

MINUTES
WENTWORTH TOWN COUNCIL
April 5, 2022
7:00 pm
Wentworth Town Hall
124 Peach Tree Road, Wentworth NC

The Wentworth Town Council held their regularly scheduled monthly meeting at the Wentworth Town Hall, on Tuesday, April 5, 2022 at 7:00pm.

Council Members Present: Mayor Pro Tem Evelyn Conner, Daryl Crowder, Cheryl Moore, Dennis Paschal III

Council Members Absent: Mayor Dennis Paschal Jr.
A quorum was met.

Staff Present: George Murphy Sr., Town Administrator
Yvonne Russell, Town Clerk & Finance Officer

Others Present: Ellis Martin, Attorney, Fox Rothschild LLP – Town of Wentworth
Jennifer Brown- Rockingham Co Sheriff's Office
Joey Page – Wentworth PTA Ball Program
Randy Hunt – Fine Arts Festival Association
Mary Jane Webb – Help Inc.
Neil Jacques – Rockingham County-wide Food Drive

Article I. CALL TO ORDER
Mayor Pro Tem Evelyn Conner called the meeting to order.

Article II. INVOCATION
Councilmember Dennis Paschal III gave the invocation.

Article III. APPROVAL OF TOWN COUNCIL AGENDA
A. Requests and Petitions of Citizens
B. Approve/ Amend Agenda

Councilmember Paschal made a **MOTION**, *"To move Public Comments to Article IV and bump everything else down one"*.

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

Article IV. PUBLIC COMMENTS

Nathan Rich, President of the Wentworth Ruritan Club addressed Council about a bluebird house project the club is working on. He asked permission for the club members to install bluebird houses in the Wentworth Park and at other Town of Wentworth owned properties. They have a total of ten (10) bluebird houses. The bird houses are tan in color and will sit atop a green painted post.

Councilmember Paschal made a **MOTION**, *“We allow the Wentworth Ruritan Club to place ten bluebird houses on Town property”*.

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

Article V. APPROVAL OF MINUTES

A. Town Council Meeting – March 1, 2022

Councilmember Paschal made a **MOTION**, *“The minutes stand approved as written”*.

Councilmember Daryl Crowder seconded the motion. All voted in favor and the motion carried.

Article VI. OLD BUSINESS

There was no old business.

Article VII. NEW BUSINESS

A. Funding Requests for FY 2022-2023

1. Sheriff’s Office - \$3,512 for Equipment

Captain Jennifer Brown presented the funding request for the Rockingham County Sheriff’s Office. She explained the request is for the purchase of equipment for the Wentworth Deputy, including trunk organizer, set of stop sticks, and a ballistic shield.

Mayor Pro Tem Conner thank Captain Brown and said the Town Council will consider the funding request during their budget work session.

(Note: The funding request submitted by Rockingham County Sheriff’s Office is herein incorporated and made a part of these minutes.)



TOWN OF WENTWORTH
P.O. BOX 159
WENTWORTH, NC 27375
336-342-6288(phone) 336-342-0322(fax)
Email: townhall@townofwentworth.com Website: www.townofwentworth.com

FUNDING REQUEST APPLICATION

If funding is available and the proposed project/program/service is relevant to the citizens of Wentworth NC, requests will be considered by the Wentworth Town Council during their annual budget work sessions in March and April. The deadline for submittal is February 24th.

(PLEASE PRINT OR TYPE)

ORGANIZATION/AGENCY: ROCKINGHAM COUNTY SHERIFF'S OFFICE
Name and Title of Applicant: CAPTAIN JENNIFER BROWN
Phone: 336-634-3049 Email: jlbrown@co.rockingham.nc.us
Signature of Applicant: Captain Jennifer Brown
Name and Title of Director: _____
Phone: _____ Email: _____
Signature of Director: _____

Project (proposal) Name: CARBO DROGANIZER, STOP STICKS, BALLISTIC SHIELD
Total Cost of Project: \$3,512.00 Amount Requested: \$3512.00
Project Start Date: 7/1/2022 Project End Date: WHEN EQUIPMENT RECEIVED
Date Funds Needed: WHEN AVAILABLE

Has the organization previously received funds from the Town? If so, please explain:

YES, THE AGENCY LAST RECEIVED FUNDS IN JULY 2021.
TWO MOTOROLA PORTABLE RADIOS WERE PURCHASED.

Will this be a recurring request (annually)? NO

Rockingham County Sheriff's Office

Mission Statement

Our mission is to maintain the trust and support of our citizens, while keeping neighborhoods and communities safe. We will protect the citizens and their property with diligence 24 hours a day, seven days a week, with honesty, integrity and professionalism. We will constantly strive to create and maintain an atmosphere of professional challenge to all employees while recognizing, promoting and inspiring excellence.

Project Description

The intention of this project is to purchase equipment for the Wentworth Deputy to include the following: a trunk organizer for the Wentworth Deputy's Patrol vehicle (2017 Ford Explorer) to enable her to stow and secure equipment in a safe manner in the cargo area of the SUV. We are also requesting to purchase one set of Stop Sticks which is a tire-deflation device that is used to end high-speed automobile pursuits quickly and safely; and a Mighty Mite X Type IIIA ballistic shield to be used in response to volatile emergency situations involving threatened use of weapons, riot calls, active shooter, and any other type of situation that involves emergency response. All of the listed equipment will assist the Wentworth Deputy perform duties such as but not limited to: patrol, investigation, answering calls for service, traffic control and motor vehicle stops.

Funding Objectives

Our objectives for this funding would be to purchase one cargo area vehicle organizer, one tire-deflation device and one ballistic shield to be used by the Wentworth Deputy while performing duties such as those mentioned under the Project Description.

Goals

The Rockingham County Sheriff's Office is respectfully requesting funding to assist the agency in supplying equipment that will better enable the agency to serve and protect the citizens of the Town of Wentworth and Rockingham County. With this funding, the Sheriff's Office will purchase one cargo area vehicle organizer, one tire-deflation device and one ballistic shield. At this time, we are requesting approximately \$3,512.00 in funds to make the listed purchases. Your consideration of this grant request is greatly appreciated.



Since 1957 3814 North Graham Street/28206
 REMIT TO: PO Box 26685
 Charlotte, NC 28221
 Phone (704) 377-2551
 NC WATS (800) 849-5050

1131 White Horse Road
 PO Box 8498 Sta. A
 Greenville, SC 29604
 Phone (864) 277-4372
 SC WATS (800) 849-2426

QUOTE
 QUOTE OF
 Page 1

Quote Date	Expires	Authorization	Salesperson	Cust #	Terms
2/21/22			JEFF HOPKINS	168350	NET 30 DAYS
Quote #	P.O. Number	Quoted By	Ship Via	Ppd/Col	Shipped From
01/060238		JAH	DELIVER		CHARLOTTE STORE

Sold To JEFF
 ROCKINGHAM COUNTY SHERIFF'S OFFICE
 PO BOX 128
 WENTWORTH NC 27375

Ship To ROCKINGHAM COUNTY SHERIFF'S OFFICE
 170 NC HIGHWAY 65
 REIDSVILLE NC 27320-8860

Quantity	Stock #	Description	Unit Price	UM	Extended Price
1	TK0248ITU12	2017 FORD INTERCEPTOR UTILITY PLUS SHIPPING \$_____	1030.0900	EA	1,030.09
1	TF2234ITU12	CARGO BOX DSC- Drawer, Sliding Wit Freestanding Cargo Box Bracket Kit	54.5300	EA	54.53
***** ESTIMATED SETINA SHIPPING \$350.00 ACTUAL CHARGES WILL APPLY *****					
			SubTotal		1,084.62
			Freight		350.00
			Sales Tax		100.42
			Quote Total		1,535.04

All warranties are limited to the warranty given by the manufacturer, and in no event does Campbell-Brown, Inc. warrant any product it sells beyond the stated warranty of the product manufacturer.
 All quotes are valid for 60 days from the dated issued.



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

SALES QUOTE	
SQ-373261	2/22/2022



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer		Contact	Ship To			
ROCKINGHAM COUNTY SHERIFFS OFFICE ATTN: ACCOUNTS PAYABLE PO BOX 128 WENTWORTH NC 27375 Tel: (336) 634-3239 Fax: (336) 634-3064			ROCKINGHAM COUNTY SHERIFF'S OFFICE JENNIFER BROWN 130 JUSTICE CENTER DR REIDSVILLE NC 27320			
Account	Terms	Due Date	Account Rep	Schedule Date		
ROCKIN	NET 30 Days	3/24/2022	Zachary Parke	2/22/2022		
Quotation	PO #	Reference	Ship VIA	Page	Printed	
SQ-373261		BROWN	FACTORY DIRECT	1	2/22/2022 11:17:29 AM	
L Item	Description	Qty	Price	UM	Discount	Amount
1	PAP1301039 Protech Tactical Shield 1301039 Mighty Mite X 18X30 Horizontal Handle	1	\$1,237.50	EA		\$1,237.50
2	SH SHIPPING/HANDLING	1	\$29.95	EA		\$29.95
**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER. **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.		Tax Details NCCTTY7.00 \$88.722 Payment Details 01/01/00 No Payment History		Taxable Total Tax \$88.72 Exempt \$0.00 Total \$1,356.17 Balance \$1,356.17		



Quotation

Ship To
Jennifer Brown
Rockingham County Sheriff's
Office [NC] [SS]
170 NC 65
Reidsville, NC 27320
United States
336-634-3049
jlbrown@co.rockingham.nc.us

Bill To
Jennifer Brown
Rockingham County Sheriff's
Office [NC] [SS]
P.O. Box 128
Wentworth, NC 27375
United States
336-634-3049
jlbrown@co.rockingham.nc.us

Quote Number 2022-19018
Terms Net 30 Days
Date 02/22/2022
Sales Person Cyndi Alley
Valid Until 03/24/2022
Shipping Fedex
Contract Number
Cooperative

#	Qty.	Product	Item Code	Unit Price	Ext. Price
1	1	12' Stop Stick Kit w/Storage Bag-Black	S3703K	\$ 550.00	\$ 550.00
2	1	NC State Tax 7%		\$ 40.46	\$ 40.46

Quotation Totals

Currency: US Dollar
Subtotal: \$ 590.46
Shipping Provider: Fedex
Shipping and Handling: \$ 28.00
Total: \$ 618.46

Quotation Accepted By

Quote Number 2022-19018
P.O. Number
Tax Exempt #
Print Name _____
Title _____
Signature _____
Date _____

Fleet safety.com

Ok, 1 item was added to your cart. What's next?



