny any expense reimbursements not clearly defined in this policy.

***** Unapproved travel expenses will be the responsibility of the employee and not eligible for reimbursement. *****

Procedures

Summary of Receipts Required for Reimbursement											
Meals for Daily Travel Only	Personal Vehicle (Gas)	Rental Vehicle	Air	Train	Mass Transit	Taxi/Ri deshari ng Fares	Parking Deck/ Airport Parking	Tolls	Incidentals and Tips	Lodging	Other
Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes

Travel Request

A written travel request should be made to the appropriate Department Head/Manager by any employee who plans to travel on Town business for which the employee will incur reimbursable expenses. Travel requests should include an estimate of the travel cost, listing the major areas of expenditure (i.e., hotel, food, etc.).

Travel requests are not required to be completed for non-overnight travel or webinars.

Travel Expense Form Reconciliation

Upon completion of travel, employees must present a completed Travel Expense Form with attached receipts to the Finance Officer within 5 business days of their completed travel.

Once the Finance Officer receives the Travel Expense Form, they must ensure that all listed expenses relate to legitimate Town business purposes. Additionally, they must ensure that all documentation supporting the listed expenses is present. Under no circumstances should an individual approve their own Travel Expense Form. In the case of the Finance Officer submitting their own Travel Expense Form, the Town Manager should be the one to approve the form.

The fully approved Travel Expense Form should be submitted to accounts payable no later than 5 days from the date the employee submits it to the Finance Officer.

XI. Exhibits

Exhibit A. Town of Spencer Notice of Surplus Property to be Sold

Exhibit B. Town of Spencer Procurement Card Program Cardholder Agreement

Exhibit C. Property Disposal Options for North Carolina Local Governments

Exhibit D. Authorized Exceptions to Competitive Sale Requirements of Government Property

Exhibit E. Public Contracting Dollar Thresholds

Exhibit A. Town of Spencer Notice of Surplus Property to be Sold

**TOWN OF SPENCER
NOTICE OF SURPLUS PROPERTY TO BE SOLD
VALUE LESS THAN \$30,000.00
(excludes rolling stock)**

TO: FINANCE OFFICER

FROM: _____ SIGNATURE: _____

DATE: _____

THE FOLLOWING PERSONAL PROPERTY VALUED AT LESS THAN \$30,000.00 IS
SURPLUS IN THE _____ DEPARTMENT AND IS
RECOMMENDED TO BE SOLD.

PROPERTY DESCRIPTION: _____

DISPOSAL METHOD: _____

PROPOSED PURCHASER: _____

AMOUNT: _____

FINANCE OFFICER AGREES WITH THIS METHOD OF DISPOSAL

FINANCE OFFICER APPROVAL SIGNATURE: _____

DATE: _____

TOWN MANAGER APPROVAL OF SALE

TOWN MANAGER APPROVAL SIGNATURE: _____

DATE: _____

Please note: After the Finance Officer approves the disposal method, the form will be routed to the Town Manager. Once the Town Manager has approved, the form will then be sent back to the Finance Officer who will forward a copy to the originating Department.

Exhibit B. Town of Spencer Procurement Card Program Cardholder Agreement

Town of Spencer PROCUREMENT CARD PROGRAM CARDHOLDER AGREEMENT

I, _____, agree
to the following regarding my use of the Town of Spencer
Procurement Card Program:

1. I understand that use of the Town of Spencer Procurement Card is for purchases not to exceed the value of the limit placed on the card (including tax).
2. I understand that the Procurement Card is solely for official Town business and that under no circumstances will I use the Town of Spencer Procurement Card to make personal purchases for myself or for others.
3. I have reviewed a copy of the Town of Spencer's Purchasing Policy and understand the requirements for using the Procurement Card.
4. I understand and will follow established procedures for the Town of Spencer's Procurement Card Program. Failure to do so will be considered misuse of the Procurement Card and will be grounds for (a) immediate forfeiture of the Procurement Card and/or (b) disciplinary action by the Town of Spencer.
5. I will be responsible for the safekeeping of the card at all times. If the card is lost or stolen, I will immediately report the loss to the Finance Officer and Truist Bank.
6. I agree that should I violate the terms of the agreement and the Town of Spencer Procurement Card Program for personal use or gain, I will reimburse the Town for all incurred charges and fees related to the collection of these charges.

Employee Signature: _____

Card Account Number: _____

Date: _____

Exhibit C. Property Disposal Options for North Carolina Local Governments

General Disposal Methods	Personal Property UNDER \$30,000	Personal Property OVER \$30,000	ALL Real Property
Sale			
Competitive sale by public auction (<i>G.S. 160A-270</i>); sealed bid (<i>G.S. 160A-268</i>), or upset bid (<i>G.S. 160A-269</i>)	Yes	Yes	Yes
Private negotiated sale with governing board approval (<i>G.S. 160A-266(b)</i> and <i>160A-277</i>), or by local policy (<i>160A-266(c)</i>)	Yes	No	No
Exchange			
Exchange with public and private entities (<i>G.S. 160A-271</i>)	Yes	Yes	Yes
Lease			
Lease with term over 10 years treated as sale of property (<i>G.S. 160A-272</i>)	Yes	Yes	Yes
Discard			
Discard because has no value, unable to sell, or poses threat to public health or safety (<i>G.S. 160A-266(d)</i>)	Yes	Yes	No
Raffle surplus property (<i>G.S. 14-309.15</i>)	Yes	Yes (\$125,000 limit)	Yes (\$500,000 limit)
Donate			
Donate to non-profits, sister cities, and other units of government – does not apply to schools (<i>G.S. 160A-280</i>)	Yes	Yes	No
Donate or sell to public and private entities for continued public use – cities and counties only (<i>G.S. 160A-279</i>)	Yes	Yes	Yes
Convey to other units of government			
Convey to other units of government in NC under conditions “deemed wise” by governing boards (<i>G.S. 160A-274</i>)	Yes	Yes	Yes
Trade-In			
Trade-in included as part of bidding process for purchases of apparatus, supplies, materials, or equipment (<i>G.S. 143-129.7</i>)	Yes	Yes	No

Exhibit D. Authorized Exceptions to Competitive Sale Requirements of Government Property

Special Conveyances Not Requiring Competitive Sale	Personal Property UNDER \$30,000	Personal Property OVER \$30,000	All Real Property
Sell artistic, historic, or scenic property to non-profit or trust for conservation or preservation (<i>G.S. 160A-266(b)</i>)	Yes	Yes	Yes
Lease property for affordable housing (<i>G.S. 160A-278</i>)	No	No	Yes
Sell property for affordable housing - Counties (<i>G.S. 153A-378</i>) - Cities (<i>G.S. 160A-279</i>)	No	No	Yes
Lease or sell property for economic development projects (<i>G.S. 158-7.1</i>)	No	No	Yes
Sell, exchange, or transfer property for community development projects – cities only (<i>G.S. 160A-457</i>)	No	No	Yes
Lease, sell or convey property to fire department & rescue squad for facilities (<i>G.S. 160A-277</i>)	No	No	Yes
Retiring law enforcement officer’s weapon and badge (<i>G.S. 20-187.2</i>)	Yes	No	No

Exhibit E. Public Contracting Dollar Thresholds

Dollar Thresholds in North Carolina Public Contracting Statutes Dollar limits and statutory authority current as of November 1, 2015		
Requirement	Threshold	Statute
Formal bidding	<i>(estimated cost of contract)</i>	
Construction or repair contracts	\$500,000 and above	G.S. 143-129
Purchase of apparatus, supplies, materials, and equipment	\$90,000 and above	G.S. 143-129
Informal bidding	<i>(actual cost of contract)</i>	
Construction or repair contracts	\$30,000 to formal limit	G.S. 143-131
Purchase of apparatus, supplies, materials, and equipment	\$30,000 to formal limit	G.S. 143-131
Construction methods authorized for building projects	Over \$300,000 <i>(estimated cost of project)</i>	G.S. 143-128(a1)
Separate Prime		
Single Prime		
Dual Bidding		
Construction Management at Risk (G.S. 143-128.1)		
Design-Build and Design-Build Bridging (G.S. 143-128.1A; G.S. 143-128.1B)		
Public Private Partnership (P3) (G.S. 143-128.1C)		
Historically Underutilized Business (HUB) requirements		
Building construction or repair projects		
– Projects with state funding (verifiable 10% goal required)	\$100,000 or more	G.S. 143-128.2(a)
– Locally funded projects (formal HUB requirements)	\$300,000 or more	G.S. 143-128.2(j)
– Projects in informal bidding range (informal HUB requirements)	\$30,000 to \$500,000*	G.S. 143-131(b)
*Note: Formal HUB requirements should be used for informally bid projects costing between \$300,000 and \$500,000		
Limit on use of own forces (force account work)	<i>(not to exceed)</i>	G.S. 143-135
Construction or repair projects	\$500,000 (total project cost) or \$200,000 (labor only cost)	
Bid bond or deposit		
Construction or repair contracts (at least 5% of bid amount)	Formal bids (\$500,000 and above)	G.S. 143-129(b)
Purchase contracts	Not required	
Performance/Payment bonds		
Construction or repair contracts (100% of contract amount)	Each contract over \$50,000 of project costing over \$300,000	G.S. 143-129(c); G.S. 44A-26
Purchase contracts	Not required	
General contractor's license required	\$30,000 and above	G.S. 87-1
Exemption	Force account work (see above)	
Owner-builder affidavit required	Force account work (see above)	G.S. 87-14(a)(1)
Use of licensed architect or engineer required		
Nonstructural work	\$300,000 and above	G.S. 133-1.1(a)
Structural repair, additions, or new construction	\$135,000 and above	
Repair work affecting life safety systems	\$100,000 and above	
Selection of architect, engineer, surveyor, construction manager at risk, or design-build contractor		
"Qualification-Based Selection" procedure (QBS)	All contracts unless exempted	G.S. 143-64.31
Exemption authorized	Only projects where estimated fee is less than \$50,000	G.S. 143-64.32
From <i>A Legal Guide to Purchasing and Contracting for North Carolina Local Governments</i> , 2nd ed., by Frayda S. Bluestein, © 2004 by the School of Government, The University of North Carolina at Chapel Hill. All rights reserved.		



Monthly Activity Report

Planning, Zoning & Subdivision Administrator

December 2023

	<u>Location</u>	<u>Activity</u>	<u>Action</u>
11.29.23	Grants Crossing	Zoning permit for porch addition	Issued permit
11.29.23	Meadow St	Site visit to check road and stormwater work	Visited site
11.29.23	Meadow st	Revised zoning permits submitted for 6 new homes	Reviewed permits
12.1.23	Longs Ferry rd	Addressing issue with new resident	Answered questions
12.1.23	all	Questions on alleyway closing	Answered questions
12.1.23	Office	NC Finishing Co property development strategy meeting	Attend
12.4.23	Longs Ferry Rd	Truck stop eng drawing review comments questions	Answered questions
12.4.23	707 n Salisbury ave	Rezoning questions	Answered questions
12.4.23	All	Drafted documents for Salisbury annexation agreement	Drafted documents
12.6.23	Longs Ferry Rd	Johnson development rezoning enquiry	Answered questions
12.6.23	Office	NC Finishing co brownfield process	Participated in discussion
12.6.23	Office	Discussed HPC process with kyle and peter	Discussions
12.7.23	1840 n Salisbury ave	Annexation paperwork	Provided to property owner
12.7.23	Various	VFD annexation paperwork	Drafted
12.7.23	Meadow	Revised subdivision drawing	Reviewed and approved
12.7.23	Meadow	Improvements bond submitted	Approved bond
12.7.23	Town Hall	Preagenda meeting	Participated
12.8.23	Office	Chamber/edc housing survey	Provided
12.8.23	Salisbury ave	Driveway permits for two new homes	Issued permits

12.12.23	All	Nc railroad real estate agent	Met and discussed development projects
12.12.23	Whitehead	Zoning classification enquiry	Answered questions
12.12.23	All	Questions on minimum house sizes	Answered questions
12.12.23	Hawkinstown rd	Hawkins meadows engineering drawings	Review and comment
12.13.23	Various	VFD annexation notifications	Sent to fire chiefs
12.14.23	Office	Ads for public hearings	Posted in newspaper
12.14.23	Office	Yadkin river dist preliminary report	Reviewed and commented
12.14.23	Office	Yadkin river dist meeting	Attended
12.14.23	5 th st	Easement issue for awnings	Discussed with property owner
12.18.23	3 rd st	Exempt subdivision plat	Signed
12.18.23	Salisbury ave	Questions on MU-2 vs C-29 zoning classification	Answered questions
12.18.23	Salisbury ave	Questions of allowing church on IND zoned property	Answered questions
12.19.23	Stanback property	Annexation map	Provided map to anna
12.19.23	11 th st	Drainage problem	Visited site and contacted GC
12.20.23	All	Researched sexually oriented business	Not a joke, really did this
12.20.23	Salisbury ave	Stepin out dance studio	Site visit
12.20.23	Office	Revised fee schedule and development process review	Reviewed and began drafting revisions
12.22.23	Office	Questions from property owner about 1/4/24 public hearing	Answered questions
12.22.23	Office	Request for information on Yadkin river dist planning grant	Provided information
12.22.23	Office	Staff Xmas lunch	Ate too much, not a joke either
12.22.23	North Pole	Zoning permit for small toy factory	Issued permit



704-633-2231
townofspencer.com

Post Office Box 45
Spencer, NC 28159-0045

Rowan's Original Gateway.

