



**Board of Aldermen
Regular Meeting
Agenda Packet
May 9, 2024**



AGENDA
Spencer Board of Aldermen
Regular Meeting
5:30 p.m.

DATE
May 9, 2024

- 1. CALL TO ORDER – Mayor Jonathan Williams**
- 2. INVOCATION & PLEDGE OF ALLEGIANCE**
- 3. ADDITIONS/DELETIONS AND ADOPTION OF AGENDA**
- 4. RECOGNITIONS**
 - a. Mayor Jonathan Williams
 - i. National Public Service Recognition Week 2024
 - ii. National Police Week 2024
 - iii. National Public Works Week 2024
 - iv. International Firefighters Day 2024
 - v. International Professional Municipal Clerks Week 2024
- 5. 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.
- 6. 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:** April 4, 2024, Pre-Agenda Meeting Minutes
April 9, 2024, Regular Meeting Minutes
 - b. **DEPARTMENTAL REPORTS**
 - i. Planning
 - ii. Code Enforcement
 - iii. Police
 - iv. Fire
 - v. Public Works
 - vi. Finance
 - vii. Library
 - c. **TOWN MANAGER REPORT**
 - d. **CONSIDER APPROVING** – FY24 Audit Contract with RH CPAs, PLLC
 - e. **CONSIDER ADOPTING** – Project Budget Ordinance 23-19.001 – Accepting Rural Downtown Economic Development (RDED) Grant from NC Commerce and Authorizing the Mayor and Staff to Execute a Grant Agreement (Town Park and Building upfit - \$275,000)
 - f. **CONSIDER ADOPTING** – Budget Ordinance 23-14.018 Police Vehicle Insurance Payment

- g. **CONSIDER ACCEPTING** – Rural Economic Development (RED) Grant from NC Commerce and Authorizing the Mayor and Staff to Execute Grant Agreement (Building Reuse – CRCHC - \$75,000)
- h. **CONSIDER ACCEPTING** – Blanche and Julian Robertson Foundation (BJRFF) Grant (Carter House Design - \$20,000)
- i. **CONSIDER ACCEPTING** –Margret C. Woodson Foundation Grant and Robertson Grant (Mural Project)
- j. **CONSIDER AWARDING** – Historic Preservation Incentive (HPI) Grant to Sheliah Gainer
- k. **CONSIDER AWARDING** – Historic Preservation Incentive (HPI) Grant to Judy Kinley

7. RECEIVE PRESENTATION – Town Manager’s Recommended FY 2024-25 Budget

8. CONSIDER AUTHORIZING – Town Manager to Negotiate and Execute an Agreement with Double D Construction Services, Inc.

- a. **CONSIDER ADOPTING** – Resolution 24-10 Approving Conveyance of Personal Property to Certified Non-profit Organizations

9. REQUESTS & COMMENTS by the Mayor and Board Members

10. RECESS until TUESDAY, MAY 21 AT 5:30 P.M. – The following items will be on the agenda for the recessed meeting:

1. CALL TO ORDER – Mayor Jonathan Williams

2. INVOCATION

3. PLEDGE OF ALLEGIANCE – Mayor Jonathan Williams

4. Budget Workshop Opportunity if Needed

5. EXECUTIVE SESSION per NC General Statute 143-318.11 (a) (6)

“To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee...”

6. ADJOURNMENT



704-633-2231
spencernc.gov

Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 05/09/2024

Issue under Consideration:	Proclamations to honor and express appreciation for Town staff based on various national and international celebrations.
Current Status:	N/A
Points to Consider:	N/A
Financial Impact:	N/A
Options:	N/A
Recommendations:	No approval needed. This item is for recognition only.
Department:	Governing Body
Attachments:	1. National Public Service Recognition Week 2024 Proclamation 2. National Police Week 2024 Proclamation 3. National Public Works Week 2024 Proclamation 4. International Firefighters Day 2024 Proclamation 5. International Professional Municipal Clerks Week 2024 Proclamation



PROCLAMATION
OFFICE OF THE MAYOR

WHEREAS, Public Service Recognition Week was first celebrated during the first week of May in 1985 to honor the people who serve the United States of America as federal, state, county, local, and tribal government employees; and

WHEREAS, citizens in the United States of America are served every single day by public servants at the federal, state, county, and municipal levels. These unsung heroes do the work that keeps our nation working. Their tireless efforts are especially critical today during the COVID-19 pandemic; and

WHEREAS, many public employees take not only jobs, but oaths; and

WHEREAS, many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals, and others, risk their lives each day in service to the people of the United States of America and around the world; and

WHEREAS, public servants include teachers, doctors, scientists, train conductors, astronauts, nurses, safety inspectors, laborers, computer technicians, social workers, and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; and

WHEREAS, citizens interact with front-line civil servants when they seek government services and many other civil servants work outside of the public eye, receiving little recognition for the wide array of accomplishments they achieve every day.

NOW, THEREFORE, I, Jonathan D. Williams, by virtue of the authority vested in me as Mayor of the Town of Spencer, and on behalf of the entire Board of Aldermen and all our citizens, do hereby proclaim May 5-11, 2024, as:

PUBLIC SERVICE RECOGNITION WEEK

BE IT FURTHER PROCLAIMED, that we extend our **APPRECIATION** to all

TOWN OF SPENCER STAFF

and that we urge all citizens to recognize the accomplishments and contributions of government employees at all levels — federal, state, county, and city.

IN WITNESS WHEREOF, I have ordered the town seal affixed by my signature on this the third day of May in the year of our Lord Two Thousand and Twenty-Four.

ATTEST:

Jonathan D. Williams, Mayor
Town of Spencer, NC

Anna Kanode Ward, Town Clerk
Town of Spencer, NC



PROCLAMATION
OFFICE OF THE MAYOR

WHEREAS, in 1962, President John F. Kennedy proclaimed May 15 as National Peace Officers Memorial Day and the calendar week in which May 15 falls as National Police Week; and

WHEREAS, National Police Week was established by a joint resolution of Congress in 1962; and

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Spencer Police Department; and

WHEREAS, since the first recorded death in 1786, there are currently 24,067 law enforcement officers in the United States who have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, 282 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 118 officers killed in 2023 and 164 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 36th Candlelight Vigil, on the evening of May 13, 2024; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be observed this year May 10th-16th; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, I, Jonathan D. Williams, by virtue of the authority vested in me as Mayor of the Town of Spencer, and on behalf of the entire Board of Aldermen and all our citizens, do hereby proclaim May 10-16, 2024, as:

NATIONAL POLICE WEEK

BE IT FURTHER PROCLAIMED, that we extend our **APPRECIATION** to the

TOWN OF SPENCER POLICE DEPARTMENT

and to all law enforcement officers in communities across the nation for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have ordered the town seal affixed by my signature on this the third day of May in the year of our Lord Two Thousand and Twenty-Four.

ATTEST:

Jonathan D. Williams, Mayor
Town of Spencer, NC

Anna Kanode Ward, Town Clerk
Town of Spencer, NC



PROCLAMATION OFFICE OF THE MAYOR

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of the Town of Spencer; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector; and

WHEREAS, these professionals are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment, and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Town of Spencer to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association; and

WHEREAS, the Town of Spencer Public Works Department is comprised of eleven professionals who are responsible for solid waste, yard waste, bulky item, and litter collection; routine maintenance of fire, police, and public works vehicles; maintaining the Town's streets, sidewalks, facilities, parks, grounds, and stormwater infrastructure including landscaping, general maintenance, and repairs; as well as the endless list of other duties, special projects, and events.

NOW, THEREFORE, I, Jonathan D. Williams, by virtue of the authority vested in me as Mayor of the Town of Spencer, and on behalf of the entire Board of Aldermen and all our citizens, do hereby proclaim May 19-25, 2024, as:

NATIONAL PUBLIC WORKS WEEK

BE IT FURTHER PROCLAIMED, that we that we extend our **APPRECIATION** to the

TOWN OF SPENCER PUBLIC WORKS DEPARTMENT

and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety and advancing quality of life for all.

IN WITNESS WHEREOF, I have ordered the town seal affixed by my signature on this the third day of May in the year of our Lord Two Thousand and Twenty-Four.

ATTEST:

Jonathan D. Williams, Mayor
Town of Spencer, NC

Anna Kanode Ward, Town Clerk
Town of Spencer, NC



PROCLAMATION
OFFICE OF THE MAYOR

WHEREAS, Australian volunteer Fire Lieutenant JJ Edmondson organized the first internationally recognized symbol and date to honor, support, and respect all firefighters in 1999; and

WHEREAS, May 4th is St. Florian’s Day, who is the patron saint of firefighters and the first known commander of one firefighting squad in the Roman Empire; and

WHEREAS, the first International Firefighters’ Day Sound Off, the sounding of sirens for 30 seconds at noon, was held on the first Sunday in May of 2002 to reflect on the firefighters who lost their lives in the last twelve months, particularly those on September 11th; and

WHEREAS, International Firefighters’ Day is observed each year on May 4th to honor and remember past firefighters who have lost their lives while serving their communities, to express gratitude to those who have served in this line of work, and to show support and appreciation for those who presently serve; and

WHEREAS, citizens are encouraged to wear red and blue ribbons on this day, representing fire and water, and to stop at noon to say a prayer for those who freely give of their time and service to the community and remember those who have given the ultimate sacrifice fighting fires; and

WHEREAS, at a moment’s notice, firefighters are quick to respond to uncertain situations to mitigate danger and combat the threat of destructive fire to protect individuals, families, and the economic well-being of our community; and

WHEREAS, the demands of firefighting are accompanied by personal, mental, and physical tolls that all firefighters knowingly accept while risking their lives to protect the lives of others.

NOW, THEREFORE, I, Jonathan D. Williams, by virtue of the authority vested in me as Mayor of the Town of Spencer, and on behalf of the entire Board of Aldermen and all our citizens, do hereby proclaim May 4, 2024, as:

INTERNATIONAL FIREFIGHTERS’ DAY

BE IT FURTHER PROCLAIMED, that we extend our **APPRECIATION** to the

TOWN OF SPENCER FIRE DEPARTMENT

and that we urge all citizens to show support and appreciation to firefighters who protect our lives and property so diligently throughout the year, and by remembering past firefighters who dedicated their lives to preserve our safety.

IN WITNESS WHEREOF, I have ordered the town seal affixed by my signature on this the third day of May in the year of our Lord Two Thousand and Twenty-Four.

ATTEST:

Jonathan D. Williams, Mayor
Town of Spencer, NC

Anna Kanode Ward, Town Clerk
Town of Spencer, NC



PROCLAMATION
OFFICE OF THE MAYOR

WHEREAS, the Office of the Professional Municipal Clerk, is a time-honored and vital part of local government existing throughout the world; and

WHEREAS, the Municipal Clerk is the oldest among public servants and the only statutorily required position for all units of local government in North Carolina; and

WHEREAS, Municipal Clerks provide the professional link between citizens, local governing bodies, and agencies of government at other levels; and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of their duties through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk, and in particular, our Town Clerk Anna Kanode Ward; and

WHEREAS, Professional Municipal Clerks Week was established in 1969 by the International Institute of Municipal Clerks (IIMC) and is endorsed by the North Carolina Association of Municipal Clerks (NCAMC) and all other members throughout the United States, Canada, and 15 other countries; and

WHEREAS, in 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed proclamations officially declaring Professional Municipal Clerks Week the first full week of May and recognizing the essential role Municipal Clerks play in local government.

NOW, THEREFORE, I, Jonathan D. Williams, by virtue of the authority vested in me as Mayor of the Town of Spencer, and on behalf of the entire Board of Aldermen and all our citizens, do hereby proclaim May 5-11, 2024, as:

PROFESSIONAL MUNICIPAL CLERKS WEEK

BE IT FURTHER PROCLAIMED, that we extend our **APPRECIATION** to our Town Clerk,

ANNA KANODE WARD

and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have ordered the town seal affixed by my signature on this the third day of May in the year of our Lord Two Thousand and Twenty-Four.

ATTEST:

Jonathan D. Williams, Mayor
Town of Spencer, NC

Anna Kanode Ward, Town Clerk
Town of Spencer, NC

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AGENDA ITEM

Board Meeting Date: 05/09/2024

Issue under Consideration:	Consider approving the minutes from the Pre-Agenda Board of Aldermen Meeting on April 4, 2024, and the Regular Board of Aldermen Meeting on April 9, 2024.
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 less than two sets of minutes. Suggest edits to minutes.
Recommendations:	Approve both sets of minutes.
Department:	Town Clerk
Attachments:	Minutes for the following meetings: 1. April 4, 2024, Pre-Agenda Board of Aldermen Meeting 2. April 9, 2024, Regular Board of Aldermen Meeting

MINUTES
Spencer Board of Aldermen
Pre-Agenda Meeting
April 4, 2024

The Town of Spencer Board of Aldermen met in regular session to conduct a pre-agenda meeting in the Hilda B. Palmer Board Room at the Spencer Town Hall on Thursday, April 4, 2024, at 5:31 p.m.

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

Also present were: Town Manager Peter Franzese, Town Clerk Anna Kanode Ward, Finance Officer Heather Kann, Public Works Director Joel Taylor, Fire Chief Michael Lanning, Planning & Zoning Administrator Steve Blount, and Police Chief Michael File.

MPA Intern Skye Allan attended via Zoom.

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

PUBLIC HEARING – 1840 US HWY 29 Annexation

Planning & Zoning Administrator Steve Blount gave a presentation regarding the annexation of parcel 047 011 (1840 US HWY 29) and answered questions from the Board.

Mayor Williams opened the public hearing.

Being no one present wishing to speak, Mayor Williams called for a motion to close the public hearing on the annexation of parcel 047 011 (1840 US HWY 29).

Action

Alderman Muhammad moved to close the public hearing on the annexation of parcel 047 011 (1840 US HWY 29). Mayor Pro Tempore Secreast seconded the motion, which carried by a unanimous vote of 6 – 0.

PUBLIC HEARING – 1104 N. Salisbury Ave. Rezoning

Planning & Zoning Administrator Steve Blount gave a presentation regarding the rezoning of parcel 038 067 (1104 N. Salisbury Ave.) and answered questions from the Board.

Mayor Williams opened the public hearing.

Being no one present wishing to speak, Mayor Williams called for a motion to close the public hearing on the rezoning of parcel 038 067 (1104 N. Salisbury Ave.).

Action

Mayor Pro Tempore Secreast moved to close the public hearing on the rezoning of parcel 038 067 (1104 N. Salisbury Ave.). Alderwoman Sledge seconded the motion, which carried by a unanimous vote of 6 – 0.

REVIEW OF APRIL 9, 2024, AGENDA

INVOCATION

Alderman Muhammad volunteered to give the invocation at the April 9, 2024, regular meeting.

ADDITIONS/DELETIONS

It was the consensus of the Board to add the following item to the agenda as item 9:

- a. **CONSIDER ADOPTING** – Budget Ordinance Amendment 23-14.017 Rowan Arts Council 2023 Fall American Cultural Development Grant for \$937.50

RECOGNITIONS

Mayor Pro Tempore Secreast wishes to recognize Brian Alford, the owner of Sumtin' T'eat, and Larry Dixon, the coach of the North Carolina State University Men's Basketball team.

MPA Intern Allan wishes to recognize the Labor History Storytelling Social Night organizers.

CONSENT AGENDA

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

- **APPROVAL OF MINUTES:**
 - i. March 7, 2024, Pre-Agenda Meeting Minutes
 - ii. March 7, 2024, Strategic Planning Session Meeting Minutes
 - iii. March 8, 2024, Strategic Planning Session Meeting Minutes
 - iv. March 12, 2024, Regular Meeting Minutes

It was the consensus of the Board to leave the rest of the 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 Muhammad moved to adjourn the meeting. Mayor Pro Tempore Secreast seconded the motion, which carried unanimously with a vote of 6 – 0. The meeting stood adjourned at 5:47 p.m.

Approved by:

Attest:

Jonathan Williams, Mayor

Anna Kanode Ward, Town Clerk

MINUTES
Spencer Board of Aldermen
Regular Meeting
April 9, 2024

The Town of Spencer Board of Aldermen met in regular session to conduct a regular meeting in the Hilda B. Palmer Board Room at the Spencer Town Hall on Tuesday, April 9, 2024, at 6:02 p.m.

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

Also present were: Town Manager Peter Franzese, Town Attorney Jay Dees, Town Clerk Anna Kanode Ward, Finance Officer Heather Kann, Public Works Director Joel Taylor, Fire Chief Michael Lanning, Police Chief Michael File, Police Detective Tyler Honeycutt, and Planning & Zoning Administrator Steve Blount.

MPA Intern Skye Allan attended via Zoom.

Mayor Jonathan Williams called the meeting to order.

Alderman Rashid Muhammad gave the invocation.

Mayor Jonathan Williams led the *Pledge of Allegiance*.

ADDITIONS/DELETIONS AND ADOPTION OF AGENDA

Action

Alderwoman Sledge moved to adopt the agenda as presented. Alderman Muhammad seconded the motion, which carried by a unanimous vote of 6 – 0.

RECOGNITIONS

Mayor Pro Tempore Secreast recognized two North Rowan High School graduates:

- Brian Alford, the owner of Sumtin' T'eat, for providing food free of charge over spring break and volunteering his time at the North Rowan Schools.
- Larry Dixon, assistant coach of the North Carolina State University Men's Basketball team, for winning the 2024 ACC Championship.

MPA Intern Allan recognized the organizers of the Labor History Storytelling Social Night for their hard work and making the event a success. She thanked Librarian Beverly McCraw for sharing her time and the space at the Library, Planner Kyle Harris for his extensive assistance onsite, and Moderators Brittany Davis and Katy Sweeny for donating their time and stories.

PUBLIC COMMENT

Mayor Williams opened the floor to receive public comment.

Being no one present wishing to speak, Mayor Williams closed the public comment portion of the meeting.

CONSENT AGENDA

Mayor Pro Tempore Secreast moved to approve the consent agenda as presented. Alderwoman Sledge seconded the motion which carried by a unanimous vote of 6 – 0. Items approved were:

a. APPROVAL OF MINUTES:

- i. March 7, 2024, Pre-Agenda Meeting Minutes
- ii. March 7, 2024, Strategic Planning Session Meeting Minutes
- iii. March 8, 2024, Strategic Planning Session Meeting Minutes
- iv. March 12, 2024, Regular Meeting Minutes

RECEIVE PRESENTATION – Betsy Mowery, Development Director at the N.C. Transportation Museum Foundation, regarding 2024 Fireworks Over Historic Spencer Shops

Betsy Mowery, Development Director at the N.C. Transportation Museum Foundation, regarding 2024 Fireworks Over Historic Spencer Shops. Topics included: feedback from citizens on the 2023 Fireworks Over Historic Spencer Shops, improvements planned for the 2024 show, and a request for the usual funds to be included in the Town's budget for fiscal year 2025.

CONSIDER ADOPTING – Budget Ordinance Amendment 23-14.017 Rowan Arts Council 2023 Fall American Cultural Development Grant for \$937.50

MPA Intern Allan presented information and answered questions from the Mayor and Board. The Spencer Mural Selection Committee recently organized the first-ever Spencer Labor History Storytelling and Social Night event to inspire the work of the artist Max Dowdle. The project is also currently organizing the installation of a mural by Amiri Farris.

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 will increase the budget by \$937.50 for the purpose of creating new public murals in downtown Spencer.

Action

Alderman Muhammad moved to adopt Budget Ordinance Amendment 23-14.017 for the Rowan Arts Council 2023 Fall American Cultural Development Grant for \$937.50, which is incorporated in the body of the minutes below. Alderwoman Moody seconded the motion, which carried unanimously with a vote of 6 – 0.

AN ORDINANCE AMENDING
THE TOWN OF SPENCER, NORTH CAROLINA
FY 23-24 ANNUAL BUDGET
ORDINANCE 23-14.017
APRIL 9, 2024

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 \$937.50 2023 Fall American Cultural Development Grant from the Rowan Arts Council for the Downtown Spencer Mural Walk Program.

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	\$107,550	\$108,488	\$938

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
10-4110-194	Contract Services	\$83,360	\$84,298	\$938

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 9th day of April 2024.

CONSIDER ADOPTING – Ordinance 24-07 1840 US HWY 29 Annexation

Planning & Zoning Administrator Steve Blount gave a presentation regarding the annexation of parcel 047 011 (1840 US HWY 29) and answered questions from the Board. This property is not currently within municipal limits, and the property owner has petitioned the Town to have it annexed.

Certain ordinances can only be enforced, and services provided by the Town if the property is within our municipal limits. This annexation will make past satellite annexations contiguous. It would also increase property tax revenue as the property is developed. Some additional cost of services is expected due to the higher call volume for the Police Department.

Action

Aldерwoman Moody moved to adopt Ordinance 24-07, an ordinance to extend the corporate limits of the Town of Spencer, North Carolina, which is included in the body of the minutes below. Mayor Pro Tempore Secreast seconded the motion, which carried unanimously with a vote of 6 – 0.

ORDINANCE 24-07

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 4/4/24 after due notice by publication in the Salisbury Post on 3/17/2024; 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 4/9/2024:

Rowan County GIS parcel 047 011 at 1840 US HWY 29, more specifically defined as:
BEING all of Lots Nos. 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, and 184 of the Subdivision known as the BROWN ESTATE PROPERTY, located on and near Highway 29, near Yadkin, North Carolina, as shown by map of aforesaid Brown Estate Property made by G. Sam Rowe, Reg. Civil Engineer, and recorded in the office of the Register of Deeds for Rowan County, N. C. in Book of Maps, page 517.

The property herein described was acquired by Grantor by instrument recorded as follows: Deed Book 1048, page 565, Rowan County Registry. All or a portion of the property conveyed herein does not include the primary residence of a Grantor. A map showing the above-described property is recorded in Plat Book 9995, page 517.

Section 2. Upon and after 4/9/2024, 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 9th day of April 2024.

CONSIDER ADOPTING – Ordinance 24-08 1104 N. Salisbury Ave. Rezoning

Planning & Zoning Administrator Blount reviewed a presentation on the proposed rezoning of parcel 038 067 (1104 North Salisbury Avenue) and answered questions from the Mayor and Board. The property is currently zoned as SFR-2, and lot size requirements prevent subdivisions. The suggested rezoning of SFR-3 would allow subdivision.

Action

Alderman Muhammad moved to approve the staff's recommendation as presented to rezone parcel 038 067, located at 1104 N Salisbury Avenue, from SFR-2 to the SFR-3 zoning classification, which is incorporated in the body of the minutes below. Alderwoman Sledge seconded the motion, which carried unanimously with a vote of 6 – 0.