PROCEED TO CHECKOUT

Or Pay Quickly Using

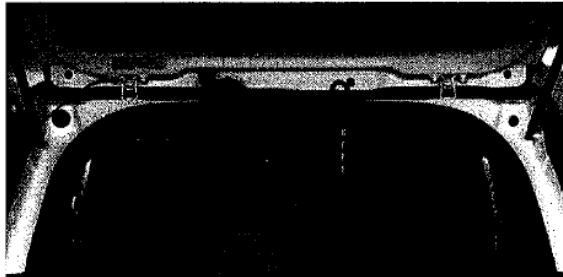
Order subtotal

\$1,618.65

Your cart contains 1 item

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Reviews



PROTECH LEVEL 3A MIGHTY MITE SHIELD18 X 30

Protech Level 3A Mighty Mite Shield18 X 30

For Pricing and to place an order, please contact: sales@lcaction.com

Prices subject to change without notification

Please allow up to 60-90 Days for Delivery

* Required Fields

***ID Panel Wording**

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\$1,733.00

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2/23/22, 10:24 AM

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Free Ground Shipping on orders over \$59 [Ship To Store Now Available!](#)



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Protech Mighty Mite 3 Pos Handle Shield

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\$1,976.99



AVAILABILITY: On Backorder 2
SKU#: PRT-SH.1040
Special Handling: \$30.00 per item

Article VII. **NEW BUSINESS**
A. **Funding Requests for FY 2022-2023**
2. **Rockingham Co Middle School Band - \$10,000**

No one was in attendance to present the request for the Rockingham County Middle School Band.

Mayor Pro Tem Conner said Council will consider the request during their budget work session.

(Note: The funding request submitted by the Rockingham County Middle School Band is herein incorporated and made a part of these minutes.)



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FUNDING REQUEST APPLICATION

Funding is available and the proposed project/program/service is relevant to the citizens of Wentworth NC, requests will be considered by the Wentworth Town Council during their annual budget work sessions in March and April.

The deadline for submission is February 24th.

(PLEASE PRINT OR TYPE)

ORGANIZATION/AGENCY: Rockingham County Middle School Band

Name and Title of Applicant: Brian Otter, Director of Bands

Phone: 336.616.0073 Email: botter@rock.k12nc.us

Signature of Applicant:

Name and Title of Director:

Brian Otter

Phone: 336.616.0073

Email: botter@rock.k12.nc.us

Signature of Director:

Project (proposal) Name: Funding for Band at Middle School
Subscriptions for Band Students (\$2000) for Smart Music and purchase of new instruments (2022 – Bass Clarinet, Tenor Sax and Baritone Sax [2 of the 3]) each year (\$8000)

Total Cost of Project: \$10,000.00 Amount Requested: \$10,000.00

Project Start Date: 7/1/2022 Project End Date: 12/01/2022

Date Funds Needed: ASAP

Has the organization previously received funds from the Town? If so, please explain:

Yes, the Town of Wentworth gave us \$6000 last year.

Will this be a recurring request (annually)? When RCMS opened its doors in 1999, funds were made available in two different ways. Sometimes the county would provide money to purchase large and expensive instruments. Sometimes our principal would find money to help us purchase these items. As the years progressed, both of these options have disappeared. We now purchase everything through funds that we raise through our fall sale of cheesecake and cookie dough, and our annual 5K. Even though we can raise \$3-\$10,000 in a year, large item purchases take too much of our budget to actually purchase. We would love to be able to have monies available for instruments each year. It has been a long time since we replaced the old ones that we have.

Smart Music is a program that we use that plays songs for the students, and grades them upon completion, showing the students what was right and what was wrong. It is an invaluable tool. We spend our money purchasing music, repairing instruments, paying festival fees, paying for transportation to events and buying supplies for our band. Whenever an organization like yours is able to help us in such a significant way, it allows our band the freedom to do the other things that were listed. It is my hope that you will think that our program is worth your time, energy and money to support each year.

Article VII. NEW BUSINESS

A. Funding Requests for FY 2022-2023

3. Wentworth PTA Ball Program - \$10,000 for Uniforms & Equipment

Joey Page, Baseball Program Director presented the request from the Wentworth PTA Ball Program. He explained they are asking for \$10,000 this year because their participation has increased significantly. He said they have 377 children registered for the program this Spring.

Councilmember Crowder asked about a lighting project for the ball fields.

Mr. Page said they are planning to proceed with a plan to install lighting at the ball fields. They have the lights they need but do not have the poles to install them on. He clarified that the lighting is not a part of their funding request. They are requesting funds from the Town to purchase gear and uniforms.

Councilmember Paschal asked if the program has acquired estimates for the poles.

Mr. Page said they have a quote of \$32,000 for the poles.

Councilmember Paschal asked how much money has been raised for the purchase of the poles.

Mr. Page said about \$6,000. He noted that when a child is registered for the program, the adult registering that child has an opportunity to make a donation towards purchasing the poles.

Councilmember Cheryl Moore asked if the program purchases uniforms for all 377 of the registered children and if there is a registration fee.

Mr. Page explained a registration fee of \$60.00 goes toward uniforms that are approximately \$50.00 each, umpire fees, port-a-john fees, baseball equipment, and field equipment.

(Note: The funding request submitted by the Wentworth PTA Ball Program is herein incorporated and made a part of these minutes.)



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FUNDING REQUEST APPLICATION

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(PLEASE PRINT OR TYPE)

ORGANIZATION/AGENCY: Wentworth PTA Ball Program

Name and Title of Applicant: Jordan Fargis - Commissioner

Phone: 336-589-4919 Email: wentworthptaball@gmail.com

Signature of Applicant: *Jordan Fargis*

Name and Title of Director: SAME

Phone: _____ Email: _____

Signature of Director: *Jordan Fargis*

Project (proposal) Name: 2022-2023 Wentworth PTA Ball Program Funding request

Total Cost of Project: \$10,000 Amount Requested: \$10,000

Project Start Date: 12/15/2021 Project End Date: 8/31/2022

Date Funds Needed: 1/1/2022

Has the organization previously received funds from the Town? If so, please explain:

Yes.

Funds used to purchase jerseys and equipment for ball program

Will this be a recurring request (annually)? Yes

Article VII. NEW BUSINESS

A. Funding Requests for FY 2022-2023

4. Fine Arts Festival Association (FAFA) - \$5,800 for House Repair, Category Sponsor, Music Sponsor

Randy Hunt presented the funding request for the Fine Arts Festival Association of Rockingham County. They are asking for \$5,800 to make additional improvements to the house they purchased for their offices, as well as a category sponsorship and music sponsorship in their annual festival.

Councilmember Paschal asked if FAFA has been able to resume festivals and shows.

Mr. Hunt said they are on schedule to have their annual festival this month.

There were no further questions. Mayor Pro Tem Conner thanked Mr. Hunt and noted the request will be considered during the Council’s budget work session.

(Note: The funding request submitted by the Fine Arts Festival Association is herein incorporated and made a part of these minutes.)



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FUNDING REQUEST APPLICATION

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(PLEASE PRINT OR TYPE)

ORGANIZATION/AGENCY: Fine Arts Festival Association of Rockingham County
Name and Title of Applicant: Debbie Moore, Executive Director
Phone: 336-344-5539 Email: fineartsfestival741@gmail.com
Signature of Applicant: [Signature]

Name and Title of Director: Debbie Moore, Executive Director
Phone: 336-344-5539 Email: _____
Signature of Director: [Signature]

Project (proposal) Name: FAFA Home/Category Sponsor/Music Sponsor
Total Cost of Project: 5800.00 Amount Requested: 5800.00
Project Start Date: _____ Project End Date: _____
Date Funds Needed: July 1, 2023

Has the organization previously received funds from the Town? If so, please explain: yes
House repair, category sponsor, music sponsor

Will this be a recurring request (annually)? yes



FINE ARTS FESTIVAL ASSOCIATION *of* ROCKINGHAM Co
301 CHEROKEE CAMP RD PO BOX 1741, REIDSVILLE, NC 27323

February 24, 2022

Mayor Paschal and Town Council Members,

Thank you for the past support of the Fine Arts Festival Association of Rockingham County (FAFA), a 501(c)3 organization located at 301 Cherokee Camp Road in the beautiful community of Wentworth.

In the past the Town of Wentworth has supported FAVA with category sponsors, Music sponsor, and capital improvements. We are so thankful for the support. We come to you once again asking for help for capital improvements and our festival for 2022. The FAVA facility (before Covid) was becoming the central location for the arts community in Rockingham County and once we are on the other side, we intend to fulfill our pledge to bring more and more cultural events, workshops, and fun fundraising events to the community of Wentworth. We have used the resent stay at home time to improve our building through the funds provided previously by the Town of Wentworth and the Cannon Foundation. There is now a new roof (that does not leak) and a new HVAC system in the house which makes it possible to hold small intimate art shows in the building. With funding from the HomeTrust/NCCF we will soon have a proper hanging system, portable pedestals, and working towards a new outdoor classroom. With this ask we would like to have the exterior of the building painted so we will be ready to open our doors once again for Passion for Trashin', music, workshops, fund raising events, artist appreciation, and so much more.

We are so grateful to you for considering our proposal.

Thank you,

Debbie Moore, Executive Director
Board of Directors
PO Box 201/301 Cherokee Camp Rd.
Wentworth, NC 27375
www.fafarc.org/fineartsfestival1741@gmail.com

Goal

To promote the art and the artists of Rockingham County through the annual festival and smaller shows throughout the year. Hold Boos Brews and BBQ, Oyster Roast, and workshops for artist and people waiting to learn new skills. Hold a juried art show for artist of Rockingham and all the counties that touch us. To boost the arts economy with sales of art during shows.

Objective

To continue a 78 plus year tradition of the yearly Fine Arts Festival and become the arts center of Wentworth with a new paint job to enhance the new roof which was provided by the Cannon Foundation and prior support from the Town of Wentworth.

Project

2023 Fine Arts Festival and the music for the artist appreciation event. This will be the 78th festival, begun in 1944. (Due to Covid we are unable to hold the festival in 2021). Continue improvements on the arts facility to make it a place for all in the community and beyond.

