

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**1. CALL TO ORDER - CHAIRMAN**

**2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN**

2.1. BOC - Changes to the Agenda Pg. 3

**3. DISCUSSION ITEMS - NO ACTION**

3.1. Cabarrus County Library and Active Living Center at Mt. Pleasant Interior and Exterior Palette Discussion Pg. 5

3.2. Cooperative Extension - Expanded Food and Nutrition Education Program (EFNEP) Position Pg. 18

3.3. DHS - Transit Consolidation Implementation Study Pg. 20

3.4. Infrastructure and Asset Management - Courthouse Expansion Project Update Pg. 31

3.5. Infrastructure and Asset Management - Frank Liske Park Barn Replacement Project Update Pg. 48

3.6. Innovation and Technology - Innovation Report Pg. 60

**4. DISCUSSION ITEMS FOR ACTION**

4.1. Active Living and Parks - Fees and Charges Policy Change Pg. 62

4.2. BOC - Appointments to Boards and Committees Pg. 64

4.3. BOC - NCACC County Legislative Goals Pg. 66

4.4. Cabarrus County Schools - Culinary Arts Renovation Pg. 85

4.5. County Manager - FY 22 Funding Re-appropriations Pg. 87

4.6. DHS - Emergency Rental Assistance Program Pg. 97

4.7. DHS - Family Caregiver Support Program Grant Pg. 106

4.8. Finance - State Fiscal Recovery Funds Pg. 109

4.9. Finance - Update of Approved Institutions Pg. 134

4.10. Human Resources - Structure and Comp Projects Pg. 142

4.11. Infrastructure and Asset Management - Mt. Pleasant Library, Senior Center, and Park Construction Delivery Method Pg. 143

4.12. Planning and Development - Soil and Water Conservation District Board - Streamflow Rehabilitation Assistance Program Pg. 144

- 4.13. Procurement Office - Uniform Guidance for Federal Procurement Pg. 174
- 4.14. Register of Deeds - Refund of Excise Tax Pg. 178
- 4.15. Sheriff's Office - Acceptance of Bike Safe Grant Award Pg. 183

**5. APPROVAL OF REGULAR MEETING AGENDA**

- 5.1. BOC - Approval of Regular Meeting Agenda Pg. 187

**6. ADJOURN**

*In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at 704-920-2100 at least 48 hours prior to the meeting.*



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Approval of Work Session Agenda - Chairman

**SUBJECT:**

BOC - Changes to the Agenda

**BRIEF SUMMARY:**

A list of changes to the agenda is attached.

**REQUESTED ACTION:**

Motion to approve the agenda as amended.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS  
CHANGES TO THE AGENDA  
AUGUST 1, 2022**

**ADDITIONS:**

**Discussion Items for Action**

- 4.4 Cabarrus County Schools - Culinary Arts Renovation**
- 4.6 DHS - Emergency Rental Assistance**
- 4.8 Finance - State of Fiscal Recovery Funds**
- 4.9 Finance - Update of Approved Institutions**

**REVISED:**

**Discussion Items for Action**

- 4.10 Human Resources - Structure and Comp Projects**
- 4.11 Infrastructure and Asset Management - Mt. Pleasant Library, Senior Center, and Park Construction Delivery Method**
  - Motion Revised Requesting Action at Work Session

**Approval of Regular Meeting Agenda**

- 5.1 BOC - Approval of Regular Meeting Agenda**
  - Updated to Include Added Agenda Items

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Cabarrus County Library and Active Living Center at Mt. Pleasant Interior and Exterior Palette Discussion

**BRIEF SUMMARY:**

County staff will present staff selected options on both the exterior and interior palette for the planned Cabarrus County Library and Active Living Center at Mt. Pleasant. Additionally, staff will present the current schematic design floor plan layout.

**REQUESTED ACTION:**

Receive input.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

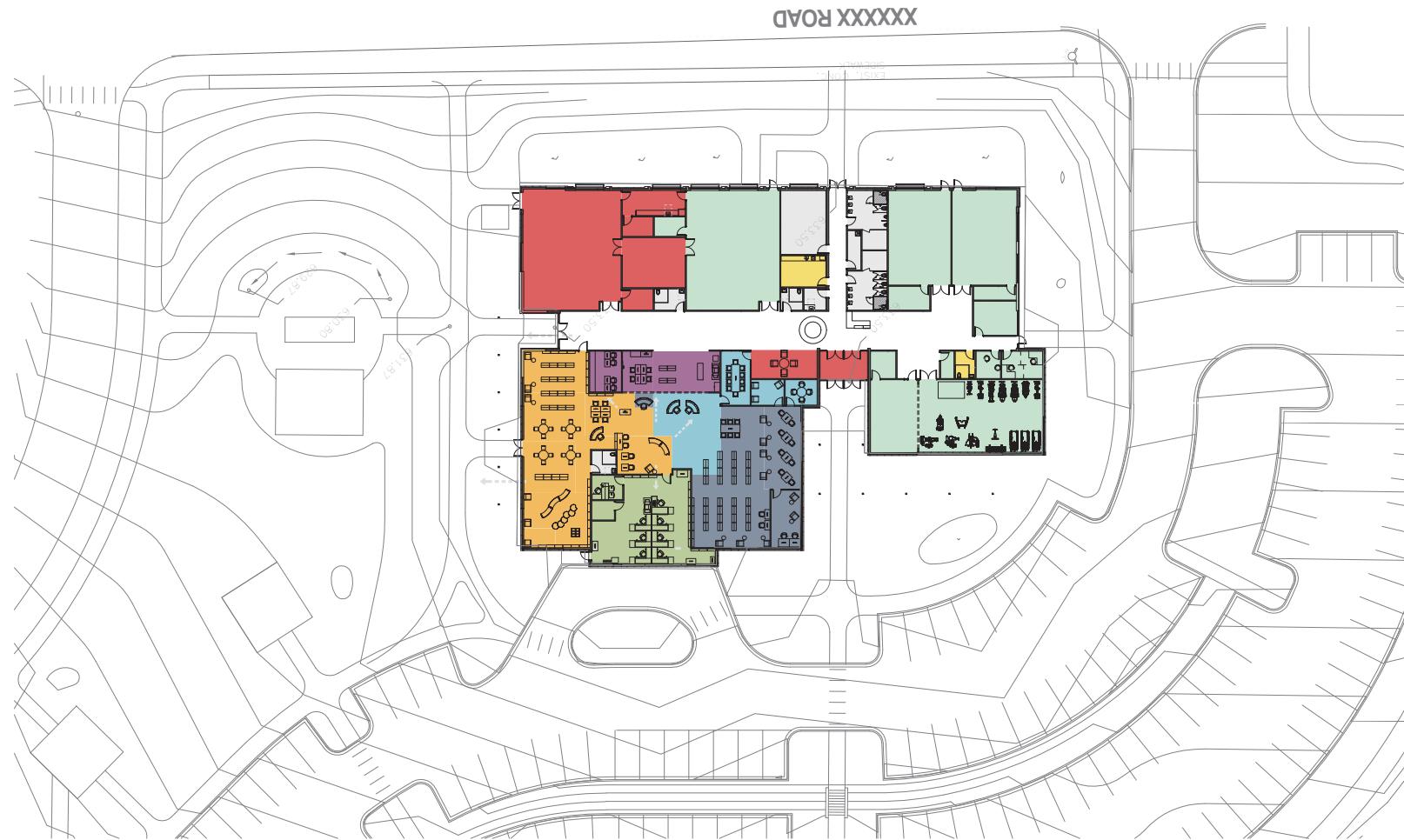
No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- ❑ Library & ALC at MP Schematic Design (07-14-22)
- ❑ Interior Palette Boards
- ❑ Exterior Palette Boards



LIBRARY & ACTIVE LIVING CENTER AT MT. PLEASANT  
CABARRUS COUNTY

SITE PLAN

Date:  
07/13/2022  
Page:  
144/11.00

SCALE: 1/16" = 1'-0"