AGENDA ITEM

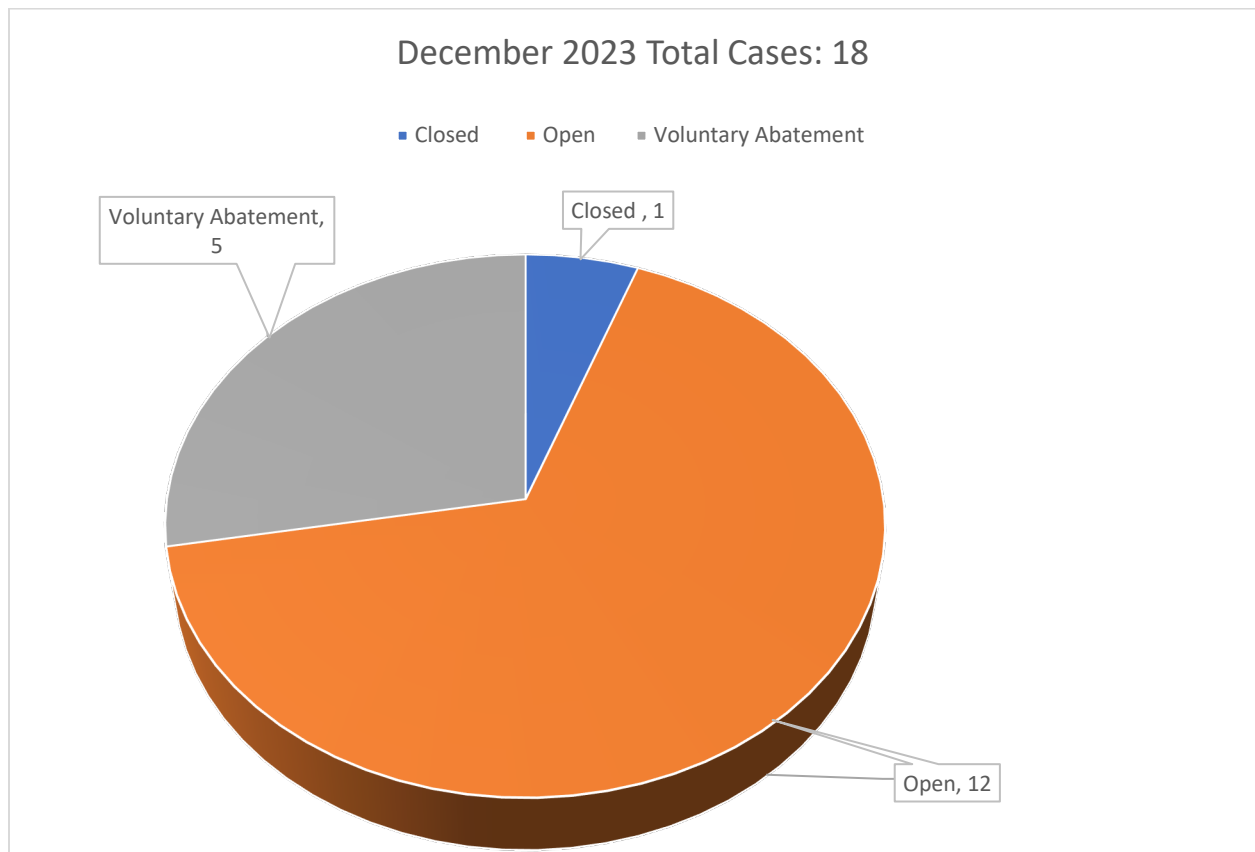
Board Meeting Date: January 9, 2023

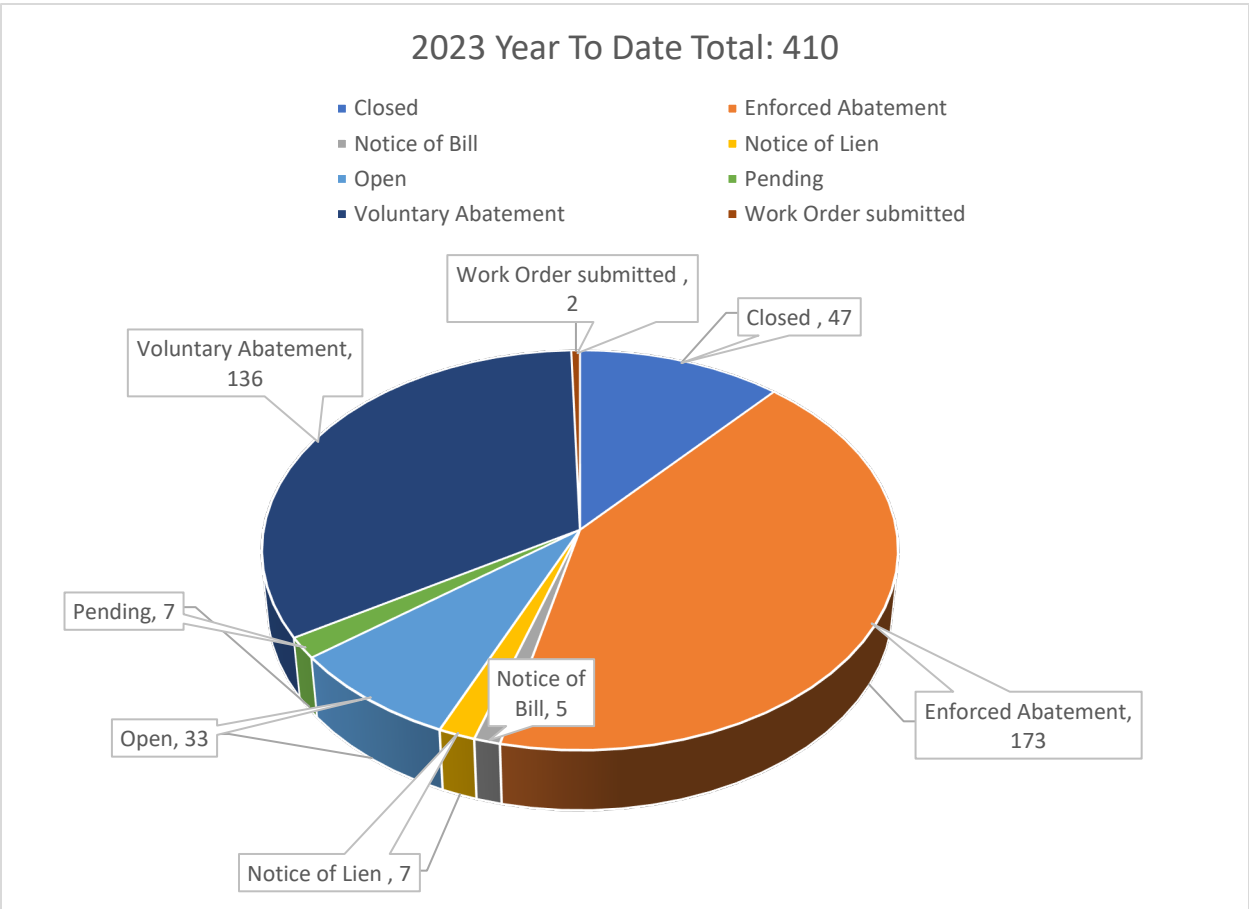
Issue under Consideration:	NA
Current Status:	NA
Points to Consider:	NA
Financial Impact:	NA
Options:	NA
Recommendations:	NA
Department:	Police- Code Enforcement

Monthly Report

December 2023 Highlights

- 18 total Cases, 12 Open
- Year to Date: 410 Cases
- Notice of Violations: 18
- Notice of Bill: 0
- Notice of Lien: 0





MH - Minimum Housing / OL - Overgrown Lot / JV - Junk Vehicle / JP - Junk Pile / AC - Animal Control / IP - Illegal Parking / ZV - Zoning Violation / CM - Commercial Maintenance/

2023 Open Cases

Case Number	Address	Nature of Complaint	Violation Type
202300370	904 S Salisbury Ave	We have previously lodged a complaint regarding this rental property adjacent to our Oral Surgery office regarding lack of care, overflowing trash, vermin and an overwhelming insect burden which is negatively affecting our business as health care providers. I appreciate your response to the initial complaint and indeed there has been some improvement. However the	AB - Abandoned Building

		property is still abandoned with open, broken windows and a continued overwhelming pest burden that is affecting this side of our building. We are paying our pest control service to make extra visits but the adjacent side of the building, lawn and tree beds are still overwhelmed with pests coming from the abandoned property. PLEASE ADDRESS THIS. We are one of the few business in Spencer, I would appreciate your help in allowing us to continue here and provide a clean environment for our patients. Thank you-	
202300364	204 S Iredell Avenue	The entire home is in a state of disrepair to now include guttering that has fallen from the front of the property and damages to the roofing structure. The front and rear yard are not being maintained regularly and there is high grass and weeds which is a source of ongoing pests and rodent issues. This property has sat vacant and is being ignored.	AB - Abandoned Building
202300379	607 3rd St.	Junk Piles / Debris in Yard and on Porch	GP- Garbage Pile 50.05
202300421	1007 Elizabeth Ave	Illegal parking	IP- Illegally Parked 72.04
202300422	500 Jordan Ave	Illegal Parking	IP- Illegally Parked 72.04
202300423	519 Spencer Ave	Illegal Parking	IP- Illegally Parked 72.04
202300416	608 S Rowan Ave	Illegally Parked	IP- Illegally Parked 72.04
202300405	621 N Salisbury Ave	Illegally Parked	IP- Illegally Parked 72.04
202300399	905 Second St	Illegal Park	IP- Illegally Parked 72.04
202300400	613 Fourth St	Illegally parked	IP- Illegally Parked 72.04
202300395	813 4th St	Illegal parking	IP- Illegally Parked 72.04
202300396	605 3rd St	Illegal Parking	IP- Illegally Parked 72.04
202300383	815 Second St	Illegally Park	IP- Illegally Parked 72.04
202300367	107 Alexander St	Illegal parking	IP- Illegally Parked 72.04
202300418	1001 2nd St	Junk Pile	JP - Junk Pile 93.22
202300419	1105 3rd St	Debris/Trash	JP - Junk Pile 93.22

202300420	1009 4th St	Trash/Debris	JP - Junk Pile 93.22
202300417	601 S Rowan Ave	Junk pile/debris	JP - Junk Pile 93.22
202300414	509 3rd St	Trash/Debris	JP - Junk Pile 93.22
202300415	210 N Salisbury Ave	Junk pile	JP - Junk Pile 93.22
202300379	607 3rd St.	Junk Piles / Debris in Yard and on Porch	JP - Junk Pile 93.22
202300377	109 6th St	Junk Piles	JP - Junk Pile 93.22
		We have previously lodged a complaint regarding this rental property adjacent to our Oral Surgery office regarding lack of care, overflowing trash, vermin and an overwhelming insect burden which is negatively affecting our business as health care providers. I appreciate your response to the initial complaint and indeed there has been some improvement. However the property is still abandoned with open, broken windows and a continued overwhelming pest burden that is affecting this side of our building. We are paying our pest control service to make extra visits but the adjacent side of the building, lawn and tree beds are still overwhelmed with pests coming from the abandoned property. PLEASE ADDRESS THIS. We are one of the few business in Spencer, I would appreciate your help in allowing us to continue here and provide a clean environment for our patients. Thank you-	
202300370	904 S Salisbury Ave	Thank you-	JP - Junk Pile 93.22
202300377	109 6th St	Junk Piles	JV - Junk Vehicle
202300331	801 2nd St	Hazardous Trees	NOV - Notice of Violation
202300413	610 S Rowan Avenue	Tall grass(dead) / leaf removal/ potential rodent /animal access, at rear of dwelling. NOTE: this is the 2nd online complaint submission, as it appears that the first complaint	OL - Overgrowth Lot

[illegible]



December Case Status Report

12/1/2023 - 12/29/2023

Case #	Case Date	Main Status	Last Status Change Date	Complaint Received	Violation Address	Nature of Complaint
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Group: Closed

202300407	12/12/2023	Closed	12/29/2023	Site Visit	910 S Spencer Ave	Illegally parked
202300404	12/3/2023	Closed	12/12/2023		610 S Rowan Ave	Tall grass (dead)/leaf removal/ potential animal access(cats) near rear of dwelling. This is the first online submission, but I've left several messages without a callback.