Alderwoman Sledge moved 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)). 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. Alderman Muhammad seconded the motion, which carried by a unanimous vote of 6 – 0.

TOWN OF SPENCER, NORTH CAROLINA

ORDINANCE 24-08

AN ORDINANCE TO AMEND the Town's Official Zoning Map dated April 12, 2021, rezoning Rowan County GIS System parcel number 038 067, located at 1104 North Salisbury Avenue, from SFR-2 to SFR-3 zoning classification:

WHEREAS, the current SFR-2 zoning classification is applicable to the residential use of this property; and

WHEREAS, prior to current development ordinance limitations, three separate homes were built on this single parcel, in violation of our current ordinance; and

WHEREAS, the current property owner desires to subdivide the property into three separate parcels, but this would create nonconforming lots based on current standards; and

WHEREAS, revising the zoning classification to SFR-3 would help resolve this problem;

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

Section 1.

The Town's Official Zoning Map, dated April 12, 2021, will be revised as follows:

Parcel 038 067, located at 1104 North Salisbury Avenue, will be revised from SFR-2 to SFR-3 zoning classification.

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

Adopted this 9th day of April 2024.

DEPARTMENTAL REPORTS

Planning Department

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

Code Enforcement Department

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

Police Department

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

Fire Department

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

Public Works Department

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

Finance Department

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

Library Department

Town Clerk 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. Discussion was held regarding options for the May regular meeting due to scheduling conflicts caused by the second primary election.

Action

It was the consensus of the Board to combine the pre-agenda and regular meetings to be held on May 9, 2024, at 5:30 p.m. in the Hilda B. Palmer Board Room at Spencer Town Hall.

REQUESTS AND COMMENTS BY THE BOARD MEMBERS

Alderman Steve Miller:

- Mentioned that the Community Appearance Commission (CAC) is holding the second annual Tea Party Fundraiser for the Community Garden on Sunday, April 21, 2024.
- Called for a member of the current Board of Aldermen to continue previous board member Sam Morgan's work organizing local events, such as the proposed collaboration with the N.C. Transportation Museum for the Fireworks Over Historic Spencer Shops. Such events bring people to Spencer, and the Board is currently not fostering many community activities.

Alderwoman Erin Moody:

- Stated that April is Child Abuse Prevention Month, provided statistics for child abuse in the United States, and provided important information to remember as a community in Rowan County. Invited everyone to come to the Spencer Public Library on April 16, 2024, from 4:00 p.m. - 5:30 p.m. to learn how to protect children in our community from a panel of experts.

Alderman Andrew Howe:

- Encouraged citizens to support the three public schools in our Town (North Rowan Elementary, Middle, and High Schools) this spring by attending sports games and concerts. Also, to support local businesses, especially the young and growing restaurants in Town.

Alderwoman Pat Sledge:

- Reminded residents that the Spring Spencer Senior Luncheon will be on May 13, 2024, and that reservations need to be made through Rufty-Holmes Senior Center.
- Recognized the wonderful job Librarian McCraw does with organizing events at the library.
- Expressed gratitude to the citizens who came to the meeting and to the ones watching online, emphasizing the importance of citizen comments so the Town can continue to improve.
- Commended the board and Town staff on how much they have accomplished.

Alderman Rashid Muhammad:

- Thanked Town department heads, staff, board members, and citizens who watched or came to the meeting, stated that the resident recognitions this evening were well deserved, and expressed hope that more residents in the community will be willing to give back in the future.
- Volunteered to spearhead the community events initiative called for by Alderman Miller.

Mayor Pro Tempore Patti Secreast:

- Advised that the North Rowan Track Field would be posthumously dedicated to Coach Robert Steele, a renowned coach and athlete at North Rowan High School who passed in February 2023.
- Announced that schools will be administering end-of-year testing in May and need proctors for grades 3 – 12. Asked that anyone interested contact the schools.
- Recommended interested residents attend the Hymns in the Park event at the Community Garden on April 28, 2024.

Mayor Jonathan Williams:

- Reminded board members that there would be an executive session at the meeting on May 9, 2024, for the manager's review.

EXECUTIVE SESSION

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

ADJOURNMENT

Alderman Rashid Muhammad moved to adjourn the meeting. Mayor Pro Tempore Secreast seconded the motion, which carried unanimously with a vote of 6 – 0. The meeting stood adjourned at 7:23 p.m.

Approved by:

Attest:

Jonathan Williams, Mayor

Anna Kanode Ward, Town Clerk

DRAFT



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AGENDA ITEM

Board Meeting Date: 05/09/2024

Issue under Consideration:	Planning 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:	Planning
Attachments:	



Monthly Activity Report

Planning, Zoning & Subdivision Administrator

March 2024

	<u>Location</u>	<u>Activity</u>	<u>Action</u>
3.30.24	Office	Staff discussion on code enforcement issues	Met and discussed
3.30.24	Office	Questions about chain link fencing 801 2 nd st	Answered questions
4.1.24	US HWY 29	Create annexation survey map	Provide to Anna
4.1.24	NC Finishing Co	Investigate industrial park land pricing	Compared per acre costs
4.1.24	NC Finishing Co	Brownfield agreements	Researched process and issues
4.1.24	1104 n Salisbury ave	Neighborhood meeting for rezoning	Attended
4.2.24	115 alexander	Zoning permit for swimming pool	Issued permit
4.2.24	Salisbury ave	Questions concerning zoning permit for internal upfit and new sign for Food Lion	Answered questions
4.2.24	All	HPC procedures and processes discussion with staff	Met and discussed
4.2.24	All	Questions on light “pollution” regulation	Met and discussed
4.4.24	Montclair rd	Met with Salisbury post reporter questions about zoning for welding shop	Answered questions
4.4.24	306 s carolina	Complaint about building in alleyway	Investigated and responded
4.4.24	Rowan Co	Questions about final billing on Yadkin river district study	Reviewed and commented
4.4.24	704 3 rd st	Questions about assisted living facility	Answered questions
4.4.24	Long Ferry Rd	Questions on access rd status from johnson dev	Answered questions
4.4.24	Long ferry rd	Questions concerning retail development at Hinkle rd intersection	Answered questions

4.4.24	610 s rowan ave	Questions about possible subdivision	Answered questions
4.4.24	Whitehead	Site visit to review sidewalk and driveway situation	Answered questions
4.4.24	Office	Preagenda meeting	Attended and participated
4.5.24	Office	Yadkin River District written report	Reviewed and approved draft for presentation to board
4.8.24	Lee st	Possible road closure for chroma color plant	Preliminary discussions
4.8.24	110 17 th st	zoning questions from realtor	Answered questions
4.8.24	Office	Planning board meeting	Attended and participated
4.9.24	Office	Code enforcement officer interview	Participated
4.9.24	3 rd st	Zoning questions from developer	Answered questions
4.9.24	Office	Board of Aldermen meeting	Attended and participated
4.11.24	Rowan County	Rezoning and annexations	Advised appropriate departments
4.11.24	160 hawkins loop rd	Access issues for lot development	provided information
4.11.24	Fisher lamb site	Zoning confirmation letter	Provided to developer
4.11.24	Lincoln ave	Exception subdivision plat	Approved plat
4.11.24	Salisbury ave	Subdivision and zoning questions from developer	Answered questions
4.15.24	Office	Staff meeting concerning annexation maps and procedures	Attended and participated
4.15.24	600 9 th st	Zoning permit for fence	Issued permit
4.15.24	Willow Creek Property	Zoning confirmation letter requested by developer	Provided letter
4.15.24	Office	HPC quasijudicial decision making training	Yea! I got to be a teacher for a day.
4.16.24	Statesville	Golden leaf grant work session	Attended
4.16.24	Office	Questions on two code enforcement issues	Provided information
4.18.24	Office	Video conference with DFI on Yadkin River District plan	Attended and participated
4.18.24	Salisbury ave	Exempt subdivision	Approved
4.18.24	Hackett st	Zoning permit for building addition at Innospec	Issued zoning permit
4.18.24	600 9 th st	Zoning permit for fence	Issued permit
4.18.24	Office	Video conference with CORE group	Participated
4.19.24	Out of Office	Team-building event	Built things with Legos
4.22.24	3 rd st	Reviewed proposed subdivision	Provided comments
4.22.24	N rowan	RSSS questions on population growth	Provided information

4.22.24	Hawkestown rd area	Developer questions about possible subdivision	Answered questions
4.23.24	203 11 th st	Storage building questions	Answered questions
4.23.24	1014 2 nd st	Storage building questions	Answered questions
4.23.24	Office	MPO questions on population and employment growth statistics	Answered questions
4.25.24	Office	Drafted text for letters of support for various projects	Drafted and provided
4.25.24	609 whitehead	Traffic complaints	Responded
4.25.24	Various	NCDOT request to close some unopened road ROWs	Responded
4.25.24	Whitehead	Complaint about condition of road at water line taps	Advised Joel, repaired by next day
4.25.24	5 th st	Developer questions about possible subdivision	Answered questions
4.29.24	Yadkin & 8th	Questions about property development”	Answered questions
4.29.24	Belle-Meade	Access questions from developer	Answered questions
4.29.24	Salisbury ave	Exemption plat for three lots	Approved plat
4.29.24	Hudson st	Zoning permit for fence	Issued permit
4.29.24	8 th st	Sewer easement questions from developer	Answered questions
4.30.24	Office	Staff meeting	Attended
4.30.24	Salisbury ave	Sign permit for Mustafa's	Approved permit
4.30.24	Salisbury ave	Worked on rezoning process	Prepared various items as needed
4.30.24	ETJ	Unbuilt roads in plated subdivision problem	Work on plan

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AGENDA ITEM

Board Meeting Date: 05/09/2024

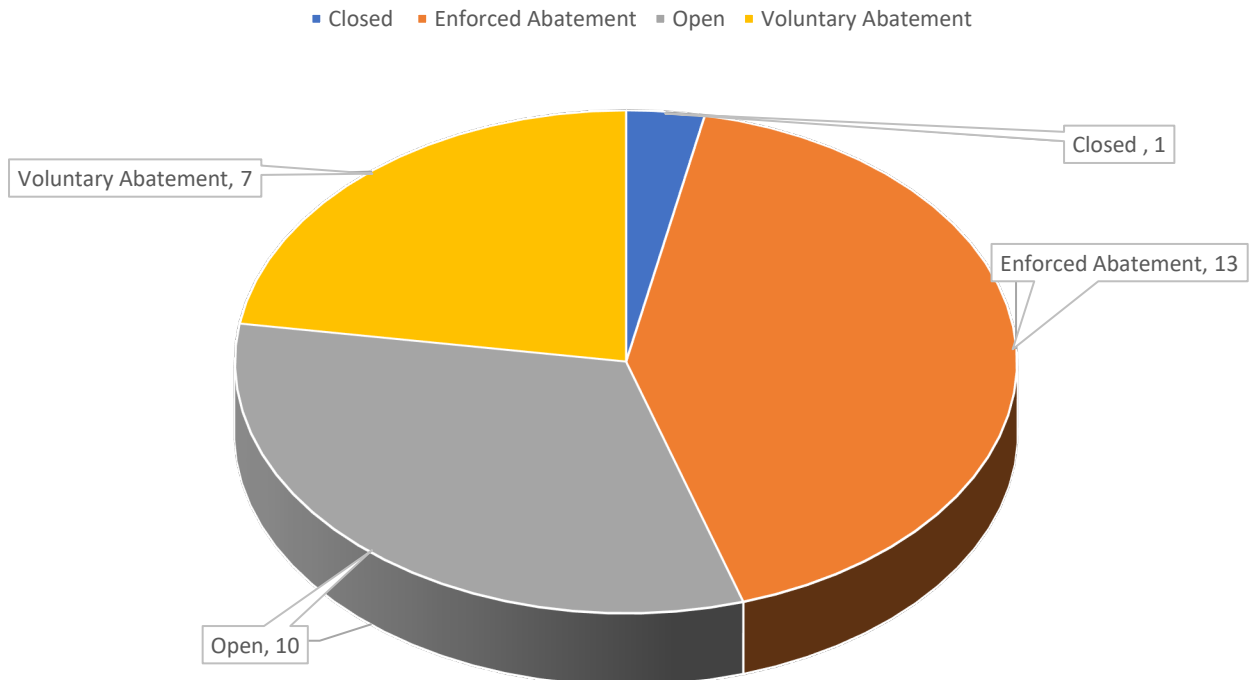
Issue under Consideration:	Code Enforcement Monthly Report
Current Status:	N/A
Points to Consider:	N/A
Financial Impact:	N/A
Options:	No approval needed. This item is for information only.
Recommendations:	N/A
Department:	Police Department

Monthly Report

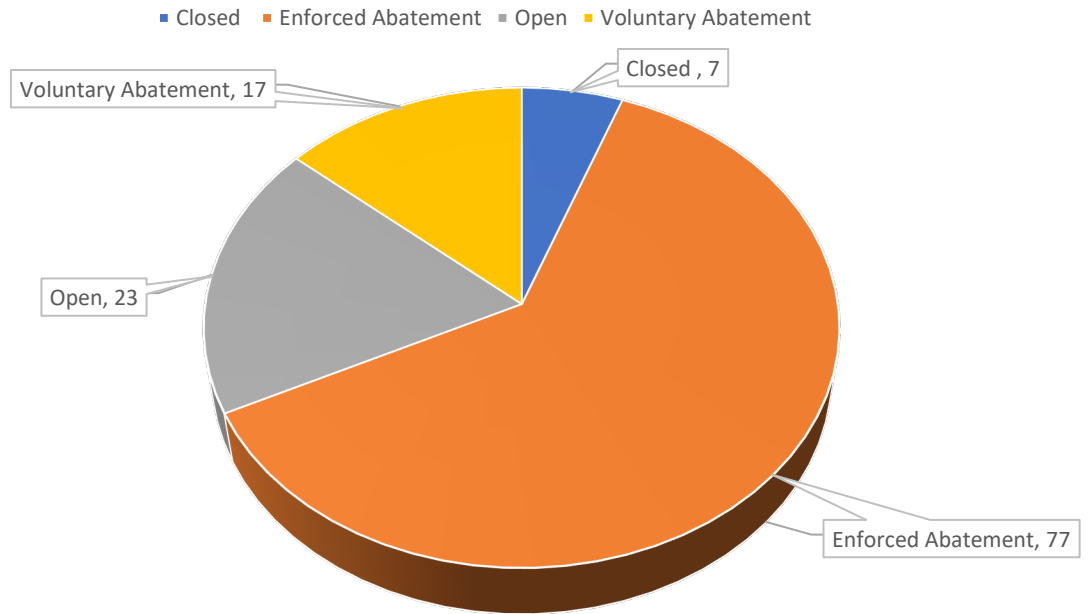
April 2024 Highlights

- 31 total Cases, 10 Open
- Year to Date: 124 Cases
- Notice of Violations: 20
- Notice of Bill: 0
- Notice of Lien: 0

April 2024 Total Cases



2024 Yearly Case Total



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

2024 Open Cases

Case Number	Address	Nature of Complaint	Violation Type
202400094	700 South Salisbury Ave	Broken Windows	CM - Commercial Maintenance
202400139	203 N Yadkin Ave	Illegal Parking	IP- Illegally Parked 72.04
202400078	916 S Yadkin Ave	Illegal Parking	IP- Illegally Parked 72.04
202400080	609 N Salisbury Ave	Illegally Parked	IP- Illegally Parked 72.04
202400060	202 N Salisbury Ave	Illegally Parking	IP- Illegally Parked 72.04
202400130	412 Jordan Ave	Junk	JP - Junk Pile 93.22
202400123	213 N Rowan Ave	Junk	JP - Junk Pile 93.22
202400097	401 South Rowan Ave	Junk on Porch	JP - Junk Pile 93.22
202400050	303 S. Yadkin Ave.	Junk Pile	JP - Junk Pile 93.22
202400052	411 S. Iredell Ave.	Junk	JP - Junk Pile 93.22
202400054	414 S. Iredell Ave.	Junk	JP - Junk Pile 93.22
202400031	413 S Hudson Ave	Junk	JP - Junk Pile 93.22
202400005	410 S Iredell Ave	Junk on Porch	JP - Junk Pile 93.22
202400006	508 S Iredell Ave	Debris/Trash	JP - Junk Pile 93.22
202400007	302 S Iredell Ave	Trash/Debris	JP - Junk Pile 93.22
202400109	206 W 17th St	Debris	NU - Nuisance

Updated: April 30, 2024

Case Status Report

4/1/2024 - 4/30/2024

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

202400137	4/16/2024	Closed	4/18/2024		503 Oakwood Dr	Illegal Parking
202400110	3/22/2024	Closed	4/25/2024	Site Visit	805 N Rowan Ave Ext	Illegal Parking
202400100	3/19/2024	Closed	4/17/2024		108 W 17th St	Tall grass
202400089	3/15/2024	Closed	4/25/2024	Site Visit	909 S Iredell Ave	illegally Parked
202400075	3/1/2024	Closed	4/22/2024		207 Anne St	The tenant at 207 Anne St leaves trash all down by the street that either blows into my yard or comes down when it rains. I am across the street. The lot beside of my property is covered with trash because of this. I wasn't sure if there is anything you can do but it makes the neighborhood look trashy. I have to clean up my yard every couple of weeks.
202400003	1/4/2024	Closed	4/24/2024	Site Visit	609 N Salisbury Ave	Illegal park
202300364	10/5/2023	Closed	4/24/2024		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.
202300359	9/29/2023	Closed	4/25/2024		704 5th st	Extremely long grass, grass growing in gutters, hole in roof, animals living in back shed (mostly stray cats) and possibly under house
202300354	9/26/2023	Closed	4/25/2024	Site Visit	206 S. Iredell Ave.	Tall grass/weeds
202300328	8/25/2023	Closed	4/25/2024	Site Visit	704 5th St.	Tall grass and weeds

Group Total: 10

Group: Enforced Abatement

202400142	4/18/2024	Enforced Abatement	4/25/2024	Site Visit	108 W 17th St.	Tall Grass
202400138	4/16/2024	Enforced Abatement	4/18/2024	Site Visit	900 Second St	Trash
202400136	4/16/2024	Enforced Abatement	4/18/2024		205 Anne St	Trash
202400133	4/9/2024	Enforced Abatement	4/25/2024	Site Visit	401 7th St	Trash
202400132	4/9/2024	Enforced Abatement	4/23/2024	Site Visit	406 4th St	Tall Grass
202400131	4/9/2024	Enforced Abatement	4/18/2024	Site Visit	300 S Iredell Ave	Tall grass
202400129	4/9/2024	Enforced Abatement	4/25/2024	Site Visit	408 Jordan Ave	Junk
202400128	4/9/2024	Enforced Abatement	4/25/2024	Site Visit	507 9th St	Tall grass
202400127	4/9/2024	Enforced Abatement	4/25/2024	Site Visit	501 9th St	Illegal parking
202400125	4/2/2024	Enforced Abatement	4/18/2024	Site Visit	919 Second St	Junk
202400124	4/2/2024	Enforced Abatement	4/25/2024	Site Visit	507 Charles St	Junk
202400122	4/2/2024	Enforced Abatement	4/17/2024	Site Visit	110 N Rowan Ave	Tall Grass
202400119	4/2/2024	Enforced Abatement	4/17/2024	Site Visit	406 S Yadkin Ave	Tall Grass
202400115	3/26/2024	Enforced Abatement	4/17/2024	Site Visit	222 N Yadkin Ave	Tall grass
202400114	3/26/2024	Enforced Abatement	4/25/2024	Site Visit	902 N Salisbury Ave	Junk

202400112	3/26/2024	Enforced Abatement	4/5/2024	Site Visit	605 S Whitehead Ave	Tall Grass
202400111	3/26/2024	Enforced Abatement	4/5/2024	Site Visit	208 W Newton St	Tall grass
202400108	3/22/2024	Enforced Abatement	4/25/2024	Site Visit	112 W 17th St	Debris
202400107	3/22/2024	Enforced Abatement	4/25/2024	Site Visit	703 7th St	Junk
202400106	3/19/2024	Enforced Abatement	4/25/2024	Site Visit	207 N Yadkin Ave	Junk
202400101	3/19/2024	Enforced Abatement	4/5/2024	Site Visit	107 Alexander St	Tall Grass
202400099	3/19/2024	Enforced Abatement	4/18/2024	Site Visit	110 W 17th St	Illegally Parked
202400092	3/17/2024	Enforced Abatement	4/24/2024	Junk Pile	1502 South Salisbury Ave	Junk pile
202400091	3/15/2024	Enforced Abatement	4/5/2024		503 5th St	Junk pile
202400090	3/15/2024	Enforced Abatement	4/25/2024	Site Visit	501 9th St	Illegally Parked
202400088	3/15/2024	Enforced Abatement	4/5/2024	Site Visit	902 Fourth St	Overgrowth
202400087	3/15/2024	Enforced Abatement	4/24/2024	Site Visit	900 4th St	Overgrowth
202400086	3/12/2024	Enforced Abatement	4/5/2024	Site Visit	511 Fifth St	Junk
202400085	3/12/2024	Enforced Abatement	4/23/2024	Site Visit	816 Fifth St	Tall Grass
202400084	3/12/2024	Enforced Abatement	4/23/2024	Site Visit	306 N Yadkin Ave	Tall grass
202400082	3/12/2024	Enforced Abatement	4/5/2024		107 Alexander St	Tall Grass
202400081	3/12/2024	Enforced Abatement	4/5/2024	Site Visit	107 Alexander St	Illegal Parking
202400079	3/7/2024	Enforced Abatement	4/25/2024	Site Visit	201 Alexander St	Illegally Parked
202400074	2/27/2024	Enforced Abatement	4/24/2024	Site Visit	215 N Rowan Ave	Illegal parking
202400063	2/16/2024	Enforced Abatement	4/24/2024	Site Visit	811 4th St	Junk
202400062	2/16/2024	Enforced Abatement	4/24/2024	Site Visit	210 Gobble St	Illegally Parked
202400061	2/16/2024	Enforced Abatement	4/30/2024	Site Visit	900 3rd St	Parking Violation

202300367	10/10/2023	Enforced Abatement	4/25/2024	Site Visit	107 Alexander St	Illegal parking
202300278	7/5/2023	Enforced Abatement	4/5/2024	Junk Pile	401 S Rowan Ave	Piles of trash outside of trash containers.