# LIBRARY & ACTIVE LIVING CENTER AT MT. PLEASANT CABARRUS COUNTY

## FLOOR PLAN

SCENE 4.02



LIBRARY & ACTIVE LIVING CENTER AT MT. PLEASANT  
CABARRUS COUNTY

INTERIOR VIEWS

Page 9

SCALE



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LIBRARY & ACTIVE LIVING CENTER AT MT. PLEASANT  
CABARRUS COUNTY

INTERIOR VIEWS

07/13/2022  
Project Number  
16491.00

SCALE



LIBRARY & ACTIVE LIVING CENTER AT MT. PLEASANT  
CABARRUS COUNTY

EXTERIOR VIEWS

DATE  
07/13/2022  
Project Number  
16491.00

SCALE



LIBRARY & ACTIVE LIVING CENTER AT MT. PLEASANT  
CABARRUS COUNTY

EXTERIOR VIEWS

07/13/2022  
Project Number  
16491.00

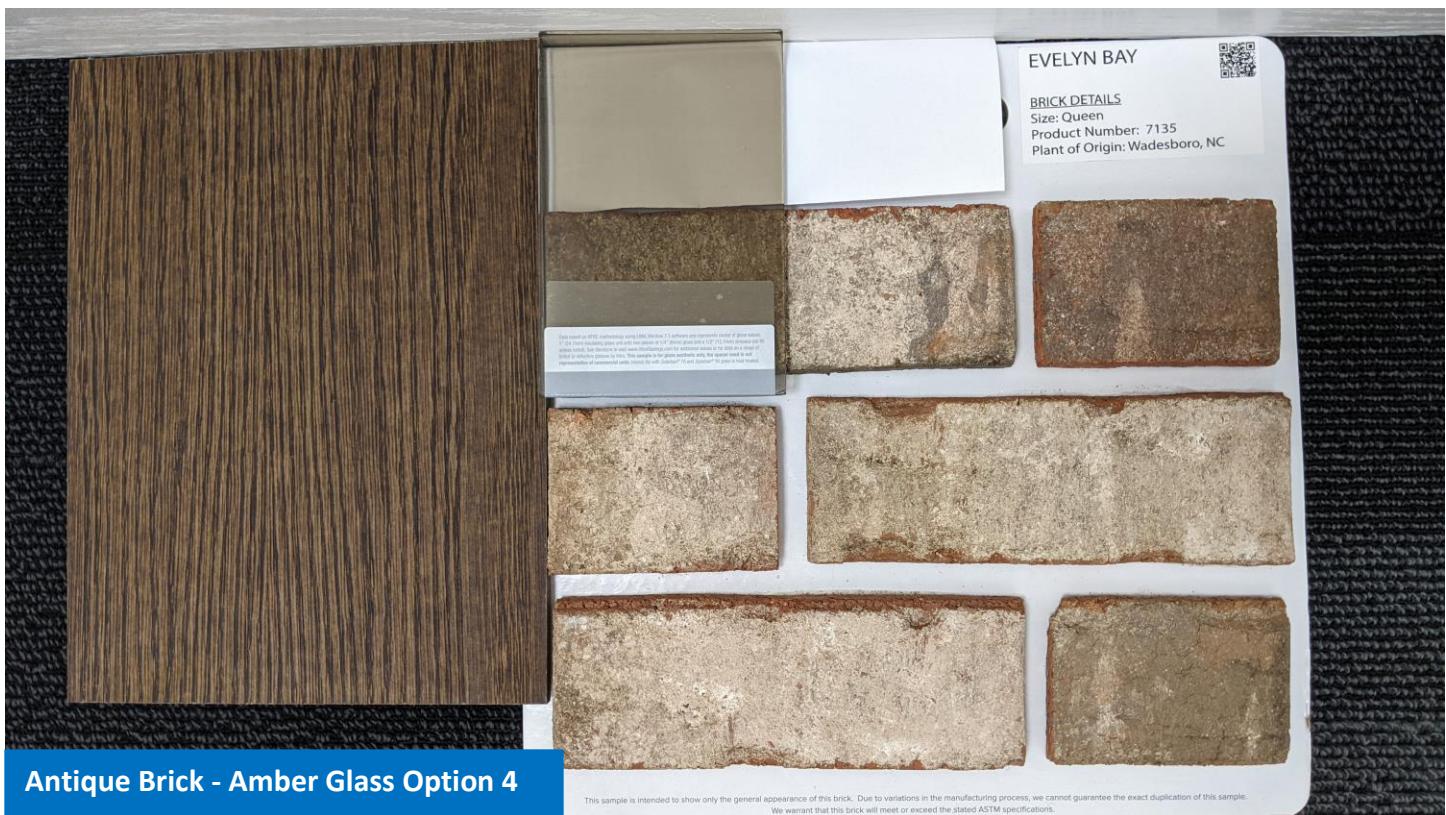
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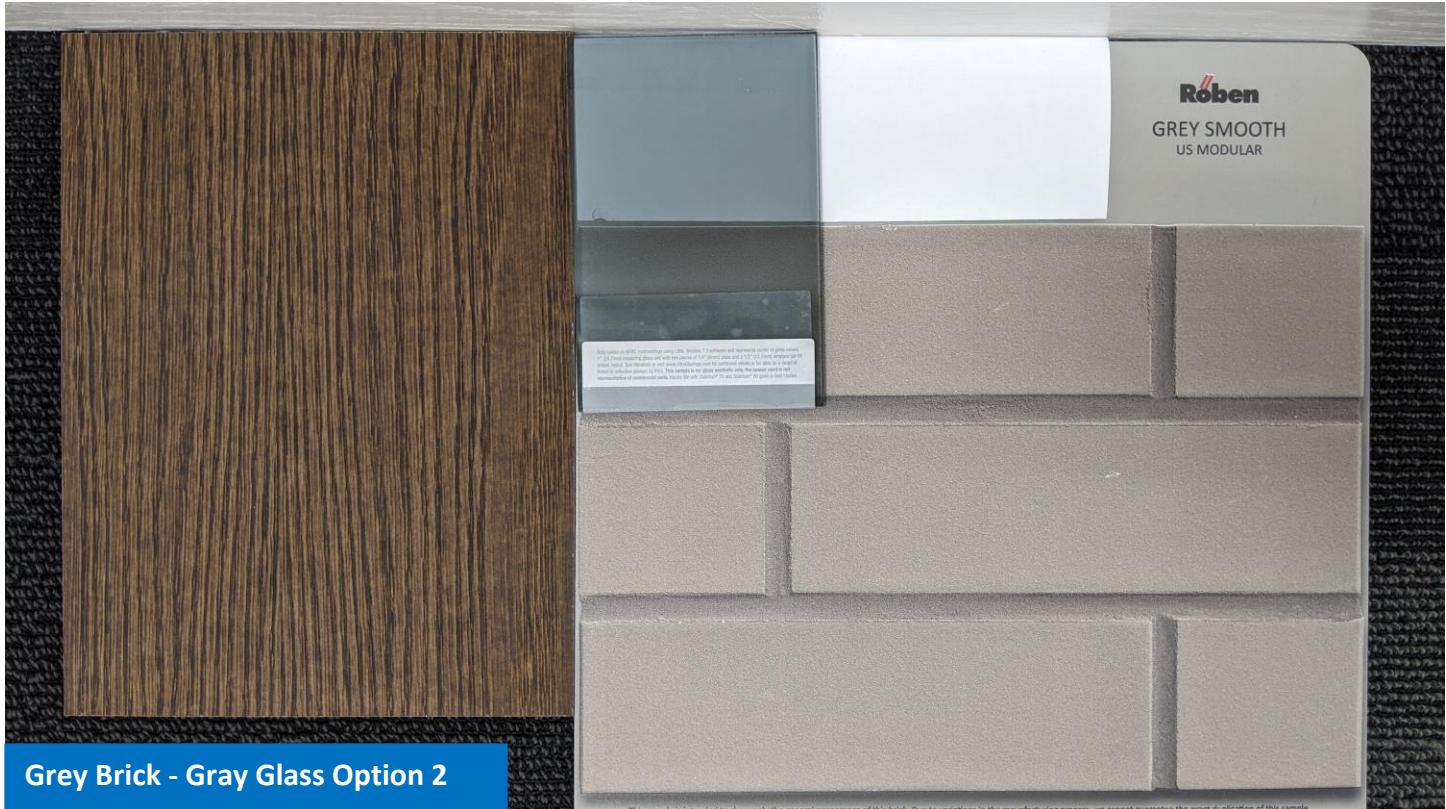