Budget

• Category (\$300 each) (prizes & judges) -----	\$5700.00
• Best in Show -----	500.00
• Salary -----	4000.00
• Band (for artist appreciation) -----	500.00
• Food (for artist appreciation) -----	300.00
• Sneak Peek Reception -----	200.00
• Opening Awards Reception -----	450.00
• Printing Program -----	900.00
• Misc. Printing, Postage -----	750.00
• Exterior Painting -----	5000.00
Total -----	\$18,300.00

Funding Sources

- Cannon Foundation ----- \$40,000.00 (Capital Improvements)
- Rockingham County Arts Council ----- \$1500.00
- HomeTrust Bank ----- 1000.00

- Town of Wentworth ----- 2500.00
- First National Bank ----- 500.00
- Donations from the Community ----- 3000.00
- Rockingham County Schools ----- 300.00
- First Piedmont Waste Solutions ----- 500.00
- Tri-State Steel ----- 300.00
- Car Needs ----- 300.00
- Taylor Chiropractic ----- 300.00
- Short Sugars ----- 300.00
- Powell Barefoot Ins. ----- 300.00
- HM Kern ----- 300.00
- Dr. Cynthia Bolton ----- 175.00
- Festival Entry fees ----- 1750.00

Impact/Purpose

The Fine Arts Festival impacts all citizens in Rockingham County and Wentworth. With our location in Wentworth, it allows us to provide arts opportunities for all no matter the ability. We are open to all.

The funds provided by Wentworth will go towards a category sponsorship (\$300) and to provide the music (\$500) for the Artists Appreciation Celebration held at 301 Cherokee Camp Rd. in Wentworth. The funds would also allow us to have the exterior of our building painted (\$5000), which will further enhance the Wentworth community.

Thank you for your consideration for this long-standing organization.

Article VII. NEW BUSINESS

A. Funding Requests for FY 2022-2023

5. Help, Inc. - \$5,000 for Fundraising Campaign for New Facility

Mary Jane Webb, addressed Council. She announced that Help, Inc. has received their certificate of occupancy for their new facility on Cherokee Camp Road in Wentworth. They hope to hold an Open House in a few months. They are requesting \$5,000 for their capital campaign.

Council will consider the request during their budget work session.

(Note: The funding request submitted by Help, Inc. is herein incorporated and made a part of these minutes.)



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FUNDING REQUEST APPLICATION

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(PLEASE PRINT OR TYPE)

ORGANIZATION/AGENCY: Help Incorporated: Center Against Violence
Name and Title of Applicant: Debbie Moore, Outreach Advocate
Phone: 336-344-5539 Email: dmoore@squareonefjc.org
Signature of Applicant: [Signature]

Name and Title of Director: Angie Bales, Executive Director
Phone: 336-342-3331 Email: abales@squareonefjc.org
Signature of Director: _____

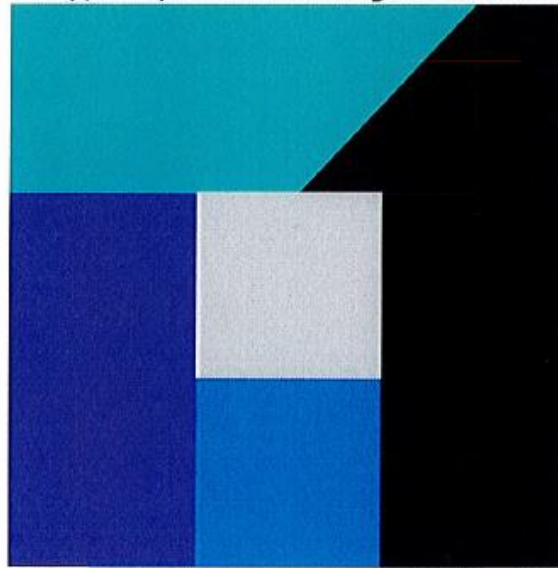
Project (proposal) Name: SquareOne Family Justice Center Building
Total Cost of Project: 2.9 million Amount Requested: \$5000.00
Project Start Date: July 2021 Project End Date: April 2022
Date Funds Needed: July 1, 2023

Has the organization previously received funds from the Town? If so, please explain: yes

Funding towards the new building

Will this be a recurring request (annually)? yes

Help, Incorporated: Center Against Violence



SquareOne
FAMILY JUSTICE CENTER

Mayor Paschal and the Town Council of Wentworth,

SquareOne Family Justice Center working as Help Incorporated: Center Against Violence, a 501(c)3 non-profit serving victims of violence in Rockingham County would like to say thank you for considering our proposal for the partnership of the Town of Wentworth and the new SquareOne Family Justice Center located on Cherokee Camp Road in Wentworth.

We are proposing that the Town of Wentworth pledge \$10,000 a year for the next five years totaling \$50,000 which allows for naming rights to a suite in the new building. The new facility will allow for increased services for victims of violence in a much safer environment for them, thus making the community of Wentworth a much safer place to live, work, and play.

Again, thank you for considering our proposal.

The board and staff of Help Incorporated: Center Against Violence

SquareOne Family Justice Center Project

Help Incorporated: Center Against Violence, has been serving families and victims of violence in Rockingham County since 1971. In 2016, Help, Inc. launched an initiative to transform into a Family Justice Center. Our Family Justice Center is a victim-centered, trauma-informed model in which multiple private and public partnering agencies are co-located and work in collaboration with each other so that clients can reach services in a single location. In addition to the immediate benefit to the clients, the model is fiscally beneficial for each partnering agency and provide clients long term physical and emotional stability and success. As a community, we see a decrease in assaults, domestic violence related homicides, law enforcement and medical calls, and improved prosecutions and outcomes in the judicial system.

SquareOne Family Justice Center is dedicated to providing assistance to victims of violence and providing emergency shelter to over 3,000 men, women and children escaping intimate partner violence for over four decades.

Over the past year, Help Incorporated: Center Against Violence, has seen the near completion of the new SquareOne Family Justice Center on Cherokee Camp Road in Wentworth enabling us to provide more services to our ever growing numbers of clients. Our services have expanded to include a medical room (Dr. Maggie Martin has been hired) for forensic exams and healthy check ups, and office space for our partnering agencies including law enforcement, District Attorney, Legal Services, and Rockingham County Child and Adult Protective Services. In addition, our current Residential Shelter will be relocated within this same building providing a safe, healthy environment for clients with immediate safety concerns to begin empowering themselves towards building a more positive future free from violence. Your contribution to our capital campaign for the SquareOne Family Justice Center will provide our community an innovative, proven and life changing initiative that is so badly needed here in rural Rockingham County.

Locally, family violence is a major problem that leads to negative consequences for victims and the result is higher cost to law enforcement, social services, healthcare and mental health providers, and other organizations with which victims are involved (schools, workplace, religious institutions, and other). It also

directly impacts employers through loss of hours worked by victims due to reporting, referrals and court proceedings. Many families are forced to seek assistance through unemployment, county and state financial assistance and local donor organizations. By providing many services in one location, the Family Justice Center enhances the ability to assist clients with all of these needs while decreasing the burden on other agencies.

Cases that do not involve fatalities rarely make the news. However, statistics from local and state level agencies demonstrate how large the problem is here in our community. In 2020-2021, **2811** survivors of violence sought assistance in Rockingham County, according to the NC Council on Women and Youth Involvement; twice the numbers of those served in counties with similar populations. In fact, the county continues to rank **eighth** out of 100 counties for the largest number of clients served, yet our rural county lacks basic resources to assist survivors in becoming self-sufficient.

Of the 2811, 14 were Human Trafficking victims, Kaleidoscope Children's Advocacy Center preformed 177 forensic interviews for survivors of child abuse on-site, and our specialized elder advocate assisted 95 victims of Elder Abuse. Given the overwhelming number of individuals and families that enter the Square SquareOne Family Justice Center doors every day, it is imperative that we not only continue the current services, but modernize our service delivery process and increase client safety with additional training and services. Recently added services include electronic filing of protective orders which bolsters efficiency and enhances safety for survivors of domestic violence, sexual assault, child abuse, human trafficking, and elder abuse. Clients now come to SquareOne instead of the Clerks Office to begin this process in a safe location and speak to a judge online instead of in person. Adding a strangulation screening tool, and in-County training for law enforcement will together add to efficiency and safety, and will result in a more supportive experience for victims

If granted, the Town of Wentworth Funds would be used in the construction of the new SquareOne Family Justice Center on Cherokee Camp Rd. in Wentworth. The new building will enhance the centralized services already in Wentworth and help make the community as a whole a safer place for all citizens. Domestic violence affects all communities, genders, socio-economic and ethnic groups and has long term affects on the physical and emotional well being not only of the victims but their children and families. Together, we can break the cycle of violence and focus on the ultimate goal of prevention and improving the lives of everyone in our community.