Group Total: 2

Group: Enforced Abatement

202300391	11/3/2023	Enforced Abatement	12/21/2023	Site Visit	113 7th St	Tall grass and weeds
202300374	10/13/2023	Enforced Abatement	12/28/2023	Site Visit	129 11th Street	Overgrowth
202300373	10/13/2023	Enforced Abatement	12/28/2023	Site Visit	500 7th Street	High Grass / Debris of Porch
202300372	10/13/2023	Enforced Abatement	12/28/2023	Site Visit	419 S. Spencer Ave.	High Grass
202300366	10/6/2023	Enforced Abatement	12/28/2023	Site Visit	801 Seventh St	Tall grass and weeds
202300363	10/4/2023	Enforced Abatement	12/28/2023		412 S Yadkin Ave	Overgrown grass, and large trees blown down in the yard.
202300352	9/22/2023	Enforced Abatement	12/28/2023	Site Visit	116 11th St	Tall Grass/Weeds
202300351	9/22/2023	Enforced Abatement	12/28/2023	Site Visit	206 Rowan Ave	Tall Grass/Weeds
202300350	9/22/2023	Enforced Abatement	12/28/2023	Weeds / Tall Grass	808 Fifth St	Tall Grass/Weeds
202300349	9/22/2023	Enforced Abatement	12/28/2023	Site Visit	711 Fifth St	Tall Grass/Weeds

202300348	9/22/2023	Enforced Abatement	12/28/2023	Site Visit	703 Fifth St	Tall Grass/Weeds
202300346	9/14/2023	Enforced Abatement	12/28/2023	Weeds / Tall Grass	608 4th St.	Weeds / Tall Grass
202300345	9/14/2023	Enforced Abatement	12/28/2023	Weeds / Tall Grass	700 4th St.	Weeds / Tall Grass
202300076	1/30/2023	Enforced Abatement	12/29/2023	Site Visit	910 3rd St	Parked in Grass
202300037	1/23/2023	Enforced Abatement	12/29/2023	Site Visit	910 Third st	Parked on side

Group Total: 15

Group: Open

202300423	12/22/2023	Open	12/22/2023	Site Visit	519 Spencer Ave	Illegal Parking
202300422	12/22/2023	Open	12/22/2023	Site Visit	500 Jordan Ave	Illegal Parking
202300421	12/22/2023	Open	12/22/2023	Site Visit	1007 Elizabeth Ave	Illegal parking
202300420	12/22/2023	Open	12/22/2023	Site Visit	1009 4th St	Trash/Debris
202300419	12/22/2023	Open	12/22/2023	Site Visit	1105 3rd St	Debris/Trash
202300418	12/22/2023	Open	12/22/2023	Site Visit	1001 2nd St	Junk Pile
202300417	12/21/2023	Open	12/21/2023		601 S Rowan Ave	Junk pile/debris
202300416	12/21/2023	Open	12/21/2023	Site Visit	608 S Rowan Ave	Illegally Parked
202300415	12/19/2023	Open	12/19/2023	Site Visit	210 N Salisbury Ave	Junk pile
202300414	12/19/2023	Open	12/19/2023	Site Visit	509 3rd St	Trash/Debris
202300413	12/19/2023	Open	12/21/2023		610 S Rowan Avenue	Tall grass(dead) / leaf removal/ potential rodent /animal access, at rear of dwelling. NOTE: this is the 2nd online complaint submission, as it appears that the first complaint was closed and the issue was not addressed/ resolved!
202300405	12/8/2023	Open	12/8/2023		621 N Salisbury Ave	Illegally Parked
202300367	10/10/2023	Open	12/1/2023	Site Visit	107 Alexander St	Illegal parking

Group Total: 13

Group: Voluntary Abatement

202300412	12/15/2023	Voluntary Abatement	12/19/2023	Site Visit	100 S Yadkin Ave	Illegally Parked
202300411	12/15/2023	Voluntary Abatement	12/19/2023		500 7th St	Illegally parked
202300410	12/15/2023	Voluntary Abatement	12/19/2023		509 9th St	Illegally parked
202300409	12/12/2023	Voluntary Abatement	12/19/2023		401 S Rowan	pile of mulch was dumped there on Oct 7th when will it be removed.
202300408	12/12/2023	Voluntary Abatement	12/19/2023	Site Visit	809 S Fourth St	Illegally Parked
202300406	12/8/2023	Voluntary Abatement	12/19/2023		404 Jordan Ave	Illegally Parked
202300401	11/28/2023	Voluntary Abatement	12/19/2023		909 S Iredell Ave	Illegal parking
202300398	11/28/2023	Voluntary Abatement	12/19/2023		212 N Rowan Ave	Junk Piie in driveway
202300397	11/28/2023	Voluntary Abatement	12/19/2023	Site Visit	309 S Rowan Ave	Trash/Debris along street
202300394	11/14/2023	Voluntary Abatement	12/21/2023	Site Visit	400 Jordan Ave	Illegal Parking
202300393	11/7/2023	Voluntary Abatement	12/21/2023	Site Visit	610 4th St	Tall grass and weeds
202300392	11/3/2023	Voluntary Abatement	12/21/2023	Site Visit	512 second St	Tall grass and weeds
202300390	10/31/2023	Voluntary Abatement	12/21/2023	Site Visit	813 4th St	Junk Pile
202300387	10/27/2023	Voluntary Abatement	12/21/2023	Site Visit	401 S Rowan Ave	Junk Pile
202300361	10/3/2023	Voluntary Abatement	12/28/2023	Junk Pile	700 4th ST	trash along side of road
202106039	6/18/2021	Voluntary Abatement	12/29/2023	Site Visit	910 S Rowan Ave	High Grass

Group Total: 16

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Total Records: 46

12/29/2023

Activity Log Event Summary (Totals)

Spencer Police Department

(11/30/2023 - 12/28/2023)

<No Event Type Specified>	3	8th Street Ballpark Check	88
911 Hang-Up	5	Administrative Work	73
Alarm - Hold-up	2	Alarm - Other	14
Animal Complaint	1	Assault - In-Progress	2
Assault - Sexual	3	Assist - East Spencer Police	38
Assist - EMS	3	Assist - Fire Department	10
Assist - Motorist/Public	6	Assist - NCHP	1
Assist - Other Agency	5	Assist - Other Officer	69
Assist - Sheriff's Office	16	Business Check-Drive Through	325
Calls For Service (General)	3	Child Abuse/Neglect	1
Community Event	7	Directed Patrol	1
District Attorney's Office	1	Disturbance	12
Disturbance- Verbal	9	Disturbance-Physical	2
Domestic Dispute	6	Drug Offense on School Property	1
Escort - Motorist/Public	1	Follow-up Investigation - Outside County	1
Follow-up Investigation - Outside Town Limits	1	Follow-up Investigation- Spencer	5
Foot Patrol - Business	59	Foot Patrol - Residential	12
Fraud - Report	2	House Check	19
Illegal Burning	1	Juvenile - Runaway	1
Juvenile Complaint	1	Larceny - In-Progress	3
Larceny - Report	3	Maintenance - Equipment	7
Maintenance - Vehicle	26	Meeting	16
Missing Juvenile	1	Missing Person	2
NCTM - Bank Escort	3	NCTM - Drive Through	181
NCTM - Foot Patrol	41	Noise Complaint	2
Ordinance Violation	1	Overdose	3
Park Check	151	Property - Found	1
Property Damage - Report	1	Public Service	21
Robbery - Report	1	School Check - NRES	72
School Check - NRHS	79	School Check - NRMS	79
School Lockdown	1	Security Check/Standby	7
Shots Fired	1	Special Assignment - Other	3
SRO Duties	38	Subpoena Service	2

Activity Log Event Summary (Totals)

Spencer Police Department

(11/30/2023 - 12/28/2023)

Surveillance	2	Suspicious - Activity	10
Suspicious - Person	6	Suspicious - Vehicle	10
Traffic Accident - PD	10	Traffic Accident - PI	1
Traffic Complaint	2	Traffic Control	13
Traffic Enforcement	14	Training - PD	10
Trespassing - In-Progress	5	Trespassing - Report	2
Unlock Vehicle	6	Vehicle Pursuit	2
Vehicle Stop	150	Warrant Service	9
Weapon Possession (Not Firearm) on School Pro	1	Welfare Check	5
Yadkin River Park Check - Davidson County	128	Yadkin River Park Check - Spencer	129

Total Number Of Events: 2,071

January 2024 Monthly Report

Calls for Service: As of 12/4/23-12/31/2023.

Monthly Total: 89

2023 Total: 1240

This equates to a 94% increase in call volume from 2020, with very little increase in staffing levels.

Apparatus:

- Received the '78 Mack on 12/29/23.

Equipment:

- No updates.

Special Events:

- **Awards Banquet-** The Annual Spencer Fire Awards banquet will be on January 6th at 6:00 pm. We will hold this in the Town Hall Board Room. Please feel free to come and bring your family. We only ask that you RSVP to ensure we have enough food.

Personnel:

- Actively seeking additional part-time personnel to assist with shift vacancies. Currently experiencing a 25% vacancy rate.
- Currently have 24 vacant shifts in January. We are already operating below the acceptable staffing levels. Operating with two personnel on a truck is dangerous and prevents staff from operating effectively; operating with only one person is a liability to staff and citizens. This will equate to an additional 288 hours that I will ultimately be responsible for covering on top of my standard 40-hour workweek.

Station:

- No updates

Special Information:

- ***Update: Mr. Deluca recommends that a company like Lexipol review all policies and procedures, ensuring legal and NFPA compliance.***

Currently working with NCLM Risk Manager TJ Deluca to undergo a departmental risk review program. This will consist of reviewing departmental policies, procedures, and practices to ensure we practice the best risk-reduction strategies and adhere to industry standards. Completing this will aid us in providing the best service to our citizens and reduce insurance premium costs provided by NCLM.

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townofspencer.com



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 1/09/2024

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>

January 2024 Board of Alderman Meeting

- 1) Regular services (Sanitation, Brush, Leaves) are running on schedule.
- 2) The Leaf vac will continue to run through the week following New Year's, after this time leaves will need to be bagged for pick-up.
NOTE: Please make sure to stack all leaves, and loose material, on top of the curb and not in the gutter. This is so when it rains the leaves do not wash and stop up the storm drains.
- 3) **Reminder:** Town Offices will be closed on January 15th, to observe the Martin Luther King Jr. Holiday.

Martin Luther King	Monday	January 15 th	*** Monday will run on Tuesday (January 16 th) *** Tuesday will run on Wednesday (January 17 th) *** Wednesday will run on Thursday (January 18 th)
---------------------------	--------	--------------------------	---

- 4) The 2024 Holiday Trash Schedule will be posted to the Town's website, and we have also included a copy in your packet for quick reference. We have found that by posting this schedule in advance, it seems to cause less confusion among citizens.
- 5) We have had an engine issue with the secondary trash truck. We are working with Cummins Atlantic to get the problem resolved, but the first available time to get a mechanic here is January 3rd. We will put it back in service as soon as possible.