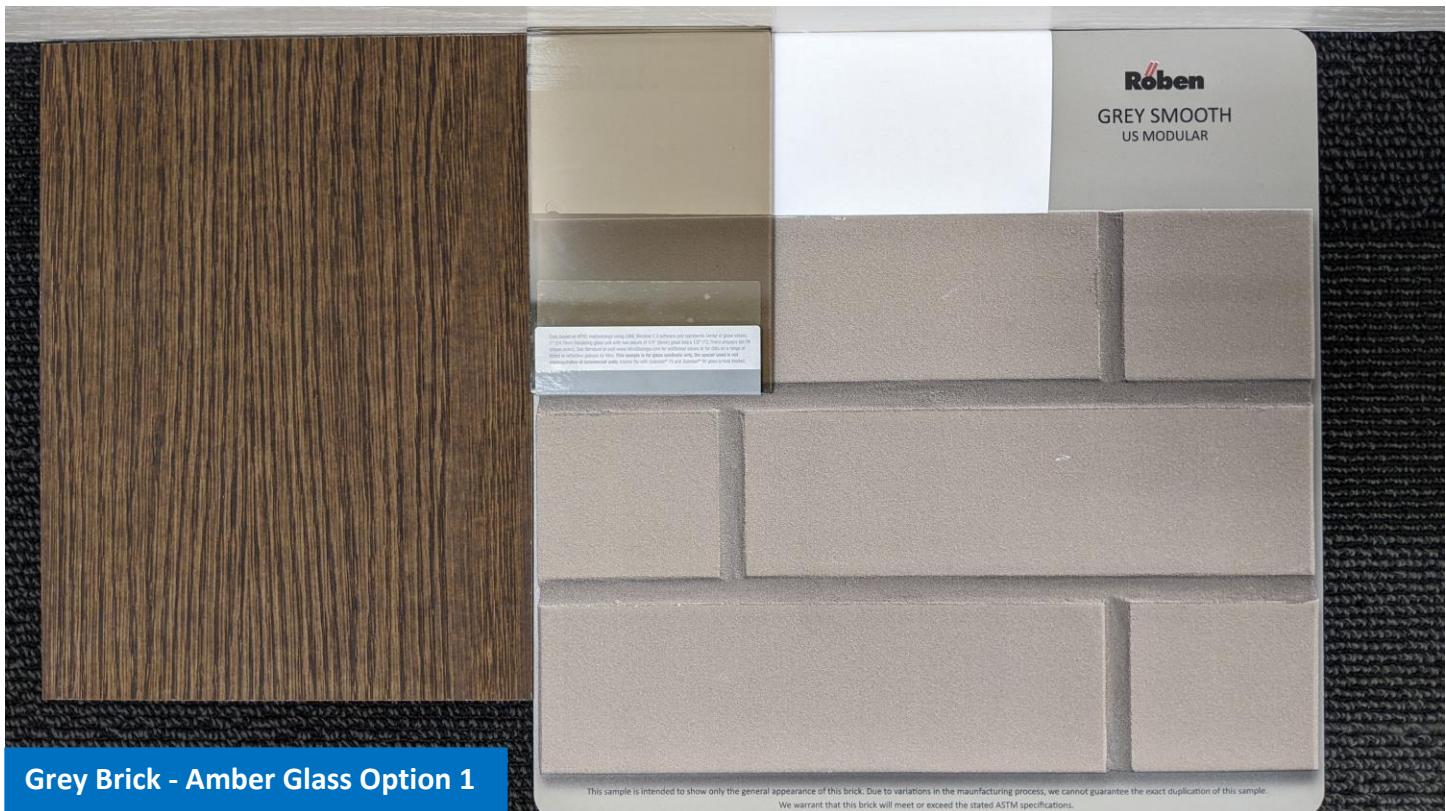
Green



Chartreuse







## Grey Brick - Amber Glass Option 1

This sample is intended to show only the general appearance of this brick. Due to variations in the manufacturing process, we cannot guarantee the exact duplication of this sample.  
We warrant that this brick will meet or exceed the stated ASTM specifications.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Cooperative Extension - Expanded Food and Nutrition Education Program (EFNEP)  
Position

**BRIEF SUMMARY:**

Formerly, Cooperative Extension has hosted a 30-hour (.75 FTE) Expanded Foods & Nutrition Education Program (EFNEP) Assistant position that served youth in our limited resource population teaching about healthy lifestyle and nutrition choices. Most recently, this position was vacated by Renee Goodnight in August 2021.

When assessing the need for the position, Carla Dockery, our EFNEP regional coordinator, and I discussed changing this position to serve both Adults and Youth focusing on our Latinx populations and increasing it to be a full-time position. While Cabarrus County was not able to encompass this in their FY23 budget, the funding source for the NC EFNEP has agreed to take on the additional funding in the immediate future for a full-time position. This is in hopes that in the future Cabarrus County would be open to accommodate a 50% portion of the pay.

The new changes would include: A1.0 FTE EFNEP educator starting at \$32,562. The Cabarrus County portion of this would be the \$12,051 which is currently in our budget which covers 37% of the position with the state covering the other 63%.

**REQUESTED ACTION:**

Receive input.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Tracy LeCompte, Cooperative Extension Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

DHS - Transit Consolidation Implementation Study

**BRIEF SUMMARY:**

As part of the Cabarrus County Long Range Public Transportation Master Plan completed in early 2020 and approved by the Board of Commissioners in July 2020, consolidation between Cabarrus County Transportation and Rider Transit was studied and recommended. A study by transit planning firm, Benesch, is now in progress to develop a consolidation implementation plan. Information regarding the major points and timeline of the study will be presented.

**REQUESTED ACTION:**

Receive input.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Anthony Hodges, Program Administrator for Adult and Aging Services and Transportation  
Bob Bushey, Transportation Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS:**

- Consolidation Implementation Plan Powerpoint

# Transit Consolidation Implementation Plan

August 1, 2022



CABARRUS COUNTY  
*America Thrives Here*

# Transit Consolidation Implementation Plan

- CCTS and Rider Transit staff are working with transit planning firm, Benesch, to develop a transit system consolidation implementation plan
- The goal of the plan is to determine current conditions and needs, examine projected changes in service with the vision developed in the Cabarrus County Long Range Public Transportation Plan
- Develop a list of steps and associated costs to move the consolidation of CCTS and Rider from conceptual approval to a vision realized

# Transit Consolidation Implementation Plan

- **6 Main Task Areas:**
  - Project Initiation & Administration
  - Agency Overviews & Functional Assessment
  - Operating & Facilities Profile
  - Governance Structure Definition
  - Consolidation Plan & Implementation Strategies
  - Documentation (Final Plan Documents) & Presentation

# Transit Consolidation Implementation Plan

## – Task #1: Project Initiation & Administration

- Development of Project Management Plan
- Kickoff meeting with CCTS and Rider Transit teams
- Project Administration – bi-weekly conference calls/meetings; monthly progress reports (past month/next month); key meetings/activities; potential issues/concerns

# Transit Consolidation Implementation Plan

## – Task #2: Agency Overview & Functional Assessment

- **Agency overviews**
  - Services provided, operations, maintenance, administrative functions, facilities, fleet, infrastructure, finances, governance , policies and processes, IT, customer service and marketing
- **Staff Functions**
  - Staffing levels, day-to-day job duties, internal communications, training
- **Functional Assessment**
  - Current decision-making processes, existing plans, interview key stakeholders

# Transit Consolidation Implementation Plan

## – Task #3: Operating & Facilities Profile

- **Facilities & Space Profile**
  - Examine existing space, opportunities for efficiencies, additional current space needs, future space needs
- **Operating & Financial Profile**
  - Analyze finances and system performance, analyze service performance
- **SWOT Analysis**
  - Strengths, weaknesses, opportunities, and threats

# Transit Consolidation Implementation Plan

## –Task #4: Governance Structure Definition

- **Governance & Service Model Options**
  - Options of governance, clearly identified benefits, consequences, opportunities, and challenges of each option
- **Preferred Option Selection Meeting**

# Transit Consolidation Implementation Plan

## – Task #5: Consolidation Plan & Implementation Strategies

- **Consolidation Plan Element**
  - Operational, service planning, and financial functions; staffing organization, levels, and roles; marketing; key policies and procedures
- **Implementation Plan Element**
  - How the final consolidated agency will be attained based on selection of the preferred consolidation option

# Transit Consolidation Implementation Plan

## – Task #6: Final Plan Documents & Presentations

- Draft & Final Consolidation Plan Documents
- Presentations and Presentation Material

## – Key Dates

- Kickoff – July 13, 2022
- Staff and Stakeholder Interviews – August 2022
- Preferred option selection meeting – November 2022
- Final plan presentation – February 2023



# CABARRUS COUNTY

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Infrastructure and Asset Management - Courthouse Expansion Project Update

**BRIEF SUMMARY:**

Staff will provide a project and schedule update.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

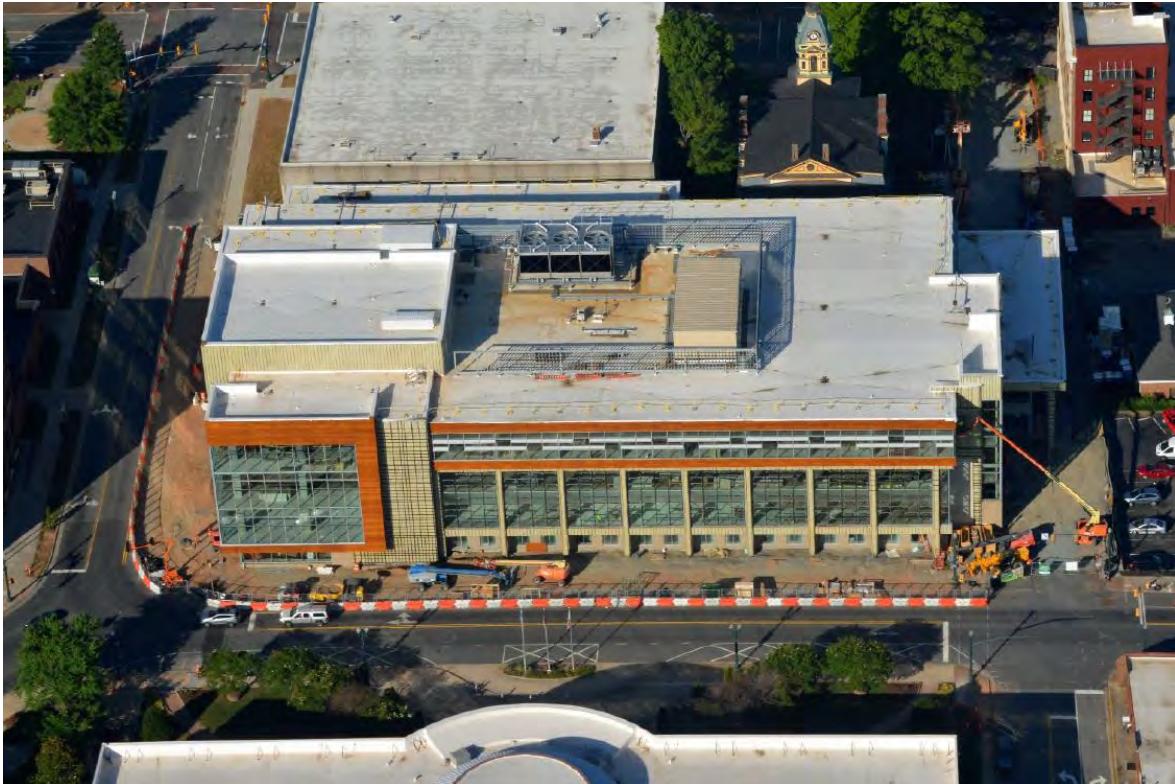
**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- Project Photos

## Courthouse Expansion Project BOC Update (08-01-22)



### Site Work:

Our site crews have been hard at work completing work in preparation for hardscapes. Pictured right is a crew prepping for new wall footings near the main public entrance.