Goals

- To build a safe facility capable of housing interested partners which will provide centralized, readily available services to victims of crime in our rural community. The facility will also include the Freedom House, a residential area for victims in immediate crisis.
- To work with partners to reduce the number of times victims tell their story, the number of places victims must go for help, and to increase access to effective services and support for victims and their children.
- To increase relevant and innovative criminal justice services available to victims in rural Rockingham County in order to reduce victim recantation, increase prosecution, improve legal outcomes and ultimately reduce crime.
- To provide trauma focused, holistic approaches to treatment and long-term care of victims of violence
- Work to decrease financial impact of client services to all partners while case managing to ensure services are available to all in need.
- Provide training and resources to partners in the area of client services, social justice, diversity and referrals

Objectives

- Continue SquareOne Justice Center monthly meetings to oversee timeline, protocols, and direction for expanding Family Justice Center services.
- Multidisciplinary members will discuss, track progress, and monitor centralized services for victims of violence and create strategic plan for long term growth
- Provide 24-hours crisis support, advocacy to 1000 clients.
- 700 clients will be offered therapy, information and referral, client outreach, and residential services.
- 200 clients will be given assistance in locating permanent safe housing options and 1000 clients will develop safety plans.
- Specialized training will be provided for partners in various areas
- Annual review of financial impact to partners after completion of project and strategies implemented to improve
- Regular review of judicial cases and outcomes and gathering statistics necessary to understand long term effects

Partners

Family Justice Centers and Multi-Agency Centers are multi-agency, multi-disciplinary co-located service centers that provide services to victims of interpersonal violence including, intimate partner violence, sexual assault, child abuse, elder or dependent adult abuse, and human trafficking. Both public and private partner agencies assign staff on a full-time or part-time basis to provide services from one location and are represented in a monthly steering committee meeting in which policies, procedures and case management are discussed. Current partner agencies at the SquareOne Family Justice Center include the following:

- Help, Inc. Center Against Violence
 - Kaleidoscope Children’s Advocacy Center
 - Freedom House residential services
 - Rockingham County Sheriff’s Office, Eden Police Dept, Madison Police Dept, Mayodan Police Dept, Reidsville Police Dept, Stoneville Police Dept.
 - Rockingham County Department of Social Services, Child and Adult Protective Services
 - Rockingham County Department of Health and Human Services
 - Rockingham County Integrated Health
 - Rockingham County District Attorney’s Office
 - Rockingham County Judicial Services
 - Rockingham County Clerk of Court
 - Rockingham County Register of Deeds
 - Rockingham County School System
 - Partnership for Children
 - Pregnancy Care Center
 - Rockingham Community College
 - Rockingham County Probation
 - Legal Aide
 - Cardinal Innovations
 - DayMark
 - Rockingham County Head Start
 - RCATS
 - Genesis Ministries
-
- Rockingham County Veterans Services
 - Rockingham County Libraries
 - Vocational Rehabilitation
 - Goodwill Career Center
 - Parents as Teachers

On-going focused group collaborations include:

- DSS holds Child Protection Team and Child Fatality Review Team reviews
- Help Incorporated/Kaleidoscope hosts monthly MDT with the District Attorney’s Office to review child abuse and domestic violence cases and prosecutions
- Cone Health conducts SART (Sexual Assault Response Team) to review sexual assault cases

PROPOSED BUDGET - EXPENSES
July 1, 2021 - Jun 30, 2022

SALARIES - GROSS - before taxes	\$ 1,181,099.00
Office Full-Time Staff	\$ 1,001,099.00
Office Part-Time Staff	\$ 15,000.00
Residential Staff - Part-Time Shelter	\$ 68,000.00
Resale Shop Part-Time Staff	\$ 97,000.00
CONTRACT EMPLOYEES	\$ 62,843.75
PAYROLL TAXES- (FICA Match+ESC)	\$ 95,943.55
Office Full-Time Staff	\$ 80,768.05
Office Part-Time Staff	\$ 1,175.50
Residential Staff - Part-Time Shelter	\$ 5,500.00
Resale Shop Part-Time Staff	\$ 8,500.00
FRINGE - Health-Dental-Disability	\$ 200,000.00
TRAVEL/TRAINING EXPENSES	\$ 10,000.00
GAS-VOUCHERS/VAN	\$ 5,000.00
CONFERENCE/ REGISTRATIONS	\$ 48,205.76
OTHER	\$ 15,950.00
Square One - Expenses ** Estimate	\$ 250,000.00
INSURANCE/BONDING - AGENCY	\$ 17,500.00
PROFESSIONAL FEES-Audit-Sage	\$ 19,500.00
UTILITIES - SHELTER & OFFICE	\$ 23,040.00
UTILITIES - SHOP	\$ 17,500.00
RENT - SHOPS & OFFICE	\$ 25,200.00
EQUIPMENT & CELL PHONES	\$ 5,000.00
SUPPLIES	\$ 62,653.78
FURNITURE	\$ -
POSTAGE	\$ 2,622.00
TELEPHONE/INTERNET	\$ 9,600.00
DUES/SUBSCRIPTIONS	\$ 8,000.00
OUTREACH/EDUCATIONAL MAT	\$ 24,908.60
PRINTING/COPYING	\$ 7,500.00
REPAIRS/MAINTENANCE	\$ 25,000.00
VEHICLES -	\$ 3,500.00

FUNDRAISING	\$ 10,000.00
OTHER RELATED SHELTER COST	\$ 4,000.00
DIRECT CLIENT EXPENSES-ly-Shelter	\$ 37,776.00
Transition Housing-Dir. Clt Exp	\$ 28,125.00

TOTAL EXPENSES

\$2,200,267.44

PROPOSED BUDGET - REVENUE
July 1, 2021 - Jun 30, 2022

VOCA - Basic Services 2020 - 2021 - year 2	\$166,722.06
VOCA - Basic Services 2021 - 2022 - year 1	\$112,210.03
VOCA - CAC 2020 - 2021 - year 1	\$55,454.96
VOCA - CAC 2021 - 2022 - year 2	\$102,875.68
VOCA - Mental Health 2020 - 2021 - year 1	\$43,109.56
VOCA - Mental Health 2021 - 2022 - year 2	\$88,826.60
VOCA - ELDER 2020 - 2021 - year 1	\$35,482.71
VOCA - ELDER 2021 - 2022 - year 2	\$71,485.86
VOCA - Residential Focused Services 20-21-yr 2	\$98,987.66
VOCA - Family Justice Center 20-21 - year 1	\$141,700.55
VOCA - Family Justice Center 21-22 - year 2	\$309,334.86
VOCA - Human Trafficking 20-21 - year 1	\$99,275.79
VOCA - Human Trafficking 21-22 - year 2	\$160,185.92
VOCA - Opioid 20-21 - year 2	\$70,086.78
VOCA - Opioid 21-22 - year 1	\$106,330.96
VOCA - Handle with Care 20-21 - year 1	\$47,758.30
VOCA - Handle with Care 21-22 - year 2	\$99,413.61
VOCA - Beyond 50B 21-22	\$162,908.40
DV - NC Council for Women 20-21	\$45,855.64
MLF- NC Council for Women 2020-2021	\$17,500.00
SA- NC Council for Women 20-21	\$24,174.68
DFF- NC Council for Women 2020-2021	\$19,000.00
IY - NC DHHS 2020 - 2021	\$99,378.00
FVP - NCCFW - NCDHHS 2020 - 2021	\$25,000.00
CAGNC	\$7,000.00
CAC - DHHS dollars 20-21	\$47,992.00
CAC - CARES ACT thru 12/30/2020	\$10,982.20
FEMA	\$4,430.00
Rockingham County 2020-2021	\$36,900.00
United Way	\$26,238.96
Resale Shops	\$125,000.00
Fundraisers * See Side Note	\$20,000.00

Contributions * See Side Note	\$20,000.00
Foundations * See Side Note	\$8,000.00
Miscellaneous * See Side Note	\$5,000.00

TOTAL REVENUE

\$2,514,591.77

Article VII. NEW BUSINESS

A. Funding Requests for FY 2022-2023

6. Rockingham County Arts Council - \$3,000

No one was present to review the FY 2022-23 Funding Request from the Rockingham County Arts Council.

Mayor Pro Tem Conner noted that Council will consider the request during their budget work session.

(Note: The FY2022-23 Funding Request from the Rockingham County Arts Council is herein incorporated and made a part of these minutes.)



TOWN OF WENTWORTH

P.O. BOX 159

WENTWORTH, NC 27375

336-342-6288(phone)

336-342-0322(fax)

Email: townhall@townofwentworth.com Website: www.townofwentworth.com

FUNDING REQUEST APPLICATION

If funding is available and the proposed project/program/service is relevant to the citizens of Wentworth NC, requests will be considered by the Wentworth Town Council during their annual budget work sessions in March and April. The deadline for submittal is February 24th.

(PLEASE PRINT OR TYPE)

ORGANIZATION/AGENCY: Rockingham County Arts Council
Name and Title of Applicant: RCAC Municipal Membership
Phone: (336) 339-6169 Email: director@rcarts.org
Signature of Applicant: Jenny Edwards

Name and Title of Director: Jenny Edwards, Executive Director
Phone: (336) 339-6169 Email: director@rcarts.org
Signature of Director: Jenny Edwards

Project (proposal) Name: RCAC municipal membership
Total Cost of Project: \$13,000 Amount Requested: \$3,000
Project Start Date: Jul 1, 2022 Project End Date: Jun 30, 2023
Date Funds Needed: Jul 1, 2022

Has the organization previously received funds from the Town? If so, please explain:

We are so appreciative of the Town of Wentworth's long support of the arts. The town has maintained a membership for many years.
Will this be a recurring request (annually)? yes



Rockingham County Arts Council
 Request for Funding – Town of Wentworth
 FY 22/23

Description of the goals and objectives of the organization:

Rockingham County Arts Council (RCAC) mission is to promote, facilitate, and support the arts for all of Rockingham County. Our goal is to provide high quality art programs for all county citizens. Programs: Grassroots subgrants, Gallery and Performance, RoCo Art Alliance, grant writing and technical assistance to art nonprofits.

Description of the project, intended impact on the community, specific purpose for the town.

Project description: RC Arts Council requests \$3,000 in support from the Town of Wentworth in order to provide at least one live music performance at the new park, support the Fine Arts Festival Association (with general operating support for their facility located in Wentworth, provide art programming for Wentworth Elementary School, and – very important - support public meetings in order to develop a robust spending plan for American Rescue Plan Act (ARPA) funding we will receive in order to *directly* benefit the Town of Wentworth.

Intended impact: Improve quality of life for Wentworth residents by providing high quality art programs for adults and children. We are excited to emerge from the COVID-19 pandemic and help meet pent up demand to come together as a community, reconnect, and reinvigorate our communities through the arts.

Purpose for the town: To bring audiences to the beautiful new Wentworth town park for live a music performance and foster the creative spirit in Wentworth children and adults. Art programming also brings in visitors who support Wentworth restaurants, gas stations, and the coffee shop.

Added value to citizens of Wentworth: RC Arts Council is the designated partner to the NC Arts Council – that is both a benefit and an obligation. Because we exist, we are able to bring state funding into Wentworth (and the rest of the county). It also means that we are required to have municipal support and match every dollar from the state with a local dollar. We simply could not do this without support from municipalities. Last year, we were able to bring in \$85,000 in state funding, and that provided 100% of the operating support of every non-profit art organization in the county, including the Fine Arts Festival Association located in Wentworth. This year, we will be investing American Rescue Plan Act funding across all municipalities in the county. We will be specifically reaching to Wentworth Town Council and staff to obtain their input on how to best direct this funding to support arts in Wentworth. While we are not

required to match ARPA funding, we still have to match – dollar for dollar – more than \$30,000 in Grassroots funding. The Town’s support is vital to that effort, and we fully intend to prioritize municipalities who support the arts.