6) Update on Chicken Springs Dam:

A meeting was held between the Town, our engineering firm, and DEQ on December 13th. We discussed the existing condition of the dam, along with possible solutions temporary and permanent. We also discussed possible federal funding opportunities, if needed, to rehabilitate the dam. The plan going forward is for us to maintain the condition of the dam and to keep the water level as low as possible. The Engineer's will be doing field work and coming up with options for the pond while completing the Emergency Action Plan (EAP) for the High Hazard designation. DEQ is satisfied with our combined efforts and are willing to work with us without penalty.

- 7) Most of our time this month was spent on clean-up after Winterfest, removing Christmas decorations, picking up the last of the leaves, and doing final clean-ups on our parks and buildings.
- 8) **We still currently have a job opening for a Fleet Mechanic. If anyone knows of somebody who would be interested, please let us know.**
- 9) We are still tweaking the new automated garbage service. We have been looking at the length of the routes each day, and trying to come up with a plan that takes this, and the growth in Town, into consideration. We picked-up 95% of Town with the new truck the week after Christmas, due to the secondary truck being down, and we still have several spots that need specific attention. We have several ideas left to try before making the decision to transition back to a four day trash route.
- 10) **CCAP update:**
We have provided all of the authorization forms to Cindy Safrin, and she has filed for all of the permits necessary to do the creek restoration work. She has checked on their status with DEQ with no reply, so she has resubmitted them, and we will provide an update as information becomes available. Our hopes are that we can break ground right around the first of the year.
- 11) **Since last report:**
There were no abatement's issued and completed this month.
- 12) **Work Orders were completed as necessary, along with several citizen engagement requests.**

Monthly Events:

January 1st
January 15th

New Year's Holiday
Martin Luther King Jr. Holiday

Holiday Trash Schedule for 2024		
Holidays	**Town Hall Closed**	
Martin Luther King	Monday January 15 th	*** Monday will run on Tuesday (January 16 th) *** Tuesday will run on Wednesday (January 17 th) *** Wednesday will run on Thursday (January 18 th)
Good Friday	Friday March 29 th	Town Hall Closed, No change in Trash Schedule
Memorial Day	Monday May 27 th	*** Monday will run on Tuesday (May 28 th) *** Tuesday will run on Wednesday (May 29 th) *** Wednesday will run on Thursday (May 30 th)
July 4th	Thursday July 4 th	No Change in Trash Schedule ***Bulk Items will be picked up on Friday***
Labor Day	Monday September 2 nd	*** Monday will run on Tuesday (September 3 rd) *** Tuesday will run on Wednesday (September 4 th) *** Wednesday will run on Thursday (September 5 th)
Veteran's Day	Monday November 11 th	*** Monday will run on Tuesday (November 12 th) *** Tuesday will run on Wednesday (November 13 th) *** Wednesday will run on Thursday (November 14 th)
Thanksgiving	Thursday / Friday November 28 th & 29 th	Town Hall Closed, No change in Trash Schedule *** NO BULKY ITEM PICK-UP THIS WEEK***
Christmas	Wednesday December 25 th Thursday December 26 th Friday December 27 th	Monday (No Change in Trash Schedule) *** Tuesday and Wednesday will run on Tuesday (Dec. 24 th) *** NO BULKY ITEM PICK-UP THIS WEEK ***
New Year's	Wednesday January 1 st	Monday (No change in Trash Schedule) Tuesday (No change in Trash Schedule) *** Wednesday will run on Thursday (January 2 nd)

*** Denotes change from regular schedule

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 10-GENERAL FUND							
0000-10-Revs							
-							
10-3100-000 TAXES, PRIOR YEARS	\$12,000.00	\$12,000.00	\$0.00	\$5,831.95	\$404.90	\$6,168.05	49
10-3194-000 TAXES, 3RD PRIOR YR	\$4,500.00	\$4,500.00	\$0.00	\$1,056.14	\$441.90	\$3,443.86	23
10-3195-000 TAXES, 2ND PRIOR YR	\$6,000.00	\$6,000.00	\$0.00	\$3,828.21	\$1,478.79	\$2,171.79	64
10-3196-000 TAXES, FIRST PRIOR Y	\$30,000.00	\$30,000.00	\$0.00	\$11,348.74	\$4,209.60	\$18,651.26	38
10-3197-100 AD VALOREM TAXES CUR	\$1,864,765.00	\$1,864,765.00	\$0.00	\$1,375,744.61	\$131,355.72	\$489,020.39	74
10-3197-101 AD VALOREM TAXES VEH	\$131,918.00	\$131,918.00	\$0.00	\$66,905.83	\$22,856.71	\$65,012.17	51
10-3197-180 TAX INTEREST & PENAL	\$15,000.00	\$15,000.00	\$0.00	\$5,860.85	\$1,087.78	\$9,139.15	39
10-3231-000 1% SALES TAX (ART 39	\$429,710.00	\$429,710.00	\$0.00	\$129,679.27	\$33,669.69	\$300,030.73	30
10-3232-000 1/2% SALES TAX (ART	\$258,245.00	\$258,245.00	\$0.00	\$82,770.06	\$19,299.39	\$175,474.94	32
10-3233-000 1/2% SALES TAX (ART	\$211,842.00	\$211,842.00	\$0.00	\$63,883.85	\$16,552.08	\$147,958.15	30
10-3235-000 1/2% SALES TAX (ART	\$350,693.00	\$350,693.00	\$0.00	\$115,931.06	\$26,450.17	\$234,761.94	33
10-3317-004 STATE DRUG SEIZURE R	\$0.00	\$0.00	\$0.00	\$10.21	\$0.00	\$10.21	0
10-3322-000 BEER & WINE TAX	\$14,059.00	\$14,059.00	\$0.00	\$0.00	\$0.00	\$14,059.00	0
10-3324-000 UTILITY FRANCHISE TA	\$200,000.00	\$200,000.00	\$0.00	\$51,457.87	\$51,457.87	\$148,542.13	26
10-3326-000 SOLID WASTE DISPOSAL	\$2,600.00	\$2,600.00	\$0.00	\$674.80	\$0.00	\$1,925.20	26
10-3431-000 COURT, PKG FEES, REP	\$1,500.00	\$1,500.00	\$0.00	\$693.00	\$108.00	\$807.00	46
10-3437-000 FIRST RESPONDER FEES	\$4,020.00	\$4,020.00	\$0.00	\$4,025.00	\$1,340.00	\$5.00	100
10-3438-000 ROWAN-SALIS SCHOOLS	\$152,662.00	\$229,074.00	\$0.00	\$229,712.27	\$229,712.27	\$638.27	100
10-3439-000 NCTM PAYMENTS	\$29,248.00	\$29,248.00	\$0.00	\$15,418.92	\$5,404.62	\$13,829.08	53
10-3491-000 ZONING FEES	\$10,000.00	\$10,000.00	\$0.00	\$4,167.50	\$825.00	\$5,832.50	42
10-3491-001 LIEN PAYMENTS	\$12,000.00	\$12,000.00	\$0.00	\$9,726.05	\$1,686.00	\$2,273.95	81
10-3500-510 SOL/WASTE COLLECTION	\$220,000.00	\$220,000.00	\$0.00	\$73,529.77	\$0.00	\$146,470.23	33
10-3500-550 YARD WASTE SALES	\$1,000.00	\$1,000.00	\$0.00	\$2,446.00	\$256.00	\$1,446.00	245
10-3831-000 INVESTMENT EARNINGS	\$120,000.00	\$120,000.00	\$0.00	\$46,856.26	\$0.00	\$73,143.74	39
10-3833-002 Donations-Other	\$6,000.00	\$6,500.00	\$0.00	\$28,078.03	\$1,250.00	\$21,578.03	432
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	\$12,000.00	\$12,000.00	\$0.00	\$7,875.95	\$0.00	\$4,124.05	66
10-3838-000 INSURANCE REIMBURSEM	\$0.00	\$3,810.00	\$0.00	\$5,975.68	\$0.00	\$2,165.68	157
10-3839-000 MISCELLANEOUS REVENU	\$25,000.00	\$25,000.00	\$0.00	\$5,071.99	\$4,416.67	\$19,928.01	20
10-3839-001 CIVIL CITATIONS - PO	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0
10-3839-002 CIVIL CITATIONS - LA	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0
10-3841-000 STATE SHARED REVENUE	\$13,800.00	\$13,800.00	\$0.00	\$0.00	\$0.00	\$13,800.00	0
10-3920-000 LEASE PROCEEDS	\$0.00	\$285,000.00	\$0.00	\$291,000.00	\$0.00	\$6,000.00	102
10-3985-000 FEDERAL GRANT - ARPA	\$226,997.00	\$226,997.00	\$0.00	\$96,184.27	\$0.00	\$130,812.73	42
10-3985-002 OTHER GRANTS	\$90,050.00	\$95,050.00	\$0.00	\$0.00	\$0.00	\$95,050.00	0
10-3985-003 GRANTS-STANBACK FORE	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
10-3985-004 STATE GRANTS	\$0.00	\$619,711.00	\$0.00	\$215,942.58	\$15,597.00	\$403,768.42	35
10-3985-005 FEDERAL GRANT	\$414,588.00	\$414,588.00	\$0.00	\$0.00	\$0.00	\$414,588.00	0
10-3991-000 APPROPRIATED FUND BA	\$369,583.00	\$637,487.00	\$0.00	\$0.00	\$0.00	\$637,487.00	0
10-3991-001 APPROPRIATED CAPITAL	\$210,298.00	\$210,298.00	\$0.00	\$0.00	\$0.00	\$210,298.00	0
0000-10-Revs	\$5,475,478.00	\$6,733,815.00	\$0.00	\$2,951,686.72	\$569,860.16	\$3,845,814.66	44

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

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	\$10,281.25	\$0.00	\$14,393.75	42
10-4110-181 FICA	\$1,888.00	\$1,888.00	\$0.00	\$786.75	\$0.00	\$1,101.25	42
10-4110-191 SERVICES-ACCOUNTING	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	\$0.00	\$0.00	100
10-4110-192 SERVICES-LEGAL	\$27,500.00	\$27,500.00	\$0.00	\$9,989.50	\$9,989.50	\$17,510.50	36
10-4110-194 CONTRACT SERVICES	\$49,000.00	\$70,860.00	\$47,052.81	\$20,416.75	\$450.00	\$3,390.44	29
10-4110-212 UNIFORMS	\$280.00	\$280.00	\$0.00	\$0.00	\$0.00	\$280.00	0
10-4110-299 SUPPLIES AND MATERIA	\$1,000.00	\$1,000.00	\$0.00	\$262.48	\$78.75	\$737.52	26
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	\$134.70	\$0.00	\$404.30	25
10-4110-395 TRAINING	\$3,225.00	\$3,225.00	\$436.00	\$2,750.00	\$2,100.00	\$39.00	85
10-4110-451 INSURANCE-PROP/GEN/P	\$2,772.00	\$2,772.00	\$0.00	\$2,772.00	\$0.00	\$0.00	100
10-4110-491 DUES AND SUBSCRIPTIO	\$13,835.00	\$13,835.00	\$0.00	\$14,079.47	\$0.00	(\$244.47)	102
10-4110-570 CO-LAND	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	100
10-4110-600 NONPROFIT GRANTS	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0
10-4110-610 COMMUNITY APPEARANCE	\$13,000.00	\$22,500.00	\$7,155.00	\$2,345.00	\$0.00	\$13,000.00	10
10-4110-620 HISTORIC PRESERVATIO	\$14,500.00	\$14,500.00	\$0.00	\$2,000.00	\$0.00	\$12,500.00	14
10-4110-630 ROWAN COUNTY ELECTIO	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00	0
10-4110-631 ROWAN COUNTY TAX COL	\$22,052.00	\$22,052.00	\$0.00	\$16,925.66	\$1,685.24	\$5,126.34	77
10-4110-640 TOURISM AND EVENTS	\$29,000.00	\$29,000.00	\$595.75	\$10,184.35	\$0.00	\$18,219.90	35
10-4110-930 TRANSFER TO CAPITAL	\$210,298.00	\$210,298.00	\$0.00	\$105,149.00	\$0.00	\$105,149.00	50
10-4110-999 CONTINGENCIES	\$25,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
4110-10-GOVERNING BODY	\$486,564.00	\$517,924.00	\$55,239.56	\$228,076.91	\$14,303.49	\$234,607.53	55