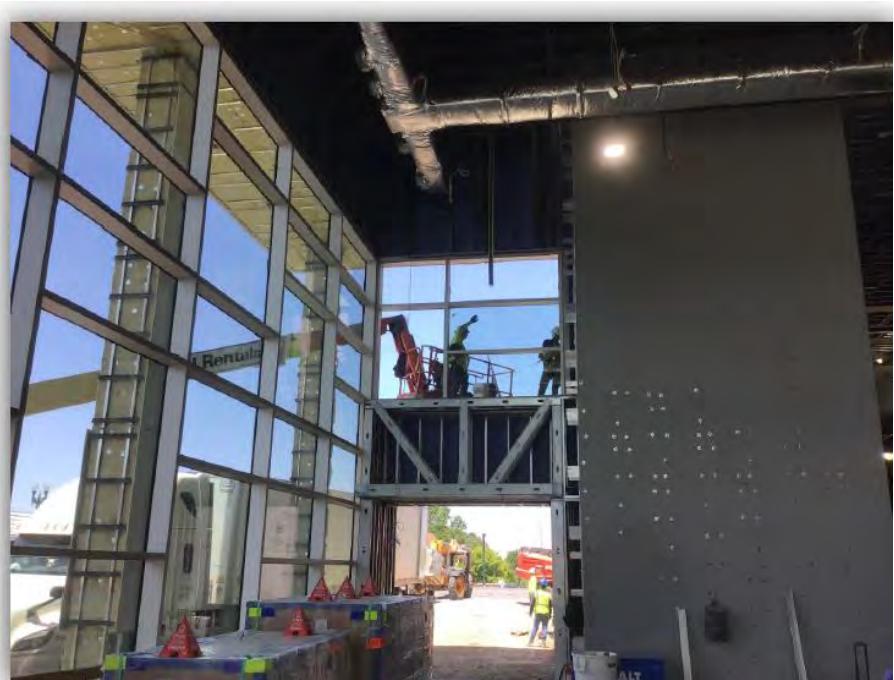
## Sunshade Install:

Although there have been material delays with the UHPC panels, we've moved forward with all adjacent work including the sunshades where practical.



## Canopy Curtainwall:

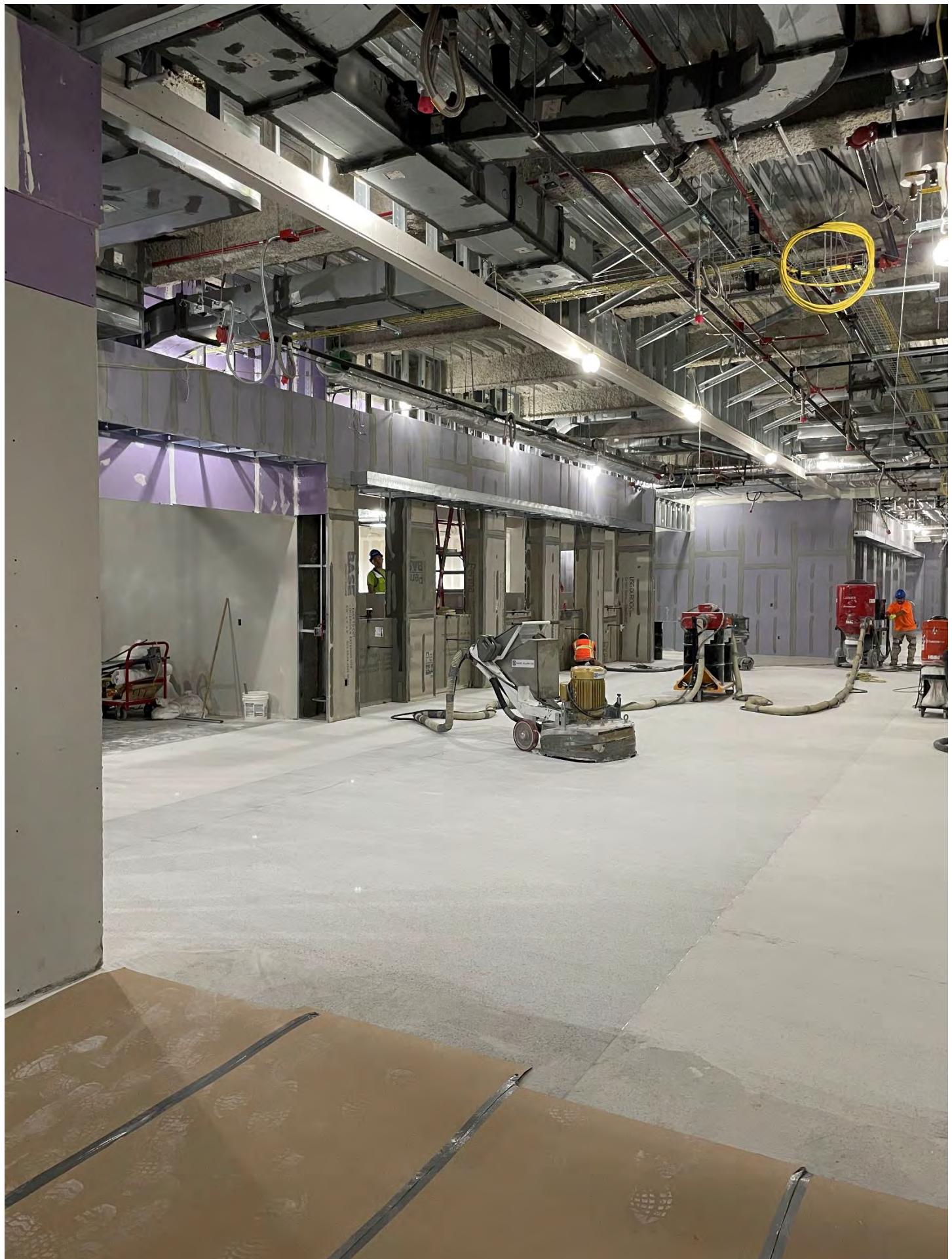
The canopy curtainwall installation is complete and we've installed temporary doors at the public entrances to the new building.



## Casework Install:

Installation of plastic laminate casework has started. Stain grade millwork will begin in late July.