Group Total: 39

Group: Open

202400150	4/29/2024	Open	4/30/2024	Site Visit	453 Steeplechase Trl	High Grass
202400149	4/25/2024	Open	4/25/2024	Site Visit	508 S Whitehead Ave	High Grass
202400148	4/25/2024	Open	4/25/2024	Site Visit	107 Alexander St	High Grass
202400147	4/25/2024	Open	4/29/2024	Walk In	529 Steeple Chase Trail	Overgrowth
202400146	4/24/2024	Open	4/24/2024	Site Visit	204 S Iredell Ave	Overgrowth
202400139	4/16/2024	Open	4/16/2024	Site Visit	203 N Yadkin Ave	Illegal Parking
202400130	4/9/2024	Open	4/9/2024	Site Visit	412 Jordan Ave	Junk
202400126	4/2/2024	Open	4/2/2024	Site Visit	401 W 17th St	Tall Grass

Group Total: 8

Group: Pending

202400134	4/12/2024	Pending	4/12/2024		Alley between 5th and 6th street and between S Carolina and S Rowan	The church is running a sump pump that try to empty into the drain in the alley but it is causing nothing but a mud hole and ruts also is becoming a breeding ground for mosquitoes

Group Total: 1

Group: Voluntary Abatement

202400145	4/23/2024	Voluntary Abatement	4/24/2024	Site Visit	605 N Salisbury Ave	Illegal Parking
202400144	4/23/2024	Voluntary Abatement	4/24/2024	Site Visit	904 3rd St	Illegal Parking
202400143	4/18/2024	Voluntary Abatement	4/23/2024		300 Sowers Ferry Road	Tall Grass

202400141	4/16/2024	Voluntary Abatement	4/17/2024	Email	410 S. Iredell Ave.	Livestock/Chicken
202400140	4/17/2024	Voluntary Abatement	4/23/2024	Site Visit	800 4th St	High Grass
202400135	4/16/2024	Voluntary Abatement	4/23/2024	Site Visit	214 Sower Ferry Rd	Overgrowth
202400120	4/2/2024	Voluntary Abatement	4/17/2024	Site Visit	408 S Yadkin Ave	Debris
202400096	3/17/2024	Voluntary Abatement	4/5/2024	Site Visit	404 South Rowan Ave	Junk on Porch
202400068	2/27/2024	Voluntary Abatement	4/25/2024	Site Visit	606 S Yadkin Ave	illegally parked
202400057	2/15/2024	Voluntary Abatement	4/5/2024	Site Visit	503 5th St	Junk
202300341	9/13/2023	Voluntary Abatement	4/24/2024	Email	800 4th St.	Tree Down
202300334	9/7/2023	Voluntary Abatement	4/25/2024	Weeds / Tall Grass	118 11th Street	Overgrowth

Group Total: 12

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Total Records: 70

4/30/2024

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AGENDA ITEM

Board Meeting Date: 05/09/2024

Issue under Consideration:	Police Department 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:	Police Department

Activity Log Event Summary (Totals)

Spencer Police Department

(03/29/2024 - 04/30/2024)

<No Event Type Specified>	5	8th Street Ballpark Check	125
911 Hang-Up	10	Administrative Work	88
Alarm - Hold-up	1	Alarm - Other	6
Assault - In-Progress	1	Assault - Report	2
Assist - East Spencer Police	44	Assist - EMS	1
Assist - Fire Department	23	Assist - Motorist/Public	8
Assist - Other Agency	5	Assist - Other Officer	133
Assist - Sheriff's Office	21	B&E/Burglary - Residential, In-Progress	3
B&E/Burglary - Residential, Report	1	Business Check-Drive Through	535
Calls For Service (General)	15	Checkpoint	6
Communicating Threats	1	Court	7
Directed Patrol	11	Disturbance	8
Disturbance- Verbal	8	Disturbance-Physical	4
Domestic - Property Pick-up	2	Domestic Dispute	2
Drug Offense Not on School Property	1	Escort - Funeral	1
Follow-up Investigation - Outside Town Limits	1	Follow-up Investigation- Spencer	8
Foot Patrol - Business	107	Foot Patrol - Residential	4
Foot Patrol - School	7	Found Property	2
Harrassment-Stalking	2	House Check	11
Illegal Dumping	1	Indecent Exposure	1
Interview	1	Juvenile Complaint	1
Larceny - In-Progress	1	Larceny - Report	3
Magistrate's Office	1	Maintenance - Equipment	9
Maintenance - Vehicle	34	Meeting	13
Missing Juvenile	1	Missing Person	1
NCTM - Bank Escort	1	NCTM - Drive Through	245
NCTM - Foot Patrol	91	Noise Complaint	4
Norfolk Southern Railroad-Drive Through	11	Ordinance Violation	1
Overdose	1	Park Check	244
Property Damage - Report	3	Public Service	31
School Check - NRES	134	School Check - NRHS	146
School Check - NRMS	125	Security Check/Standby	14
Shots Fired	2	Special Assignment - Other	2

Activity Log Event Summary (Totals)

Spencer Police Department

(03/29/2024 - 04/30/2024)

SRO Duties	59	Subpoena Service	6
Surveillance	1	Suspicious - Activity	7
Suspicious - Person	4	Suspicious - Vehicle	16
Traffic - Parking Control	1	Traffic Accident - PD	7
Traffic Control	8	Traffic Enforcement	27
Training - PD	30	Training - School	6
Trespassing - In-Progress	6	Trespassing - Report	1
Unlock Vehicle	1	Vehicle Pursuit	1
Vehicle Stop	427	Warrant Service	12
Welfare Check	8	Yadkin River Park Check - Davidson County	156
Yadkin River Park Check - Spencer	165		

Total Number Of Events: 3,291

SPENCER POLICE ACE TEAM REPORT

APRIL 2024



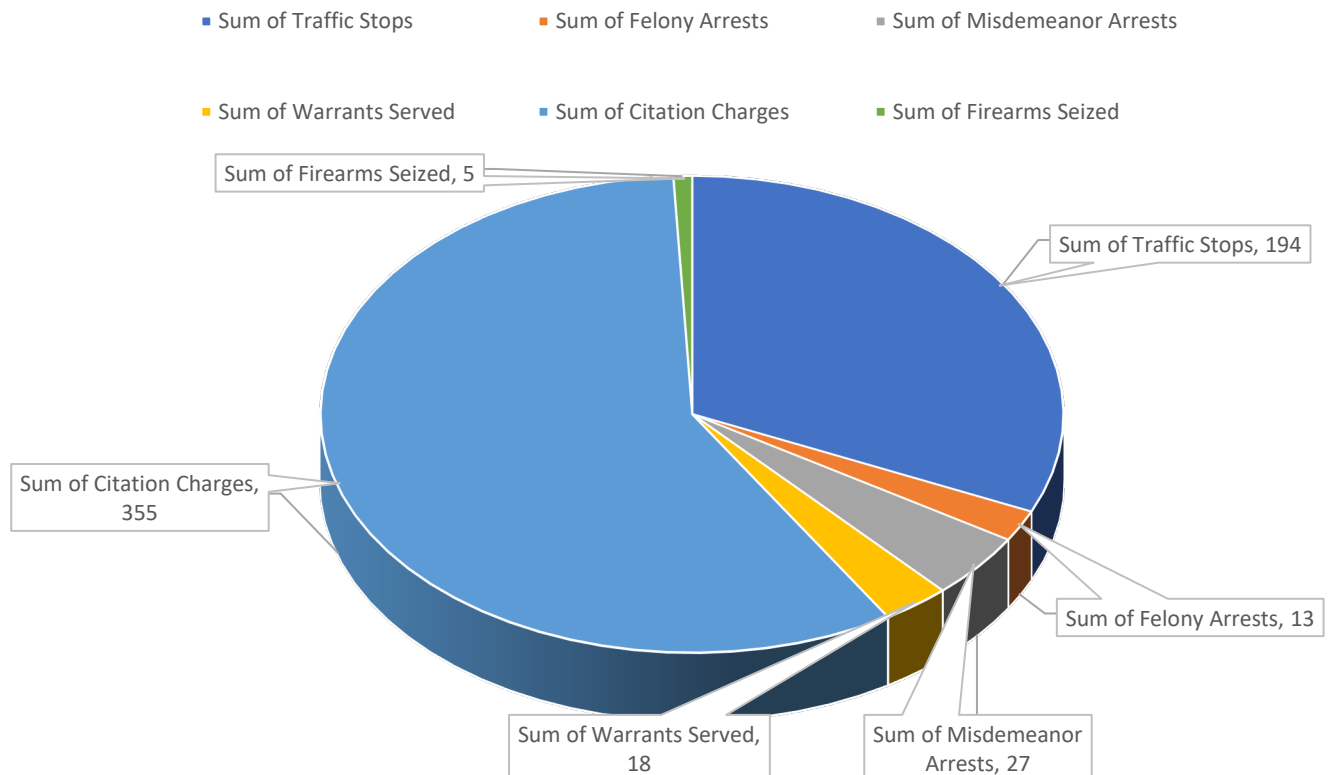
SPENCER POLICE ACE TEAM REPORT

APRIL 2024

APRIL 2024 HIGHLIGHTS

- APRIL 2024 CASES: 19 (16 CLOSED)
- TRAFFIC STOPS: 194
- TOTAL ARRESTS: 40 FELONY (13)
- CITED CHARGES: 355
- WARRANTS SERVED: 18
- FIREARMS SEIZED: 5

April 2024 Ace Team Totals

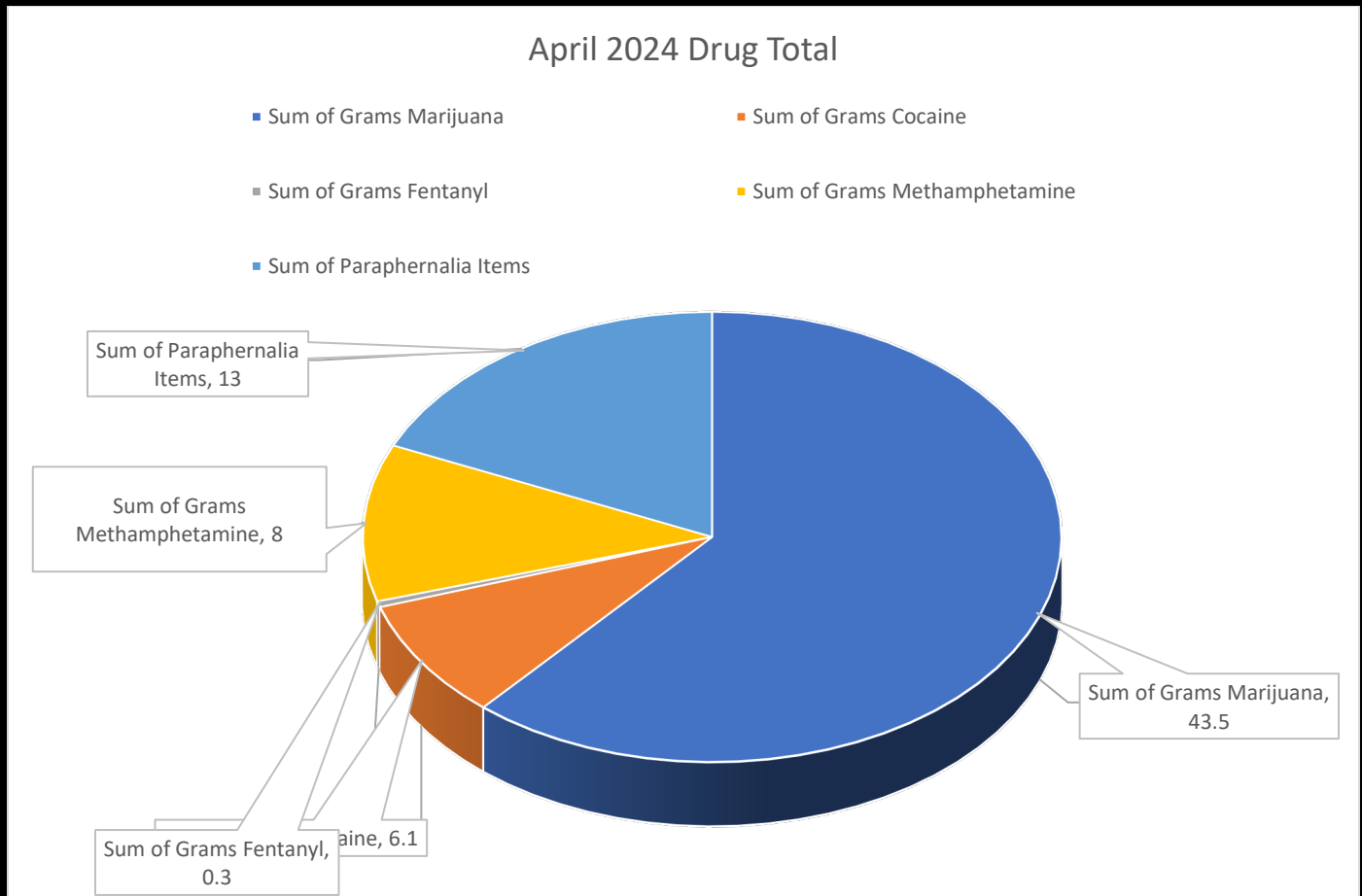


SPENCER POLICE ACE TEAM REPORT

APRIL 2024

MARCH 2024 DRUG TOTALS

- MARIJUANA: 43.5 GRAMS
- FENTANYL: 0.3 GRAMS
- COCAINE: 6.1 GRAMS
- METHAMPHETAMINE: 8 GRAMS
- DRUG PARAPHERNALIA: 13 ITEMS





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AGENDA ITEM

Board Meeting Date: 05/09/2024

Issue under Consideration:	Fire Department 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:	Fire
Attachments:	

May 2024 Monthly Report

Calls for Service: 4/1/24-5/1/24.

Monthly Total: 114

Fire: 47

Medical: 67

2024 Total: 447

Apparatus:

- All apparatus remains in service.

Equipment:

- No updates.

Special Events:

- N/A

Personnel:

- Two Engineers started on April 15th, and there is one vacancy.
- Agility and skills testing on May 10th for firefighter candidates.

Station:

- No updates

Special Information:

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

We are 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.



AGENDA ITEM

Board Meeting Date: 5/9/2024

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
Attachments:	



DIRECTOR OF PUBLIC WORKS

Post Office Box 45
Spencer, NC 28159-0045
704.633.2231 Ext. 50 Ofc.
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<http://www.ci.spencer.nc.us>

May 2024 Board of Alderman Meeting

- 1) Regular services (Sanitation, Brush, Mowing) are running on schedule.
- 2) Reminder: The leaf vac will not run again until October, so all loose material needs to be placed in bags for pick up until this time.
- 3) We will be observing the Memorial Day holiday on May 27th. All Town Offices will be closed, and

Memorial Day	Monday May 27th	*** Monday will run on Tuesday (May 28th) *** Tuesday will run on Wednesday (May 29th) *** Wednesday will run on Thursday (May 30th)
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trash will follow the schedule listed below.

- 4) Our Spring Mulch Give-Away was held on April 20th for the citizens of Spencer. We delivered 16 loads to residents here in Town, and quite a few came to get mulch in their own vehicles. We still have mulch available, so if anyone is interested please let Public Works or Town Hall know.

Mulch Fee Schedule

In-Town

John Deere \$3 per bucket
Backhoe \$5 per bucket

Out of Town

John Deere \$7 per bucket
Backhoe \$10 per bucket

IN TOWN DELIVERY

Small Truck (Chevy)(3 scoops delivered) \$25.00
Large Truck (International)(5 scoops delivered) \$35.00

- 5) We have also teamed up with Rowan-Salisbury School Maintenance, and we will be delivering several loads of mulch to each of the Schools in Town for their beautification projects.
- 6) We currently have a job opening for a Fleet Mechanic as well as a Labor Foreman. We have had several applications submitted, and we are following up with them, but if anyone knows of someone who would be interested in either of these positions, please let us know.

- 7) A big **Thank You** to **Brian Moore**, and **Chad Eagle** for filling in for our trash truck driver Sam Moore who will be out for several weeks due to back surgery.
- 8) Our annual Spring Clean-Up day was to be held on April 11th, but was rescheduled on April 26th due to weather. This year we worked in conjunction with the United Way to spruce up the Nature Trail located beside of the Elementary School so that Teacher's will be able to use it as an outdoor classroom. We cleared the existing path, reconstructed several foot bridges, and constructed a new entryway for the trail. All of our materials were supplied by the United Way, and labor supplied by Town staff along with volunteers from the community. We will be installing brick chips to enhance the entrance to the trail which was graciously donated by General Shale Brick located in our neighboring community of East Spencer. Thank You to everyone who helped make this project a success.
- 9) We will begin making repairs to several sections of sidewalk in Town in the next several weeks. Mike Shelton will be doing the intersections at Carolina Avenue and Third Street, Iredell and Third Street, and a section on Iredell between 2nd and Third Street. This is the beginning, and we will continue as funds allow.
- 10) Duke Energy has been doing a great deal of trimming around utility lines this month, especially on the North end of Town. After speaking with their Foreman, they are going to continue trimming other areas through Town in the upcoming months.
- 11) With the sudden change in weather this spring, weeds have once again come out with a vengeance. We have been, and will continue to do spraying to get the curbs, sidewalks and parks under control. We have just about completed our first round of curb spraying through Town and will be closely monitoring when to start the second. We usually complete three rounds to get us through the season. As always, we will only spray when it is needed.
- 12) We are still working out the details of transitioning back to a four day trash route. We have put this on a temporary hold while Sam is out, but will pick back up once he returns. This new route will allow for growth in certain areas so that we will not have to realign anytime in the near future.
- 13) **Update: Chicken Springs Dam**
We are staying in touch with our engineer's and completing tasks as they let us know. We continue to keep the water level down, using the existing siphon, mowing the area, and constantly monitoring the situation with the outfall and boil. Our grant application was submitted by the April 30th deadline and should be hearing from it the upcoming months.
- 14) **CCAP update:**
We have yet to hear any news on our permits, but we are continuing our search for contractors. We have met two contractors on site and supplied them with the plans, with expectations of receiving bids from both of them. Chris is fine with us selecting the contractor and moving forward up to the pre-con meeting without the permits. We are trying our best to get the leg work done so that we can complete this project within the given timeline.
- 15) **Since last report:**
There were no abatement's issued and completed this month.
- 16) **Work Orders were completed as necessary, along with several citizen engagement requests.**

Monthly Events:

May 12th	-	Mother's Day
May 27th	-	Memorial Day Holiday

704-633-2231
townofspencer.com



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 5/9/24

Issue under Consideration:	Finance Department Monthly Report
Current Status:	
Points to Consider:	We are monitoring expense accounts and tracking necessary adjustments through year end. Monitoring Sales & Use Tax revenue as we are under budget in this area. However, our budgeted revenues are on track for FY24. Year End deadlines have been communicated to the departments. Audit Fieldwork is scheduled for June 17 – 20.
Financial Impact:	
Options:	N/A
Recommendations:	N/A
Department:	Finance

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2024-04-29

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	\$8,871.25	\$0.00	\$3,128.75	74
10-3194-000 TAXES, 3RD PRIOR YR	\$4,500.00	\$4,500.00	\$0.00	\$2,683.91	\$0.00	\$1,816.09	60
10-3195-000 TAXES, 2ND PRIOR YR	\$6,000.00	\$6,000.00	\$0.00	\$6,243.58	\$0.00	\$243.58	104
10-3196-000 TAXES, FIRST PRIOR Y	\$30,000.00	\$30,000.00	\$0.00	\$13,950.89	\$0.00	\$16,049.11	47
10-3197-100 AD VALOREM TAXES CUR	\$1,864,765.00	\$1,864,765.00	\$0.00	\$1,781,955.16	\$0.00	\$82,809.84	96
10-3197-101 AD VALOREM TAXES VEH	\$131,918.00	\$131,918.00	\$0.00	\$105,345.89	\$0.00	\$26,572.11	80
10-3197-180 TAX INTEREST & PENAL	\$15,000.00	\$15,000.00	\$0.00	\$10,519.81	\$0.00	\$4,480.19	70
10-3231-000 1% SALES TAX (ART 39	\$429,710.00	\$429,710.00	\$0.00	\$258,814.64	\$32,721.57	\$170,895.36	60
10-3232-000 1/2% SALES TAX (ART	\$258,245.00	\$258,245.00	\$0.00	\$163,140.80	\$17,886.86	\$95,104.20	63
10-3233-000 1/2% SALES TAX (ART	\$211,842.00	\$211,842.00	\$0.00	\$127,535.99	\$16,108.88	\$84,306.01	60
10-3235-000 1/2% SALES TAX (ART	\$350,693.00	\$350,693.00	\$0.00	\$228,415.70	\$24,903.22	\$122,277.30	65
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	\$100,194.79	\$0.00	\$99,805.21	50
10-3326-000 SOLID WASTE DISPOSAL	\$2,600.00	\$2,600.00	\$0.00	\$1,350.60	\$0.00	\$1,249.40	52
10-3431-000 COURT, PKG FEES, REP	\$1,500.00	\$1,500.00	\$0.00	\$1,250.55	\$196.20	\$249.45	83
10-3437-000 FIRST RESPONDER FEES	\$4,020.00	\$4,020.00	\$0.00	\$6,325.00	\$335.00	\$2,305.00	157
10-3438-000 ROWAN-SALIS SCHOOLS	\$152,662.00	\$229,074.00	\$0.00	\$229,712.27	\$0.00	\$638.27	100
10-3439-000 NCTM PAYMENTS	\$29,248.00	\$29,248.00	\$0.00	\$26,228.16	\$2,702.31	\$3,019.84	90
10-3491-000 ZONING FEES	\$10,000.00	\$10,000.00	\$0.00	\$8,755.00	\$1,100.00	\$1,245.00	88
10-3491-001 LIEN PAYMENTS	\$12,000.00	\$12,000.00	\$0.00	\$17,865.17	\$0.00	\$5,865.17	149
10-3500-510 SOL/WASTE COLLECTION	\$220,000.00	\$220,000.00	\$0.00	\$165,274.07	\$37,905.06	\$54,725.93	75
10-3500-550 YARD WASTE SALES	\$1,000.00	\$1,000.00	\$0.00	\$3,568.00	\$664.00	\$2,568.00	357
10-3831-000 INVESTMENT EARNINGS	\$120,000.00	\$120,000.00	\$0.00	\$83,938.63	\$0.00	\$36,061.37	70
10-3833-002 Donations-Other	\$6,000.00	\$8,500.00	\$0.00	\$30,305.16	\$0.00	\$21,805.16	357
10-3835-000 SALES-FIXED ASSETS	\$20,000.00	\$20,000.00	\$0.00	\$31,127.67	\$650.00	\$11,127.67	156
10-3837-000 ABC REVENUES	\$12,000.00	\$12,000.00	\$0.00	\$12,450.29	\$0.00	\$450.29	104
10-3838-000 INSURANCE REIMBURSEM	\$0.00	\$3,810.00	\$0.00	\$6,390.68	\$415.00	\$2,580.68	168
10-3839-000 MISCELLANEOUS REVENU	\$25,000.00	\$25,000.00	\$0.00	\$7,622.37	\$152.00	\$17,377.63	30
10-3839-001 CIVIL CITATIONS - PO	\$300.00	\$300.00	\$0.00	\$50.00	\$0.00	\$250.00	17
10-3839-002 CIVIL CITATIONS - LA	\$100.00	\$100.00	\$0.00	\$362.50	\$0.00	\$262.50	363
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	\$401,840.00	\$0.00	\$291,000.00	\$0.00	\$110,840.00	72
10-3985-000 FEDERAL GRANT - ARPA	\$226,997.00	\$226,997.00	\$0.00	\$226,997.00	\$0.00	\$0.00	100
10-3985-002 OTHER GRANTS	\$90,050.00	\$108,488.00	\$0.00	\$18,500.00	\$0.00	\$89,988.00	17
10-3985-003 GRANTS-STANBACK FORE	\$5,000.00	\$5,000.00	\$0.00	\$4,870.26	\$0.00	\$129.74	97
10-3985-004 STATE GRANTS	\$0.00	\$655,841.00	\$0.00	\$222,482.58	\$0.00	\$433,358.42	34
10-3985-005 FEDERAL GRANT	\$414,588.00	\$1,625.00	\$0.00	\$2,389.41	\$0.00	\$764.41	147
10-3991-000 APPROPRIATED FUND BA	\$369,583.00	\$654,745.00	\$0.00	\$0.00	\$0.00	\$654,745.00	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	\$6,506,518.00	\$0.00	\$4,206,497.99	\$135,740.10	\$2,397,261.89	65