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4130-10-ADMINISTRATION							
10-4130-121 SALARIES/WAGES-REGUL	\$321,873.00	\$321,873.00	\$0.00	\$113,048.01	\$20,577.56	\$208,824.99	35
10-4130-127 SALARIES/WAGES-BONUS	\$5,000.00	\$5,000.00	\$0.00	\$4,000.00	\$4,000.00	\$1,000.00	80
10-4130-181 FICA	\$24,137.00	\$24,137.00	\$0.00	\$8,898.87	\$1,833.36	\$15,238.13	37
10-4130-182 RETIREMENT	\$38,586.00	\$38,586.00	\$0.00	\$13,435.49	\$2,496.20	\$25,150.51	35
10-4130-183 GROUP INSURANCE	\$36,830.00	\$36,830.00	\$0.00	\$17,375.79	\$3,130.33	\$19,454.21	47
10-4130-184 401K CONTRIBUTION	\$13,889.00	\$13,889.00	\$0.00	\$4,558.37	\$780.84	\$9,330.63	33
10-4130-185 WORKERS COMPENSATION	\$736.00	\$736.00	\$0.00	\$736.00	\$0.00	\$0.00	100
10-4130-186 UNEMPLOYMENT	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0
10-4130-193 MEDICAL SERVICES	\$2,765.00	\$2,765.00	\$0.00	\$1,777.50	\$0.00	\$987.50	64
10-4130-194 CONTRACT SERVICES	\$286,985.00	\$286,985.00	\$133,636.05	\$101,287.83	\$32,414.41	\$52,061.12	35
10-4130-198 SERVICES-ENGINEERING	\$35,000.00	\$35,000.00	\$6,420.00	\$7,080.00	\$7,080.00	\$21,500.00	20
10-4130-211 JANITORIAL SUPPLIES	\$1,100.00	\$1,100.00	\$0.00	\$840.15	\$0.00	\$259.85	76
10-4130-212 UNIFORMS	\$320.00	\$320.00	\$0.00	\$56.00	\$0.00	\$264.00	18
10-4130-260 SUPPLIES-OFFICE	\$3,000.00	\$3,000.00	\$413.08	\$1,818.67	\$0.00	\$768.25	61
10-4130-296 SUPPLIES-MEDICAL	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0
10-4130-299 SUPPLIES AND MATERIA	\$3,500.00	\$5,300.00	\$11.54	\$2,262.17	\$355.00	\$3,026.29	43
10-4130-311 TRAVEL	\$6,636.00	\$6,636.00	\$2,001.56	\$544.50	\$360.25	\$4,089.94	8
10-4130-321 TELEPHONE AND INTERN	\$6,076.00	\$6,076.00	\$0.00	\$2,596.88	\$193.83	\$3,479.12	43
10-4130-325 POSTAGE	\$2,322.00	\$2,322.00	\$0.00	\$606.70	\$0.00	\$1,715.30	26
10-4130-331 UTILITIES	\$25,728.00	\$25,728.00	\$0.00	\$12,544.72	\$2,357.57	\$13,183.28	49
10-4130-341 PRINTING	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
10-4130-351 MAINTENANCE-BUILDING	\$22,500.00	\$24,795.00	\$349.32	\$4,681.46	\$0.00	\$19,764.22	19
10-4130-370 ADVERTISING	\$4,300.00	\$4,300.00	\$399.00	\$2,183.49	\$1,205.82	\$1,717.51	51
10-4130-395 TRAINING	\$10,653.00	\$10,653.00	\$1,255.00	\$5,669.28	\$721.00	\$3,728.72	53
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	\$5,275.00	\$5,275.00	\$1,561.27	\$1,703.65	\$0.00	\$2,010.08	32
10-4130-440 MAINTENANCE CONTRACT	\$22,096.00	\$22,096.00	\$7,483.80	\$13,017.43	\$2,734.45	\$1,594.77	59
10-4130-441 LICENSE FEE	\$29,903.00	\$29,903.00	\$0.00	\$19,657.00	\$0.00	\$10,246.00	66
10-4130-451 INSURANCE-PROP/GEN/P	\$8,942.00	\$8,942.00	\$0.00	\$6,746.11	\$0.00	\$2,195.89	75
10-4130-453 INSURANCE - BONDS	\$1,248.00	\$1,248.00	\$0.00	\$1,248.00	\$0.00	\$0.00	100
10-4130-491 DUES AND SUBSCRIPTIO	\$3,408.00	\$3,408.00	\$0.00	\$1,221.00	\$0.00	\$2,187.00	36
10-4130-499 MISCELLANEOUS	\$1,463.00	\$1,463.00	\$0.00	\$222.00	\$52.00	\$1,241.00	15
10-4130-550 CAP. OUTLAY-OTHER EQ	\$1,500.00	\$32,700.00	\$0.00	\$30,199.00	\$0.00	\$2,501.00	92
10-4130-710 PRINICIPAL	\$69,631.00	\$69,631.00	\$0.00	\$0.00	\$0.00	\$69,631.00	0
10-4130-720 INTEREST	\$58,765.00	\$58,765.00	\$0.00	\$0.00	\$0.00	\$58,765.00	0
10-4130-999 CREDIT CARD CHARGES	\$0.00	\$0.00	\$0.00	\$16,615.99	\$12,815.99	(\$16,615.99)	0
4130-10-ADMINISTRATION	\$1,060,267.00	\$1,095,562.00	\$153,530.62	\$396,632.06	\$93,108.61	\$545,399.32	50

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4310-10-POLICE OPERATIONS							
-							
10-4310-121 SALARIES/WAGES-REGUL	\$904,575.00	\$952,843.00	\$0.00	\$393,521.28	\$70,123.40	\$559,321.72	41
10-4310-122 SALARIES/WAGES-OVERT	\$5,000.00	\$5,000.00	\$0.00	\$2,579.44	\$0.00	\$2,420.56	52
10-4310-126 PART-TIME/TEMPORARY	\$19,314.00	\$19,314.00	\$0.00	\$4,571.88	\$2,016.50	\$14,742.12	24
10-4310-127 SALARIES/WAGES-BONUS	\$21,000.00	\$22,000.00	\$0.00	\$18,500.00	\$18,500.00	\$3,500.00	84
10-4310-131 SUPPLEMENTAL LAW RET	\$7,135.00	\$7,135.00	\$0.00	\$3,143.87	\$546.76	\$3,991.13	44
10-4310-181 FICA	\$69,362.00	\$73,131.00	\$0.00	\$31,172.80	\$6,771.01	\$41,958.20	43
10-4310-182 RETIREMENT	\$122,505.00	\$129,422.00	\$0.00	\$54,870.94	\$9,753.41	\$74,551.06	42
10-4310-183 GROUP INSURANCE	\$138,884.00	\$147,733.00	\$0.00	\$60,304.68	\$14,106.50	\$87,428.32	41
10-4310-184 401K CONTRIBUTION	\$43,612.00	\$46,075.00	\$0.00	\$18,380.23	\$3,250.56	\$27,694.77	40
10-4310-185 WORKERS COMPENSATION	\$23,807.00	\$24,984.00	\$0.00	\$24,568.27	\$761.27	\$415.73	98
10-4310-193 SERVICES-MEDICAL	\$2,425.00	\$2,425.00	\$350.00	\$1,235.00	\$0.00	\$840.00	51
10-4310-194 CONTRACT SERVICES	\$13,750.00	\$13,750.00	\$0.00	\$785.00	\$0.00	\$12,965.00	6
10-4310-212 UNIFORMS	\$17,410.00	\$17,910.00	\$3,762.80	\$1,950.34	\$0.00	\$12,196.86	11
10-4310-213 SUPPLIES-SAFETY	\$3,725.00	\$3,725.00	\$0.00	\$748.92	\$143.76	\$2,976.08	20
10-4310-251 MOTOR FUEL AND LUBRI	\$40,360.00	\$42,360.00	\$14,393.73	\$20,502.74	\$3,280.07	\$7,463.53	48
10-4310-260 SUPPLIES-OFFICE	\$1,700.00	\$1,700.00	\$0.00	\$161.37	\$0.00	\$1,538.63	9
10-4310-291 SUPPLIES-DATA PROCES	\$5,284.00	\$5,284.00	\$2,289.95	\$0.00	\$0.00	\$2,994.05	0
10-4310-296 SUPPLIES-MEDICAL	\$1,420.00	\$1,420.00	\$0.00	\$0.00	\$0.00	\$1,420.00	0
10-4310-299 SUPPLIES AND MATERIA	\$15,441.00	\$18,001.00	\$3,614.00	\$495.93	\$0.00	\$13,891.07	3
10-4310-311 TRAVEL	\$1,500.00	\$1,500.00	\$534.60	\$884.73	\$0.00	\$80.67	59
10-4310-321 TELEPHONE AND INTERN	\$17,672.00	\$17,672.00	\$0.00	\$4,491.01	\$79.32	\$13,180.99	25
10-4310-329 OTHER COMMUNICATION	\$4,240.00	\$4,240.00	\$2,310.00	\$1,980.00	\$330.00	(\$50.00)	47
10-4310-341 PRINTING	\$300.00	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0
10-4310-352 MAINTENANCE-EQUIPMEN	\$3,000.00	\$3,000.00	\$0.00	\$752.83	\$0.00	\$2,247.17	25
10-4310-353 MAINTENANCE-VEHICLES	\$6,000.00	\$10,310.00	\$1,145.74	\$7,074.70	\$761.99	\$2,089.56	69
10-4310-395 TRAINING	\$7,100.00	\$7,600.00	\$554.09	\$1,781.84	\$0.00	\$5,264.07	23
10-4310-440 MAINTENANCE CONTRACT	\$26,947.00	\$26,947.00	\$2,283.35	\$15,951.90	\$774.05	\$8,711.75	59
10-4310-441 LICENSE FEE	\$8,774.00	\$9,243.00	\$0.00	\$8,556.30	\$4,470.00	\$686.70	93
10-4310-451 INSURANCE-PROP/GEN/P	\$22,198.00	\$22,198.00	\$0.00	\$22,198.00	\$0.00	\$0.00	100
10-4310-452 INSURANCE-VEHICLES	\$17,982.00	\$17,982.00	\$0.00	\$21,284.30	\$0.00	(\$3,302.30)	118
10-4310-491 DUES AND SUBSCRIPTIO	\$700.00	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0
10-4310-499 MISCELLANEOUS	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
10-4310-521 CO-SOFTWARE	\$3,060.00	\$3,060.00	\$0.00	\$3,060.00	\$3,060.00	\$0.00	100
10-4310-540 CO-VEHICLES	\$0.00	\$51,712.00	\$49,048.25	\$2,552.16	\$0.00	\$111.59	5
10-4310-550 CAP.OUTLAY-OTHER EQU	\$0.00	\$37,081.00	\$19,239.13	\$18,232.99	\$9,459.69	(\$391.12)	49
4310-10-POLICE OPERATIONS	\$1,577,182.00	\$1,748,757.00	\$99,525.64	\$746,293.45	\$148,188.29	\$902,937.91	48