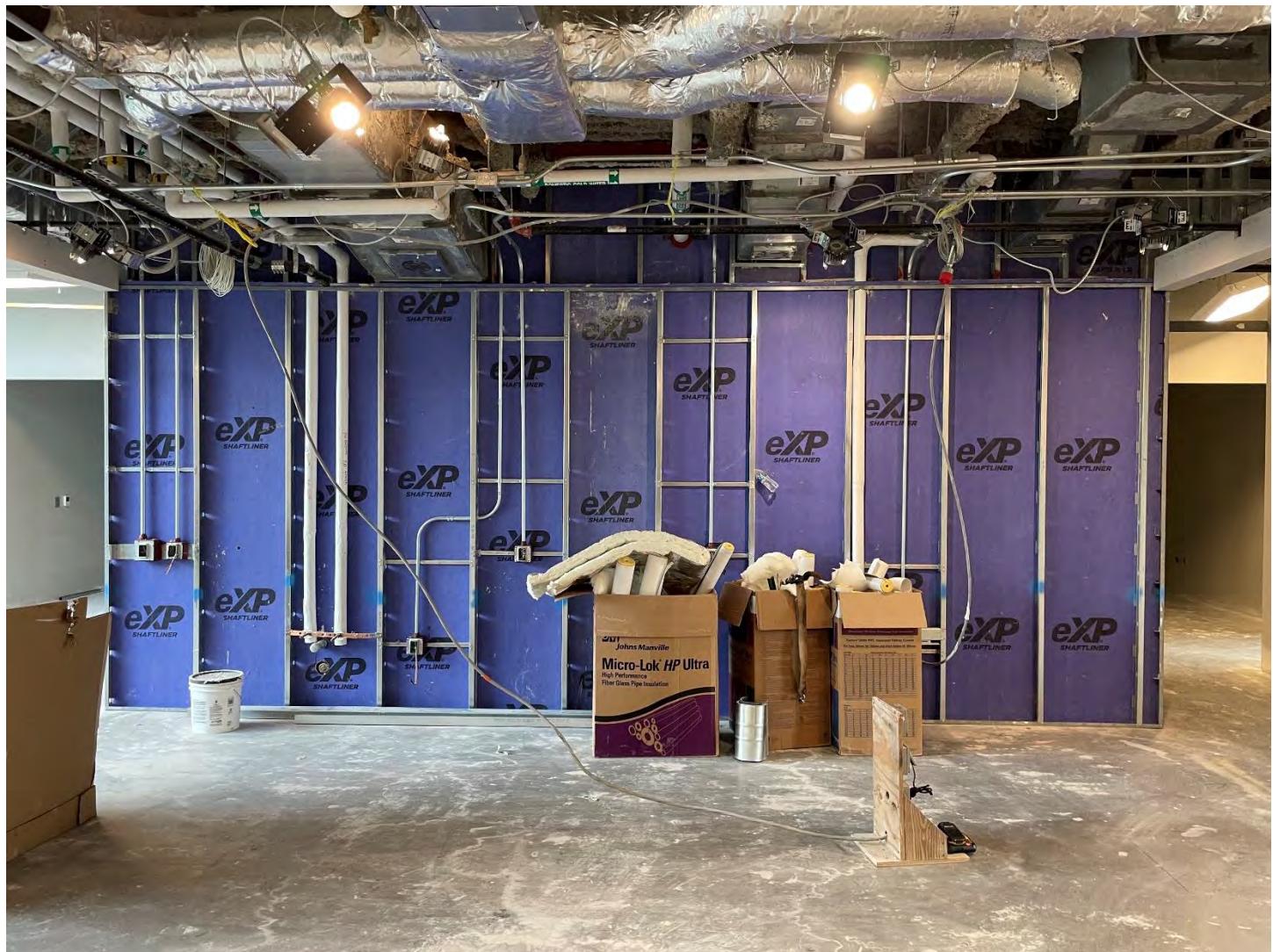






















# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

August 1, 2022  
4:00 PM

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Infrastructure and Asset Management - Frank Liske Park Barn Replacement Project Update

**BRIEF SUMMARY:**

County staff will provide an update on the current construction project.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

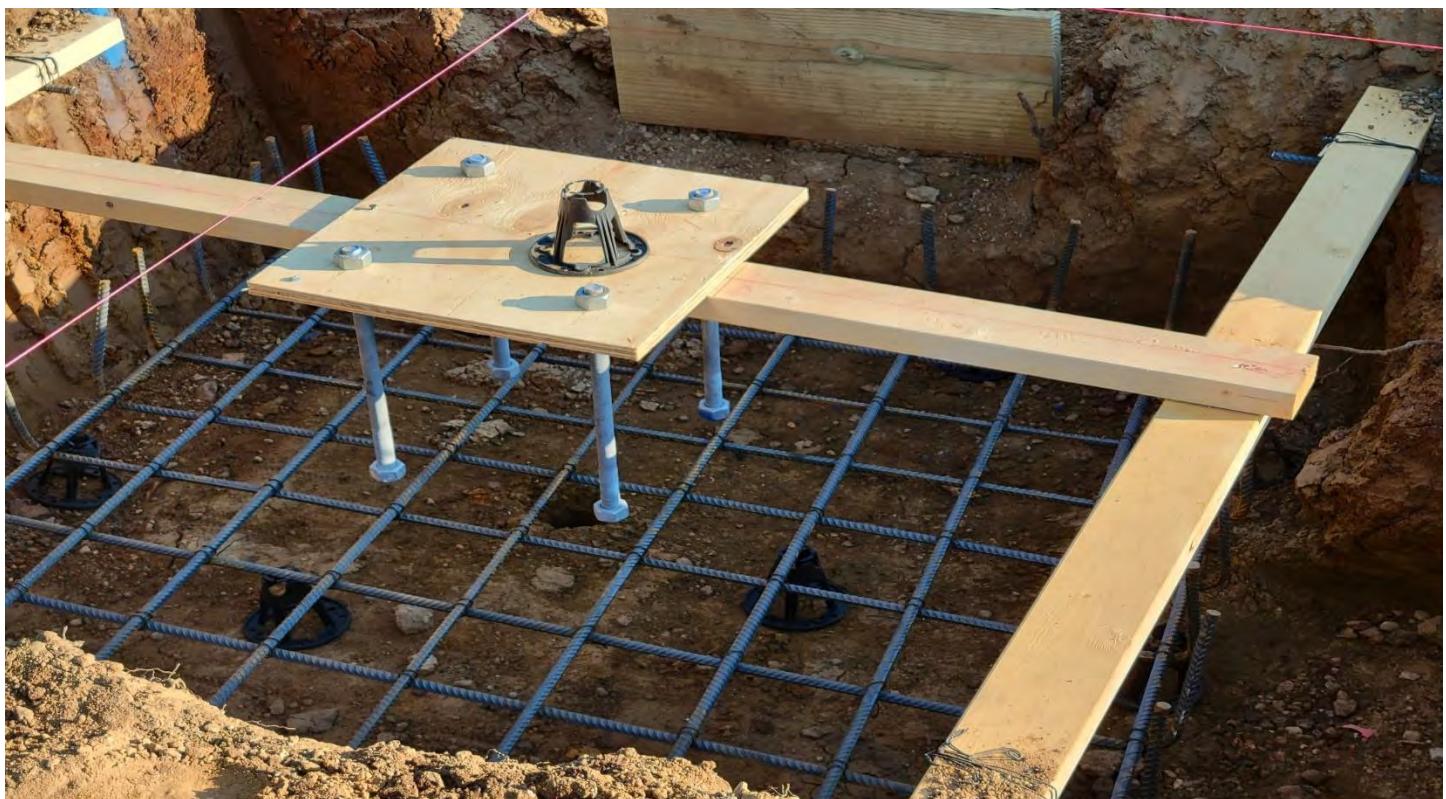
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**ATTACHMENTS:**

- Project Photos























# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

August 1, 2022  
4:00 PM

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**AGENDA CATEGORY:**

Discussion Items - No Action

**SUBJECT:**

Innovation and Technology - Innovation Report

**BRIEF SUMMARY:**

Presentation of innovation and technology services put into place by IT in collaboration with other departments and community stakeholders in alignment with the County's five strategic priorities.

1. Transparent and Accountable Government
2. Healthy and safe Community
3. A Thriving Economy
4. Culture and Recreation
5. Sustainable Growth and Development

**REQUESTED ACTION:**

Receive report.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Todd Shanley, Chief Information Officer

**BUDGET AMENDMENT REQUIRED:**

No

## **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Active Living and Parks - Fees and Charges Policy Change

### **BRIEF SUMMARY:**

The current Fee and Charge Policy on Camping and Cabin stays at Camp Spencer Park states no more than 14 day continual stay with a 7 day break before being able to reserve again. Over the years there have been a few times where the patrons rented a tent site or cabin for 14 days, stayed out 7, and came back for 14 more.

Fees were increased 2 years ago to: Tent sites - \$15.00 and Cabin \$50.00 per night.

There have been times recently where the site was rented for 13 days, they leave for one day, and come back for an additional 13 day stay. The cycle continues as the Policy does not prohibit this.

There have been some issues with a few reservations where the Sheriffs Office and Department of Human Services have been notified. Both went to the Park and talked with the patrons about specific rules and regulations and other opportunities for lodging.

New guidelines for the current Fees and Charges Policy have been recommended that would only allow 2 Extended Stays in a 30 day period. Extended Stay is defined as more than 2 days up to 7 days. There would be a 7 day break between a stay of the same family/patron, regardless of who paid for the stay.

### **REQUESTED ACTION:**

Motion to approve changing the language of the Active Living and Parks Department Fees and Charges Policy to reflect the definition of an Extended Stay in a Cabin or Tent Site as more than 2 days and up to 7 days with a 7 day break between stays.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Londa Strong, Active Living and Parks Director  
Joshua Coffman, Camp TN Spencer Park Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

BOC - Appointments to Boards and Committees

### **BRIEF SUMMARY:**

The following appointment to Boards and Committees are recommended for August:

#### Appointments - Industrial Facilities and Pollution Control Financing Authority

An application to serve on the Industrial Facilities and Pollution Control Financing Authority has been received from Kevin Johnson. Mr. Johnson is recommended to fill the vacancy on the Authority.

The Authority meets on an as-needed basis and the County Attorney serves as the contact for this Authority.

Representative recommendation is Kevin Johnson.

#### Appointments - Mental Health Advisory Board

Mental Health Advisory Board member Justin Brines' term ended June 30, 2022. Mr. Brines serves as the Emergency Medical Services representative and would like to serve another term.

Representative recommendation is Justin Brines.

#### Appointments - Planning and Zoning Commission

There are three Planning and Zoning Commission members with terms ending on August 31, 2022. All three members are interested in remaining on the Planning and Zoning Commission and would like to be considered for reappointment.