Detailed budget for the project:

Grassroots support to Wentworth-based art organization	\$3,000 (conservative estimate)
Art programming support to the town, schools, and organizations – live performance(s) and programs	\$5,000 (conservative estimate)
RCAC staff wages, printing, supplies, & other expenses for RCAC’s ARPA spending plan development for Wentworth	\$5,000
TOTAL MINIMUM INVESTMENT IN WENTWORTH	\$13,000

Article VII. NEW BUSINESS

A. Funding Requests for FY 2022-2023

7. Project SAFE - \$782.25 for Project SAFE Neighborhoods Program

Mayor Pro Tem Conner noted that Council will consider the request during their budget work session.

(Note: The FY2022-23 Funding Request from Project SAFE is herein incorporated and made a part of these minutes.)



TOWN OF WENTWORTH

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WENTWORTH, NC 27375

336-342-6288(phone)

336-342-0322(fax)

Email: townhall@townofwentworth.com Website: www.townofwentworth.com

FUNDING REQUEST APPLICATION

If funding is available and the proposed project/program/service is relevant to the citizens of Wentworth NC, requests will be considered by the Wentworth Town Council during their annual budget work sessions in March and April. The deadline for submittal is February 24th.

(PLEASE PRINT OR TYPE)

ORGANIZATION/AGENCY: Project Safe Rockingham County

Name and Title of Applicant: Chief Jason White Madison Police Department

Phone: (336) 589-5180 Email: jwhite@townofmadison.org

Signature of Applicant: _____

Name and Title of Director: Daryl Crowder Program Manager of Project Safe Rockingham Co.

Phone: 336-634-6089 Email: daryl.crowder@nccourts.org

Signature of Director: Jason White March 14, 2022

Project (proposal) Name: Project safe Rockingham County

Total Cost of Project: \$24,375.75 Amount Requested: \$782.25

Project Start Date: July 1, 2022 Project End Date: June 30, 2023

Date Funds Needed: July 1, 2022

Has the organization previously received funds from the Town? If so, please explain:

The Town of Wentworth has partnered with Project Safe for the last seven years.

Will this be a recurring request (annually)?

YES

**PROJECT SAFE
ROCKINGHAM COUNTY**

Budget Proposal/Funding Request

Thank you Wentworth Town Council for your past contributions.

A total of \$782.25. dollars was budgeted for 2020-2021.

Project Safe Neighborhoods is a National Program. It connects Law Enforcement and communities across the country with the initiative to make the community safer.

Project Safe programs work hand in hand with Federal Prosecutors and Law Enforcement officials to prosecute and deter crime in the community.

These funds were used to pay Salary, mileage, printing, training and miscellaneous funds for the program.

The same total of \$782.25 dollars is being requested for the 2021-2022 year. These funds will pay for the items stated above.

Jason White

3/14/2022

Board Chairperson Chief Jason White Madison Police Department

Daryl N Crowder

3/14/2022

Project Safe Program Manager, Daryl Crowder

Article VII. NEW BUSINESS

A. Funding Requests for FY 2022-2023

8. Committee of 100, County-wide Food Drive - \$5,000

Neil Jacques, Co-Chair presented the funding request for the County-wide Food Drive. He noted the program originally was intended to be a one-time thing, but it was so successful they have continued it for twelve years. Their target for this year is 65,000 pounds of food. They have donation boxes in eighteen of the twenty schools within Rockingham County, and in all of the fire stations throughout the county. They have approximately 200 donation boxes throughout the county.

Councilmember Paschal asked if the Town Hall was a donation site. He added, "I just thought with the Park being open, we could do something."

(Note: The FY2022-23 Funding Request from the Committee of 100 County-wide Food Drive is herein incorporated and made a part of these minutes.)



TOWN OF WENTWORTH
P.O. BOX 159
WENTWORTH, NC 27375
336-342-6288(phone) 336-342-0322(fax)
Email: townhall@townofwentworth.com Website: www.townofwentworth.com

FUNDING REQUEST APPLICATION

If funding is available and the proposed project/program/service is relevant to the citizens of Wentworth NC, requests will be considered by the Wentworth Town Council during their annual budget work sessions in March and April. The deadline for submittal is February 24th.

(PLEASE PRINT OR TYPE)

ORGANIZATION/AGENCY: Rockingham Countywide Food Drive
Name and Title of Applicant: Ann Fish
Phone: 336-627-1236 Email: annsammersfish@gmail.com
Signature of Applicant: [Signature]
Name and Title of Director: Neil R Jacques
Phone: 336-613-6292 Email: neiljacques@hotmail.com
Signature of Director: [Signature]

Project (proposal) Name: ANNUAL FOOD DRIVE
Total Cost of Project: \$50,000 Amount Requested: \$5,000
Project Start Date: 3/1/2022 Project End Date: 4/30/2022
Date Funds Needed: 4/10/2022
Has the organization previously received funds from the Town? If so, please explain: YES, FUNDS HAVE BEEN RECEIVED THE PAST SEVERAL YEARS. THESE FUNDS HAVE GONE TO THE SOUP KITCHENS AND FOOD BANKS WE WORK WITH
Will this be a recurring request (annually)? YES

Article VII. NEW BUSINESS

B. Discussion of Park Rentals (Entire Park) on Weekends

Council discussed the pros and cons of allowing rentals of the entire park on weekend days (Saturday or Sunday).

Referring to the Regulations for the Use of the Wentworth Town Park, **Councilmember Paschal** asked Town Attorney Ellis Martin, “Can we just say under Section S., Special Event/Facilities Use/ Rentals, under 62. (c), could we just put in parenthesis there (Weekdays Only)?”

Mr. Martin agreed that would be a simple fix.

Councilmember Paschal clarified that he would not want to revoke a rental agreement that has already been made before this Council meeting.

Councilmember Paschal made a **MOTION**, “*In the Park Regulations, under Section S. Special Events/Facilities Use/ Rentals, that we add to 62. (c) Park in its Entirety, “(Weekdays Only)”.*”

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

Article VII. NEW BUSINESS

C. Consideration of Proclamation for a Day of Prayer for Ukraine

Councilmember Crowder read the proclamation.

Councilmember Paschal made a **MOTION**, “*We approve the Proclamation for A Day of Prayer for Ukraine.*”

Councilmember Crowder seconded the motion. All voted in favor and the motion carried.

(Note: The Proclamation for a Day of Prayer for Ukraine is herein incorporated and made a part of these minutes.)



TOWN OF WENTWORTH, NORTH CAROLINA 27375

PROCLAMATION
PROCLAIMING “A DAY OF PRAYER FOR UKRAINE”
APRIL 12, 2022

WHEREAS, Ukraine has been a sovereign and independent state since August 24, 1991, upon its withdrawal from the Soviet Union and has since enjoyed the freedom of an independent state; and

WHEREAS, on February 24, 2022, Russia, under the direction of its President, Vladimir Putin, launched an unprovoked invasion on Ukraine, targeting not only their military but also their civilian population, including children, where they live, worship, and seek refuge and care; and

WHEREAS, the citizens of the Town of Wentworth have been shocked and appalled by the unprovoked and unjustified attack on Ukraine and condemn these acts of aggression; and

WHEREAS, as a people of faith, we stand together in unity with the people of Ukraine as they fight to protect their homeland, their democracy, and their very lives; and

WHEREAS, this Day of Prayer is a unifying call for the protection of the people of Ukraine as they struggle against the unprovoked aggression that has been unleashed against them; and

WHEREAS, the Town of Wentworth stands in solidarity with free people worldwide, including those of Ukraine, and encourages all to come together and enlist the power of prayer, seeking peace, justice, strength, and healing in this uncertain time.

NOW, THEREFORE, be it known that the Wentworth Town Council proclaims April 12, 2022, a Day of Prayer for the Ukrainian people and urges citizens of all faiths, backgrounds, and nationalities to come together in prayer at 12:00 noon on that date.

This the 5th day of April, 2022.

R. Dennis Paschal, Jr., Mayor

Attest:

Yvonne Russell, Clerk

Article VII. **NEW BUSINESS**

D. Consideration of ARP/SLFRF Grant Ordinance Amendment No 1

Yvonne Russell, Town Clerk & Finance Officer, reviewed the amendment to the Grant Project Ordinance for the Town of Wentworth Coronavirus State and Local Fiscal Recovery Funds.

Councilmember Paschal made a **MOTION**, “*We adopt ARP Grant Ordinance Amendment No. 1.*”

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

(Note: The ARP/SLFRF Grant Ordinance Amendment No 1, and a memo from Ms. Russell regarding the amendment are herein incorporated and made a part of these minutes.)

Grant Project Ordinance

Amendment No. 1

(Special Revenue Fund)

For The Town of Wentworth

Coronavirus State and Local Fiscal Recovery Funds

BE IT ORDAINED by the Town Council of the Town of Wentworth, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF). The Town of Wentworth is estimated to receive the first tranche in the amount of \$433,429 of CSLRF funds. The total allocation is \$866,858, with the remainder to be distributed to the town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLRF funds for the provision of government services.

Section 3: The following amounts are appropriate for the project and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Cost Object	Appropriation of ARP/CSLFRF Funds
001	Administration services for period of March 2, 2021 through March 31, 2022	6.1	Salaries	\$122,084
			Benefits	\$32,897
	Unassigned			\$711,877
	TOTAL			\$866,858

Section 4: The following revenues are anticipated to be available to complete the project:

ARP/CSLFRF Funds: \$866,858
General Fund Transfer: \$0
Total: \$866,858

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the Town’s Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 6: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 7: Copies of this grant project ordinance shall be furnished to the Budget-Finance Officer, and to the Clerk to Town Council.

Section 8: This grant project ordinance expires on December 31, 2026, or when all the CSLRF funds have been obligated and expended by the town, whichever occurs sooner.

Amended this 5th day of March, 2022

/s/ _____

R. Dennis Paschal Jr., Mayor

/s/ _____

Yvonne Russell, Town Clerk & Finance Officer

Memo

To: Council
From: Yvonne Russell, Clerk/ Finance Officer
Date: April 1, 2022
Re: ARP Grant Ordinance Amendment No 1

I'd like to ask Council to amend the ARP Grant Ordinance so that we can report salaries and benefits from March 2, 2021 through March 31, 2022 for reimbursement with ARP Funds. I've estimated those salaries and benefits to be \$154,981.