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2024-04-29

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	\$20,562.50	\$2,056.25	\$4,112.50	83
10-4110-181 FICA	\$1,888.00	\$1,888.00	\$0.00	\$1,573.50	\$157.35	\$314.50	83
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	\$0.00	\$17,510.50	36
10-4110-194 CONTRACT SERVICES	\$49,000.00	\$84,298.00	\$43,134.06	\$25,023.73	\$0.00	\$16,140.21	30
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	\$616.88	\$0.00	\$383.12	62
10-4110-311 TRAVEL	\$4,000.00	\$4,000.00	\$0.00	\$800.00	\$800.00	\$3,200.00	20
10-4110-321 TELEPHONE & INTERNET	\$539.00	\$539.00	\$0.00	\$359.20	\$44.90	\$179.80	67
10-4110-395 TRAINING	\$3,225.00	\$3,225.00	\$0.00	\$3,198.39	\$54.39	\$26.61	99
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	\$14,432.90	\$210.95	(\$597.90)	104
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	\$20,000.00	\$20,000.00	\$0.00	100
10-4110-610 COMMUNITY APPEARANCE	\$13,000.00	\$22,500.00	\$7,689.88	\$3,345.00	\$0.00	\$11,465.12	15
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	\$3,493.79	\$0.00	\$506.21	87
10-4110-631 ROWAN COUNTY TAX COL	\$22,052.00	\$22,052.00	\$0.00	\$22,068.79	\$0.00	(\$16.79)	100
10-4110-640 TOURISM AND EVENTS	\$29,000.00	\$29,000.00	\$0.00	\$14,504.47	\$0.00	\$14,495.53	50
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	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
4110-10-GOVERNING BODY	\$486,564.00	\$521,362.00	\$50,823.94	\$279,889.65	\$23,323.84	\$190,648.41	63

Corrected 5/2/24 variance is now \$27.10

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2024-04-29

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	\$311,466.00	\$0.00	\$213,861.01	\$23,057.14	\$97,604.99	69
10-4130-127 SALARIES/WAGES-BONUS	\$5,000.00	\$5,000.00	\$0.00	\$4,000.00	\$0.00	\$1,000.00	80
10-4130-181 FICA	\$24,137.00	\$24,137.00	\$0.00	\$16,397.06	\$1,710.59	\$7,739.94	68
10-4130-182 RETIREMENT	\$38,586.00	\$38,586.00	\$0.00	\$25,681.31	\$2,832.84	\$12,904.69	67
10-4130-183 GROUP INSURANCE	\$36,830.00	\$36,830.00	\$0.00	\$31,081.86	\$2,688.67	\$5,748.14	84
10-4130-184 401K CONTRIBUTION	\$13,889.00	\$13,889.00	\$0.00	\$8,879.43	\$1,018.56	\$5,009.57	64
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	\$3,323.72	\$0.00	(\$1,323.72)	166
10-4130-193 MEDICAL SERVICES	\$2,765.00	\$2,765.00	\$0.00	\$3,326.50	\$143.00	(\$561.50)	120
10-4130-194 CONTRACT SERVICES	\$286,985.00	\$297,392.00	\$69,885.71	\$189,871.24	\$16,111.72	\$37,635.05	64
10-4130-198 SERVICES-ENGINEERING	\$35,000.00	\$71,130.00	\$46,610.21	\$22,084.29	\$150.00	\$2,435.50	31
10-4130-211 JANITORIAL SUPPLIES	\$1,100.00	\$1,100.00	\$0.00	\$1,130.79	\$0.00	(\$30.79)	103
10-4130-212 UNIFORMS	\$320.00	\$320.00	\$0.00	\$0.00	\$0.00	\$320.00	0
10-4130-260 SUPPLIES-OFFICE	\$3,000.00	\$3,000.00	\$0.00	\$2,822.79	\$0.00	\$177.21	94
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	\$0.00	\$2,921.40	\$454.85	\$2,378.60	55
10-4130-311 TRAVEL	\$6,636.00	\$6,636.00	\$649.95	\$2,726.20	\$546.04	\$3,259.85	41
10-4130-321 TELEPHONE AND INTERN	\$6,076.00	\$6,076.00	\$0.00	\$5,671.41	\$626.51	\$404.59	93
10-4130-325 POSTAGE	\$2,322.00	\$2,322.00	\$0.00	\$1,141.87	\$0.00	\$1,180.13	49
10-4130-331 UTILITIES	\$25,728.00	\$25,728.00	\$0.00	\$22,061.00	\$2,173.27	\$3,667.00	86
10-4130-341 PRINTING	\$1,000.00	\$1,000.00	\$279.93	\$220.00	\$0.00	\$500.07	22
10-4130-351 MAINTENANCE-BUILDING	\$22,500.00	\$24,795.00	\$0.00	\$5,146.78	\$0.00	\$19,648.22	21
10-4130-370 ADVERTISING	\$4,300.00	\$4,300.00	\$0.00	\$4,237.46	\$561.30	\$62.54	99
10-4130-395 TRAINING	\$10,653.00	\$10,653.00	\$750.00	\$6,169.28	\$420.00	\$3,733.72	58
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	\$93.74	\$3,927.90	\$0.00	\$1,253.36	74
10-4130-440 MAINTENANCE CONTRACT	\$22,096.00	\$22,096.00	\$3,243.45	\$19,522.38	\$1,061.60	(\$669.83)	88
10-4130-441 LICENSE FEE	\$29,903.00	\$29,903.00	\$319.80	\$20,188.67	\$0.00	\$9,394.53	68
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	\$1,628.00	\$0.00	\$1,780.00	48
10-4130-499 MISCELLANEOUS	\$1,463.00	\$1,463.00	\$0.00	\$274.00	\$26.00	\$1,189.00	19
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	\$69,630.86	\$0.00	\$0.14	100
10-4130-720 INTEREST	\$58,765.00	\$58,765.00	\$0.00	\$58,765.14	\$0.00	(\$0.14)	100
4130-10-ADMINISTRATION	\$1,060,267.00	\$1,131,692.00	\$121,832.79	\$785,621.46	\$53,582.09	\$224,237.75	80

10-4136-186 Adjustment billed by state based on annual salaries paid

10-4130-193 Background checks & pre employment screens

10-4130-440 Maintenance Contracts - HVAC maintenance & Town Technical Support more than budgeted

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2024-04-29

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	\$702,029.01	\$72,034.03	\$250,813.99	74
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	\$12,064.39	\$814.00	\$7,249.61	62
10-4310-127 SALARIES/WAGES-BONUS	\$21,000.00	\$20,750.00	\$0.00	\$18,500.00	\$0.00	\$2,250.00	89
10-4310-131 SUPPLEMENTAL LAW RET	\$7,135.00	\$7,135.00	\$0.00	\$5,604.29	\$546.76	\$1,530.71	79
10-4310-181 FICA	\$69,362.00	\$73,131.00	\$0.00	\$54,694.47	\$5,399.92	\$18,436.53	75
10-4310-182 RETIREMENT	\$122,505.00	\$129,422.00	\$0.00	\$97,993.00	\$10,093.61	\$31,429.00	76
10-4310-183 GROUP INSURANCE	\$138,884.00	\$147,733.00	\$0.00	\$107,644.92	\$9,730.34	\$40,088.08	73
10-4310-184 401K CONTRIBUTION	\$43,612.00	\$46,075.00	\$0.00	\$33,453.99	\$3,604.45	\$12,621.01	73
10-4310-185 WORKERS COMPENSATION	\$23,807.00	\$24,984.00	\$0.00	\$24,568.27	\$0.00	\$415.73	98
10-4310-193 SERVICES-MEDICAL	\$2,425.00	\$2,425.00	\$0.00	\$2,445.00	\$0.00	(\$20.00)	101
10-4310-194 CONTRACT SERVICES	\$13,750.00	\$13,750.00	\$0.00	\$1,535.00	\$0.00	\$12,215.00	11
10-4310-212 UNIFORMS	\$17,410.00	\$17,910.00	\$1,432.53	\$10,906.44	\$2,314.87	\$5,571.03	61
10-4310-213 SUPPLIES-SAFETY	\$3,725.00	\$3,725.00	\$0.00	\$1,419.94	\$179.00	\$2,305.06	38
10-4310-251 MOTOR FUEL AND LUBRI	\$40,360.00	\$42,360.00	\$3,447.83	\$35,212.82	\$4,222.41	\$3,699.35	83
10-4310-260 SUPPLIES-OFFICE	\$1,700.00	\$1,700.00	\$0.00	\$909.62	\$74.26	\$790.38	54
10-4310-291 SUPPLIES-DATA PROCES	\$5,284.00	\$5,284.00	\$0.00	\$3,979.50	\$47.76	\$1,304.50	75
10-4310-296 SUPPLIES-MEDICAL	\$1,420.00	\$1,420.00	\$703.67	\$215.97	\$0.00	\$500.36	15
10-4310-299 SUPPLIES AND MATERIA	\$15,441.00	\$18,001.00	\$4,358.66	\$3,343.74	\$926.41	\$10,298.60	19
10-4310-311 TRAVEL	\$1,500.00	\$1,500.00	\$1,060.00	\$1,087.32	\$0.00	(\$647.32)	72
10-4310-321 TELEPHONE AND INTERN	\$17,672.00	\$17,672.00	\$0.00	\$9,804.53	\$525.01	\$7,867.47	55
10-4310-329 OTHER COMMUNICATION	\$4,240.00	\$4,240.00	\$990.00	\$3,300.00	\$330.00	(\$50.00)	78
10-4310-341 PRINTING	\$300.00	\$300.00	\$0.00	\$332.09	\$86.81	(\$32.09)	111
10-4310-352 MAINTENANCE-EQUIPMEN	\$3,000.00	\$3,000.00	\$1,085.00	\$852.81	\$0.00	\$1,062.19	28
10-4310-353 MAINTENANCE-VEHICLES	\$6,000.00	\$10,310.00	\$275.00	\$14,102.76	\$2,678.25	(\$4,067.76)	137
10-4310-395 TRAINING	\$7,100.00	\$7,600.00	\$0.00	\$2,330.31	\$268.95	\$5,269.69	31
10-4310-440 MAINTENANCE CONTRACT	\$26,947.00	\$26,947.00	\$1,589.40	\$21,098.85	\$869.55	\$4,258.75	78
10-4310-441 LICENSE FEE	\$8,774.00	\$9,243.00	\$0.00	\$8,656.25	\$19.99	\$586.75	94
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	\$21,713.28	\$57.30	(\$3,731.28)	121
10-4310-491 DUES AND SUBSCRIPTIO	\$700.00	\$700.00	\$0.00	\$80.00	\$0.00	\$620.00	11
10-4310-499 MISCELLANEOUS	\$1,000.00	\$1,000.00	\$547.00	\$29.73	\$29.73	\$423.27	3
10-4310-521 CO-SOFTWARE	\$3,060.00	\$3,060.00	\$0.00	\$3,060.00	\$0.00	\$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	\$155,171.00	\$13,420.69	\$24,633.11	\$0.00	\$117,117.20	16
4310-10-POLICE OPERATIONS	\$1,577,182.00	\$1,865,597.00	\$77,958.03	\$1,254,931.01	\$114,853.41	\$532,707.96	71

10-4310-311 Travel - Training in Hendersonville encumbered. Researching prior PO.

10-4310-353 Maintenance Vehicles - Budget Amendment for \$1415 insurance reimbursement will help this line.

10-4310-452 Insurance Vehicles Premiums more than anticipated

Town of Spencer

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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	\$248,109.00	\$0.00	\$182,166.05	\$18,044.08	\$65,942.95	73
10-4340-122 OVERTIME	\$20,000.00	\$20,500.00	\$0.00	\$14,471.03	\$1,080.62	\$6,028.97	71
10-4340-126 PART-TIME/TEMPORARY	\$151,481.00	\$133,481.00	\$0.00	\$96,595.13	\$9,369.75	\$36,885.87	72
10-4340-127 SALARIES/WAGES-BONUS	\$15,500.00	\$10,700.00	\$0.00	\$11,000.00	\$0.00	(\$300.00)	103
10-4340-181 FICA	\$48,265.00	\$32,063.00	\$0.00	\$22,979.40	\$2,154.01	\$9,083.60	72
10-4340-182 RETIREMENT	\$61,185.00	\$33,841.00	\$0.00	\$23,416.38	\$2,262.23	\$10,424.62	69
10-4340-183 GROUP INSURANCE	\$96,100.00	\$31,545.00	\$0.00	\$31,890.57	\$1,834.89	(\$345.57)	101
10-4340-184 401K CONTRIBUTION	\$23,235.00	\$12,645.00	\$0.00	\$7,669.88	\$757.58	\$4,975.12	61
10-4340-185 WORKERS COMPENSATION	\$20,950.00	\$18,490.00	\$0.00	\$18,489.95	\$0.00	\$0.05	100
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	\$1,849.36	\$197.08	(\$349.36)	123
10-4340-212 UNIFORMS	\$27,725.00	\$17,675.00	\$1,520.45	\$6,236.86	\$225.00	\$9,917.69	35
10-4340-213 SUPPLIES-SAFETY	\$35,250.00	\$24,175.00	\$901.31	\$7,814.82	\$0.00	\$15,458.87	32
10-4340-230 SUPPLIES-EDUCATIONAL	\$5,490.00	\$7,990.00	\$0.00	\$6,916.13	\$0.00	\$1,073.87	87
10-4340-251 MOTOR FUEL AND LUBRI	\$14,400.00	\$14,400.00	\$2,175.56	\$11,892.27	\$1,079.30	\$332.17	83
10-4340-260 SUPPLIES-OFFICE	\$1,500.00	\$1,500.00	\$0.00	\$805.27	\$151.89	\$694.73	54
10-4340-270 DUES & SUBSCRIPTIONS	\$425.00	\$425.00	\$0.00	\$225.00	\$0.00	\$200.00	53
10-4340-296 SUPPLIES-MEDICAL	\$3,000.00	\$5,146.00	\$4,123.56	\$617.71	\$0.00	\$404.73	12
10-4340-299 SUPPLIES AND MATERIA	\$2,200.00	\$7,200.00	\$941.60	\$2,689.86	\$509.83	\$3,568.54	37
10-4340-311 TRAVEL	\$2,300.00	\$2,300.00	\$242.00	\$468.59	\$0.00	\$1,589.41	20
10-4340-321 TELEPHONE AND INTE	\$8,410.00	\$8,410.00	\$0.00	\$6,537.36	\$826.74	\$1,872.64	78
10-4340-331 UTILITIES	\$10,392.00	\$10,392.00	\$0.00	\$8,505.41	\$899.24	\$1,886.59	82
10-4340-351 MAINTENANCE-BUILDING	\$12,000.00	\$7,000.00	\$568.50	\$3,159.82	\$1,560.72	\$3,271.68	45
10-4340-352 MAINTENANCE-EQUIPMEN	\$5,000.00	\$5,000.00	\$0.00	\$4,943.04	\$593.90	\$56.96	99
10-4340-353 MAINTENANCE-VEHICLES	\$23,000.00	\$23,916.00	\$0.00	\$11,762.16	\$0.00	\$12,153.84	49
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	\$2,197.00	\$4,815.82	\$2,215.25	\$6,434.18	36
10-4340-440 MAINTENANCE CONTRACT	\$2,580.00	\$2,580.00	\$0.00	\$1,721.80	\$189.40	\$858.20	67
10-4340-441 LICENSE FEE	\$3,766.00	\$3,766.00	\$0.00	\$3,313.80	\$0.00	\$452.20	88
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	\$658.72	\$0.00	\$1,877.28	26
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	\$0.00	\$17,068.22	\$0.00	\$45.78	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	\$756,026.00	\$12,669.98	\$541,169.40	\$43,951.51	\$202,186.62	73

Town of Spencer

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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	\$212,076.00	\$0.00	\$105,434.35	\$10,160.64	\$106,641.65	50
10-4510-122 SALARIES/WAGES-OVERT	\$2,000.00	\$2,000.00	\$0.00	\$1,554.80	\$157.76	\$445.20	78
10-4510-126 PART-TIME/TEMPORARY	\$16,088.00	\$16,088.00	\$0.00	\$11,478.84	\$1,142.26	\$4,609.16	71
10-4510-127 SALARIES/WAGES-BONUS	\$5,900.00	\$5,900.00	\$0.00	\$5,800.00	\$0.00	\$100.00	98
10-4510-181 FICA	\$17,164.00	\$17,164.00	\$0.00	\$8,940.59	\$819.68	\$8,223.41	52
10-4510-182 RETIREMENT	\$28,965.00	\$28,965.00	\$0.00	\$13,786.54	\$1,332.11	\$15,178.46	48
10-4510-183 GROUP INSURANCE	\$45,174.00	\$45,174.00	\$0.00	\$35,381.22	\$2,413.74	\$9,792.78	78
10-4510-184 401K CONTRIBUTION	\$7,471.00	\$7,471.00	\$0.00	\$4,606.53	\$436.24	\$2,864.47	62
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	\$378,940.96	\$227,304.62	\$2,177.50	\$13,465.42	37
10-4510-211 JANITORIAL SUPPLIES	\$750.00	\$750.00	\$0.00	\$698.15	\$400.00	\$51.85	93
10-4510-212 UNIFORMS	\$4,000.00	\$4,000.00	\$0.00	\$3,448.33	\$363.40	\$551.67	86
10-4510-213 SUPPLIES-SAFETY	\$3,150.00	\$3,150.00	\$476.12	\$612.13	\$0.00	\$2,061.75	19
10-4510-251 MOTOR FUEL AND LUBRI	\$19,440.00	\$19,440.00	\$229.40	\$20,449.91	\$3,857.24	(\$1,239.31)	105
10-4510-260 SUPPLIES-OFFICE	\$250.00	\$250.00	\$0.00	\$84.75	\$0.00	\$165.25	34
10-4510-299 SUPPLIES AND MATERIA	\$6,600.00	\$7,888.00	\$2,365.66	\$4,647.57	\$725.09	\$874.77	59
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	\$1,569.93	\$239.77	\$674.07	70
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	\$47,942.99	\$554.08	\$5,901.01	89
10-4510-351 MAINTENANCE-BUILDING	\$4,000.00	\$4,000.00	\$0.00	\$1,323.71	\$156.21	\$2,676.29	33
10-4510-352 MAINTENANCE-EQUIPMEN	\$4,000.00	\$4,000.00	\$0.00	\$3,646.35	\$147.46	\$353.65	91
10-4510-353 MAINTENANCE-VEHICLES	\$9,500.00	\$9,500.00	\$0.00	\$12,212.79	\$159.49	(\$2,712.79)	129
10-4510-354 MAINTENANCE GROUNDS	\$18,000.00	\$18,000.00	\$0.00	\$9,947.00	\$650.00	\$8,053.00	55
10-4510-356 MAINTENANCE-STREETS	\$2,500.00	\$2,500.00	\$0.00	\$1,984.75	\$644.25	\$515.25	79
10-4510-396 MEDICAL SERVICES	\$0.00	\$0.00	\$0.00	\$117.98	\$117.98	(\$117.98)	0
10-4510-440 MAINTENANCE CONTRACT	\$1,304.00	\$1,304.00	\$0.00	\$832.65	\$87.60	\$471.35	64
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	\$1,056.78	\$0.00	\$423.22	71
10-4510-550 CAP.OUTLAY-OTHER EQU	\$18,300.00	\$18,300.00	\$0.00	\$17,579.31	\$0.00	\$720.69	96
4510-10-STREETS OPERATIONS	\$502,402.00	\$1,122,113.00	\$382,012.14	\$559,111.42	\$26,742.50	\$180,989.44	84

10-4510-251 Motor Fuel & Lubricants - We've used more than expected and pricing has went up

10-4510-353 Maintenance Vehicles - Over due to unexpected Bucket truck repair. We now this adjustment needs to be made.