Staff respectfully requests the following reappointments be considered by the Board of Commissioners:

Reappoint Andrew Nance to a three-year term ending August 31, 2025. Mr. Nance is an At-large representative.

Reappoint Charles Paxton to a three-year term ending August 31, 2025. Mr. Paxton is the Harrisburg area representative.

Reappoint Jeffrey Corley to a three-year term ending August 31, 2025. Mr. Corley is the Central area representative. Mr. Corley has served on the Commission since 2016. An exception to the length of service provision of the Appointment Policy will be needed for him.

Representative recommendation is Andrew Nance, Charles Paxton and Jeffrey Corley.

Early Childhood Task Force Advisory Board

Early Childhood Task Force member Connie Pilkinton resigned has resigned from the committee. It is requested to remove her name from the roster.

**REQUESTED ACTION:**

Provide information.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

BOC - NCACC County Legislative Goals

**BRIEF SUMMARY:**

Every two years, North Carolina Association of County Commissioners (NCACC) members engage in a process to determine the legislative goals that are in the best interest of counties. The NCACC goals-setting process begins in August of even-numbered years and consists of five stages: beginning with the solicitation of county proposals and ending with the adoption of the legislative agenda at the Legislative Goals Conference.

The submission deadline for legislative goals is September 30, and goals submitted by or before the deadline will be referred to a steering committee for review and consideration.

**REQUESTED ACTION:**

Receive input.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- Handbook
- 2020-21 Legislative Goals



**North Carolina  
Association of  
County Commissioners**

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## **Legislative Goals Handbook**

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**Spring 2022**



## **The NCACC Legislative Goals Process**

### ***Mission Statement***

The Association's Legislative Goals process is thoughtful, deliberative, inclusive, and fair. The investment of time and energy, and value of full discourse, strengthens our Association as we advocate for counties. The process is designed to create an informed grassroots organization and to build a cohesiveness of purpose within the organization that, in turn, grants a degree of credibility to the Association. All counties and all county officials are invited and encouraged to participate in the Legislative Goals process.



## CONTENTS

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This handbook is intended to offer the reader an overview and guidance about the rules and processes used to develop the legislative agenda of the North Carolina Association of County Commissioners. Information is presented in a format that tracks the chronological course of action for the goals adoption process.

<b>Page 4</b>	Background & 2022-2023 Timeline
<b>Page 5</b>	Stage 1 — Seeking Goal Proposals
<b>Page 6</b>	Stage 2 — Steering Committee Review of Guiding Principles
<b>Page 7</b>	Stage 3 — Steering Committee Review
<b>Page 8</b>	Stage 4 — Legislative Goals Committee
<b>Page 10</b>	Stage 5 — Board of Directors Consideration
<b>Page 11</b>	Stage 6 — Legislative Goals Conference
<b>Page 13</b>	Guidance Outside of Legislative Goals Process



## Background and 2022-2023 Timeline

Every two years, in the months preceding a long session of the General Assembly, the North Carolina Association of County Commissioners engages in a process to determine the legislative goals it should pursue in the best interest of the counties. The process is thorough, deliberative, and time intensive. It is designed to allow for input from as many county commissioners, county officials and stakeholders as possible. By maximizing participation from so many of the organization's members, it is possible to reach agreement on goals that are important to all members of this diverse organization.

NCACC goals-setting process begins in May of each even-numbered year and consists of six stages. These stages are described in detail in this handbook.

Below is the timeline for the 2022-2023 legislative goals process:

<b>Legislative Goals Process Timeline</b>	
<b>When</b>	<b>What</b>
May – September	Submission of county goal proposals
June	Review of Guiding Principles by Steering Committees (non-voting session)
Mid-September	Review and voting of goal proposals and Guiding Principles by Steering Committees
October	Legislative Goals Committee reviews Steering Committee recommendations, approves Core Values and package of goals for Board of Directors  Board of Directors finalizes package to be presented to full membership
November	Membership adopts goals at Legislative Goals Conference



## Stage 1 – Seeking Proposed Goals (May - September)

The Association's goals-setting process begins with an effort to solicit proposals that members think should be part of the county legislative agenda for the upcoming legislative biennium. The Association solicits proposals from county boards of commissioners. Suggested goals can be submitted by:

- adopted resolutions from full boards,
- a letter from Board Chairs on behalf of the full boards
- a letter from the president of an affiliate and related county organizations (which are groups of county officials/staff organized by function)

Affiliate Organizations include but are not limited to:

- Association of North Carolina Boards of Health
- N.C. Association of Assessing Officers
- N.C. Association of County Boards of Social Services
- N.C. Association of County Attorneys
- N.C. Association of County Clerks to the Board
- N.C. Association of County Directors of Social Services
- N.C. Association of Government Finance Officers
- N.C. Association of Emergency Medical Services Administrators (NCAEMSA)
- N.C. Association of Local Health Directors
- N.C. Association of Registers of Deeds
- N.C. Tax Collectors' Association

The Association casts a wide net to encourage inclusiveness and full membership participation. Discussion and action on proposed goals by full boards of commissioners is requested because this interaction contributes to the deliberative process and builds consensus.

Goal proposals must be submitted via the NCACC online form. Proposals should be in the form of a policy statement and include background information on the impetus of the proposal.



## Stage 2 – Steering Committee Review of Guiding Principles (June)

The Steering Committees review guiding principles from each of the respective subject areas set forth by the Association, and these areas are outlined in the next section of the handbook. The guiding principles are general declarations of ongoing positions that give guidance on broad policy objectives, such as "no mandates without funding." These statements also guide the staff in dealing with unanticipated issues that arise in the legislative context or that affect the counties in other ways, as with proposed administrative rules and regulations or state agency policies.

Recommendations made by the Steering Committees in June will be voted on at Steering Committee meetings in September in conjunction with goals proposals.

Because Steering Committees are ongoing and have broad member participation, they are a critical first step in the Legislative Goals development process. The committees meet regularly and are available to review legislation during the legislative session; they are used to guide unanticipated legislative action and to recommend any actions that might be advisable to the NCACC Board of Directors for formal consideration and action. This issue is described in greater detail in a later section included in this handbook.



## Stage 3 – Steering Committee Review (Mid-September)

The Steering Committee review of goal proposals is the first step in the legislative goals development process. The Association has seven Steering Committees, organized by subject matter. These are permanent, standing committees. Membership on Steering Committees is open to any county official – elected, appointed or administrative; chairs are appointed by the Association President following each Annual Conference. The Steering Committees are:

- Agriculture
- Environment
- General Government
- Health and Human Services
- Justice and Public Safety
- Public Education
- Taxation and Finance

Proposed goals are sorted according to subject matter by NCACC staff and referred to the appropriate Steering Committees for review. Steering Committees may hear from county officials who submit goal proposals and may review staff research and analysis. The participation of county staff on Steering Committees provides professional expertise that can be critically important when Steering Committees deliberate. Though staff expertise is critical, particularly at this early stage, it is ultimately elected county commissioners who will decide the legislative goals package as the goals-setting process moves forward.

During the goal setting process the Steering Committee members are asked to make specific recommendations and take action on each submitted goal.

Committee actions include:

- Favorable – A goal is approved to send to the Legislative Goals Committee for further discussion and consideration.
- Amend – The committee may revise or amend a proposal.
- Unfavorable – The committee declines to send the goal forward.
- Needs Further Study – The committee has insufficient information to make an informed decision and requests that the sponsors either do further research or bring back answers to particular questions at a later date.
- Motions must be approved by a two-thirds majority of members present. Only county commissioners present at the meeting may vote.

The committees are empowered to develop their own suggested goals, as needed. Each committee submits its proposed goals to the Legislative Goals Committee. Prior to the meeting of Steering Committees, NCACC staff may consolidate similar proposals and put forth proposed language for consideration.



## Stage 4 — Legislative Goals Committee (October)

The Legislative Goals Committee is a non-standing committee. The committee membership is traditionally no more than 35 members. The committee is composed of county commissioners who are nominated and selected by the President. Members may nominate others or themselves. The committee is newly appointed every two years and meets as needed. Members are selected to ensure balance with respect to political affiliation, county population, race, and gender to accurately reflect the diversity of Association membership. Two co-chairs, a Republican and a Democrat, are appointed by the NCACC President to lead the Legislative Goals Committee.

The members of the Legislative Goals Committee include:

- Legislative Goals Committee Chairs
- Steering Committee Chairs
- NCACC Board of Trustees Chair or their designee
- An elected commissioner from each of the Association's 18 districts
- Other members as appointed by the President

The Legislative Goals Committee reviews the recommendations of the Steering Committees. Steering Committee chairs present their committees' recommendations and relay the committee discussion regarding each proposal. The county officials who want to advocate for their proposals are allowed to make presentations to the Legislative Goals Committee. The committee may also review research and analysis related to the proposals provided by NCACC staff.