Once the amendment is made, the Town will have \$154,981 to spend on capital projects without the burden of extensive reporting to the US Treasury. This is possible because of the "Revenue Replacement" category under the Treasury's Guidelines for ARP funds. Using these funds for salaries and benefits requires the least amount of reporting compared to other government services. On April 30, 2022 the first Treasury quarterly report is due for ARP funds. In that report I will list salaries and benefits for 3/2/21 - 3/31/22 as the "eligible project" and list the expenditures with payroll records to back it up.

Article VII. NEW BUSINESS

- E. Consideration of ARPA Policies
 - 1. Allowable Costs and Cost Principles
 - 2. Conflict of Interest Policy
 - 3. Eligible Project Policy
 - 4. Nondiscriminatory Policy
 - 5. Records Retention Policy

Ms. Russell explained there are several policies that all local governments receiving ARP/SLFR funds need to adopt to be in compliance with US Treasury's Final Rule on The Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act.

Ms. Russell said all of the policies under consideration are taken from samples created by the UNC School of Government and have been reviewed by Mr. Ellis. There are accompanying resolutions for each policy.

Regarding the Conflict of Interest Policy, **Ms. Russell** said Mr. Martin approved of striking all of the "Note to Draft" footnotes.

Mr. Martin explained, "Those essentially are guidance from the School of Government to explain what is going on, but those aren't necessary based on my review."

Councilmember Paschal made a **MOTION**, “We approve the Allowable Costs and Cost Principles Policy, Conflict of Interest Policy, Eligible Project Policy, Nondiscriminatory Policy, Records Retention Policy of the Town of Wentworth ARP Policies and Resolutions.”

Mayor Pro Tem Conner seconded the motion. All voted in favor and the motion carried.

(Note: The Town of Wentworth ARP Policies and Resolutions are herein incorporated and made a part of these minutes.)



**TOWN OF WENTWORTH RESOLUTION APPROVING A POLICY
FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN
RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
BY NORTH CAROLINA LOCAL GOVERNMENTS**

WHEREAS, the Town of Wentworth has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of HR 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS, the funds may be used for projects as stated in the policy; and,

WHEREAS, the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the Assistance Listing; and,

WHEREAS, the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds provides guidance; and,

WHEREAS, Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds.

NOW, THEREFORE BE IT RESOLVED THAT THE WENTWORTH TOWN COUNCIL adopts and enacts the attached Policy for Allowable Costs and Cost Principles for Expenditure of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds by North Carolina Local Governments.

Adopted and enacted this the 5th day of April 2022 by the Wentworth Town Council.

ATTEST:

Dennis Paschal Jr., Mayor

Yvonne Russell, Town Clerk

TOWN OF WENTWORTH

POLICY FOR ALLOWABLE COSTS AND COST PRINCIPLES FOR EXPENDITURE OF AMERICAN RESCUE PLAN ACT CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH CAROLINA LOCAL GOVERNMENTS

WHEREAS the TOWN OF WENTWORTH, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

[ARP/CSLFRF] Funds may be, but are not required to be, used along with other funding sources for a given project. Note that [ARP/CSLFRF] Funds may not be used for a non-

Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the [ARP/CSLFRF] Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the [ARP/CSLFRF] program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the [ARP/CSLFRF] award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
- b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of [ARP/CSLFRF] award funds; and

WHEREAS Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

*Allowable Costs and Cost Principles Policy
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- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.
- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.
- (f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
- (g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award;

BE IT RESOLVED that the governing board of the TOWN OF WENTWORTH hereby adopts and enacts the following UG Allowable Costs and Cost Principles Policy for the expenditure of ARP/CSLFRF funds.

TOWN OF WENTWORTH Allowable Costs and Costs Principles Policy

I. ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

The TOWN OF WENTWORTH shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with TOWN COUNCIL, the TOWN ADMINISTRATOR, and the FINANCE OFFICER, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the FINANCE OFFICER. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

II. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. **Be necessary and reasonable for the proper and efficient performance and administration of the grant program.**

A cost must be *necessary* to achieve a project object. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.

- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the TOWN OF WENTWORTH or the proper and efficient performance of the federal award.
- The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
- Market prices for comparable goods or services for the geographic area.
- Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the TOWN OF WENTWORTH, its employees, the public at large, and the federal government.
- Whether the TOWN OF WENTWORTH significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.

- 2. Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

3. **Be authorized and not prohibited under state or local laws or regulations.**
4. **Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
5. **Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of the TOWN OF WENTWORTH.**
6. **Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.
7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**
8. **Be net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms
9. **Be adequately documented.**

III. SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

The FINANCE OFFICER responsible for determining cost allowability must be familiar with the Selected Items of Cost. The TOWN OF WENTWORTH must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. The FINANCE OFFICER will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, TOWN OF WENTWORTH regulations, and program-specific rules may deem a cost as unallowable, and the FINANCE OFFICER must follow those non-federal rules as well.

Exhibit A identifies and summarizes the Selected Items of Cost.

IV. DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the TOWN OF WENTWORTH may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

V. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in [§ 200.475](#)). Unallowable costs include:

- (1) Salaries and expenses of the Office of the Governor of a [state](#) or the chief executive of a [local government](#) or the chief executive of an [Indian tribe](#);
- (2) Salaries and other expenses of a [state](#) legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
- (3) Costs of the judicial branch of a government;
- (4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in [§ 200.435](#)); and

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For Indian tribes and Councils of Governments (COGs) (see definition for *Local government* in § 200.1 of this part), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

[NOTE THAT EXPENDITURES OF ARP/CSLFRF FUNDS IN THE REVENUE REPLACEMENT CATEGORY ARE EXPLICITLY AUTHORIZED IN THE FINAL RULE TO BE SPENT ON GENERAL GOVERNMENT SERVICES.]

§ 200.416 COST ALLOCATION PLANS AND INDIRECT COST PROPOSALS.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 INTERAGENCY SERVICE.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

VI. COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the FINANCE OFFICER must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

- Local government personnel must submit proposed ARP/CSLFRF projects to the FINANCE OFFICER for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.
- Along with a general review of project eligibility and conformance with other governing board management directives, the FINANCE OFFICER must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury.
- If a proposed project includes a request for an unallowable cost, the FINANCE OFFICER will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed project budget is pre-approved by the FINANCE OFFICER, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the FINANCE OFFICER must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the FINANCE OFFICER will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The FINANCE OFFICER must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.

- If all cost items are deemed allowable and properly allocable, the FINANCE OFFICER must proceed through the local government's normal disbursement process.
- If any cost item is deemed unallowable, the FINANCE OFFICER will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The FINANCE OFFICER may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. TOWN OF WENTWORTH'S governing board must approve any allocation of other funds for this purpose.
- The FINANCE OFFICER must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

VII. COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

EXHIBIT A

Selected Items of Cost	Uniform Guidance General Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent	2 CFR § 200.435	Allowable with restrictions

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infringements		
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for

		allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions

Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed



**TOWN OF WENTWORTH RESOLUTION
APPROVING A CONFLICT-OF-INTEREST POLICY**

WHEREAS, the Town of Wentworth should prevent the personal interest of staff members, elected officials and board and committee members from interfering with the performance of their duties; and,

WHEREAS, the Town of Wentworth should prevent the personal interest of staff members and elected officials from resulting in personal financial, professional and/or political gain to such persons at the expense of the Town.

NOW, THEREFORE BE IT RESOLVED THAT THE WENTWORTH TOWN COUNCIL adopts and enacts the attached Conflict of Interest Policy.

Adopted and enacted this the 5th day of April 2022 by the Wentworth Town Council.

ATTEST:

Dennis Paschal Jr., Mayor

Yvonne Russell, Town Clerk

TOWN OF WENTWORTH

CONFLICT OF INTEREST POLICY

APPLICABLE TO CONTRACTS AND SUBAWARDS OF TOWN OF WENTWORTH SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

I. Scope of Policy

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when TOWN OF WENTWORTH (“*Unit*”) enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).
- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. Definitions

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II. Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. “*COI Point of Contact*” means the individual identified in Section III(a) of this Policy.
- b. “*Contract*” means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. “*Contractor*” means an entity or individual that receives a Contract.
- d. “*Covered Individual*” means a Public Officer, employee, or agent of the Unit.
- e. “*Covered Nonprofit Organization*” means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. “*Direct Benefit*” means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.

- g. *“Federal Financial Assistance”* means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. *“Governing Board”* means the Town Council of the Unit.
- i. *“Immediate Family Member”* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- j. *“Involved in Making or Administering”* means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. *“Pass-Through Entity”* means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. *“Public Officer”* means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. *“Recipient”* means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. *“Related Party”* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. *“Subaward”* means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- p. *“Subcontract”* means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. *“Subcontractor”* means an entity that receives a Subcontract.

- r. “*Subrecipient*” means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. “*Unit*” has the meaning specified in Section I hereof.
- t. **COI Point of Contact.**
- u. **Appointment of COI Point of Contact.** The TOWN ADMINISTRATOR, an employee of the Unit, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the TOWN ADMINISTRATOR is unable to serve in such capacity, the FINANCE OFFICER shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- v. **Distribution of Policy.** The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

III. **Conflict of Interest Standards in Contracts and Subawards**

- a. **North Carolina Law.** North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section III.
 - i. **G.S. § 14-234(a)(1).** A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. **G.S. § 14-234(a)(3).** No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.
 - iii. **G.S. § 14-234.3.** If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.

iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.

1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.

ii. Identification and Management of Conflicts of Interest.

1. Duty to Disclose and Disclosure Forms

a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.

b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.

c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for Subawards) from each Covered Individual and

file such Conflict of Interest Disclosure Form in records of the Unit.

2. Identification Prior to Award of Contract or Subaward.

- a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.

3. Management Prior to Award of Contract or Subaward

- a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the TOWN ADMINISTRATOR and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
 - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.
- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.

4. Identification After Award of Contract or Subaward.

- a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the TOWN ADMINISTRATOR and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all

payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4) , the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
 - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

IV. Oversight of Subrecipient's Conflict of Interest Standards

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

V. Gift Standards

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the

aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:

- i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VI. Violations of Policy

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

* * * * *

Adopted this the 5th day of April, 2022.