10-4510-396 Medical Services - Error in posting has been corrected as of 5/2

Town of Spencer

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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	\$180,167.05	\$18,454.72	\$5,773.95	97
10-4710-122 SALARIES/WAGES-OVERT	\$2,500.00	\$2,500.00	\$0.00	\$1,761.39	\$139.00	\$738.61	70
10-4710-127 SALARIES/WAGES-BONUS	\$4,400.00	\$4,400.00	\$0.00	\$3,500.00	\$0.00	\$900.00	80
10-4710-181 FICA	\$13,947.00	\$13,947.00	\$0.00	\$13,427.94	\$1,354.68	\$519.06	96
10-4710-182 RETIREMENT	\$23,537.00	\$23,537.00	\$0.00	\$23,584.55	\$2,407.60	(\$47.55)	100
10-4710-183 GROUP INSURANCE	\$38,143.00	\$38,143.00	\$0.00	\$32,404.38	\$2,120.98	\$5,738.62	85
10-4710-184 401K CONTRIBUTION	\$5,557.00	\$5,557.00	\$0.00	\$6,190.49	\$644.30	(\$633.49)	111
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	\$1,062.75	\$22,571.96	\$0.00	\$5,360.29	78
10-4710-211 JANITORIAL SUPPLIES	\$500.00	\$500.00	\$0.00	\$420.70	\$122.55	\$79.30	84
10-4710-212 UNIFORMS	\$5,000.00	\$5,000.00	\$0.00	\$4,570.98	\$481.70	\$429.02	91
10-4710-213 SAFETY SUPPLIES	\$1,000.00	\$1,000.00	\$476.11	\$0.00	\$0.00	\$523.89	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	\$152.94	\$13,633.26	\$2,571.49	(\$334.20)	101
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	\$1,197.92	\$95.01	\$106.08	92
10-4710-352 MAINTENANCE-EQUIPMEN	\$3,950.00	\$3,950.00	\$0.00	\$3,311.36	\$165.00	\$638.64	84
10-4710-353 MAINTENANCE-VEHILCES	\$6,000.00	\$6,000.00	\$0.00	\$9,343.89	\$1,936.50	(\$3,343.89)	156
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	\$45,665.36	\$4,872.16	\$11,334.64	80
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	\$1,691.80	\$755,301.09	\$35,365.69	\$61,191.11	93

10-4710-251 Motor Fuel and Lubricants - we've used more than expected and pricing has fluctuated
 10-4710-353 Maintenance Vehicles - Unexpected DEF repair on secondary trash truck
 10-4710-452 Insurance Vehicles - Premium more than expected

Town of Spencer

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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	\$12,415.71	\$1,178.00	\$4,419.29	74
10-6110-127 SALARIES/WAGES-BONUS	\$500.00	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	100
10-6110-181 FICA	\$1,260.00	\$1,260.00	\$0.00	\$988.09	\$90.12	\$271.91	78
10-6110-194 CONTRACT SERVICES	\$2,000.00	\$2,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	50
10-6110-260 SUPPLIES-OFFICE	\$600.00	\$350.00	\$0.00	\$111.70	\$0.00	\$238.30	32
10-6110-299 SUPPLIES	\$2,050.00	\$2,300.00	\$0.00	\$1,664.50	\$155.69	\$635.50	72
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	\$1,312.23	\$187.85	\$936.77	58
10-6110-331 UTILITIES	\$9,264.00	\$9,264.00	\$0.00	\$7,143.96	\$441.68	\$2,120.04	77
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	\$163.99	\$150.00	\$136.01	55
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	\$2,126.00	\$37.20	(\$335.00)	119
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	\$32,867.50	\$2,240.54	\$9,583.50	77

10-6110-440 Maintenance Contract - Set up of new laptop.

Town of Spencer

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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	\$2,987.24	\$522.19	\$2,184.76	58
10-6120-357 MAINTENANCE-PARKS AN	\$11,100.00	\$14,039.00	\$395.00	\$3,343.54	\$0.00	\$10,300.46	24
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	\$4,000.00	\$0.00	\$0.00	100
10-6120-850 TRANSFER TO PROJECTS	\$225,000.00	\$225,000.00	\$0.00	\$7,950.00	\$0.00	\$217,050.00	4
6120-10-RECREATION	\$246,154.00	\$249,093.00	\$395.00	\$19,312.78	\$522.19	\$229,385.22	8

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2024-04-29

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	\$6,506,518.00	\$0.00	\$4,206,497.99	\$135,740.10	\$2,397,261.89	65
	FundExpTot	\$5,475,478.00	\$6,506,518.00	\$647,383.68	\$4,228,204.31	\$300,581.77	\$1,630,930.01	75
Grand Totals:								
	TotalRev	\$5,475,478.00	\$6,506,518.00	\$0.00	\$4,206,497.99	\$135,740.10	\$2,397,261.89	65
	TotalExp	\$5,475,478.00	\$6,506,518.00	\$647,383.68	\$4,228,204.31	\$300,581.77	\$1,630,930.01	75

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2024-04-29

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	\$0.00	\$12,205.74	111
20-3831-000 INVESTMENT EARNINGS	\$13,000.00	\$13,000.00	\$0.00	\$6,535.83	\$0.00	\$6,464.17	50
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	\$129,741.57	\$0.00	\$288,669.91	33
4510-20-STREETS OPERATIONS							
-							
20-4510-121 SALARIES/WAGES-REGUL	\$11,512.00	\$11,512.00	\$0.00	\$9,085.44	\$887.74	\$2,426.56	79
20-4510-127 SALARIES/WAGES-BONUS	\$200.00	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	100
20-4510-181 FICA	\$846.00	\$846.00	\$0.00	\$710.41	\$67.92	\$135.59	84
20-4510-182 RETIREMENT	\$1,428.00	\$1,428.00	\$0.00	\$1,172.86	\$114.60	\$255.14	82
20-4510-183 GROUP INSURANCE	\$1,838.00	\$1,838.00	\$0.00	\$1,367.55	\$149.03	\$470.45	74
20-4510-184 401K CONTRIBUTION	\$553.00	\$553.00	\$0.00	\$454.20	\$44.38	\$98.80	82
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	\$815.00	\$815.00	\$1,185.00	41
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	\$307,310.41	\$2,078.67	\$86,689.59	78
Reporting Fund: 20-POWELL BILL							
FundRevTot	\$174,000.00	\$394,000.00	\$0.00	\$129,741.57	\$0.00	\$288,669.91	33
FundExpTot	\$174,000.00	\$394,000.00	\$0.00	\$307,310.41	\$2,078.67	\$86,689.59	78
Grand Totals:							
TotalRev	\$174,000.00	\$394,000.00	\$0.00	\$129,741.57	\$0.00	\$288,669.91	33
TotalExp	\$174,000.00	\$394,000.00	\$0.00	\$307,310.41	\$2,078.67	\$86,689.59	78

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2024-04-29

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	\$0.00	\$6,790.27	\$0.00	\$534.73	93
30-4310-540 CO - VEHICLES	\$85,349.00	\$148,185.00	\$0.00	\$141,289.07	\$0.00	\$6,895.93	95
30-4310-550 CO - OTHER EQUIP	\$50,149.00	\$67,977.00	\$9,995.39	\$51,255.13	\$10,028.72	\$6,726.48	75
4310-30-POLICE OPERATIONS	\$142,823.00	\$223,487.00	\$9,995.39	\$199,334.47	\$10,028.72	\$14,157.14	94
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	\$901,815.39	\$200,534.47	\$10,028.72	\$80,432.14	93
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	\$901,815.39	\$200,534.47	\$10,028.72	\$80,432.14	93

Town of Spencer

Fiscal Period - FY 23-24 Date Range - 2023-07-01 - 2024-04-29

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	\$60,000.00	\$0.00	\$60,000.00	0
0000-70-Revs		\$0.00	\$0.00	\$0.00	\$60,000.00	\$0.00	\$60,000.00	0
4130-70-ADMINISTRATION								
-								
70-4130-187 INSURANCE REIMBURSEM		\$0.00	\$0.00	\$0.00	\$46,465.66	\$0.00	(\$46,465.66)	0
4130-70-ADMINISTRATION		\$0.00	\$0.00	\$0.00	\$46,465.66	\$0.00	(\$46,465.66)	0
Reporting Fund: 70-HEALTH INSURANCE REIMBURSEMENT								
	FundRevTot	\$0.00	\$0.00	\$0.00	\$60,000.00	\$0.00	\$60,000.00	0
	FundExpTot	\$0.00	\$0.00	\$0.00	\$46,465.66	\$0.00	(\$46,465.66)	0
Grand Totals:	TotalRev	\$0.00	\$0.00	\$0.00	\$60,000.00	\$0.00	\$60,000.00	0
	TotalExp	\$0.00	\$0.00	\$0.00	\$46,465.66	\$0.00	(\$46,465.66)	0

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Town of Spencer

Fiscal Period - YADKIN RIVER TRAILHEAD Date Range - 2020-07-01 - 2023-12-31

Account		Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 90-YADKIN RIVER TRAIL								
0000-90-Revs								
-								
90-3985-240 YADKIN RIVER TRAIL D		\$20,559.00	\$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 - 2024-04-29

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	\$0.00	\$0.00	0
91-4210-910 TRANSFER TO GENERAL		\$0.00	\$812,997.00	\$0.00	\$812,997.00	\$0.00	\$0.00	100
4210-91-CORONAVIRUS ARPA		\$1,037,997.00	\$1,037,997.00	\$0.00	\$812,997.00	\$0.00	\$225,000.00	78
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	\$812,997.00	\$0.00	\$225,000.00	78
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	\$812,997.00	\$0.00	\$225,000.00	78

Town of Spencer

Fiscal Period - DOWNTOWN PARK PROJECT Date Range - 2021-07-01 - 2024-04-29

Account		Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
<u>Reporting Fund: 92-DOWNTOWN PARK PROJECT</u>								
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	\$173,086.30	\$21,200.00	\$151,913.70	53
0000-92-Revs		\$100,000.00	\$1,725,000.00	\$0.00	\$173,086.30	\$21,200.00	\$1,551,913.70	10
6120-92-RECREATION								
-								
92-6120-194 TOWN PARK CONTRACTED		\$0.00	\$160,000.00	\$62,850.00	\$97,150.00	\$21,200.00	\$0.00	61
92-6120-580 CO-INFRASTRUCTURE		\$100,000.00	\$1,565,000.00	\$38.70	\$75,936.30	\$17,283.50	\$1,489,025.00	5
6120-92-RECREATION		\$100,000.00	\$1,725,000.00	\$62,888.70	\$173,086.30	\$38,483.50	\$1,489,025.00	14
<u>Reporting Fund: 92-DOWNTOWN PARK PROJECT</u>								
FundRevTot		\$100,000.00	\$1,725,000.00	\$0.00	\$173,086.30	\$21,200.00	\$1,551,913.70	10
FundExpTot		\$100,000.00	\$1,725,000.00	\$62,888.70	\$173,086.30	\$38,483.50	\$1,489,025.00	14

Grand Totals:	TotalRev	\$100,000.00	\$1,725,000.00	\$0.00	\$173,086.30	\$21,200.00	\$1,551,913.70	10
	TotalExp	\$100,000.00	\$1,725,000.00	\$62,888.70	\$173,086.30	\$38,483.50	\$1,489,025.00	14

Town of Spencer

Fiscal Period - COMMUNITY DEV BLOCK GRANT Date Range - 2023-10-10 - 2024-04-29

Account		Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 95-CDBG-NR GRANT PROJECT								
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	\$6,800.00	\$1,500.00	\$668,200.00	1
95-4195-695 CDBG NR ADMIN		\$70,000.00	\$75,000.00	\$0.00	\$9,197.50	\$1,305.00	\$65,802.50	12
4195-95-CDBG GRANT		\$750,000.00	\$750,000.00	\$0.00	\$15,997.50	\$2,805.00	\$734,002.50	2
Reporting Fund: 95-CDBG-NR GRANT PROJECT								
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	\$15,997.50	\$2,805.00	\$734,002.50	2
Grand Totals:								
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	\$15,997.50	\$2,805.00	\$734,002.50	2

Town of Spencer

Fiscal Period - 17 ST STORMWATER IMROVEMENTS Date Range - 2024-02-01 - 2024-04-29

Account		Original Budget	Amended Budget	Encumbered YTD	Activity YTD	Activity MTD	Current Balance	Used Pct
Reporting Fund: 96-17ST STORMWATER IMPROVEMENTS								
0000-96-Revs								
-								
-								
96-3985-002 OTHER GRANTS		\$1,959,462.00	\$1,959,462.00	\$0.00	\$0.00	\$0.00	\$1,959,462.00	0
0000-96-Revs		\$1,959,462.00	\$1,959,462.00	\$0.00	\$0.00	\$0.00	\$1,959,462.00	0
4196-96-17TH STREET STORMWATER								
-								
-								
96-4196-198 SERVICES-ENGINEERING		\$320,000.00	\$320,000.00	\$253,722.75	\$66,277.25	\$0.00	\$0.00	21
96-4196-580 CO-INFRASTRUCTURE		\$1,490,420.00	\$1,490,420.00	\$0.00	\$0.00	\$0.00	\$1,490,420.00	0
96-4196-999 CONTINGENCIES		\$149,042.00	\$149,042.00	\$0.00	\$0.00	\$0.00	\$149,042.00	0
4196-96-17TH STREET STORMWATER		\$1,959,462.00	\$1,959,462.00	\$253,722.75	\$66,277.25	\$0.00	\$1,639,462.00	16
Reporting Fund: 96-17ST STORMWATER IMPROVEMENTS								
FundRevTot		\$1,959,462.00	\$1,959,462.00	\$0.00	\$0.00	\$0.00	\$1,959,462.00	0
FundExpTot		\$1,959,462.00	\$1,959,462.00	\$253,722.75	\$66,277.25	\$0.00	\$1,639,462.00	16
Grand Totals:								
TotalRev		\$1,959,462.00	\$1,959,462.00	\$0.00	\$0.00	\$0.00	\$1,959,462.00	0
TotalExp		\$1,959,462.00	\$1,959,462.00	\$253,722.75	\$66,277.25	\$0.00	\$1,639,462.00	16



704-633-2231
spencernc.gov

Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 05/09/2024

Issue under Consideration:	Library Report
Current Status:	N/A
Points to Consider:	N/A
Financial Impact:	N/A
Options:	N/A
Recommendations:	For Information & Discussion
Department:	Library
Attachments:	1. Library April Report 2. Library April Statistics

April Library Report

The month of April was mainly a month in which to plan our British tea party featuring the author Patti Callahan Henry. Thirty-two guests will be able to attend this event, and it is presently full. Cucumber sandwiches, cheese straws, and cream cheese mints will be donated by Molly Birth. Gluten-free pumpkin maple cupcakes will be baked by Lori. Scones, lemon bars, and other pastries will be purchased from the Tea for Two in China Grove at a discounted price. Several community members have loaned tablecloths, silver, and china teacups. Silk flowers were donated by Sue Schultz. This event will only be from 2 - 3 p.m. as our author has another program in Albemarle in the early evening.



Since April was earmarked as the time to educate the public on the facts of child abuse in our area, the program of a panel of experts discussing this subject was held on April 16th at four p.m. Pictured above, from left to right, are: Chief Michael File, who presented some interesting facts regarding his experience as police chief on this subject; Erin Moody, who displayed several slides in a PowerPoint presentation; and Roxie Cashwell, a Social Work Services Program Administrator who explained how to report suspected child abuse. Some of the topics covered included the types of child abuse, signs of potential abuse, how to report this, and to whom to direct the reports. Afterward, the guests enjoyed sharing Sub sandwiches and chips donated by the Rockwell Subway and the Spencer Food Lion.

Our Summer Reading Program is being planned this month. It will begin on June 4th and finish on the 23rd of July. Every Tuesday at 3 p.m. starting **June 4th**, the Spencer Library will host different speakers to highlight some aspects of the Wild West. On the first Tuesday, **June 4th**, the librarian will introduce the theme of the summer by reading some cowboy books and making some Western-related crafts. On **June 11th**, Evan Burleyson, the Rowan Museum Director, will demonstrate goldmining outside for the children and will encourage their participation. Come and mine with us for

treasure! On **June 18th**, Ramona Big Eagle of the Tuscarora tribe will begin her Native American presentation at 4 p.m. She will play her drum, sing, and bring various authentic artifacts. Please do not miss out on this event as it is the only Native American program planned for the summer. Jon Sundell, storyteller and singer of banjo and guitar music, will entertain us on **June 25th** at 3 p.m. He will read some famous cowboy tales such as *Pecos Bill*. On **July 2nd** at 3 p.m., a local farmer who tends cattle will bring one of his calves and will show the children how to take care of one. Lash Toru, a famous rope-trick cowboy who is also very adept with a gun, will show some Wild West activities in person and on video at 3 p.m. On **July 16th** at 3 p.m., Janna of Saving Grace Farms will be bringing two ponies, and the children will be able to touch and feed them. Call the library at 704-636-9072 to register your children. Come corral some good books this summer!



		Door Count	Adult Circulation	Children Circulation	Research Questions	New Cards Issued	Students Tutored	Volunteers/ Tutors	Corres. Due Date
Apr. 2024									
4/1/2024	Mon.	4	5	10	2	1			4/14/2024
4/2/2024	Tues.	6	1		2	2			4/15/2024
4/3/2024	Wed.	5	1	5	1	1		2	4/16/2024
	Thurs.								
	Fri.								
WEEK TOTAL:		15	7	15	5	4			
4/8/2024	Mon.	13		6	6	3			4/20/2024
4/9/2024	Tues.	0							4/21/2024
4/10/2024	Wed.	5	2						4/22/2024
	Thurs.								
	Fri.								
WEEK TOTAL:		18	2	6	6	3			
4/15/2024	Mon.	3	7						4/29/2024
4/16/2024	Tues.	9	1					1	4/30/2024
4/17/2024	Wed.	6	1						5/1/2024
	Thurs.								
	Fri.								
WEEK TOTAL:		18	9						
4/22/2024	Mon.	7	1	3					5/6/2024
4/23/2024	Tues.	4	4						5/7/2024
4/24/2024	Wed.	1	1		1				5/8/2024
	Thurs.								
	Fri.								
		12	6	3	1				
4/29/2024	Mon.	8	2	6		3			5/13/2024
4/30/2024	Tues.	4	3	2		2			5/14/2024
	Wed.	3	3						5/15/2024
	Thurs.								1/13/1900
	Fri.								1/13/1900
WEEK TOTAL:		15	8	8		5			*****
MONTH TOTAL:		78	32	32	12	12			*****

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AGENDA ITEM

Board Meeting Date: 5/9/2024

(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: May 3, 2024
Re: May 2024 Town Manager Report

Third annual ARPA report submitted to US Treasury

The FY25 budget recommendation includes an updated ARPA supplanted funds spending plan, to guide the investment of over \$1 million in our community over three years. The US Treasury's third annual reporting deadline was April 30 and the Town submitted the report on April 18. This report noted that we have 3 projects set up to cover salaries for some Police, Fire, and Administrative staff, and that we have obligated and expended approximately 75 percent of our funds. The remaining funds will be expended in the coming fiscal year.

Recognition of our team members

This month, many professional fields in local government are being recognized as noted below, including the overarching celebration of National Public Service Recognition Week. While Spencer's staff deserves appreciation year-round, I share my gratitude for our team members celebrating each of these professional times of recognition. I am thankful to work such an outstanding of a team of dedicated professionals, working together to improve our community.

Thinking about our entire team, I am grateful for the contributions of each member the talents provided by them. Spencer's goals will only be accomplished through teamwork, so it is great to have all these designated celebrations for our team of professionals and their careers in public service.

May 4: [International Firefighters Day](#)

May 5-11: [Public Service Recognition Week](#)

May 5-11: [Professional Municipal Clerks Week](#)

May 12-18: [National Police Week](#)

May 19-25: [National Public Works Week](#)

Dragon Boat Festival – July 27!

The Town will once again enter a team into the Rowan Chamber Dragon Boat Festival, scheduled for Saturday, July 27. Kyle Harris will serve as Team Captain this year. We hope to have paddlers from last year's team interested in returning and also additional Town staff in the boat this year. Anyone interested should contact Kyle Harris or me for more information.



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Rowan's Original Gateway.

AGENDA ITEM

Board Meeting Date: 5/9/2024

Issue under Consideration:	CONSIDER APPROVING FY24 AUDIT CONTRACT WITH RH CPAs, PLLC
Current Status:	The Town issued an RFP for Audit Services in January 2023. The RFP was issued to comply with ARPA guidance the Town had received related to audit services.
Points to Consider:	In January 2023 the Town solicited bids from six firms that were qualified to perform the Town's audit based on information from the LGC's website. RH CPA firm was selected for the FY23 Audit. In this same proposal, RH CPA firm proposed \$22,00 for the FY 24 Audit Services.
Financial Impact:	The total cost for the FY24 audit and preparing the financial statements is \$22,000.
Options:	Accept or decline vote of the Board of Aldermen
Recommendations:	Motion to approve Contract.
Department:	Administration

April 17, 2024

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

We are pleased to confirm our understanding of the services we are to provide Town of Spencer for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of the Town of Spencer as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Spencer's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Spencer's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Total Pension Liability as a Percentage of Covered Payroll for the Law Enforcement Officers' Special Separation Allowance
- 3) Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
- 4) Schedule of the Proportionate Share of the Net Pension Liability (Asset) for Local Government Employees' Retirement System
- 5) Schedule of Contributions to Local Government Employees' Retirement System

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

- 1) Schedule of expenditures of federal and State awards, if applicable
- 2) Individual Fund Statements and Schedules
- 3) Other schedules

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

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

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

A presumed risk of material misstatement related to revenue recognition exists. We consider the risk to be the existence and cut-off of income for all revenue streams. There is also risk of management bias in developing estimates of allowance for doubtful accounts.

A presumed risk of management override of controls exists. We consider timing, resources, and control design to be the underlying drivers for this type of risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and

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

Audit Procedures—Compliance

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

Other Services

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

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

Responsibilities of Management for the Financial Statements

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

accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

We expect to begin our audit during June 2024 and to issue our reports no later than October 31, 2024. Diana E. Hardy, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross audit fee, including expenses, will not exceed \$22,000 plus 2,500 for each additional Single Audit required. Assistance with the preparation of Management Discussion & Analysis will be \$1,000 minimum. Assistance and/or drafting of the depreciation/PP&E schedules will be \$1,000 minimum. Filing reports with the State and Federal agencies (i.e. LGC) is \$2,500 minimum. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our initial invoice of one-half of total fees will be rendered at the commencement of the audit. Our remaining invoices for these fees will be rendered each month as work progresses and are payable on presentation, up to 75% with a final bill produced after presentation to the Board of Aldermen. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Reporting

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

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

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

Kind regards,

RH CPA, PLLC

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



The	Governing Board
of	Primary Government Unit
and	Discretely Presented Component Unit (DPCU) (if applicable)

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

and	Auditor Name
	Auditor Address

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
-----	--------------------	-------------------------------------

Must be within four months of FYE

hereby agree as follows:

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

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

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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

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

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

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

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

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

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

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

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

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

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

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

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

FEES FOR AUDIT SERVICES

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

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

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

Name:

Title and Unit / Company:

Email Address:

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

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

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

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

Primary Government Unit	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

Discretely Presented Component Unit	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm*	
Authorized Firm Representative (typed or printed)*	Signature*
Date*	Email Address*

GOVERNMENTAL UNIT

Governmental Unit*	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

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

704-633-2231
spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

Rowan's Original Gateway.