The Legislative Goals Committee may and is encouraged to narrow the list of proposals. It also reconciles conflicts or duplication between Steering Committee recommendations and prioritizes its recommendations. The Goals Committee may rank goals in a priority order and may also select a limited number of priority goals to assist in focusing the Association's legislative efforts. The proposals and guiding principles are then submitted to the Board of Directors for consideration. Goals forwarded to the Board of Directors must receive a two-thirds majority vote by the Legislative Goals Committee.



## Core Values Statement Review

The Goals Committee is also charged with reviewing the Association's core value statement. This statement provides fundamental policy guidance regarding the Association's advocacy efforts. The Goals Committee may review, evaluate, and make suggested changes to periodically update these core values to recognize changing advocacy environments. The committee shall include the core values statement along with its recommendations to the Board of Directors for inclusion in the goals package to be presented to the full membership.



## Stage 5 — Board of Directors (October)

As the Association's goal-setting process moves forward, the elected county commissioners become more involved in the decision-making process. The Board of Directors is almost exclusively elected commissioners, with the one exception of a non-voting county manager, and the Executive Director.

At its October meeting, the board reviews the recommendations of the Legislative Goals Committee. As is customary during earlier stages of the process, the board may hear presentations, review research and analysis, and add, delete, or amend proposals to the core values and guiding principles statements.

Goal proposals approved by the board must receive a two-thirds majority vote.

The board gives final approval to a package of goal proposals, Association core values, and guiding principles that are to be voted on by the full membership at the Legislative Goals Conference in October. This process provides individual county boards of commissioners' time and opportunity for a full review prior to the conference.



## Stage 6 — Legislative Goals Conference (November)

The final stage of the Association's Legislative Goals process is the Legislative Goals Conference, to which all Association members are invited. Historically, more than 85 counties have been represented. The goals conference is conducted according to rules designed to encourage member participation and consensus.

### Goals Voting Process and Procedures

- *Prior to the conference:*
  - NCACC staff coordinate with the President, the Legislative Goals Committee Chairs and the parliamentarian to review the voting process and procedures.
  - Every member county appoints a voting delegate. A letter requesting notification of the county's voting delegate shall be sent from the Association to each county.
- *At the conference:*
  - Voting delegates register to obtain appropriate voting credentials.
  - Every county in attendance has one vote. The voting delegate can be any county official, including non-elected officials, and a county may choose an alternate. No proxies are allowed.
  - Goals are presented en bloc by each Steering Committee subject category. Goals Committee Chairs present the goals to the membership. The Association President or presiding officer is responsible for action.
  - All motions will be ruled on by the Association President or presiding officer.
  - The President of the North Carolina Association of County Commissioners will appoint a parliamentarian for the conference.
  - Upon motion of any voting delegate, any individual goal proposal can be set aside for detailed discussion.
  - Two-thirds majority votes are required to approve or alter the proposed goals.
  - Following approval of the goal proposals, members will be asked to select five priority goals. These represent goal proposals that address the most critical need of counties.
  - Pursuant to Article VIII, Section Three of the NCACC Constitution the latest edition of Robert's Rules of Order shall be the parliamentary authority on questions not covered by the Constitution or by this handbook.



## **Conclusion**

All goals and policies approved at the Legislative Goals Conference are included in the official NCACC legislative agenda. The official document containing the Association's core values, legislative goals and guiding principles shall be mailed to all 100 counties and presented to each member of the North Carolina General Assembly, to the Governor, and to other executive branch leaders.



## Guidance Outside of Legislative Goals Process

Throughout the legislative biennium, new issues will arise that were not anticipated or considered during the organization's legislative goals process. The Association Steering Committees have the authority and responsibility to study new issues, to research and analyze the effect or implications of proposed legislation, and to make recommendations to the NCACC Board of Directors. Any such action is communicated on a regular basis to the Association members.

Upon recommendation of the Legislative Goals Committee Chairs, the committee may meet between the legislative long and short sessions, to review goal progress and make suggestions to the board related to goal priorities, especially given an ever-changing legislative environment.



North Carolina Association  
of County Commissioners



**North Carolina  
Association of  
County Commissioners**

323 West Jones Street, Suite 500  
Raleigh, North Carolina, 27603

919-715-2893  
[www.ncacc.org](http://www.ncacc.org)

Cabarrus County Board of Commissioners  
2020-2021 Legislative Goals

Unfunded Mandates

1. Request Federal and State Legislatures to avoid passing any legislation that results in unfunded mandates for local governments.
  - A. Provide additional funding for Human Services, Public Schools, and Jails to meet the current needs of the county.
  - B. Maintain or increase current levels of Medicaid Funding.

Local Option Revenues

1. Provide additional opportunities for local option revenues.
  - A. Flexibility in sales tax revenues.
  - B. Support counties efforts to increase local revenues. When appropriate allow requests to move forward pending local voter approval.
  - C. Authorize all local option revenue sources that have previously been given to other counties.
  - D. Require state administrative offices to provide sales tax information when requested by counties for budgeting purposes.
  - E. Reinstate sales tax exemption for school systems.

Collective Bargaining

1. Oppose collective bargaining for all state and local government employees.

Schools

1. Oppose any shift of charter school capital funding to counties.
2. Support the adjustment of local contributions to match the services that charter schools are required to provide.
3. Return proceeds from the North Carolina Education Lottery Funds to their original 40% of the total proceeds going to counties for school capital needs.
4. Reinstate full funding for school growth based Average Daily Membership. (ADM)
5. Support high quality broadband connectivity for all counties.

Human Services

1. Revise and make appropriate adjustments to County MOU requirements in the performance measures required by HB630. The DSS performance measures should match federal requirements; concessions should be made for extenuating circumstances beyond a DSS' control related to court system, mental health services, and client cooperation; and DSS' need reliable data reports and access to track performance measures.
2. Advocate for increased funding for Adult & Aging Services to support Adult Protective Services and Guardianship.
3. Advocate for hold harmless provisions and staggered payment plans to control/cap the liability to counties under the Medicaid and NCHC Overpayment recoupment plan which holds counties financially responsible for the erroneous issuance of Medicaid benefits and Medicaid claims payments resulting when the county DSS takes any action that requires

payment of Medicaid claims for an ineligible individual...the Division will recoup from the county any amounts paid relating to deductibles, co-pay, co-insurance, premiums and PML as a result of the erroneous eligibility and/or incorrect calculation of the PML. Adult Medicaid and Long Term Care cases could result in substantially large paybacks and cause undue hardship on counties with only 60 days to recoup payment. Some counties are opting to purchase liability insurance.

4. Advocate for more Child Care Subsidy funding to address waiting lists and for the state to utilize federal block grants for the intended purpose and not supplant federal dollars for state dollars (ex. In the short session the General Assembly supplanted \$50m of Child Care Development Block Grant funds for other purposes, which reduced the number of subsidy slots for addressing day care subsidy waiting lists in counties).

#### General Legislation

1. Support local citizen involvement by requiring a local referendum prior to legislative actions to change existing procedures for electing county commissioners, ie. creating districts, territories, etc.
2. Study the impact to local government finances of exempting nonprofits from the requirement of paying property taxes and review possible payment in lieu of taxes requirements.
3. Improve the Tier rating system by allowing smaller towns and cities located in Tier Three counties to compete for all available grants by creating split tiered counties.
4. Change North Carolina Rural Center's grant/loan award criteria to more closely match the USDA Rural Development aid requirements – specifically related to prohibition against aid to municipalities in Tier 3 counties.

#### Medicaid

1. Pursue Medicaid reimbursement options for Community Paramedic services.

#### Board of Elections

1. Support the creation of larger voting districts'
2. Allow counties to reduce the amount of operational voting precincts.
3. Continue to permit early voting districts.
4. Support flexibility for local Boards of Elections to re-organize precincts in order to create more uniform precinct sizes.

#### Mental Health

1. Request to revisit and reexamine the current North Carolina Certificate of Need (CON) law, which prohibits health care providers, including mental health facilities, from acquiring, replacing or adding to their facilities without the prior approval of the Department of Health and Human Services. Exploration of the CON law would reveal limitations associated with available services, restrictions based on provider geographic location and the most cost effective and efficient service provisions. By reviewing and making necessary revisions to the CON law, it would allow providers to increase capacity through site expansion, increase bed availability and more adequately meet the needs of residents.

2. Recommend the creation of a Medicaid opt-in program, which would allow residents of North Carolina to choose Medicaid through a pay for premium based system. This recommendation is based on the limitation of commercial insurance services provided in the areas of advanced mental health access.

Early Childhood Education

1. Request for additional funding to support early childhood education programs.

Environmental

1. Protect Soil & Water Conservation Grants and/or funding streams per the “2016 Policies, Positions, & Actions Items”.

Library System

1. Support legislation to restore state aid funding of public libraries to the pre-2011 level of \$15.7 million and eliminate special provisions that distribute state aid outside of the equitable formula developed by the state library system.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Cabarrus County Schools - Culinary Arts Renovation

**BRIEF SUMMARY:**

Finance arranged for funding to be available for the Culinary Arts renovation in 2022. The funding was based on earlier budgeted cost of approximately \$150K. That amount was estimated in previous years. Facilities Maintenance Department (FMD) contracted with SB Design to design and bid the renovation of the Culinary Arts Teaching Kitchen at Concord High School. Lowest responsible bidder was LCJ Construction at \$ 608,868.00. LCJ Construction was one of three bidders who responded. Due to escalating labor, material, transportation cost in conjunction with supply chain shortages this cost has significantly increased from our original estimate.