EXHIBIT A

Examples

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include: <ul style="list-style-type: none">- Stock in a corporation.- Membership interest in a limited liability company.- Partnership interest in a general or limited partnership.- Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract.- Option to purchase any equity interest in a firm or organization.	Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract. A position as a director or officer of the firm or organization, even if uncompensated.
Holder of any debt owed by a firm considered for a Contract or Subaward, which may include: <ul style="list-style-type: none">- Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment))- Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan).<ul style="list-style-type: none">o Holder of a judgment against the firm.	A referral of business from a firm considered for a Contract or Subaward.
Supplier or contractor to a firm or organization considered for a Contract or Subaward.	Political or social influence (e.g., a promise of appointment to a local office or position on a public board or private board).

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The TOWN OF WENTWORTH (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the TOWN ADMINISTRATOR as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the TOWN ADMINISTRATOR and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step				
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty:</u> <hr/> <u>Subject of Contract:</u> <hr/>		
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.			
		<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]			
	Any identified interest in Step 3 is a potential "real" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered for a Contract. If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.			
	Any identified interest in Step 4 is a potential "real" conflict of interest.	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>

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5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.			
	Any identified interest in Step 5 is a potential "apparent" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT C

**CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS**

The TOWN OF WENTWORTH (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the TOWN ADMINISTRATOR as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: _____ (the “Contract”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

- a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____

Step			
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty:</u> <hr/> <u>Subject of Subaward:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are "Covered Individuals". Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$100,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential "real" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$100,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 4 is	<u>Public Officials – Related Party</u>	<u>Employees – Related Party</u>	<u>Agents – Related Party</u>

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EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The TOWN OF WENTWORTH ("Unit") has adopted a Conflict of Interest Policy ("Policy") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the TOWN ADMINISTRATOR as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the TOWN ADMINISTRATOR and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

a potential "real" conflict of interest.			
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential "apparent" conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

EXHIBIT E

**SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS**

The TOWN OF WENTWORTH ("Unit") has adopted a Conflict of Interest Policy ("Policy") that governs the Unit's expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the TOWN ADMINISTRATOR as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: _____ (the "Subaward"). To safeguard the Unit's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

-
- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

Sign Name: _____

Print Name: _____

Name of Employer _____

Job Title: _____

Date of Completion: _____



**TOWN OF WENTWORTH RESOLUTION
ADOPTING AN ELIGIBLE PROJECT POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE
PLAN ACT OF 2021 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

WHEREAS, the Town of Wentworth is receiving American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds; and,

WHEREAS, Final Rule has been enacted outlining eligible projects; and,

WHEREAS, adoption of the Eligibility Determination Policy for ARP/CSLFRF funds is required.

NOW, THEREFORE BE IT RESOLVED THAT THE WENTWORTH TOWN COUNCIL adopts and enacts the attached Eligible Project Policy for the Expenditure of American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds.

Adopted and enacted this the 5th day of April 2022 by the Wentworth Town Council.

ATTEST:

Dennis Paschal Jr., Mayor

Yvonne Russell, Town Clerk

**ELIGIBLE PROJECT POLICY FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT OF 2021
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY THE TOWN OF WENTWORTH**

WHEREAS the TOWN OF WENTWORTH, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS US Treasury has issued a [Compliance and Reporting Guidance v.2.1 \(November 15, 2021\)](#) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

WHEREAS the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

Eligible Use Policy
TOWN OF WENTWORTH
APRIL 2022

BE IT RESOLVED that the TOWN OF WENTWORTH hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds.

Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how [Local Government Name] will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its [Final Rule](#) regarding use of ARPA funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its [Interim Final Rule](#) or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

Eligible Use Policy
TOWN OF WENTWORTH
APRIL 2022

II. PROHIBITED USES OF ARPA FUNDING

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

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires the Town of Wentworth to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The [Local Government Name], and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All [Local Government Name] employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
[INDICATE IF FORM WILL BE PROVIDED].
 - a. Brief description of the project
 - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the [US Treasury Compliance and Reporting Guidance](#).)
 - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal.
 - d. Proposed budget, broken down by cost item, in accordance with the [Local Government Name]'s Allowable Cost Policy.

Eligible Use Policy
TOWN OF WENTWORTH
APRIL 2022

- e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the FINANCE OFFICER for approval. All requests will be reviewed by the FINANCE OFFICER for ARP/CSLFRF compliance and by the FINANCE OFFICER for allowable costs and other financial review.
3. No ARP/CSLFRF may be obligated or expended before final written approval by TOWN COUNCIL through an amendment to the Grant Project Ordinance for the American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by TOWN COUNCIL and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the FINANCE OFFICER immediately.
6. The FINANCE OFFICER must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. The FINANCE OFFICER must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.



**TOWN OF WENTWORTH RESOLUTION
ADOPTING THE ARP/CSLFRF NONDISCRIMINATION POLICY**

WHEREAS, the Town of Wentworth is receiving American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds; and,

WHEREAS, Final Rule has been enacted outlining eligible projects; and,

WHEREAS, funds are subject to the US Department of Treasury regulations.

NOW, THEREFORE BE IT RESOLVED THAT THE WENTWORTH TOWN COUNCIL adopts and enacts the attached ARP/CSLFRF Nondiscrimination Policy.

Adopted and enacted this the 5th day of April 2022 by the Wentworth Town Council.

ATTEST:

Dennis Paschal Jr., Mayor

Yvonne Russell, Town Clerk

Town of Wentworth
ARP/CSLFRF NONDISCRIMINATORY POLICY

Recitals

WHEREAS, the TOWN OF WENTWORTH has received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”).

WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

WHEREAS, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the [LOCAL GOVERNMENT] agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

RESOLVED, That the governing board of the TOWN OF WENTWORTH hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures CSLFRF pursuant to the ARP/CSLFRF award.

Nondiscrimination Policy Statement

It is the policy of the TOWN OF WENTWORTH to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity administered by the TOWN OF WENTWORTH, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF"), which the TOWN OF WENTWORTH received from the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the "ARP/CSLFRF award").

I. Governing Statutory & Regulatory Authorities

As required by the CSLFRF [Award Terms and Conditions](#), the TOWN OF WENTWORTH shall ensure that each "activity," "facility," or "program"¹ that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and

¹ 22 C.F.R. § 22.3 defines "program" and "activity" as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. "Federal financial assistance" includes, among other things, grants and loans of federal funds. "Facility" includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

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

II. Discriminatory Practices Prohibited in the Administration of the ARP/CSLFRF Award

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the TOWN OF WENTWORTH shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

III. Reporting & Enforcement

1. The TOWN OF WENTWORTH shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The TOWN OF WENTWORTH shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The TOWN OF WENTWORTH shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The TOWN OF WENTWORTH shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the TOWN OF WENTWORTH in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence.
5. The TOWN ADMINISTRATOR of the TOWN OF WENTWORTH is charged with overseeing complaints under this policy.



**TOWN OF WENTWORTH RESOLUTION
ADOPTING THE RECORD RETENTION POLICY: DOCUMENTS CREATED OR MAINTAINED
PURSUANT TO THE ARP/CSLFRF AWARD**

WHEREAS, the Town of Wentworth is receiving American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds; and,

WHEREAS, all financial and programmatic records related to ARP/CSLFRF must be retained for a period of five years after all CSLFRF funds have been expended or returned to the US Department of Treasury, whichever is later; and,

WHEREAS, all records must be retained pursuant to the attached policy.

NOW, THEREFORE BE IT RESOLVED THAT THE WENTWORTH TOWN COUNCIL adopts and enacts the attached Record Retention Policy: Documents Created or Maintained Pursuant to the ARP/CSLFRF Award.

Adopted and enacted this the 5th day of April 2022 by the Wentworth Town Council.

ATTEST:

Dennis Paschal Jr., Mayor

Yvonne Russell, Town Clerk

TOWN OF WENTWORTH

Record Retention Policy: Documents Created or Maintained Pursuant to the ARP/CSLFRF Award

Retention of Records: The Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) [Award Terms and Conditions](#) and the [Compliance and Reporting Guidance](#) set forth the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARP/CSLFRF award.

It is the policy of the TOWN OF WENTWORTH to follow Treasury’s record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, the TOW OF WENTWORTH agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

Covered Records: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the TOWN OF WENTWORTH’S expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.

Record Retention Policy- Documents Created or Maintained Pursuant to the ARP/CSLFRF Award
TOWN OF WENTWORTH
April 2022

- Documentation of rationale to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

Storage: TOWN OF WENTWORTH'S records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Departmental Responsibilities: Any department or unit of the TOWN OF WENTWORTH, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the TOWN OF WENTWORTH to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Town's FINANCE OFFICER is responsible for identifying the documents that TOWN OF WENTWORTH must or should retain and arrange for the proper storage and retrieval of records. The FINANCE OFFICER shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The TOWN OF WENTWORTH is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the TOWN COUNCIL. The TOWN OF WENTWORTH prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Questions About the Policy: Any questions about this policy should be referred to the FINANCE OFFICER, who is in charge of administering, enforcing, and updating this policy, by phone at 336-342-6288 or by email at townhall@townofwentworth.com.

Record Retention Policy- Documents Created or Maintained Pursuant to the ARP/CSLFRF Award
TOWN OF WENTWORTH
April 2022

Article VII. NEW BUSINESS

F. Discussion of Website Upgrade

Ms. Russell said the current website for the Town of Wentworth was created approximately fifteen years ago, and she would like to have it updated to be more user friendly. She noted that with the Town’s website host there is an optional upgrade to WordPress for approximately \$60.00. This upgrade would facilitate park rental applications being completed online and make the website easier to navigate.

Mayor Pro Tem Conner made a **MOTION**, *“That we go with the website upgrade Yvonne has presented.”*

Councilmember Crowder seconded the motion. All voted in favor and the motion carried.

Article VII. NEW BUSINESS

G. Consideration of Adjustment to Town Hall Digital Sign

Ms. Russell informed Council that Graphic Solutions volunteered to create a brick base around the digital sign the Town of Wentworth has requested for the front yard of the Town Hall, at no extra cost. She explained that while meeting with Graphic Solutions to determine the location of the digital sign, concerns arose about the visibility of the sign for traffic coming from the direction of the Wentworth Volunteer Fire Department towards Town Hall. Donnie Willard from Graphic Solutions suggested raising the height of the base of the sign from eighteen inches to twenty-four inches. He said the cost to make that adjustment would be \$800.00.