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

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	\$462,913.00	\$462,913.00	\$0.00	\$102,227.20	\$18,208.63	\$360,685.80	22
10-4340-122 OVERTIME	\$20,000.00	\$20,000.00	\$0.00	\$9,026.28	\$1,043.67	\$10,973.72	45
10-4340-126 PART-TIME/TEMPORARY	\$151,481.00	\$151,481.00	\$0.00	\$52,471.13	\$8,703.00	\$99,009.87	35
10-4340-127 SALARIES/WAGES-BONUS	\$15,500.00	\$15,500.00	\$0.00	\$11,000.00	\$11,000.00	\$4,500.00	71
10-4340-181 FICA	\$48,265.00	\$48,265.00	\$0.00	\$13,188.22	\$2,954.28	\$35,076.78	27
10-4340-182 RETIREMENT	\$61,185.00	\$61,185.00	\$0.00	\$13,250.15	\$2,336.86	\$47,934.85	22
10-4340-183 GROUP INSURANCE	\$96,100.00	\$96,100.00	\$0.00	\$21,707.87	\$3,011.36	\$74,392.13	23
10-4340-184 401K CONTRIBUTION	\$23,235.00	\$23,235.00	\$0.00	\$4,300.84	\$747.45	\$18,934.16	19
10-4340-185 WORKERS COMPENSATION	\$20,950.00	\$20,950.00	\$0.00	\$18,489.95	\$761.27	\$2,460.05	88
10-4340-194 CONTRACT SERVICES	\$7,071.00	\$7,071.00	\$0.00	\$630.00	\$0.00	\$6,441.00	9
10-4340-211 JANITORIAL SUPPLIES	\$1,500.00	\$1,500.00	\$0.00	\$553.76	\$0.00	\$946.24	37
10-4340-212 UNIFORMS	\$27,725.00	\$27,725.00	\$509.97	\$589.56	\$409.59	\$26,625.47	2
10-4340-213 SUPPLIES-SAFETY	\$35,250.00	\$41,575.00	\$6,325.00	\$6,975.80	\$0.00	\$28,274.20	17
10-4340-230 SUPPLIES-EDUCATIONAL	\$5,490.00	\$5,990.00	\$316.95	\$6,916.13	\$3,800.00	(\$1,243.08)	115
10-4340-251 MOTOR FUEL AND LUBRI	\$14,400.00	\$14,400.00	\$5,637.78	\$7,874.08	\$1,116.16	\$888.14	55
10-4340-260 SUPPLIES-OFFICE	\$1,500.00	\$1,500.00	\$1,606.00	\$490.50	\$0.00	(\$596.50)	33
10-4340-270 DUES & SUBSCRIPTIONS	\$425.00	\$425.00	\$0.00	\$0.00	\$0.00	\$425.00	0
10-4340-292 SAFETY SUPPLIES	\$0.00	\$0.00	\$378.00	\$0.00	\$0.00	(\$378.00)	0
10-4340-296 SUPPLIES-MEDICAL	\$3,000.00	\$5,146.00	\$394.80	\$223.34	\$0.00	\$4,527.86	4
10-4340-299 SUPPLIES AND MATERIA	\$2,200.00	\$2,200.00	\$510.70	\$164.59	\$0.00	\$1,524.71	7
10-4340-311 TRAVEL	\$2,300.00	\$2,300.00	\$0.00	\$0.00	\$0.00	\$2,300.00	0
10-4340-321 TELEPHONE AND INTE	\$8,410.00	\$8,410.00	\$0.00	\$3,077.58	\$304.52	\$5,332.42	37
10-4340-331 UTILITIES	\$10,392.00	\$10,392.00	\$0.00	\$4,168.11	\$735.12	\$6,223.89	40
10-4340-351 MAINTENANCE-BUILDING	\$12,000.00	\$12,000.00	\$326.38	\$1,374.10	\$669.57	\$10,299.52	11
10-4340-352 MAINTENANCE-EQUIPMEN	\$5,000.00	\$5,000.00	\$0.00	\$1,032.86	\$0.00	\$3,967.14	21
10-4340-353 MAINTENANCE-VEHICLES	\$23,000.00	\$23,916.00	\$7.47	\$8,964.82	\$78.68	\$14,943.71	37
10-4340-354 MAINTENANCE-GROUNDS	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
10-4340-395 TRAINING	\$11,300.00	\$13,447.00	\$2,147.00	\$1,278.62	\$0.00	\$10,021.38	10
10-4340-440 MAINTENANCE CONTRACT	\$2,580.00	\$2,580.00	\$0.00	\$956.80	\$123.20	\$1,623.20	37
10-4340-441 LICENSE FEE	\$3,766.00	\$3,766.00	\$1,518.80	\$1,795.00	\$0.00	\$452.20	48
10-4340-451 INSURANCE-PROP/GEN/P	\$6,509.00	\$6,509.00	\$0.00	\$6,509.00	\$0.00	\$0.00	100
10-4340-452 INSURANCE - VEHICLES	\$4,349.00	\$4,349.00	\$0.00	\$4,348.53	\$0.00	\$0.47	100
10-4340-491 DUES AND SUBSCRIPTIO	\$2,536.00	\$2,536.00	\$0.00	\$0.00	\$0.00	\$2,536.00	0
10-4340-499 MISCELLANEOUS	\$1,000.00	\$1,000.00	\$0.00	\$750.75	\$0.00	\$249.25	75
10-4340-550 CO-EQUIPMENT	\$0.00	\$17,114.00	\$45.76	\$17,068.22	\$0.00	\$0.02	100
10-4340-750 LEASE PAYMENTS	\$18,251.00	\$18,251.00	\$0.00	\$18,250.71	\$0.00	\$0.29	100
4340-10-FIRE OPERATIONS	\$1,110,583.00	\$1,139,731.00	\$19,724.61	\$339,654.50	\$56,003.36	\$780,351.89	32

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4510-10-STREETS OPERATIONS							
-							
10-4510-121 SALARIES/WAGES-REGUL	\$213,364.00	\$213,364.00	\$0.00	\$59,609.15	\$10,233.47	\$153,754.85	28
10-4510-122 SALARIES/WAGES-OVERT	\$2,000.00	\$2,000.00	\$0.00	\$1,299.95	\$151.79	\$700.05	65
10-4510-126 PART-TIME/TEMPORARY	\$16,088.00	\$16,088.00	\$0.00	\$6,607.32	\$1,233.80	\$9,480.68	41
10-4510-127 SALARIES/WAGES-BONUS	\$5,900.00	\$5,900.00	\$0.00	\$5,800.00	\$5,800.00	\$100.00	98
10-4510-181 FICA	\$17,164.00	\$17,164.00	\$0.00	\$5,300.57	\$1,275.47	\$11,863.43	31
10-4510-182 RETIREMENT	\$28,965.00	\$28,965.00	\$0.00	\$7,839.13	\$1,340.75	\$21,125.87	27
10-4510-183 GROUP INSURANCE	\$45,174.00	\$45,174.00	\$0.00	\$21,667.72	\$4,171.01	\$23,506.28	48
10-4510-184 401K CONTRIBUTION	\$7,471.00	\$7,471.00	\$0.00	\$2,661.52	\$436.74	\$4,809.48	36
10-4510-185 WORKERS COMPENSATION	\$10,413.00	\$10,413.00	\$0.00	\$10,413.00	\$0.00	\$0.00	100
10-4510-194 CONTRACTED SERVICES	\$0.00	\$619,711.00	\$379,393.17	\$220,952.41	\$5,010.00	\$19,365.42	36
10-4510-211 JANITORIAL SUPPLIES	\$750.00	\$750.00	\$0.00	\$298.15	\$0.00	\$451.85	40
10-4510-212 UNIFORMS	\$4,000.00	\$4,000.00	\$0.00	\$2,134.58	\$237.94	\$1,865.42	53
10-4510-213 SUPPLIES-SAFETY	\$3,150.00	\$3,150.00	\$0.00	\$483.74	\$0.00	\$2,666.26	15
10-4510-251 MOTOR FUEL AND LUBRI	\$19,440.00	\$19,440.00	\$476.03	\$10,896.13	\$84.45	\$8,067.84	56
10-4510-260 SUPPLIES-OFFICE	\$250.00	\$250.00	\$0.00	\$50.77	\$0.00	\$199.23	20
10-4510-299 SUPPLIES AND MATERIA	\$6,600.00	\$6,600.00	\$0.00	\$2,389.74	\$199.45	\$4,210.26	36
10-4510-311 TRAVEL	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0
10-4510-321 TELEPHONE AND INTERN	\$2,244.00	\$2,244.00	\$0.00	\$646.45	\$25.08	\$1,597.55	29
10-4510-329 OTHER COMMUNICATION	\$120.00	\$120.00	\$0.00	\$0.00	\$0.00	\$120.00	0
10-4510-331 UTILITIES	\$53,844.00	\$53,844.00	\$0.00	\$24,634.94	\$4,835.26	\$29,209.06	46
10-4510-351 MAINTENANCE-BUILDING	\$4,000.00	\$4,000.00	\$0.00	\$228.47	\$0.00	\$3,771.53	6
10-4510-352 MAINTENANCE-EQUIPMEN	\$4,000.00	\$4,000.00	\$158.74	\$2,870.61	\$11.10	\$970.65	72
10-4510-353 MAINTENANCE-VEHICLES	\$9,500.00	\$9,500.00	\$12,091.97	\$1,208.09	\$70.20	(\$3,800.06)	13
10-4510-354 MAINTENANCE GROUNDS	\$18,000.00	\$18,000.00	\$0.00	\$9,297.00	\$0.00	\$8,703.00	52
10-4510-356 MAINTENANCE-STREETS	\$2,500.00	\$2,500.00	\$90.00	\$485.00	\$0.00	\$1,925.00	19
10-4510-440 MAINTENANCE CONTRACT	\$1,304.00	\$1,304.00	\$0.00	\$426.25	\$62.85	\$877.75	33
10-4510-451 INSURANCE-PRO/GEN/PR	\$2,690.00	\$2,690.00	\$0.00	\$2,690.00	\$0.00	\$0.00	100
10-4510-452 INSURANCE - VEHICLES	\$3,191.00	\$3,191.00	\$0.00	\$3,190.85	\$0.00	\$0.15	100
10-4510-491 DUES & SUBSCRIPTIONS	\$400.00	\$400.00	\$0.00	\$375.00	\$0.00	\$25.00	94
10-4510-499 MISCELLANEOUS	\$1,480.00	\$1,480.00	\$0.00	\$569.66	\$569.66	\$910.34	38
10-4510-550 CAP.OUTLAY-OTHER EQU	\$18,300.00	\$18,300.00	\$40.00	\$17,579.31	\$0.00	\$680.69	96
4510-10-STREETS OPERATIONS	\$502,402.00	\$1,122,113.00	\$392,249.91	\$422,605.51	\$35,749.02	\$307,257.58	73

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
4710-10-SOLID/YARD OPERATIONS							
-							
10-4710-121 SALARIES/WAGES-REGUL	\$185,941.00	\$185,941.00	\$0.00	\$102,377.97	\$17,173.73	\$83,563.03	55
10-4710-122 SALARIES/WAGES-OVERT	\$2,500.00	\$2,500.00	\$0.00	\$1,397.15	\$152.90	\$1,102.85	56
10-4710-127 SALARIES/WAGES-BONUS	\$4,400.00	\$4,400.00	\$0.00	\$3,500.00	\$3,500.00	\$900.00	80
10-4710-181 FICA	\$13,947.00	\$13,947.00	\$0.00	\$7,786.19	\$1,516.35	\$6,160.81	56
10-4710-182 RETIREMENT	\$23,537.00	\$23,537.00	\$0.00	\$13,462.78	\$2,244.01	\$10,074.22	57
10-4710-183 GROUP INSURANCE	\$38,143.00	\$38,143.00	\$0.00	\$19,861.92	\$3,878.24	\$18,281.08	52
10-4710-184 401K CONTRIBUTION	\$5,557.00	\$5,557.00	\$0.00	\$3,558.24	\$576.67	\$1,998.76	64
10-4710-185 WORKERS COMPENSATION	\$8,348.00	\$8,348.00	\$0.00	\$8,348.00	\$0.00	\$0.00	100
10-4710-194 CONTRACT SERVICES	\$24,000.00	\$28,995.00	\$314.23	\$22,571.96	\$2,032.86	\$6,108.81	78
10-4710-211 JANITORIAL SUPPLIES	\$500.00	\$500.00	\$0.00	\$298.15	\$0.00	\$201.85	60
10-4710-212 UNIFORMS	\$5,000.00	\$5,000.00	\$0.00	\$2,829.52	\$315.42	\$2,170.48	57
10-4710-213 SAFETY SUPPLIES	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0
10-4710-230 SUPPLIES-EDUCATIONAL	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0
10-4710-251 MOTOR FUEL AND LUBRI	\$13,452.00	\$13,452.00	\$317.35	\$7,264.07	\$56.30	\$5,870.58	54
10-4710-299 SUPPLIES AND MATERIA	\$12,000.00	\$12,000.00	\$0.00	\$11,905.86	\$0.00	\$94.14	99
10-4710-321 TELEPHONE AND INTERN	\$1,304.00	\$1,304.00	\$0.00	\$675.32	\$80.46	\$628.68	52
10-4710-352 MAINTENANCE-EQUIPMEN	\$3,950.00	\$3,950.00	\$0.00	\$3,104.65	\$53.07	\$845.35	79
10-4710-353 MAINTENANCE-VEHILCES	\$6,000.00	\$6,000.00	\$0.00	\$2,767.14	\$214.50	\$3,232.86	46
10-4710-370 ADVERTISING	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	0
10-4710-395 TRAINING	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0
10-4710-397 LANDFILL SER TIPPING	\$57,000.00	\$57,000.00	\$0.00	\$25,907.07	\$4,742.88	\$31,092.93	45
10-4710-440 MAINTENANCE CONTRACT	\$200.00	\$200.00	\$0.00	\$61.80	\$0.00	\$138.20	31
10-4710-451 INSURANCE-PROP/GEN/P	\$2,073.00	\$2,073.00	\$0.00	\$2,073.00	\$0.00	\$0.00	100
10-4710-452 INSURANCE-VEHICLES	\$3,764.00	\$3,764.00	\$0.00	\$5,443.94	\$0.00	(\$1,679.94)	145
10-4710-540 CAP OUT-MOTOR VEH	\$0.00	\$360,814.00	\$0.00	\$363,402.67	\$0.00	(\$2,588.67)	101
10-4710-750 LEASE PAYMENTS	\$37,909.00	\$37,909.00	\$0.00	\$2,314.59	\$0.00	\$35,594.41	6
4710-10-SOLID/YARD OPERATIONS	\$452,375.00	\$818,184.00	\$631.58	\$610,911.99	\$36,537.39	\$206,640.43	75