AGENDA ITEM

Board Meeting Date: May 9, 2024

Issue under Consideration:	Mayor and Board of Aldermen to consider the acceptance of a \$275,000 Rural Downtown Economic Development grant from NC Commerce, which entails a 5% local match (\$13,750) and to authorize the mayor and staff to execute a grant agreement in keeping with the grant program criteria.
Current Status:	The Rural Infrastructure Commission, on behalf of the NC Department of Commerce, has awarded the Town of Spencer a \$275,000 Rural Downtown Development Grant to be applied to the Spencer Town Park and Multi-Use Pavilion project.
Points to Consider:	The planning and design phase of the Spencer Town Park revealed potential cost overruns due to inflation and market forces. In anticipation of these concerns, staff sought additional funding to offset potential price increases associated with the park construction process.
Financial Impact:	The grant award is \$275,000. The required 5% local match equates to \$13,750. The Town Board has previously budgeted \$225,000 in local funds for the project. The grant criteria allow these currently budgeted funds to fulfill the local match requirement.
Options:	The BOA has the option to accept the grant award in accordance with the grant guidelines. Alternately, the Board may decline acceptance of the grant.
Recommendations:	Staff recommends that the Mayor and Board of Aldermen accept the \$275,000 Rural Downtown Economic Development grant, recognizing the budget implications of the \$13,750 local match.
Department:	Administration / Special Projects Planning
Attachments:	NA

DOWNTOWN PARK PROJECT BUDGET ORDINANCE
FOR THE TOWN OF SPENCER,
NORTH CAROLINA
PROJECT BUDGET ORDINANCE AMENDMENT 23-19.001
MAY 9, 2024

BE IT ORDAINED by the Governing Board of the Town of Spencer, North Carolina, the following amended anticipated revenues, and expenditures from the Rural Downtown Economic Development Grant from the NC Commerce are hereby appropriated and approved for the Downtown Park Project amending Ordinance 22-018 and

Section 1. The Town accepts the grant identified and authorizes the Town Manager to sign on behalf of the Town any documents related to the grant's acceptance and

Section 4. To appropriate revenues and expense appropriations as follows for a grant from the NC Commerce of \$275,000:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
92-3985-002	Other Grants	\$1,400,000	\$1,675,000	<u>\$275,000</u>

Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
92-6120-580	Capital Outlay - Infrastructure	\$1,565,000	\$1,840,000	\$275,000

Section 5. Copies of this project budget amendment shall be furnished to the Clerk to the Governing Board, and to the Town Manager and the Finance Manager for record-keeping.

Adopted this 9th day of May 2024.

Anna Kanode Ward, Town Clerk

Jonathan Williams, Mayor

704-633-2231
townofspencer.com



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 5/9/24

Issue under Consideration:	Insurance Payment Budget Ordinance Amendment
Current Status:	The Town has received \$415.00 for decals and \$1,000 for the deductible reimbursement for the 20022 Dodge Ram insurance claim 36230114293.
Points to Consider:	The Town needs to appropriate these funds to the police expenditure line for vehicle repair expenses.
Financial Impact:	The cost of the repairs is covered by the insurance reimbursement.
Options:	Accept or decline by vote of the Board of Aldermen
Recommendations:	Motion to approve Insurance Payment Budget Ordinance Amendment 23-14.018.
Department:	Police

AN ORDINANCE AMENDING
THE TOWN OF SPENCER, NORTH CAROLINA
GENERAL FUND FY 23-24 BUDGET
ORDINANCE 23-14.018
MAY 9, 2024

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. To amend the FY 23-24 expense appropriations as follows: Appropriate funds from an insurance payment received for wrecked Police vehicle to fund other Police vehicle maintenance.

Section 2. The following line items are amended as follows:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
10-3838-000	Insurance Reimbursement	\$3810.00	\$5,225	\$1,415

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
10-4310-353	Maintenance-Vehicles	\$10,310	\$11,725	\$1,415

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

Adopted this 9th day of May 2024.

Anna Kanode Ward, Town Clerk

Jonathan Williams, Mayor

704-633-2231
spencernc.gov

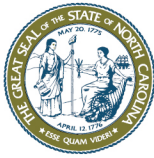


Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: 05/09/2023

Issue under Consideration:	Consider accepting a Rural Economic Development (RED) Grant from NC Commerce and authorizing the Mayor and Staff to execute related documents
Current Status:	The Board of Aldermen considered support of this project during the FY24 Budget workshop and adopted a resolution of support in July of 2024. The grant was awarded earlier in the Fiscal year and NC Commerce has now provided contract documents to the Town for accepting the grant.
Points to Consider:	Cabarrus Rowan Community Health Centers, Inc. (CRCHC) provides comprehensive primary and preventive health care in Cabarrus and Rowan Counties. In 2022, CRCHC served 15,860 total patients with 36,333 medical visits, 4,871 dental visits, 5,436 mental health visits, and 736 SUD visits via seven fixed service delivery sites in Concord, Salisbury, Spencer, and China Grove, as well as a mobile unit site based in Concord. CRCHC is planning an expansion of its North Rowan Clinic to add medical, behavioral health, substance abuse, and pharmacy services. CRCHC anticipates an economic impact in the amount \$1.3M dollars, while creating seven new jobs through the expansion of services with salaries ranging from \$37,500 to \$110,000. The estimated project cost is \$1,350,000 and is seeking a variety of funding sources. For the remaining \$150,000, CRCHC is seeking a NC Dept of Commerce Rural Economic Development Building Reuse grant to cover half or \$75,000 of the remaining funds. The Grant requires the applicant to match NC Commerce funds with Cash, and for a local government contribution of 5 percent towards the applicant's cash match.
Financial Impact:	The Local Government contribution towards the \$75,000 grant application is \$3,750, which is being shared by the Towns of Spencer and East Spencer. This grant and match is programmed in the FY25 recommended budget.
Options:	
Recommendations:	Motion to accept a Rural Economic Development (RED) Grant from NC Commerce and authorize the Mayor and Staff to execute related documents.
Department:	Town Manager
Attachments:	1. NC Commerce RED Grant contract documents



**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Roy Cooper
GOVERNOR

Machelle Baker Sanders
SECRETARY

Kenny Flowers
ASSISTANT SECRETARY

April 24, 2024

Mr Peter Franzese
Town Manager
Town of Spencer
PO Box 45
600 S. Salisbury Street
Spencer, NC 28159-0045

Re: Contract Agreement for Grant Number 2024-022-3201-2587; Your Signature and Reply is Requested
Project Title: "Cabarrus Rowan Community Health Care, Inc." – REVISION #1

Dear Town Manager Franzese:

Enclosed for your review and signature is a complete set of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H	Deed of Trust Documentation	Highest Elected Official – Unit of Local Government

Execute these documents, scan a quality copy and return to my attention at rgpreports@commerce.nc.gov. If you have any questions or if I can be of any assistance, please contact me at bethany.davenport@commerce.nc.gov.

Sincerely,

Bethany P. Davenport
Business & Fiscal Compliance Officer

Enclosure

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with the **Town of Spencer** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Cabarrus Rowan Community Health Centers, Inc., a North Carolina nonprofit corporation** (the “Owner”) owns certain real property located at:

300 N. Salisbury Ave
Spencer, NC 28159

in **Rowan** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

- 3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **2/15/2024** ("Effective Date") and shall terminate on **2/15/2025** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
- 4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$75,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit

are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under

- this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary

(including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit

hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
 - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
 - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
 - (d). The Governmental Unit is solvent.
 - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be

utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant

Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver

includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.
18. Special Provisions and Conditions.
 - (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
 - (b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
 - (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
 - (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however,

- that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Mr. Peter Franzese**
Town Manager
Town of Spencer
PO Box 45
460 S. Salisbury Avenue
Spencer, NC 28159-0045

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Town of Spencer

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]



Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 4/24/2024

**EXHIBIT A
SCOPE OF PROJECT**

Summary: This project will support the expansion of a building located at 300 N. Salisbury Avenue. The building was constructed in 2002. Cabarrus Rowan Community Health Centers, Inc. is a primary health clinic. The center plans to add 2,366 SF to their existing facility.

**EXHIBIT B
PAYMENT SCHEDULE****Eligible Expenditures:**

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Copies of eligible project invoices that support the request amount,
3. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
4. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**EXHIBIT C
REPORTING SCHEDULE**

Progress reports are due on January 15th and July 15th for each year that the grant remains open. The final report and job verification documentation are due at the time of project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

**EXHIBIT D
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.
2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce.
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos that show a variety of views of the completed project.

All forms, including reporting and request for payment, can be found on the Commerce website at <http://www.commerce.nc.gov/rgp>. Email completed forms and reports to rgpreports@commerce.nc.gov.

Town of Spencer (the “Governmental Unit”) enters into this Loan Agreement and Legally Binding Commitment (the “LBC,” including the “Loan,” defined below with **Cabarrus Rowan Community Health Centers, Inc., a North Carolina nonprofit corporation** (the “Owner” and, together with the Governmental Unit, the “Parties”).

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the “Rural Authority”) of the State of North Carolina (“State”) has awarded a grant (the “Grant”) to the Governmental Unit, and the North Carolina Department of Commerce (“Commerce”), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the “Grant Agreement”) between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

300 N. Salisbury Ave
Spencer, NC 28159

in **Rowan** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. **Third-Party Beneficiary.** The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$75,000.00** (the “Loan”), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A “New Job” shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **126** full-time jobs in North Carolina (“Baseline Number”) that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **7** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental

Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.

- (a). A “Project Change” is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

5. Term of LBC. The effective period of this LBC shall commence **2/15/2024** (“Effective Date”) and shall terminate **2/15/2025** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the “Termination Date”) or unless extended for an express term in writing by the Governmental Unit.

6. Independent Status of the Governmental Unit.

- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the

Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability

or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
 - (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.

- (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner’s expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
 - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **\$10,714.29** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.
- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project

- (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
 - (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, “Laws”) of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
 - (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
 - (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: Mr. Peter Franzese

Town Manager

PO Box 45

460 S. Salisbury Ave.

Spencer, NC 28159

To the Owner:

Attn: _____

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2024-022-3201-2587** (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender the **Town of Spencer** or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including **\$75,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

300 N. Salisbury Ave
Spencer, NC 28159

in **Rowan** County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner (“First Demand”) in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand (“Second Demand”) to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____ , 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____ , 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM – Revision #1

EXHIBIT G
2024-022-3201-2587

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, “Company”) filed with the Division of Employment Security (“DES”) of the North Carolina Department of Commerce to the **Town of Spencer** (“Governmental Unit”) and to the employees of the Rural Economic Division of the North Carolina Department of Commerce (“Rural Division”) and members of the North Carolina Rural Infrastructure Authority (“Rural Authority”) for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company’s quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company’s aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee’s line item unemployment insurance tax or other tax or wage information.

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Cabarrus Rowan Community Health Centers, Inc., a North Carolina nonprofit corporation**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

- ☐ The Governmental Unit will secure the funds with a Deed of Trust listing the **Town of Spencer** as the beneficiary in the amount of **\$75,000.00**.
- ☐ The **Town of Spencer** (“Governmental Unit”) has elected NOT to secure with a deed of trust on the subject property the **\$75,000.00** in grant funds awarded by the North Carolina Department of Commerce (“Commerce”) for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner’s failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	<u>Town of Spencer</u>
By (Signature):	
Printed Name:	
Title:	
Date:	

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Spencer, NC 28159-0045

Rowan's Original Gateway.

AGENDA ITEM

Board Meeting Date: May 9, 2024

Issue under Consideration:	Mayor and Board to consider acceptance of a \$20,000 grant from the Blanche and Julian Robertson Family Foundation (BJRFF) for design services related to upfitting the property located at 401 11 th Street (Former Carter House).
Current Status:	In 2023, the Town of Spencer received a donation of real property located at 401 11 th Street from the Three Rivers Land Trust. The donation was made possible by the generosity of a private donor. The house and surrounding 1.16 acres are located adjacent to the Fred and Alice Stanback Educational Forest. The BOA recently re-zoned the property for CIVIC land use.
Points to Consider:	The residential property is suitable for conversion to a public facility and potential use as an office and maintenance facility for the Stanback Educational Forest. The 2668 sq. ft building is organized with a main floor, a large, walkout basement and an attached, 696 sq. ft, 2-car garage. There are building code considerations regarding conversion from a residential structure to a commercial /, governmental use that will require design services provided by a professional architect along with supporting engineering analysis.
Financial Impact:	The cost of the design services is estimated to be \$35,000 to \$45,000. The grant amount is \$20,000. Additional funds from the town operating budget may be needed to accomplish the goals of the design program.
Options:	The BOA has the option to accept or decline the \$20,00 BJRFF grant.
Recommendations:	Staff recommends that the Mayor and Board of Aldermen accept the BJRFF grant.
Department:	Administration / Special Projects Planning
Attachments:	NA

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AGENDA ITEM

Board Meeting Date: 05/07/2024

Issue under Consideration:	Consider approving the acceptance of a Margret Woodson Foundation Grant of \$5,000 and a \$6,000 grant from the Blanche and Julian Robertson Foundation for a total of \$11,000 to support the Downtown Spencer Mural Project.
Current Status:	The Spencer Mural Selection Committee has received the second round of concept art from the artist Max Dowdle and the artist Amiri Farris has received the panels and is currently working on the art to be installed on the former Ludwig Linoleum and Carpet Building
Points to Consider:	The goal of the Downtown Spencer Mural Walk Project 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 Towns identity going forward.
Financial Impact:	The increase of \$11,000 in the Downtown Spencer Mural Walk Project Budget
Options:	Approve or Reject the funds from the Margret Woodson Foundation Grant and the Blanche and Julian Robertson Foundation
Recommendations:	Accept the Funds
Department:	Planning
Attachments:	1.

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Post Office Box 45
Spencer, NC 28159-0045

Date: 05/02/2024

To: Board of Aldermen

From: Skye Allan, MPA Intern

Re: Mayor and Board of Aldermen to Consider Accepting a Budget Amendment from the Blanche and Julian Robertson Family Foundation and the Margret Woodson Foundation

Several months ago, staff applied for a several grants to fund the Downtown Spencer Mural Project. The Blanche and Julian Robertson Family Foundation has awarded the project \$6,000 and the Margret Woodson Foundation has awarded the project \$5,000. Staff requests that the Board of Aldermen accept these funds.

The Spencer Mural Selection Committee has received the second round of concept art from the artist Max Dowdle and the artist Amiri Farris has received the panels and is currently working on the art to be installed on the former Ludwig Linoleum and Carpet Building

Skye Allan

Masters of PA Intern

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spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

Rowan's Original Gateway.

AGENDA ITEM

Board Meeting Date: May 14, 2024

Issue under Consideration:	Board to consider awarding a Historic Preservation Incentive (HPI) Grant in the amount of \$2,000.00 to Sheliah Gainer (117 2 nd Street) for an original wood window repair project.
Current Status:	A Certificate of Appropriateness (COA) permit is not needed for routine maintenance and repairs, provided that such repairs are carried out using approved methods as outlined in the Historic District Standards.
Points to Consider:	Process is outlined in the Historic Preservation Incentive (HPI) Grant Program Guidelines (Exhibit A). The applicant is requesting a grant to cover part of the cost of repairing the existing original wood windows. Staff photographs of the existing windows are attached (Exhibit B). Staff will monitor the project during construction to ensure all repairs comply with Historic District Standards. The Historic Preservation Incentive (HPI) Grant Program was established in 2022 to assist owners of historic residential properties with exterior rehabilitation projects. The purpose of the program is to encourage the stabilization, preservation, and maintenance of Spencer's historic homes in accordance with the Town's adopted Historic District Standards. The grant is limited to owner-occupied residences. The grant is typically awarded on a 50/50 matching basis with a maximum Town participation of \$2,000 per project. This is a reimbursement grant. Funds are issued at the completion and final inspection and approval of the project. \$10,000 budgeted annually.
Financial Impact:	\$2,000.00 from budgeted line item.
Options:	Approve / Deny
Recommendations:	Planning staff recommends that the governing board award a \$2,000 grant to the applicant to support the project.
Department:	Planning & Development Services
Attachments:	Exhibit A. Program Guidelines Exhibit B. Staff Photographs



Historic Preservation Incentive Grant

Program Guidelines & Application Form

Spencer Town Hall • 460 South Salisbury Ave, Spencer NC 28159

Office: (704)-633-2231 ext. 20 • kharris@spencernc.gov

Program Overview & Purpose

The **Historic Preservation Incentive Grant** assists owners of historic residential properties with exterior rehabilitation projects. The purpose of the program is to encourage the stabilization, preservation, and maintenance of Spencer's historic homes in accordance with the Town's adopted Historic District Standards. The grant is limited to owner-occupied primary residences.

Applications may be submitted at any time, but funds are limited each year (starting July 1). Submitting an application does not guarantee that the grant will be awarded. Grants are awarded for eligible projects by the Spencer Board of Aldermen after initial review and recommendation by the Spencer Historic Preservation Commission (HPC), as funds are available. The grant is typically awarded on a 50/50 matching basis with a maximum Town participation of \$2,000.00 per project. This is a reimbursement grant. Funds are issued at the completion and final inspection and approval of the project.

All proposed projects must be reviewed and approved by the Board of Aldermen before any work has begun in order to be eligible for the grant. The Board of Aldermen reserves the right to accept or reject any request, require modifications deemed appropriate to meet the guidelines, and/or reduce the award amount from the full 50/50 match based on specific considerations outlined herein. The Board of Aldermen will not promote or reward poor design and execution, inappropriate alterations, etc.

Grants are awarded on a competitive basis for exterior maintenance and stabilization projects of primary residence, owner-occupied homes within Spencer's Historic District *and* for any such property *outside* the historic district that was built more than fifty (50) years ago. All exterior work must be approved through the Certificate of Appropriateness (COA) process, either as a Minor Work and reviewed concurrently with this grant application, or previously reviewed as a Major Work by the Historic Preservation Commission (HPC). Projects must meet the adopted *Historic District Standards* and the *Secretary of the Interior's Standards for Rehabilitation*. All proposals must meet all applicable code requirements of the Town of Spencer. Projects begun or completed prior to notification of award cannot be reimbursed. Properties with delinquent taxes cannot be considered.

Who can apply for funding?

- Any residential property owner for whom the subject property is their primary residence (owner-occupied residence).
- The historic home must be located within Spencer's Historic District (map available) or, if located outside the historic district, must have been built more than fifty (50) years ago.
- A project is deemed ineligible for funding if work begins at any point before the application is reviewed and approved by the Board of Aldermen.
- Owners of any property for which an application is submitted must be up to date on their property tax payments.
- Only one grant may be awarded per every other fiscal year (starting July 1).

What type of improvements are eligible for funding?

The type of improvements that are permitted will depend on the historic status of the property. If a property is located in the Spencer Local Historic District, any exterior alteration must comply with Spencer's Historic District Standards, which can be found on the town's website (www.spencernc.gov) or by contacting town staff. Generally, improvements may include, but are not limited to:

- Replacement/stabilization of deteriorated features (e.g., original or historically accurate siding, windows and doors, masonry, etc.)
- Removal/replacement of non-original, inappropriate features or materials and restoring with original details and materials (e.g., removing vinyl siding to restore to original wood treatment while also restoring any original architectural features or details).
- Exterior painting, repainting, and patching.
- Safe cleaning of brick/stone fronts or wall surfaces. (Method of cleaning must be pre-approved.)

- Masonry repair, mortar joint repair, re-pointing of brick.
- Repair and replacement of windows and doors.
- Repair, reconstruction, and/or replacement of original architectural details.
- Roof repairs.

Examples of **ineligible** activities include:

- Routine maintenance.
- Tools used for repair work.
- Unapproved exterior alterations to properties in Local Historic District.
- Improvements made prior to grant approval.
- New building construction.
- Application fees, permit fees, and inspection fees.

How much funding can I receive from the Town?

- Competitive grants are typically awarded by the Board of Aldermen on a 50/50 matching basis with a maximum Town participation of \$2,000.00 per project. **However, given the limited availability of municipal funds per fiscal year, applicants are not guaranteed to receive the full 50/50 match. The amount awarded is determined by total eligible project costs and by specific considerations as outlined in the following section.**
- The final award amount is based on documentation of actual costs. Grants are paid only when the approved project is completed in accordance with the plans submitted with the proposal.
- A project that alters submitted plans without prior approval will be disqualified from payment. Designs not completed as submitted will also be disqualified.
- Any preservation project is eligible. However, top priority will be given to projects with higher point totals based on the points system. The point system, described below, will be used to prioritize projects. All projects that meet the eligibility requirements would be eligible for grants; however, in the case of limited funds and a competitive process, projects with a higher point total would receive priority. In the case of multiple projects with the same point total, the Historic Preservation Commission (HPC) will recommend awarding the grant to the project that has submitted its complete application first.

What are the requirements?

- All proposals must:
 - Meet applicable zoning and code requirements of the Town of Spencer and comply with the Residential Historic Preservation Program Grant Guidelines set forth herein;
 - Application must receive a favorable recommendation from the Spencer HPC;
 - Application must be approved by the Board of Aldermen prior to beginning work;
 - Adhere to all applicable sections of Spencer's Historic District Standards.
- Only exterior rehabilitation projects are eligible, and priority is given to projects on primary street-oriented facades. (Side and rear projects are reviewed on a case- by-case basis).
- All projects must be completed before the end of the fiscal year (June 30). Any request for an extension beyond the end of the fiscal year must be approved by the Board of Aldermen. Requests for extensions must be submitted by May 1 and must be accompanied by 1) invoices of completed work equal to or greater than twice the dollar amount of the grant, 2) a notarized letter of intent and/or signed construction contract for work described in the original grant application, and 3) a statement from lending institution financing project, if applicable.

Given limited resources, how will the Town prioritize projects to fund?

Priority consideration will be given to proposals that **stabilize severely deteriorated architectural features on historically or architecturally significant structures**. The detailed criteria that are used to rank applications is outlined in Addendum A of these guidelines. **Applicants are encouraged to familiarize themselves with these criteria in order to develop strong and competitive applications.**

How do I apply?

Applications may be submitted at any time. Applications will be reviewed by the in the order in which they are received beginning on an announced date in the first quarter of the fiscal year and continuing periodically as needed until all available funding has been awarded. Grants will be awarded based on the comparative merit of submitted projects as determined by the review committee and the criteria outlined in these guidelines.