Mayor Pro Tem Conner made a **MOTION**, *“That we pay the difference of \$800.00 to Graphic Solutions to change the base from eighteen to twenty-four inches.”*

Councilmember Paschal seconded the motion. All voted in favor and the motion carried.

Article VIII. ANNOUNCEMENTS

Mayor Pro Tem Conner made the following announcements:

- The next regular meeting of the **Wentworth Planning Board** is scheduled for **Tuesday, April 19, 2022, at 7:00 pm** at the Wentworth Town Hall.
- The next regular meeting of the **Wentworth Town Council** is scheduled for **Tuesday, May 3, 2022, at 7:00 pm** at the Wentworth Town Hall.
- The **Wentworth Town Hall** will be closed **Friday, April 15, 2022**, in observance of **Good Friday**.

Mayor Pro Tem Conner made a **MOTION**, “We take a five minute recess before the budget work session.”

Councilmember Paschal seconded the motion. All voted in favor and the motion carried.

Article IX. Budget Work Session: FY 2022 – 2023

Mayor Pro Tem Conner called the meeting back to order.

Ms. Russell reviewed the budget estimates for FY 2022-2023. The following is a list of expenditures that were discussed:

Capital Outlay -

- Additional office guest chair - \$250
- Bench swings for placement around the outside border of the playground - \$6000 for the purchase and installation of two swings

Public Safety -

- Law Enforcement Equipment for Sheriff’s Office - \$3,512
- ReDirections - \$5,000
- Rockingham United - \$5,000
- Help Inc. - \$5,000
- Committee 100 County-wide Food Drive - \$1,000
- Project SAFE - \$783 (Note: Daryl Crowder has recently been appointed Program Manager of Project SAFE. He did not participate in the discussion of whether to include funds for the Project SAFE funding request.)
- Code Red - \$630 (Note: Since the meeting, the Town was made aware that Wentworth’s share of Code Red costs has increased to \$694.00.)

Cultural & Recreational -

- Special Events - \$17,500
- Appearance, Historical, Recreation Committees - \$500 each
- Fine Arts Festival Association - \$2,500
- Friends of Chinqua Penn Walking Trail - \$2,500
- MARC - \$10,000
- RCMS Band - \$4,000
- Rockingham County Arts Council - \$1,000
- Wentworth PTA Ball Program - \$10,000

Ms. Russell mentioned the need for a golf cart or some similar type of vehicle to use for the park. **Councilmember Paschal** said he would be fine with looking into that.

Ms. Russell asked for guidance on personnel costs. She listed examples of COLA and merit increases from a few municipalities that responded to her request on the Clerks listserv:

Rock Co - 2% COLA
Faison NC - 3% COLA and 3% Merit
Belmont NC - 7.9% COLA, 0 Merit
Wallace NC - 5%
Social Security - 5.9%

Council asked Ms. Russell to find out what the other municipalities in Rockingham County are budgeting. (Note: Ms. Russell has since received the following estimates from local municipalities and the County :

- 1)2% COLA, 3% Merit
- 2)3% COLA
- 3)3% COLA, 3.5% Merit
- 4)2% Merit)

Council asked Ms. Russell to let them know what was the last amount budgeted for the Wentworth Volunteer Fire Department. (Note: Ms. Russell determined the last amount budgeted for the Wentworth Volunteer Fire Department was \$9,600 in FY 2018-19.)

Ms. Russell informed Council there is a dead tree in the way of installing the new playground swing set. The swing set installation contractor quoted a price of \$1,000.00 to remove the tree, grind the stump, and level the ground.

Ms. Russell said she spoke with Mayor Paschal and he was in favor of paying for the tree removal. Council agreed.

George Murphy, Town Administrator presented a Memorandum of Understanding from Rockingham County regarding the Spectrum 1304 Peg Channel and explained, “PEG stands for Public Education Government Channel. Last year you voted to apply for those funds. We get a quarterly disbursement from the State of about \$8,100.00 per quarter, and according to the General Statutes, the use of the funds, and this is reading directly from the Statute, a county or city must use the supplemental PEG Channel support fund distributed to it for the operation and support of each of the qualifying PEG channels it certifies by allocating the amount it received equally among each of the qualifying PEG channels.”

He continued, “We use the County’s PEG Channel. We contract with Roy (Sawyers) to record our meetings, and get those ready to present. That’s the primary content that we provide. The County then has the expense of operating the equipment, paying the staff to run the channel, etc. What the proposal that you have here from the County is that right now there’s two municipalities who don’t record their meetings, Stoneville and Madison. They are considering it, which means they are also considering applying for the PEG Channel funds. Without them receiving it, you have on the top sheet here, the County is asking that we appropriate \$8,100.00 of our PEG Channel money to the County to cover the costs of operating the channel. We still would have funds left over from that to pay Roy for the content that we’re producing. There are other things we could do with that funding, for instance, we could buy equipment that would have cameras in this chamber and Roy could connect into them and use them. Some of the municipalities set up studios where they can do programming from those particular studios. The County has set up one at their offices for that. They are asking that we enter into the Memorandum of Understanding. You’ve got the PEG Channel summary overview and Memorandum of Understanding that’s there with that. According to the General Statute, these funds are restricted for use only for funds that support the PEG Channel. The channel that is on Spectrum that the County uses is on channel 1304. That’s where our meetings are aired.”

He concluded, “The question that the County wants an answer to is if we’re willing to enter into this agreement with them and appropriate that much of our PEG Channel funds that we’re receiving to that operation and with that Memorandum of Understanding.”

Councilmember Paschal asked, “So with this we’re just renewing the MOU?”

Mr. Murphy replied, “Not renewing it. This is talking about, one, that Yvonne would turn in the application for PEG Channel funds for the next year because it has to be submitted annually, and if we receive the funds then a portion of those funds would go into this Memorandum of Understanding with the County and other municipalities. If Stoneville and Madison come on board, it may be that our costs to the County of \$8,100 is reduced.”

After a question for clarification from Councilmember Paschal, **Mr. Murphy** summarized, “We’re receiving the funds from the State because we’ve applied for them. We’re restricted to using them only for purposes involving the PEG Channel. The County is asking that since they’re handling our content that we pay Roy to develop, and they’re having to take care of broadcasting it and scheduling it, that we chip over \$8,100 per year to help cover their expense on that so that it can be operated. They are looking to have all of the other municipalities participate which means it could be less than \$8,100.00.”

Councilmember Moore asked, “So giving the County the money helps us?”

Mr. Murphy replied, “Yes. It helps sustain the system that we’re using to promote the content that we’re developing, which right now is our meetings. There’s other content that we could develop.”

Councilmember Paschal made a **MOTION**, “*We approve the Memorandum of Understanding for the PEG Channel with the County.*”

Mayor Pro Tem Conner and Councilmember Moore seconded the motion. All voted in favor and the motion carried.

(Note: The Memorandum of Understanding – Spectrum 1304 PEG Channel is herein incorporated and made a part of these minutes.)

**MEMORANDUM OF UNDERSTANDING
SPECTRUM 1304 PEG CHANNEL OPERATION AND FUNDING**

WHEREAS, Rockingham County (the "County") currently operates and creates content for the Rockingham County PEG channel on Spectrum 1304 with supplemental funding from the North Carolina Department of Revenue; and

WHEREAS, the municipalities of Wentworth, Reidsville, Eden, and Mayodan (collectively "municipalities") currently receive supplemental funding as well; and

WHEREAS, these funds must be used to create content for broadcasting or to provide infrastructure for the operation of the PEG channel; and

WHEREAS, certified PEG channels must adhere to specific criteria regarding programming delivery; and

WHEREAS, a strong partnership between the County and all municipalities will be critical to the success of the Spectrum 1304 Governmental PEG Channel.

NOW THEREFORE, the County and municipalities (collectively "the Parties") mutually agree as follows:

- A) Municipalities will submit to the Rockingham County Department of Information Technology Services (ITS) appropriate content to be broadcasted on the Rockingham County PEG Channel.
- B) The operation of the County PEG Channel is at the discretion of the Rockingham County Department of Information Technology Services (ITS) in accordance with applicable North Carolina General Statutes.
- C) To the greatest extent possible, the County will equitably distribute the broadcasting of PEG Channel content submitted by municipalities.
- D) Content scheduling and distribution is ultimately at the discretion of ITS and is contingent upon the quality and quantity of content submitted by municipalities.
- E) Each municipality agrees to share in the expense of maintaining the infrastructure and the staff time necessary to operate the channel. The amount of this support shall be agreed to by all parties annually after notification that PEG supplemental funding has been awarded by the NC Department of Revenue.
- F) This Memorandum of Understanding will be effective when signed by each party.

Lance Metzler
Rockingham County Manager

Date

George Murphy
Wentworth Town  Administrator

Date

Summer Woodard
Reidsville City Manager

Date

Jon Mendenhall
Eden City Manager

Date

Kathleen Patterson
Mayodan Town Manager

Date

Mr. Murphy had another item to discuss with Council. He said, “I know the Mayor expressed concerns about this one, and I’ll just refresh your memory. Duke Energy, remember they came in and did an energy efficiency study, and I don’t know if that’s something that you even want to consider for next year. I know that the Mayor was reluctant when I shared it with you two or three months ago. It’s not anything that you have to do. It’s just something they offered. I had them come in and they did it and it didn’t cost us anything. They estimated what the savings would be. If you remember, we would have to spend money up front and they estimated that our cost savings over a four year period would result in paying for it.”

Councilmember Moore asked, “Is this going to come up every year?”

Mr. Murphy answered, “No, as far as I understand this was a one shot deal, and something that Duke Energy was offering at this point in time.”

Councilmember Moore said, “I think we decided...”

Mr. Murphy interjected, “The Mayor’s feeling when we did this last time was I hate to pull out the fixtures that we have that are operating, and replace them with updated equipment even though down the road it may save some money.”

Councilmember Moore and **Mayor Pro Tem Conner** replied, “Right.”

Councilmember Paschal added, “We’re in a relatively new facility.”

Article X. ADJOURN

Mayor Pro Tem Conner made a **MOTION**, “*We adjourn*”.

Councilmember Paschal seconded the motion, and the meeting adjourned.

Respectfully Submitted By:

Approved By:

Yvonne Russell, NCCMC
Town Clerk

Dennis Paschal, Jr.
Mayor