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
6110-10-LIBRARY							
-							
10-6110-126 PART-TIME/TEMPORARY	\$16,835.00	\$16,835.00	\$0.00	\$6,922.23	\$1,212.88	\$9,912.77	41
10-6110-127 SALARIES/WAGES-BONUS	\$500.00	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00	100
10-6110-181 FICA	\$1,260.00	\$1,260.00	\$0.00	\$567.82	\$131.04	\$692.18	45
10-6110-194 CONTRACT SERVICES	\$2,000.00	\$2,000.00	\$0.00	\$1,000.00	\$500.00	\$1,000.00	50
10-6110-260 SUPPLIES-OFFICE	\$600.00	\$600.00	\$0.00	\$111.70	\$0.00	\$488.30	19
10-6110-299 SUPPLIES	\$2,050.00	\$2,050.00	\$0.00	\$784.97	\$0.00	\$1,265.03	38
10-6110-311 TRAVEL	\$200.00	\$200.00	\$0.00	\$214.32	\$0.00	(\$14.32)	107
10-6110-321 TELEPHONE AND INTERN	\$2,249.00	\$2,249.00	\$0.00	\$560.83	\$0.00	\$1,688.17	25
10-6110-331 UTILITIES	\$9,264.00	\$9,264.00	\$0.00	\$3,732.44	\$647.61	\$5,531.56	40
10-6110-351 MAINTENANCE-BUILDING	\$0.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	100
10-6110-370 ADVERTISING	\$300.00	\$300.00	\$0.00	\$8.00	\$0.00	\$292.00	3
10-6110-395 TRAINING	\$250.00	\$250.00	\$0.00	\$135.00	\$0.00	\$115.00	54
10-6110-440 MAINTENANCE CONTRACT	\$1,791.00	\$1,791.00	\$0.00	\$1,227.20	\$37.20	\$563.80	69
10-6110-451 INSURANCE-PRO/GEN/PR	\$2,292.00	\$2,292.00	\$0.00	\$2,292.00	\$0.00	\$0.00	100
10-6110-491 DUES & SUBSCRIPTIONS	\$360.00	\$360.00	\$0.00	\$300.00	\$0.00	\$60.00	83
6110-10-LIBRARY	\$39,951.00	\$42,451.00	\$0.00	\$20,856.51	\$3,028.73	\$21,594.49	49

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
6120-10-RECREATION							
-							
10-6120-299 SUPPLIES AND MATERIA	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0
10-6120-331 UTILITIES	\$5,172.00	\$5,172.00	\$0.00	\$1,449.41	\$234.69	\$3,722.59	28
10-6120-357 MAINTENANCE-PARKS AN	\$11,100.00	\$14,039.00	\$1,522.24	\$3,054.33	\$210.86	\$9,462.43	22
10-6120-359 MAINT. & REPAIR - OT	\$0.00	\$0.00	\$0.00	\$900.00	\$0.00	(\$900.00)	0
10-6120-451 INSURANCE-PROP/GEN/P	\$132.00	\$132.00	\$0.00	\$132.00	\$0.00	\$0.00	100
10-6120-625 SENIOR CITIZENS COUN	\$4,000.00	\$4,000.00	\$0.00	\$4,395.00	\$4,000.00	(\$395.00)	110
10-6120-850 TRANSFER TO PROJECTS	\$225,000.00	\$225,000.00	\$0.00	\$0.00	\$0.00	\$225,000.00	0
6120-10-RECREATION	\$246,154.00	\$249,093.00	\$1,522.24	\$9,930.74	\$4,445.55	\$237,640.02	5

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

Account		Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 10-GENERAL FUND								
	FundRevTot	\$5,475,478.00	\$6,733,815.00	\$0.00	\$2,951,686.72	\$569,860.16	\$3,845,814.66	44
	FundExpTot	\$5,475,478.00	\$6,733,815.00	\$722,424.16	\$2,774,961.67	\$391,364.44	\$3,236,429.17	52
Grand Totals:	TotalRev	\$5,475,478.00	\$6,733,815.00	\$0.00	\$2,951,686.72	\$569,860.16	\$3,845,814.66	44
	TotalExp	\$5,475,478.00	\$6,733,815.00	\$722,424.16	\$2,774,961.67	\$391,364.44	\$3,236,429.17	52

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 20-POWELL BILL							
0000-20-Revs							
-							
20-3328-000 POWELL BILL REVENUE	\$111,000.00	\$111,000.00	\$0.00	\$123,205.74	\$67,970.87	\$12,205.74	111
20-3831-000 INVESTMENT EARNINGS	\$13,000.00	\$13,000.00	\$0.00	\$5,590.37	\$0.00	\$7,409.63	43
20-3991-000 APPROPRIATED FUND BA	\$50,000.00	\$270,000.00	\$0.00	\$0.00	\$0.00	\$270,000.00	0
0000-20-Revs	\$174,000.00	\$394,000.00	\$0.00	\$128,796.11	\$67,970.87	\$289,615.37	33
4510-20-STREETS OPERATIONS							
-							
20-4510-121 SALARIES/WAGES-REGUL	\$11,512.00	\$11,512.00	\$0.00	\$5,090.61	\$887.74	\$6,421.39	44
20-4510-127 SALARIES/WAGES-BONUS	\$200.00	\$200.00	\$0.00	\$200.00	\$200.00	\$0.00	100
20-4510-181 FICA	\$846.00	\$846.00	\$0.00	\$404.77	\$83.22	\$441.23	48
20-4510-182 RETIREMENT	\$1,428.00	\$1,428.00	\$0.00	\$657.16	\$114.60	\$770.84	46
20-4510-183 GROUP INSURANCE	\$1,838.00	\$1,838.00	\$0.00	\$771.44	\$149.03	\$1,066.56	42
20-4510-184 401K CONTRIBUTION	\$553.00	\$553.00	\$0.00	\$254.49	\$44.38	\$298.51	46
20-4510-198 SERVICES-ENGINEERING	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	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
20-4510-580 CO-INFRASTRUCTURE	\$115,623.00	\$335,623.00	\$0.00	\$293,504.95	\$0.00	\$42,118.05	87
4510-20-STREETS OPERATIONS	\$174,000.00	\$394,000.00	\$0.00	\$300,883.42	\$1,478.97	\$93,116.58	76
Reporting Fund: 20-POWELL BILL							
FundRevTot	\$174,000.00	\$394,000.00	\$0.00	\$128,796.11	\$67,970.87	\$289,615.37	33
FundExpTot	\$174,000.00	\$394,000.00	\$0.00	\$300,883.42	\$1,478.97	\$93,116.58	76
Grand Totals:							
TotalRev	\$174,000.00	\$394,000.00	\$0.00	\$128,796.11	\$67,970.87	\$289,615.37	33
TotalExp	\$174,000.00	\$394,000.00	\$0.00	\$300,883.42	\$1,478.97	\$93,116.58	76

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

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							
-							
30-3835-000 SALES - FIXED ASSETS	\$0.00	\$20,500.00	\$0.00	\$0.00	\$0.00	\$20,500.00	0
30-3920-000 LEASE FINANCING	\$0.00	\$893,821.00	\$0.00	\$0.00	\$0.00	\$893,821.00	0
30-3984-010 GENERAL FUND CONTRIB	\$210,298.00	\$210,298.00	\$0.00	\$105,149.00	\$0.00	\$105,149.00	50
30-3991-000 APPROPRIATED FUND BA	\$0.00	\$58,163.00	\$0.00	\$0.00	\$0.00	\$58,163.00	0
0000-30-Revs	\$210,298.00	\$1,182,782.00	\$0.00	\$105,149.00	\$0.00	\$1,077,633.00	9
4110-30-GOVERNING BODY							
-							
30-4110-570 CO - LAND	\$59,000.00	\$59,000.00	\$0.00	\$0.00	\$0.00	\$59,000.00	0
4110-30-GOVERNING BODY	\$59,000.00	\$59,000.00	\$0.00	\$0.00	\$0.00	\$59,000.00	0
4130-30-ADMINISTRATION							
-							
30-4130-291 SUPPLIES - DATA PROC	\$1,075.00	\$1,075.00	\$0.00	\$0.00	\$0.00	\$1,075.00	0
4130-30-ADMINISTRATION	\$1,075.00	\$1,075.00	\$0.00	\$0.00	\$0.00	\$1,075.00	0
4310-30-POLICE OPERATIONS							
-							
30-4310-291 SUPPLIES - DATA PROC	\$7,325.00	\$7,325.00	\$4,873.27	\$0.00	\$0.00	\$2,451.73	0
30-4310-540 CO - VEHICLES	\$85,349.00	\$148,185.00	\$2,377.43	\$137,694.84	\$28,540.25	\$8,112.73	93
30-4310-550 CO - OTHER EQUIP	\$50,149.00	\$67,977.00	\$23,959.56	\$22,891.19	\$8,848.38	\$21,126.25	34
4310-30-POLICE OPERATIONS	\$142,823.00	\$223,487.00	\$31,210.26	\$160,586.03	\$37,388.63	\$31,690.71	86
4340-30-FIRE OPERATIONS							
-							
30-4340-540 CO - VEHICLES	\$0.00	\$891,820.00	\$891,820.00	\$0.00	\$0.00	\$0.00	0
4340-30-FIRE OPERATIONS	\$0.00	\$891,820.00	\$891,820.00	\$0.00	\$0.00	\$0.00	0
4510-30-STREETS OPERATIONS							
-							
30-4510-291 SUPPLIES - DATA PROC	\$1,075.00	\$1,075.00	\$0.00	\$0.00	\$0.00	\$1,075.00	0
4510-30-STREETS OPERATIONS	\$1,075.00	\$1,075.00	\$0.00	\$0.00	\$0.00	\$1,075.00	0
4710-30-SOLID/YARD OPERATIONS							
-							
30-4710-550 CO-OTHER EQUIPMENT	\$6,325.00	\$6,325.00	\$0.00	\$0.00	\$0.00	\$6,325.00	0
4710-30-SOLID/YARD OPERATIONS	\$6,325.00	\$6,325.00	\$0.00	\$0.00	\$0.00	\$6,325.00	0
6110-30-LIBRARY							
-							
30-6110-291 SUPPLIES - DATA PROC	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00	(\$1,200.00)	0
6110-30-LIBRARY	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00	(\$1,200.00)	0
Reporting Fund: 30-CAPITAL RESERVE AND REPLACEMENT FUND							
FundRevTot	\$210,298.00	\$1,182,782.00	\$0.00	\$105,149.00	\$0.00	\$1,077,633.00	9
FundExpTot	\$210,298.00	\$1,182,782.00	\$923,030.26	\$161,786.03	\$37,388.63	\$97,965.71	92
Grand Totals:							
TotalRev	\$210,298.00	\$1,182,782.00	\$0.00	\$105,149.00	\$0.00	\$1,077,633.00	9
TotalExp	\$210,298.00	\$1,182,782.00	\$923,030.26	\$161,786.03	\$37,388.63	\$97,965.71	92