In most cases, the process is as follows:

1. Applicant consults with the Town Planner to review application requirements and to determine if the proposed project is eligible. Contact Kyle Harris, kharris@spencernc.gov or (704)-633-2231 ext. 20, or visit Town Hall, 460 South Salisbury Avenue.
2. If the property is located within the Spencer Local Historic District, the applicant receives a Certificate of Appropriateness from Development Services staff (for Minor Works) or the Historic Preservation Commission (for Major Works).
3. Applicant submits application to the Town Planner and attaches all necessary supporting materials (see checklist on the following page).
4. Town staff reviews application for code compliance.
5. Applications are reviewed by the HPC at their next regularly scheduled meeting.
6. If the HPC makes a favorable recommendation, then the application proceeds to the final step in the award process, which is to be reviewed and awarded by the Board of Aldermen at their next regularly scheduled meeting.
7. The Town of Spencer will notify the applicant in writing that the proposed project has been approved as submitted or rejected with recommendations. If project is rejected, applicant may resubmit with recommended modifications.
8. An agreement must be signed between the applicant and the Planning & Development Services department, which is authorized to sign on behalf of the Town. The agreement will detail all work to be done and specify a time frame in which the work is to be completed, as well as procedures in the event the agreement is not followed.
9. Applicant may begin work.
10. If, at any point during the grant process, the scope of work changes (for example: the applicant desires for the approved design/materials/size/color to change, the project is unable to be completed as approved, etc.), the applicant must contact the Town Planner immediately. Grantees are not authorized to make any changes to their approved scope of work without the review and subsequent approval of town staff. Failure to notify staff of desired changes in a

timely manner may result in forfeiture of the grant in its entirety.

11. When work is completed, the grantee must contact the Town Planner and schedule an on-site inspection. Same-day inspections cannot be guaranteed.
12. Grant monies are ultimately awarded upon successful completion of approved work within the allotted time frame. Approved applicants will be reimbursed for the amount approved in the application process. Applicant must submit documentation (e.g. invoices) of all actual project costs before any reimbursements can be made.
13. If completed work is in accordance with the application, town staff requests that a check be issued. The reimbursement grant check will typically be issued within 30 business days of the final inspection and approval of the completed project.
14. Check is mailed to applicant at address provided on application.

A complete application must include the following:

- ☐ A completed application form with detailed explanation of project;
- ☐ Any design schematics, site plans, drawings or renderings, color charts, artwork or materials samples necessary for the Historic Preservation Commission to fully understand the scope of the proposal. The burden is on the applicant to provide all necessary design documentation relative to the project;
- ☐ Price quotes from contractors (or a list of materials with price estimates) covering the full extent of the work;
- ☐ Certificate of Appropriateness (if the property is in the Spencer Local Historic District);
 - Projects classified as Minor Works may be approved by Staff
 - Projects classified as Major Works will require full HPC review and approval. If this level of review is necessary, please be aware that the HPC has a separate deadline schedule which may prevent concurrent review and approvals of both the Certificate of Appropriateness and the grant application.
- ☐ Timetable for completion of the work;
- ☐ Photographs depicting the current condition of the project area;
- ☐ Property owner's written permission, if applicable.

If you have any questions or need additional information, please contact the Town Planner at (704)-633-2231 ext. 20 or kharris@spencernc.gov.

Addendum A: Evaluative Criteria

Each application will receive a score ranging from zero (0) to seventy (70) based on the following evaluative criteria: the historic significance of the property; the project type; and the severity of the deterioration of the element that would be rehabilitated/stabilized as a result of the project. When there are more applications than funds available, higher-scoring projects will receive priority over lower-scoring projects. Additionally, lower-scoring projects are not guaranteed to receive the full 50/50 match. Applicants are therefore encouraged to develop proposals that will score higher in each category.

<i>Table: Evaluative Criteria</i>		POINTS <i>Select one per category</i>
Historic Significance		
Properties within the Spencer Historic District are categorized as <i>contributing</i> , <i>non-contributing</i> , or <i>intrusion</i> based on the historic significance of the structure. Many of the non-contributing structures are due to a non-historic addition or treatment, such as replacement windows or vinyl siding that covers historic features. Intrusion would represent a structure that is a contemporary addition to the district and has no significance whatsoever. For properties older than 50 years outside of the historic district, staff will score the property based on an assessment of its historic significance.		
Contributing Historic Structure		20
Non-Contributing Historic Structure		10
Intrusion (no historic or architectural significance)		0
If changes result in a contributing structure that was previously non-contributing		10
Project Type		
Replacement/stabilization of deteriorated features (e.g., original or historically accurate siding, windows and doors, masonry, etc.)		40
Removal/replacement of non-original, inappropriate features or material and restoring with original details and materials (e.g., removing vinyl siding to restore to original wood treatment while also restoring any original architectural features or details)		30
Painting		20
Repair Work (e.g., repointing/replacing brick or masonry elements, roofs, porches, foundations)		20
Other Non-Routine Maintenance (e.g., safety, utilities/energy retrofit, outbuilding maintenance)		10
Routine Maintenance. (Automatic disqualification.)		0
Severity of Deterioration		
Severe deterioration.		10
Average deterioration.		0
Total Points (0-70)		

Award Determination

Disclaimer: Given the limited availability of municipal funds per fiscal year, the Spencer Board of Aldermen reserves the right to award lower-scoring projects an amount smaller than the typical 50/50 match and/or lower than the maximum Town participation of \$2,000.00. The HPC strives to ensure that the funding allocated by the Spencer Board of Aldermen is invested in those projects that most affirmatively promote the goals of the program. The guide below illustrates the general percentage match ranges that an applicant may (without guarantee) anticipate upon receiving based on the score that his or her project is assigned.

Award Determination Guide



<i>Project Score</i>	<i>Matching Grant</i>
70	40-50%
60	35-50%
50	30-50%
40	25-50%
30	20-50%
20	0%
0-10	0%

Please note that as annual program funds reach their point of depletion, the Board of Aldermen may be unable to award full funding to even the highest scoring projects.



Historic Preservation Incentive Grant

Application Form & Checklist

Spencer Town Hall • 460 South Salisbury Ave, Spencer NC 28159

Note: This is a reimbursement grant. If your application is accepted, you will be responsible for paying for all expenses up front, documenting the expenses, and submitting paid receipts prior to reimbursement. Funds will be provided based on the original grant award. Applicants must read the *Program Guidelines*. If you have any questions, or to schedule a consultation, please contact Kyle Harris, Town Planner, by email at kharris@spencernc.gov or 704-633-2231 ext. 20.

Submit To: Kyle Harris, Town Planner, to: kharris@spencernc.gov.

APPLICANT INFORMATION

Property Owner Name:

Property Owner Email:

Property Owner Phone:

PROPERTY INFORMATION

Address:

Rowan County Parcel ID:

Date of Construction (if known):

GRANT INFORMATION

Total Project Cost (please attach itemized estimate):

Funding Request (Please enter your funding request up to \$2,000):

☑ Checklist

☐

I have read the Program Guidelines in their entirety. I understand that any questions I have regarding this program, including eligible expenses, should be directed by email to Spencer's Town Planner at kharris@spencernc.gov.

☐

I understand that this is a reimbursement grant and that I will be responsible for paying all expenses up front, documenting the expenses, and submitting receipts for approval.

☐

I understand that this grant requires a private match. I acknowledge that I will contribute a 50/50 "dollar-for-dollar" match for every public dollar requested.

☐

The home for which I am seeking a grant is my primary residence (owner-occupied) and is located within the Spencer Historic District. If my home is outside the district, I certify that it was constructed at least 50 years ago.

☐

I have attached the following: (1) photographs showing existing condition of the areas for repair or improvement; (2) itemized estimate or a materials list including total project cost; and (3) project plans and specifications or other appropriate design documentation.

Exhibit A: Program Guidelines

PROJECT TYPE		
☐	Replacement/stabilization of deteriorated features	
☐	Removal/replacement of non-original, inappropriate features or materials and restoring with original details and materials.	
☐	Painting.	
☐	Repair Work.	
☐	Non-Routine Maintenance.	
PROJECT DESCRIPTION		
Using the space below, please provide a clear and detailed description of the full scope of the project for which you are seeking grant funding. For a list of eligible expenses and project types, see Program Guidelines. Priority will be given to projects that stabilize severely deteriorated architectural features on historically or architecturally significant structures. If you need additional space, please attach additional (typed) pages.		
SIGNATURE		
By signing below, you certify that all information provided on this application is accurate and that all work will be performed to meet the Program Guidelines, the laws of the State of North Carolina, the standards of the Spencer Development Ordinance, and all other applicable regulations. Submission of this application does not constitute award of a grant or issuance of a permit. The Town of Spencer reserves the right to request additional information to ensure complete review.		
Signature of Applicant:	Date:	<i>Town Seal indicates receipt of completed application.</i>
OFFICE USE ONLY		
Received By:	Date:	
Application Completed?	Note:	

Exhibit B: Staff Photographs (117 2nd Street)

Exhibit B: Staff Photographs (117 2nd Street)



Exhibit B: Staff Photographs (117 2nd Street)

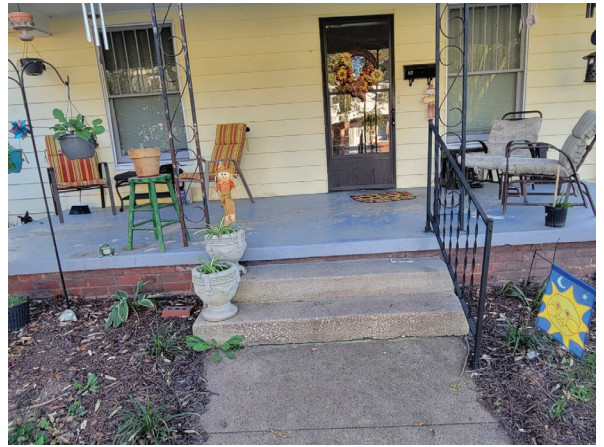


Exhibit B: Staff Photographs (117 2nd Street)



Exhibit B: Staff Photographs (117 2nd Street)



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Post Office Box 45
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Rowan's Original Gateway.

AGENDA ITEM

Board Meeting Date: May 14, 2024

Issue under Consideration:	Board to consider awarding a Historic Preservation Incentive (HPI) Grant in the amount of \$2,000.00 to Judy Kinley (409 5 th Street) for a project to repaint a street-visible shed in a new color scheme matching the primary historic home.
Current Status:	A Certificate of Appropriateness (COA) permit for this project was approved by the Historic Preservation Commission (HPC) on December 4, 2023. The Historic District Standards require that “prefabricated accessory buildings” should be “painted in a color that compliments the house” (Standard 1.5.10, p. 15).
Points to Consider:	Process is outlined in the Historic Preservation Incentive (HPI) Grant Program Guidelines (Exhibit A). The applicant is requesting a grant to cover part of the cost of repainting a storage shed. Staff photographs of the shed are attached (Exhibit B). The Historic Preservation Incentive (HPI) Grant Program was established in 2022 to assist owners of historic residential properties with exterior rehabilitation projects. The purpose of the program is to encourage the stabilization, preservation, and maintenance of Spencer’s historic homes in accordance with the Town’s adopted Historic District Standards. The grant is limited to owner-occupied residences. The grant is typically awarded on a 50/50 matching basis with a maximum Town participation of \$2,000 per project. This is a reimbursement grant. Funds are issued at the completion and final inspection and approval of the project. \$10,000 budgeted annually.
Financial Impact:	\$2,000.00 from budgeted line item.
Options:	Approve / Deny
Recommendations:	Planning staff recommends that the governing board award a \$2,000 grant to the applicant to support the project.
Department:	Planning & Development Services
Attachments:	Exhibit A. Program Guidelines Exhibit B. Staff Photographs



Historic Preservation Incentive Grant

Program Guidelines & Application Form

Spencer Town Hall • 460 South Salisbury Ave, Spencer NC 28159
Office: (704)-633-2231 ext. 20 • kharris@spencernc.gov

Program Overview & Purpose

The **Historic Preservation Incentive Grant** assists owners of historic residential properties with exterior rehabilitation projects. The purpose of the program is to encourage the stabilization, preservation, and maintenance of Spencer's historic homes in accordance with the Town's adopted Historic District Standards. The grant is limited to owner-occupied primary residences.

Applications may be submitted at any time, but funds are limited each year (starting July 1). Submitting an application does not guarantee that the grant will be awarded. Grants are awarded for eligible projects by the Spencer Board of Aldermen after initial review and recommendation by the Spencer Historic Preservation Commission (HPC), as funds are available. The grant is typically awarded on a 50/50 matching basis with a maximum Town participation of \$2,000.00 per project. This is a reimbursement grant. Funds are issued at the completion and final inspection and approval of the project.

All proposed projects must be reviewed and approved by the Board of Aldermen before any work has begun in order to be eligible for the grant. The Board of Aldermen reserves the right to accept or reject any request, require modifications deemed appropriate to meet the guidelines, and/or reduce the award amount from the full 50/50 match based on specific considerations outlined herein. The Board of Aldermen will not promote or reward poor design and execution, inappropriate alterations, etc.

Grants are awarded on a competitive basis for exterior maintenance and stabilization projects of primary residence, owner-occupied homes within Spencer's Historic District *and* for any such property *outside* the historic district that was built more than fifty (50) years ago. All exterior work must be approved through the Certificate of Appropriateness (COA) process, either as a Minor Work and reviewed concurrently with this grant application, or previously reviewed as a Major Work by the Historic Preservation Commission (HPC). Projects must meet the adopted *Historic District Standards* and the *Secretary of the Interior's Standards for Rehabilitation*. All proposals must meet all applicable code requirements of the Town of Spencer. Projects begun or completed prior to notification of award cannot be reimbursed. Properties with delinquent taxes cannot be considered.

Who can apply for funding?

- Any residential property owner for whom the subject property is their primary residence (owner-occupied residence).
- The historic home must be located within Spencer's Historic District (map available) or, if located outside the historic district, must have been built more than fifty (50) years ago.
- A project is deemed ineligible for funding if work begins at any point before the application is reviewed and approved by the Board of Aldermen.
- Owners of any property for which an application is submitted must be up to date on their property tax payments.
- Only one grant may be awarded per every other fiscal year (starting July 1).

What type of improvements are eligible for funding?

The type of improvements that are permitted will depend on the historic status of the property. If a property is located in the Spencer Local Historic District, any exterior alteration must comply with Spencer's Historic District Standards, which can be found on the town's website (www.spencernc.gov) or by contacting town staff. Generally, improvements may include, but are not limited to:

- Replacement/stabilization of deteriorated features (e.g., original or historically accurate siding, windows and doors, masonry, etc.)
- Removal/replacement of non-original, inappropriate features or materials and restoring with original details and materials (e.g., removing vinyl siding to restore to original wood treatment while also restoring any original architectural features or details).
- Exterior painting, repainting, and patching.
- Safe cleaning of brick/stone fronts or wall surfaces. (Method of cleaning must be pre-approved.)

- Masonry repair, mortar joint repair, re-pointing of brick.
- Repair and replacement of windows and doors.
- Repair, reconstruction, and/or replacement of original architectural details.
- Roof repairs.

Examples of **ineligible** activities include:

- Routine maintenance.
- Tools used for repair work.
- Unapproved exterior alterations to properties in Local Historic District.
- Improvements made prior to grant approval.
- New building construction.
- Application fees, permit fees, and inspection fees.

How much funding can I receive from the Town?

- Competitive grants are typically awarded by the Board of Aldermen on a 50/50 matching basis with a maximum Town participation of \$2,000.00 per project. **However, given the limited availability of municipal funds per fiscal year, applicants are not guaranteed to receive the full 50/50 match. The amount awarded is determined by total eligible project costs and by specific considerations as outlined in the following section.**
- The final award amount is based on documentation of actual costs. Grants are paid only when the approved project is completed in accordance with the plans submitted with the proposal.
- A project that alters submitted plans without prior approval will be disqualified from payment. Designs not completed as submitted will also be disqualified.
- Any preservation project is eligible. However, top priority will be given to projects with higher point totals based on the points system. The point system, described below, will be used to prioritize projects. All projects that meet the eligibility requirements would be eligible for grants; however, in the case of limited funds and a competitive process, projects with a higher point total would receive priority. In the case of multiple projects with the same point total, the Historic Preservation Commission (HPC) will recommend awarding the grant to the project that has submitted its complete application first.

What are the requirements?

- All proposals must:
 - Meet applicable zoning and code requirements of the Town of Spencer and comply with the Residential Historic Preservation Program Grant Guidelines set forth herein;
 - Application must receive a favorable recommendation from the Spencer HPC;
 - Application must be approved by the Board of Aldermen prior to beginning work;
 - Adhere to all applicable sections of Spencer's Historic District Standards.
- Only exterior rehabilitation projects are eligible, and priority is given to projects on primary street-oriented facades. (Side and rear projects are reviewed on a case- by-case basis).
- All projects must be completed before the end of the fiscal year (June 30). Any request for an extension beyond the end of the fiscal year must be approved by the Board of Aldermen. Requests for extensions must be submitted by May 1 and must be accompanied by 1) invoices of completed work equal to or greater than twice the dollar amount of the grant, 2) a notarized letter of intent and/or signed construction contract for work described in the original grant application, and 3) a statement from lending institution financing project, if applicable.

Given limited resources, how will the Town prioritize projects to fund?

Priority consideration will be given to proposals that **stabilize severely deteriorated architectural features on historically or architecturally significant structures**. The detailed criteria that are used to rank applications is outlined in Addendum A of these guidelines. **Applicants are encouraged to familiarize themselves with these criteria in order to develop strong and competitive applications.**

How do I apply?

Applications may be submitted at any time. Applications will be reviewed by the in the order in which they are received beginning on an announced date in the first quarter of the fiscal year and continuing periodically as needed until all available funding has been awarded. Grants will be awarded based on the comparative merit of submitted projects as determined by the review committee and the criteria outlined in these guidelines.

In most cases, the process is as follows:

1. Applicant consults with the Town Planner to review application requirements and to determine if the proposed project is eligible. Contact Kyle Harris, kharris@spencernc.gov or (704)-633-2231 ext. 20, or visit Town Hall, 460 South Salisbury Avenue.
2. If the property is located within the Spencer Local Historic District, the applicant receives a Certificate of Appropriateness from Development Services staff (for Minor Works) or the Historic Preservation Commission (for Major Works).
3. Applicant submits application to the Town Planner and attaches all necessary supporting materials (see checklist on the following page).
4. Town staff reviews application for code compliance.
5. Applications are reviewed by the HPC at their next regularly scheduled meeting.
6. If the HPC makes a favorable recommendation, then the application proceeds to the final step in the award process, which is to be reviewed and awarded by the Board of Aldermen at their next regularly scheduled meeting.
7. The Town of Spencer will notify the applicant in writing that the proposed project has been approved as submitted or rejected with recommendations. If project is rejected, applicant may resubmit with recommended modifications.
8. An agreement must be signed between the applicant and the Planning & Development Services department, which is authorized to sign on behalf of the Town. The agreement will detail all work to be done and specify a time frame in which the work is to be completed, as well as procedures in the event the agreement is not followed.
9. Applicant may begin work.
10. If, at any point during the grant process, the scope of work changes (for example: the applicant desires for the approved design/materials/size/color to change, the project is unable to be completed as approved, etc.), the applicant must contact the Town Planner immediately. Grantees are not authorized to make any changes to their approved scope of work without the review and subsequent approval of town staff. Failure to notify staff of desired changes in a

timely manner may result in forfeiture of the grant in its entirety.

11. When work is completed, the grantee must contact the Town Planner and schedule an on-site inspection. Same-day inspections cannot be guaranteed.
12. Grant monies are ultimately awarded upon successful completion of approved work within the allotted time frame. Approved applicants will be reimbursed for the amount approved in the application process. Applicant must submit documentation (e.g. invoices) of all actual project costs before any reimbursements can be made.
13. If completed work is in accordance with the application, town staff requests that a check be issued. The reimbursement grant check will typically be issued within 30 business days of the final inspection and approval of the completed project.
14. Check is mailed to applicant at address provided on application.

A complete application must include the following:

- ☐ A completed application form with detailed explanation of project;
- ☐ Any design schematics, site plans, drawings or renderings, color charts, artwork or materials samples necessary for the Historic Preservation Commission to fully understand the scope of the proposal. The burden is on the applicant to provide all necessary design documentation relative to the project;
- ☐ Price quotes from contractors (or a list of materials with price estimates) covering the full extent of the work;
- ☐ Certificate of Appropriateness (if the property is in the Spencer Local Historic District);
 - Projects classified as Minor Works may be approved by Staff
 - Projects classified as Major Works will require full HPC review and approval. If this level of review is necessary, please be aware that the HPC has a separate deadline schedule which may prevent concurrent review and approvals of both the Certificate of Appropriateness and the grant application.
- ☐ Timetable for completion of the work;
- ☐ Photographs depicting the current condition of the project area;
- ☐ Property owner's written permission, if applicable.

If you have any questions or need additional information, please contact the Town Planner at (704)-633-2231 ext. 20 or kharris@spencernc.gov.

Addendum A: Evaluative Criteria

Each application will receive a score ranging from zero (0) to seventy (70) based on the following evaluative criteria: the historic significance of the property; the project type; and the severity of the deterioration of the element that would be rehabilitated/stabilized as a result of the project. When there are more applications than funds available, higher-scoring projects will receive priority over lower-scoring projects. Additionally, lower-scoring projects are not guaranteed to receive the full 50/50 match. Applicants are therefore encouraged to develop proposals that will score higher in each category.

<i>Table: Evaluative Criteria</i>		POINTS <i>Select one per category</i>
Historic Significance		
Properties within the Spencer Historic District are categorized as <i>contributing</i> , <i>non-contributing</i> , or <i>intrusion</i> based on the historic significance of the structure. Many of the non-contributing structures are due to a non-historic addition or treatment, such as replacement windows or vinyl siding that covers historic features. Intrusion would represent a structure that is a contemporary addition to the district and has no significance whatsoever. For properties older than 50 years outside of the historic district, staff will score the property based on an assessment of its historic significance.		
Contributing Historic Structure		20
Non-Contributing Historic Structure		10
Intrusion (no historic or architectural significance)		0
If changes result in a contributing structure that was previously non-contributing		10
Project Type		
Replacement/stabilization of deteriorated features (e.g., original or historically accurate siding, windows and doors, masonry, etc.)		40
Removal/replacement of non-original, inappropriate features or material and restoring with original details and materials (e.g., removing vinyl siding to restore to original wood treatment while also restoring any original architectural features or details)		30
Painting		20
Repair Work (e.g., repointing/replacing brick or masonry elements, roofs, porches, foundations)		20
Other Non-Routine Maintenance (e.g., safety, utilities/energy retrofit, outbuilding maintenance)		10
Routine Maintenance. (Automatic disqualification.)		0
Severity of Deterioration		
Severe deterioration.		10
Average deterioration.		0
Total Points (0-70)		

Award Determination

Disclaimer: Given the limited availability of municipal funds per fiscal year, the Spencer Board of Aldermen reserves the right to award lower-scoring projects an amount smaller than the typical 50/50 match and/or lower than the maximum Town participation of \$2,000.00. The HPC strives to ensure that the funding allocated by the Spencer Board of Aldermen is invested in those projects that most affirmatively promote the goals of the program. The guide below illustrates the general percentage match ranges that an applicant may (without guarantee) anticipate upon receiving based on the score that his or her project is assigned.

Award Determination Guide



<i>Project Score</i>	<i>Matching Grant</i>
70	40-50%
60	35-50%
50	30-50%
40	25-50%
30	20-50%
20	0%
0-10	0%

Please note that as annual program funds reach their point of depletion, the Board of Aldermen may be unable to award full funding to even the highest scoring projects.



Historic Preservation Incentive Grant

Application Form & Checklist

Spencer Town Hall • 460 South Salisbury Ave, Spencer NC 28159

Note: This is a reimbursement grant. If your application is accepted, you will be responsible for paying for all expenses up front, documenting the expenses, and submitting paid receipts prior to reimbursement. Funds will be provided based on the original grant award. Applicants must read the *Program Guidelines*. If you have any questions, or to schedule a consultation, please contact Kyle Harris, Town Planner, by email at kharris@spencernc.gov or 704-633-2231 ext. 20.

Submit To: Kyle Harris, Town Planner, to: kharris@spencernc.gov.

APPLICANT INFORMATION

Property Owner Name:

Property Owner Email:

Property Owner Phone:

PROPERTY INFORMATION

Address:

Rowan County Parcel ID:

Date of Construction (if known):

GRANT INFORMATION

Total Project Cost (please attach itemized estimate):

Funding Request (Please enter your funding request up to \$2,000):

☑ Checklist

☐

I have read the Program Guidelines in their entirety. I understand that any questions I have regarding this program, including eligible expenses, should be directed by email to Spencer's Town Planner at kharris@spencernc.gov.

☐

I understand that this is a reimbursement grant and that I will be responsible for paying all expenses up front, documenting the expenses, and submitting receipts for approval.

☐

I understand that this grant requires a private match. I acknowledge that I will contribute a 50/50 "dollar-for-dollar" match for every public dollar requested.

☐

The home for which I am seeking a grant is my primary residence (owner-occupied) and is located within the Spencer Historic District. If my home is outside the district, I certify that it was constructed at least 50 years ago.

☐

I have attached the following: (1) photographs showing existing condition of the areas for repair or improvement; (2) itemized estimate or a materials list including total project cost; and (3) project plans and specifications or other appropriate design documentation.

Exhibit A: Program Guidelines

PROJECT TYPE		
☐	Replacement/stabilization of deteriorated features	
☐	Removal/replacement of non-original, inappropriate features or materials and restoring with original details and materials.	
☐	Painting.	
☐	Repair Work.	
☐	Non-Routine Maintenance.	
PROJECT DESCRIPTION		
Using the space below, please provide a clear and detailed description of the full scope of the project for which you are seeking grant funding. For a list of eligible expenses and project types, see Program Guidelines. Priority will be given to projects that stabilize severely deteriorated architectural features on historically or architecturally significant structures. If you need additional space, please attach additional (typed) pages.		
SIGNATURE		
By signing below, you certify that all information provided on this application is accurate and that all work will be performed to meet the Program Guidelines, the laws of the State of North Carolina, the standards of the Spencer Development Ordinance, and all other applicable regulations. Submission of this application does not constitute award of a grant or issuance of a permit. The Town of Spencer reserves the right to request additional information to ensure complete review.		
Signature of Applicant:	Date:	<i>Town Seal indicates receipt of completed application.</i>
OFFICE USE ONLY		
Received By:	Date:	
Application Completed?	Note:	

Exhibit B: Staff Photographs (409 5th Street)



Exhibit B: Staff Photographs (409 5th Street)

704-633-2231
spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

AGENDA ITEM

Board Meeting Date: May 9, 2024

Issue under Consideration:	Presentation of the Recommended FY 2024-25 budget.
Current Status:	The Town Manager will submit the recommended budget to the Mayor and Board of Aldermen for consideration. The budget recommendation is based on feedback from the March 7-8 Annual Planning Session and the pre-recommendation workshop opportunities.
Points to Consider:	Full details will be available for the public at spencernc.gov. Before adopting a budget ordinance, the Board must hold a public hearing. Once the Board holds a public hearing (rec June 6), and considers input, it may adopt a budget ordinance at any time before the end of June 2024.
Financial Impact:	To be provided in recommendation.
Options:	
Recommendations:	No action required at this time.
Department:	Town Manager on behalf of all Departments
Attachments:	1. FY2024-25 Recommended Budget Document (To be provided May 9).

704-633-2231
spencernc.gov



Post Office Box 45
Spencer, NC 28159-0045

Rowan's Original Gateway.

AGENDA ITEM

Board Meeting Date: May 9, 2024

Issue under Consideration:	Consider authorizing the Town Manager to negotiate and execute an agreement with Double D Construction Services, Inc., and consider adopting Resolution 24-10 to dispose of personal property to nonprofit organizations.
Current Status:	The Town's vacant building at 600 S. Salisbury Avenue needs asbestos abatement and demolition to allow the property to be available for future public or private use.
Points to Consider:	The Town has solicited multiple demolition quotes for the building, and the proposal from Double D Construction Services provides an option to complete the needed work in two phases. The first phase is abatement of asbestos-containing materials in the building, which we would like to complete this fiscal year. We would plan on the demolition phase with the FY25 budget. Staff continues working to clean out the old building and is working towards conveying usable surplus property to the fullest extent possible. The recommended resolution would allow staff to make remaining items in the building available to any eligible government or nonprofit organization per 160A-280 on one or two dates, and that after those dates we could entertain private negotiated sale of property with individuals per 160A-266c.
Financial Impact:	The quote for asbestos abatement is approximately 56,000. We have received an additional quote from the same company for the demolition phase (approximately \$61,000). These are the best quotes we have received to date and this project is in the informal bidding range. We recommend repurposing funds in the current year budget that were set aside for possible acquisition of land to accomplish phase 1. Phase 2 is included in the FY25 rec budget.
Options:	If there is concurrence, staff would draft an agreement with Double D construction that would allow starting on the phase 1 and continuing with phase 2 if funded in the FY25 budget.
Recommendations:	Motion to authorize the Town Manager to negotiate and execute an agreement with Double D Construction Services, Inc, and to adopt Resolution 24-10 to dispose of personal property to nonprofit organizations.
Department:	Town Hall, Public Works
Attachments:	1. Double D abatement quote 2. Double D demolition quote 3. Resolution 24-10



5000 Reynolda Road Winston-Salem, NC 27106
Office-(336) 922-4126 Fax-(336) 922-9221 Cell-(336) 345-3452
Dusty Welborn / E-mail- dusty@doubledconst.com
demoasbestos.com

PROPOSAL AND CONTRACT

TO: Town of Spencer
600 Sowers Ferry Road
Spencer, NC 28159

ATTN: Mr. Joel Taylor: 704-202-4014

jtaylor@spencernc.gov

Mr. Peter Franzese: 704-762-1692

pfranzese@spencernc.gov

DATE: 4-2-2024

PROJECT: Asbestos Abatement

LOCATION: 600 S. Salisbury Ave, Spencer, NC
(TOWN HALL & POLICE DEPT.)

OWNER: Town of Spencer

Double "D" Construction Services, Inc. ("Double D") proposes to Customer to furnish labor, materials, equipment, and supervision necessary for performance of the work as described below (the "Work"). The Work will be performed in a good and workmanlike manner and in accordance with plans, specifications, and other documents (the "Contract Documents"), identified below, to the extent applicable to the Work. Items not expressly included in the Description of Work are excluded.

Scope of Work and Contract Documents

DESCRIPTION OF WORK: Remove approximately (8824) sf of asbestos floor tile & mastic throughout building. Remove approx. (118) sf of asbestos ceiling tile. Remove approx. (900) sf of asbestos transite siding on exterior. Remove approx. (20) sf of asbestos TSI elbows above drop ceilings & (9) scupper drains on the roof. Asbestos caulk (52) windows will be removed from the interior at block walls. Containment of 6 mil poly over all windows, doors & H-VAC registers inside work area. DECON & NEG-AIR machines will be utilized during all abatement activities. All work will be performed by North Carolina licensed asbestos abatement workers & supervision. Work will be performed in accordance with all State & Federal rules & regulations. Third party air monitoring & visual clearance will be conducted by a licensed monitoring firm.

ALL ASBESTOS & CONSTRUCTION MATERIAL WILL BE HAULED OFF-SITE TO AN APPROVED LANDFILL.

Contract Sum for the Work

Unless a lump sum price is expressly and clearly stated herein, pricing for the Work shall be on a unit price basis. Any quantities and totals, if stated herein, are only estimates, and the amount to be paid to Double D shall be based upon the stated unit prices applied to the actual quantities of the item of Work performed by Double D, the sum of all of which shall constitute the "Contract Sum."

QTY	ITEM	UNIT	UNIT PRICE	ESTIMATED ITEM TOTAL
#1	Remove asbestos floor tile & mastic.			\$35,296.00
#2	Remove asbestos ceiling tile.			\$1770.00
#3	Remove asbestos Transite .			\$4950.00
#4	Remove asbestos TSI on pipes behind ceiling tiles.			\$3000.00
#5	Remove window caulk on interior			\$2450.00

#6	Remove X-9 asbestos scupper drains on the roof.			\$2250.00
#7	Containment built with DECON, NEG-AIR machines & criticals over all windows & doors.			\$5000.00
#8	State permits (HHCU).			\$550.00
#9	Third party air monitoring & visual clearance.			\$650.00
			Estimated Project Total	\$55,916.00

This Proposal constitutes an offer by Double D to Customer to perform the Work for the Contract Sum, and includes all terms and conditions provided herein. The offer is valid for 15 days from the above date, and may be accepted by signing below and returning to Double D via the above fax or email, which if timely returned shall form a contract for performance of the Work, for the Contract Sum, and including all terms and conditions provided herein (the "Contract")

Customer hereby accepts the Proposal of Double D and all terms and conditions herein.

Authorized signature of Customer:

By: _____
Title: _____
Date: _____

Additional Terms and Conditions Included in the Contract

1. Double D shall submit periodic invoices for Work performed, generally monthly. Customer shall pay invoices, without retainage, within 10 days of receipt. Interest at one and one-half percent (1.5%) per month, both before and after judgment, shall be paid by Customer on all overdue balances. If Double D engages an attorney and/or collection agency to assist in collection of any overdue balance, Customer shall pay reasonable attorney's fees to Double D, plus collections costs and fees incurred by Double D, if any. If full payment of any invoice is not received within 15 days after being sent to Customer, Double D may reduce its crew or suspend work until all past due amounts are paid in full, plus reasonable costs of suspension, delay, de-mobilization, and remobilization.
2. On request, Customer shall provide evidence that it has the ability to fulfill its Contract payment obligations. Double D shall not be obligated to commence or continue performance of the Work if it has a reasonable concern regarding Customer's ability to make payment when due.
3. Changes in the scope of the Work, or revisions to applicable Contract Documents, may only be accomplished through a writing executed by Double D and Customer that sets for the specific changes in the Work, revisions to Contract Documents, additions, deletions, and increase or decrease to the Contract Sum.
4. The Work shall be performed within a reasonable time, taking into account Double D's normal operating schedule. The time for performance shall be extended because of matters or causes beyond the reasonable control of Double D, including but not limited to adverse weather, fire or other casualty, epidemics and related impacts, unavailability of materials or labor, or market conditions. Double D shall not be liable for any liquidated or delay damages. If for any reason beyond Double D's control the Work is not completed within 12 months of the date of this Contract, then Double D, at its option, may (a) increase unit prices applicable to the Contract Sum to the current unit price then being charged by Double D on similar work and quantities, or (b) terminate its obligation to continue performance of the Work, and be paid any amounts outstanding for Work performed prior to such termination.
5. Customer shall be responsible to obtain and pay for all demolition, building, easements, approvals, permits, assessments, and charges necessary for performance of the Work. Customer shall be responsible for physical characteristics, legal limitations, and utilities locations for the site of the Work. Customer shall defend, indemnify, and hold Double D harmless from any liability or alleged liability for damages to, or resulting injury related to, public or private utilities, pipes, conduits, or other underground structures or facilities not known, or inaccurately shown on plans, drawings, specifications, surveys, or other reference material supplied to Double D. The sole obligation of Double D regarding or relating in any way to underground utilities, pipes, conduits or underground structures shall be to make a locate request to North Carolina 811.
6. Double D shall not be responsible for any defects in the Work that result, in whole or in part, from errors or omissions in Contract Documents prepared by or for Customer, or from directions by or on behalf of Customer. Double D shall not be responsible for any environmental, ecological, or other changes or conditions to the property of Customer or others resulting from the performance of the Work, including without limitation damages to sidewalks, driveways, or other improvements located within the work or access areas reasonably necessary for

performance of the Work. Double D shall not be responsible for damage to, or deterioration of, the Work or Customer's property resulting from any matter or cause beyond the control of Double D, including without limitation unsuitable soil, concealed conditions, or unknown conditions or effects of same.

7. In the event of any dispute between Double D and Customer on a matter relating to the Work or the Contract, as conditions precedent to litigation the parties shall first endeavor to reach resolution through (a) good faith direct discussions between principals of Double D and Customer, and (b) mediation with a mediator certified by the North Carolina Dispute Resolution Commission and who is experienced in mediating construction disputes. Except for losses covered by insurance, Double D and Customer mutually waive all claims against each other for consequential damages arising out of or related to the Work or the Contract.
8. This Contract represents the entire and integrated agreement between Double D and Customer, and supersedes all prior negotiations, or agreements, either written or oral, with respect to the subject project. Double D and Customer consent to this Contract, change orders, amendments, or modifications being executed, transmitted, and stored electronically.



5000 Reynolda Road Winston-Salem, NC 27106
 Office-(336) 922-4126 Fax-(336) 922-9221 Cell-(336) 345-3533
 Kevin Doub / e-mail- kevin@doubledconst.com
demoasbestos.com

PROPOSAL AND CONTRACT

TO: Town of Spencer
 600 Sowers Ferry Road
 Spencer NC 28159

DATE: 04/05/24
PROJECT: Demolition
LOCATION: 600 S Salisbury Ave
OWNER: Town of Spencer

ATTN: Joel Taylor jtaylor@spencernc.gov
 Peter Franzese pfranzese@spencernc.gov

Double "D" Construction Services, Inc. ("Double D") proposes to Customer to furnish labor, materials, equipment, and supervision necessary for performance of the work as described below (the "Work"). The Work will be performed in a good and workmanlike manner and in accordance with plans, specifications, and other documents (the "Contract Documents"), identified below, to the extent applicable to the Work. Items not expressly included in the Description of Work are excluded.

Scope of Work and Contract Documents

Description of Work: Demolition and debris removal of approximately 10527 sf of brick and block commercial structure including foundation footings and sidewalks. Install backfill to level lot and voids, regrade for proper drainage ,seed and straw all disturbed areas.

Permits and tipping fees included in proposal.

Silt fence for erosion control included in proposal.

Parking lot and curb to remain.

Contract Documents, if any:

Contract Sum for the Work

Unless a lump sum price is expressly and clearly stated herein, pricing for the Work shall be on a unit price basis. Any quantities and totals, if stated herein, are only estimates, and the amount to be paid to Double D shall be based upon the stated unit prices applied to the actual quantities of the item of Work performed by Double D, the sum of all of which shall constitute the "Contract Sum."

QTY	ITEM	UNIT	UNIT PRICE	ESTIMATED ITEM TOTAL
1	Mobilization	Ls	1200.00	1200.00
1	Erosion control silt fencing	Ls	700.00	700.00
1	Demolition and debris removal including foundation and footings	Ls	55266.75	55266.75
1	Backfill import dirt ,regrade seed and straw	Ls	3700.00	3700.00
			Estimated Project Total	60866.75

This Proposal constitutes an offer by Double D to Customer to perform the Work for the Contract Sum, and includes all terms and conditions provided herein. The offer is valid for 15 days from the above date, and may be accepted by signing below and returning to Double D via the above fax or email, which if timely returned shall form a contract for performance of the Work, for the Contract Sum, and including all terms and conditions provided herein (the "Contract")

Customer hereby accepts the Proposal of Double D and all terms and conditions herein.

Authorized signature of Customer:

By: _____

Title: _____

Date: _____

Additional Terms and Conditions Included in the Contract

1. Double D shall submit periodic invoices for Work performed, generally monthly. Customer shall pay invoices, without retainage, within 10 days of receipt. Interest at one and one-half percent (1.5%) per month, both before and after judgment, shall be paid by Customer on all overdue balances. If Double D engages an attorney and/or collection agency to assist in collection of any overdue balance, Customer shall pay reasonable attorney's fees to Double D, plus collections costs and fees incurred by Double D, if any. If full payment of any invoice is not received within 15 days after being sent to Customer, Double D may reduce its crew or suspend work until all past due amounts are paid in full, plus reasonable costs of suspension, delay, de-mobilization, and remobilization.
2. On request, Customer shall provide evidence that it has the ability to fulfill its Contract payment obligations. Double D shall not be obligated to commence or continue performance of the Work if it has a reasonable concern regarding Customer's ability to make payment when due.
3. Changes in the scope of the Work, or revisions to applicable Contract Documents, may only be accomplished through a writing executed by Double D and Customer that sets for the specific changes in the Work, revisions to Contract Documents, additions, deletions, and increase or decrease to the Contract Sum.
4. The Work shall be performed within a reasonable time, taking into account Double D's normal operating schedule. The time for performance shall be extended because of matters or causes beyond the reasonable control of Double D, including but not limited to adverse weather, fire or other casualty, epidemics and related impacts, unavailability of materials or labor, or market conditions. Double D shall not be liable for any liquidated or delay damages. If for any reason beyond Double D's control the Work is not completed within 12 months of the date of this Contract, then Double D, at its option, may (a) increase unit prices applicable to the Contract Sum to the current unit price then being charged by Double D on similar work and quantities, or (b) terminate its obligation to continue performance of the Work, and be paid any amounts outstanding for Work performed prior to such termination.
5. Customer shall be responsible to obtain and pay for all demolition, building, easements, approvals, permits, assessments, and charges necessary for performance of the Work. Customer shall be responsible for physical characteristics, legal limitations, and utilities locations for the site of the Work. Customer shall defend, indemnify, and hold Double D harmless from any liability or alleged liability for damages to, or resulting injury related to, public or private utilities, pipes, conduits, or other underground structures or facilities not known, or inaccurately shown on plans, drawings, specifications, surveys, or other reference material supplied to Double D. The sole obligation of Double D regarding or relating in any way to underground utilities, pipes, conduits or underground structures shall be to make a locate request to North Carolina 811.
6. Double D shall not be responsible for any defects in the Work that result, in whole or in part, from errors or omissions in Contract Documents prepared by or for Customer, or from directions by or on behalf of Customer. Double D shall not be responsible for any environmental, ecological, or other changes or conditions to the property of Customer or others resulting from the performance of the Work, including without limitation damages to sidewalks, driveways, or other improvements located within the work or access areas reasonably necessary for performance of the Work. Double D shall not be responsible for damage to, or deterioration of, the Work or Customer's property resulting from any matter or cause beyond the control of Double D, including without limitation unsuitable soil, concealed conditions, or unknown conditions or effects of same.
7. In the event of any dispute between Double D and Customer on a matter relating to the Work or the Contract, as conditions precedent to litigation the parties shall first endeavor to reach resolution through (a) good faith direct discussions between principals of Double D and Customer, and (b) mediation with a mediator certified by the North Carolina Dispute Resolution Commission and who is experienced in mediating construction disputes.

Except for losses covered by insurance, Double D and Customer mutually waive all claims against each other for consequential damages arising out of or related to the Work or the Contract.

8. This Contract represents the entire and integrated agreement between Double D and Customer, and supersedes all prior negotiations, or agreements, either written or oral, with respect to the subject project. Double D and Customer consent to this Contract, change orders, amendments, or modifications being executed, transmitted, and stored electronically.

TOWN OF SPENCER, NORTH CAROLINA
RESOLUTION 24-10

APPROVING CONVEYANCE OF PERSONAL PROPERTY
TO CERTIFIED NONPROFIT ORGANIZATIONS
PURSUANT TO G.S. 160A-280

WHEREAS, the Town of Spencer owns surplus personal property, such as furniture, equipment, and all other items remaining at 600 S. Salisbury Avenue; and

WHEREAS, North Carolina General Statute § 160A-280 authorizes a city or county to convey personal property for nonmonetary consideration to a nonprofit corporation if the governing board deems the property to be surplus, obsolete, or unused; and

WHEREAS, the Town of Spencer has determined that the personal property described above is surplus, obsolete, or unused; and

WHEREAS, the Town of Spencer finds that the public will benefit from the conveyance of the property described above by 1) finding new use for the property in public and nonprofit agencies who are serving the community, allowing their limited budgets to be directed to the services they provide; and 2) facilitating the removal of this personal property to allow for public or private redevelopment of the Town's real property.

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

1. The Town Manager of Spencer is authorized to execute all documents necessary to convey title to surplus personal property, such as furniture, equipment, and all other items remaining at 600 S. Salisbury Avenue to certified nonprofit and governmental organizations.

2. The consideration for the conveyance is the public benefit of 1) finding new use for the property in public and nonprofit agencies who are serving the community, allowing their limited budgets to be directed to the services they provide; and 2) facilitating the removal of this personal property to allow for public or private redevelopment of the Town's real property.

3. In accordance with the notice requirements of N.C.G.S. § 160A-280, public notice of this resolution was given by posting the notice at spencernc.gov on Friday, May 3, 2024.

Adopted this 9th day of May, 2024.

BOARD OF ALDERMEN
TOWN OF SPENCER
NORTH CAROLINA

ATTEST:

Jonathan D Williams, Mayor

Anna Kanode Ward, Town Clerk