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2023-12-28

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	\$35,000.00	\$10,000.00	\$35,000.00	0
0000-70-Revs	\$0.00	\$0.00	\$0.00	\$35,000.00	\$10,000.00	\$35,000.00	0
4130-70-ADMINISTRATION							
-							
70-4130-187 INSURANCE REIMBURSEM	\$0.00	\$0.00	\$0.00	\$26,694.98	\$0.00	(\$26,694.98)	0
4130-70-ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$26,694.98	\$0.00	(\$26,694.98)	0
Reporting Fund: 70-HEALTH INSURANCE REIMBURSEMENT							
FundRevTot	\$0.00	\$0.00	\$0.00	\$35,000.00	\$10,000.00	\$35,000.00	0
FundExpTot	\$0.00	\$0.00	\$0.00	\$26,694.98	\$0.00	(\$26,694.98)	0
Grand Totals:							
TotalRev	\$0.00	\$0.00	\$0.00	\$35,000.00	\$10,000.00	\$35,000.00	0
TotalExp	\$0.00	\$0.00	\$0.00	\$26,694.98	\$0.00	(\$26,694.98)	0

Town of Spencer

Fiscal Period - YADKIN RIVER TRAILHEAD Date Range - 2020-07-01 - 2023-12-28

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	\$631,974.00	\$0.00	\$537,474.40	\$11,500.00	\$94,499.60	85
90-3985-850 GENERAL FUND TRANSFE	\$114,258.00	\$185,258.00	\$0.00	\$185,258.00	\$0.00	\$0.00	100
0000-90-Revs	\$134,817.00	\$817,232.00	\$0.00	\$722,732.40	\$11,500.00	\$94,499.60	88
4130-90-ADMINISTRATION							
-							
90-4130-370 ADVERTISING	\$0.00	\$405.00	\$0.00	\$156.35	\$0.00	\$248.65	39
4130-90-ADMINISTRATION	\$0.00	\$405.00	\$0.00	\$156.35	\$0.00	\$248.65	39
Reporting Fund: 90-YADKIN RIVER TRAIL							
FundRevTot	\$134,817.00	\$817,232.00	\$0.00	\$722,732.40	\$11,500.00	\$94,499.60	88
FundExpTot	\$0.00	\$405.00	\$0.00	\$156.35	\$0.00	\$248.65	39
Grand Totals:							
TotalRev	\$134,817.00	\$817,232.00	\$0.00	\$722,732.40	\$11,500.00	\$94,499.60	88
TotalExp	\$0.00	\$405.00	\$0.00	\$156.35	\$0.00	\$248.65	39

Town of Spencer

Fiscal Period - CORONAVIRUS ARPA GRANT PROJECT Date Range - 2021-07-01 - 2023-12-28

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							
-							
91-3984-000 CSLRF FUNDS-GRANT	\$1,037,997.00	\$1,037,997.00	\$0.00	\$1,037,996.78	\$0.00	\$0.22	100
0000-91-Revs	\$1,037,997.00	\$1,037,997.00	\$0.00	\$1,037,996.78	\$0.00	\$0.22	100
4210-91-CORONAVIRUS ARPA							
-							
91-4210-121 SALARIES/WAGES-REGUL	\$0.00	\$225,000.00	\$0.00	\$0.00	\$0.00	\$225,000.00	0
91-4210-580 CO-INFRASTRUCTURE-CS	\$1,037,997.00	\$0.00	\$0.00	\$0.00	\$1,500.00	\$0.00	0
91-4210-910 TRANSFER TO GENERAL	\$0.00	\$812,997.00	\$0.00	\$682,184.27	\$0.00	\$130,812.73	84
4210-91-CORONAVIRUS ARPA	\$1,037,997.00	\$1,037,997.00	\$0.00	\$682,184.27	\$1,500.00	\$355,812.73	66
Reporting Fund: 91-CORONAVIRUS ARPA GRANT PROJECT							
FundRevTot	\$1,037,997.00	\$1,037,997.00	\$0.00	\$1,037,996.78	\$0.00	\$0.22	100
FundExpTot	\$1,037,997.00	\$1,037,997.00	\$0.00	\$682,184.27	\$1,500.00	\$355,812.73	66
Grand Totals:							
TotalRev	\$1,037,997.00	\$1,037,997.00	\$0.00	\$1,037,996.78	\$0.00	\$0.22	100
TotalExp	\$1,037,997.00	\$1,037,997.00	\$0.00	\$682,184.27	\$1,500.00	\$355,812.73	66

Town of Spencer

Fiscal Period - DOWNTOWN PARK PROJECT Date Range - 2021-07-01 - 2023-12-28

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	\$1,400,000.00	\$0.00	\$0.00	\$0.00	\$1,400,000.00	0
92-3985-850 GENERAL FUND TRANSFE	\$100,000.00	\$325,000.00	\$0.00	\$100,000.00	\$0.00	\$225,000.00	31
0000-92-Revs	\$100,000.00	\$1,725,000.00	\$0.00	\$100,000.00	\$0.00	\$1,625,000.00	6
6120-92-RECREATION							
-							
92-6120-194 TOWN PARK CONTRACTED	\$0.00	\$160,000.00	\$107,600.00	\$52,400.00	\$11,700.00	\$0.00	33
92-6120-580 CO-INFRASTRUCTURE	\$100,000.00	\$1,565,000.00	\$67.83	\$75,907.17	\$0.00	\$1,489,025.00	5
6120-92-RECREATION	\$100,000.00	\$1,725,000.00	\$107,667.83	\$128,307.17	\$11,700.00	\$1,489,025.00	14
Reporting Fund: 92-DOWNTOWN PARK PROJECT							
FundRevTot	\$100,000.00	\$1,725,000.00	\$0.00	\$100,000.00	\$0.00	\$1,625,000.00	6
FundExpTot	\$100,000.00	\$1,725,000.00	\$107,667.83	\$128,307.17	\$11,700.00	\$1,489,025.00	14
Grand Totals:							
TotalRev	\$100,000.00	\$1,725,000.00	\$0.00	\$100,000.00	\$0.00	\$1,625,000.00	6
TotalExp	\$100,000.00	\$1,725,000.00	\$107,667.83	\$128,307.17	\$11,700.00	\$1,489,025.00	14

Town of Spencer

Fiscal Period - COMMUNITY DEV BLOCK GRANT Date Range - 2023-10-10 - 2023-12-28

Account	Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
<u>Reporting Fund: 95-CDBG-NR GRANT PROJECT</u>							
0000-95-Revs							
-							
95-3985-095 CDBG NR	\$750,000.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00	0
0000-95-Revs	\$750,000.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00	0
4195-95-CDBG GRANT							
-							
95-4195-194 CDBG NR REHAB	\$680,000.00	\$675,000.00	\$0.00	\$3,800.00	\$3,800.00	\$671,200.00	1
95-4195-695 CDBG NR ADMIN	\$70,000.00	\$75,000.00	\$0.00	\$4,232.50	\$4,232.50	\$70,767.50	6
4195-95-CDBG GRANT	\$750,000.00	\$750,000.00	\$0.00	\$8,032.50	\$8,032.50	\$741,967.50	1
<u>Reporting Fund: 95-CDBG-NR GRANT PROJECT</u>							
FundRevTot	\$750,000.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00	0
FundExpTot	\$750,000.00	\$750,000.00	\$0.00	\$8,032.50	\$8,032.50	\$741,967.50	1
<u>Grand Totals:</u>							
TotalRev	\$750,000.00	\$750,000.00	\$0.00	\$0.00	\$0.00	\$750,000.00	0
TotalExp	\$750,000.00	\$750,000.00	\$0.00	\$8,032.50	\$8,032.50	\$741,967.50	1

December Library Report



On December 8th from 6-8, Matt Weaver and Clay Lunsford entertained a full house with banjo playing and keyboards with vocals. They sang old-timey and classic Christmas tunes as well as old songs such as Rocky Top. Matt

and Clay changed instruments and styles of music as easily as changing hats. The audience consisted of babies, teens and senior adults. Popcorn and hot chocolate with sugar cookies were offered to the crowd.



REnea Henderson of Asheboro, dressed as Bertie the Baglady, kept the audience in stitches as she described her life in Bugtussle, an imaginary mountain community. She interacted with several members in the room and also with Clay who is her real life cousin. During her second set, she told a touching story of how a local church had come to her aid at Christmas and given her a precious gift. Renea's husband, now deceased, had written

this sketch for his wife.



On December 19th, several children came to listen to Cat in the Hat and Frozen Christmas stories. Then we made snowmen ornaments and snowmen bottles.

The was

goodies

Christmas books.



Story Christmas tree with stickers also a challenge to make.

Afterwards, we had snacks ,received a handmade bag with inside and checked out some

		Door Count	Adult Circulation	Children Circulation	Research Questions	New Cards Issued	Students Tutored	Volunteers/ Tutors	Corres. Due Date
Dec. 2023									
12/4/2023	Mon.	5	2						
12/5/2023	Tues.	6	3	3					12/19/2023
12/6/2023	Wed.	11	4	4	2				12/20/2023
12/8/2023	Fri.	58						8	12/22/2023
									1/13/1900
WEEK TOTAL:		80	9	7	2				-----
12/11/2023	Mon.	9		3	3	1	1	1	12/25/2023
12/12/2023	Tues.	17	3		2				12/26/2023
12/13/2023	Wed.	12	1	4					12/27/2023
	Thurs.								1/13/1900
	Fri.								1/13/1900
WEEK TOTAL:		38	4	7	5	1	1	1	-----
12/18/2023	Mon.	12	4	8	8			1	1/1/2024
12/19/2023	Tues.	10	1	13	2	1			1/2/2024
12/20/2023	Wed.	closed/illness							1/3/2024
	Thurs.								1/13/1900
	Fri.								1/13/1900
WEEK TOTAL:		22	5	21	10	2	1	2	-----
	Mon.	closed							1/13/1900
	Tues.	closed							1/13/1900
12/27/2023	Wed.	4	4		1	1			1/10/2024
12/28/2023	Thurs.	10	4	9	2	2			1/11/2024
12/29/2023	Fri.								1/12/2024
WEEK TOTAL:		14	8	9	3	3			-----
1/1/2024	Mon.	closed							1/15/2024
1/2/2024	Tues.								1/16/2024
1/3/2024	Wed.								1/17/2024
1/4/2024	Thurs.	0	0	0	0	0	0	0	1/18/2024
1/5/2024	Fri.	0	0	0	0	0	0	0	1/19/2024
WEEK TOTAL:		0	0	0	0	0	0	0	-----
MONTH TOTAL:		154	26	44	20	6	2	3	-----

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AGENDA ITEM

Board Meeting Date: 1/9/2024

(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

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Post Office Box 45
Spencer, NC 28159-0045

To: Mayor Williams and Members of the Board of Aldermen
From: Peter Franzese, Town Manager
Date: December 29, 2023
Re: January 2024 Town Manager Report

Required Ethics Training for elected officials

State law requires all elected officials to complete two hours of ethics training within 12 months of each election or re-election. Most of the Board will complete this requirement during the January 11-12 Essentials of Municipal Government course. There will be other opportunities in the coming months to complete this training for anyone needed, including some on-demand/virtual training. Anna will follow up with anyone who needs to complete the training.

Suggested date for Annual Planning Session

As we begin the calendar year, we also turn our attention to “budget season.” As we do each year, the recommended budget will be presented in May and considered by the Board in June to take effect July 1. Our Annual Planning Session (known in many other communities as a “retreat”) is a time to take stock of the past and look towards the future. It allows time to discuss new programs, policies, and other opportunities. The results give us a strategic framework so that the recommended budget will be closely aligned with goals of the Mayor and Board. I would suggest that the evening of February 29 and the day of March 1 could be a good time frame for this year’s planning session. Staff is working on a list of topics and will work with Mayor Williams to establish an agenda. If there are any topics that our elected officials would like discussed, please let me know and we will work to include them. Some initial ideas follow:

- Financial update/early revenue projections
- Creating a Parks, Recreation, and Events Advisory Board
- Concepts for recreation staffing/programming
- Update on Fire Department staffing
- Supporting entrepreneurship and (new/existing) business development