If the BOC and BOE agree CCS will not require additional funds from the county due to more favorable bids on other projects this year.

The project ordinance does not have to be updated because all of these projects are included in Cabarrus County Schools deferred maintenance.

**REQUESTED ACTION:**

Motion to approve the request to move funds from Access Control Projects and Mt Pleasant High School Paving Project to Culinary Arts Renovation at Concord High School and Finance prepare the appropriate budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Finance for Charles (Chuck) Taylor, Director of Facilities, Cabarrus County Schools

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

County Manager - FY 22 Funding Re-appropriations

**BRIEF SUMMARY:**

Funds budgeted in the prior fiscal year (FY22) need to be carried over to the current fiscal year (FY23) for use. These funds were not used in FY22 for a variety of reasons. Carrying-over these funds from FY22 to FY23, through an appropriation of fund balance or revenue for reimbursement grants, is required to complete purchases as planned.

**REQUESTED ACTION:**

Motion to amend the Fiscal Year 2022-2023 Budget Ordinance to allow the carry-over of unspent funds totaling \$3,302,567.73 from the 2021-2022 Budget Ordinance and authorize the County Budget Director to prepare the associated Budget Amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Rosh Khatri, Budget Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS:**

- List
- Budget Amendment

Department	Project / Grant	Account Information Org-Object-Proj FY22 GL Codes	Account Information Org-Object-Proj FY23 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
<b>GENERAL GOVERNMENT</b>						
County Manager	Edge Factor Contract	00191210 9445	00191210 9445	Purchased Services	94,500.00	Edge Factor Premium Membership approved by BOC 6-20-2022
Communications & Outreach	Camera lense package	00191220 9331	1912209331	Minor Office Equipment & Furniture	2,100.00	Lens is on backorder. It is part of a package for which we have a PO and all other items have been received by the County.
Communications & Outreach	Flood safety brochures	00191220 9695	1912209695	Marketing	800.00	Design and printing of flood safety flyer. Design is 95% complete. Finding proper images and then sending to print.
Human Resources	SOG Survey Related Services	00191230-9605	00191230-9605	Consultants	8,962.50	This item was intended for supervisor training in support of employee survey preparation. With a change of staff at the SOG we have been unable to schedule intended training this fiscal year but would like to do so as a lead up to this next survey. Focus area is improving communications skills. Vendor may change from SOG to another recommended training resource. Goal is to complete by September. FY23 budget would be utilized to address improvement needs that come out of the next survey cycle.
Board of Elections	Ballot on Demand equipment	00191510-9860	00191510-9860	Equipment and Furniture	68,018.00	Equipment has not been able to be purchased in time for this FY. It is anticipated that it will be purchased in time for the November 2022 election.
Information Technology Services	Milestone Internet	00191810-942001	00191810-942001	Telecommunications	80,000.00	For the install of leased lines at Milestone
Information Technology Services	Channel 22 upgrades	00191810-9342-DEPT	00191810-9342-DEPT	Minor Technology Equipment	240,000.00	Pending getting vendors lined up
Information Technology Services	Milestone equipment	00191810-9342	00191810-9342	Minor Technology Equipment	76,000.00	Pending final counts on equipment needs
Information Technology Services	Cybersecurity Project	00191810-9445	00191810-9445	Purchase Services	55,000.00	Pending cybersecurity audit for active directory
Information Technology Services	Munis Consulting	00191810-9605	00191810-9605	Consulting	5,240.00	Munis consulting in progress
Non-Departmental	Board Directed Expenses	00191910-9690	00191910-9690	Board Directed Expenses	1,171,854.00	Available funds as a result of the use of American Rescue Plan Funding
Infrastructure Asset Management	Bldg & Grnds Maint	00191940-9501	00191940-9501	Bldg & Grnds Maint	7,000.00	This \$7,000 was payment for an easement the BOC gave to Meritage homes for access through VVP to access a sewer easement in Kannapolis so they would not have to involve the Army Corp of Engineers by crossing a water body. This caused trails and disc golf holes to be shut down over 3 months. We asked for \$7,000 for tree mitigation and planned to plant additional trees. However this time of year is not the time to purchase or install trees, you would want to do this in fall.
Infrastructure Asset Management	Engineers	00191952-9606	00191952-9606	Engineers	15,457.99	Carrying forward all design related funds due to the large amount of feasibility and initial design requests IAM is receiving from leadership and customers
Infrastructure Asset Management	Vehicles	00191955-9863	00191955-9863	Vehicles	373,481.22	Remainder of Medicaid Hold Harmless funds provided for procurement of vehicles which based on BA date of 5/17/22 could not be bid or ordered by end of current fiscal year
Infrastructure Asset Management	B&G Maintenance	00191953-9501	00191953-9445	Service Contracts	16,000.00	To cover weekend janitorial services at Library, prices have increased since budget submittal in January and we only have enough funds to cover 10 months of the contract
Infrastructure Asset Management	Building Improvements	42098310-9820	42098310-9820	Building Improvements	300,000.00	Capital project not yet complete, vaults have been ordered, after received the asphalt will be installed
<b>GENERAL GOVERNMENT TOTAL</b>						<b>2,514,413.71</b>
<b>PUBLIC SAFETY</b>						
Cabarrus County Sheriff's Office: Motor Vehicles	Vehicle Upfits	00192110-9863	00192110-9863	Motor Vehicles	189,258.35	Vehicles ordered but will not be upfitted with all necessary equipment until they are received; includes garage upfits and decaling.
Cabarrus County Sheriff's Office: Motor Vehicles-BOMB	Vehicle Upfits	00192110-9860-BOMB	00192110-9860-BOMB	Motor Vehicles-BOMB	18,684.06	Bomb Truck ordered, in production, but will not be received for 6 months; additional upfits for Bomb Truck, decaling
Cabarrus County Sheriff's Office: Uniforms	Ballistic Vests	00192110-9340	00192110-9340	Uniforms	13,500.00	Sheriff's Office replaces 60 ballistic vests yearly as vests expire every 5 years. There has been a significant improvements to effectiveness and an increase in cost over original budget of \$39,000 for these replacements.
Cabarrus County Detention Center: SCAAP		00192130-9853	00192130-9853	State Criminal Alien Asst. Grant	7,734.93	Funds restricted to Jail Projects: Ongoing Projects in the Jail related to incarcerating undocumented criminal aliens. BJA administers the State Criminal Alien Assistance Program (SCAAP) in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.
Cabarrus County Sheriff's Office: Animal Control	Animal Control Motor Vehicle Replacement Upfits	00192140-9863	00192140-9863	Motor Vehicles	41,659.58	Upfits for Animal Control Vehicles ordered, expected date to be received not known.
Cabarrus County Animal Shelter: Donations	Donations to the Shelter for Animal Welfare	00162145-6805	00192145-9605	Consultants	8,444.80	Animal Welfare Donations (FY 2022) to fund medical care for animals requiring more extensive medical care than our policy prescribes.
Cabarrus County Animal Shelter: Donations	Donations (FY 2021) to the Shelter for Animal Welfare	00192145-9605	00192145-9605	Consultants	8,005.23	Animal Welfare Donations (FY 2021) to fund medical care for animals requiring more extensive medical care than our policy prescribes.

Department	Project / Grant	Account Information Org-Object-Proj FY22 GL Codes	Account Information Org-Object-Proj FY23 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
Emergency Management	Emergency Performance Grant	00192710 9482	00192710 9482	EMPG	2,531.47	\$1879.13 of this amount will be used for an order of body armor for Squad 410 placed in April of 2022. Delivery of the body armor has been delayed due to supply chain issues. The balance of the funds (\$652.34) should be rolled over to complete emergency operations projects.
Emergency Management	McGuire	00192710 9431	00192710 9431	McGuire	11,957.91	Continue to purchase supplies needed for expansion of the congregate reception center as detailed in the updated McGuire plan.
Emergency Management thru ITS	EM - EOC upgrades	00192710-9860	00192710-9860	Equipment & Furniture	90,000.00	Pending getting vendors lined up
Fire Services	Class A Uniform	00192715 9340	00192715 9340	Uniform	511.00	A Class A uniform was ordered in February of 2022 for the Operations Chief position. Due to supply chain issues, the custom ordered uniform was unable to be delivered prior to the close of the FY 22 fiscal year. Funds need to be re-appropriated to cover the cost of this uniform.
Emergency Medical Services		00162730-6805-MEM	00192730-9356-MEM	Special Program Supplies	50.00	Donation made by family member of patient near end of fiscal year. Funds to be used for EMS week in FY23
Emergency Medical Services		00192730-9340-PPE	00192730-9340-PPE	PPE Uniforms	5,991.58	New hires in June have not had the opportunity to purchase required protective equipment
Emergency Medical Services		00192730-9360-LABS	00192730-9360-LABS	LABS Medical supplies	2,035.00	Conditional offers extended to 7 potential new hires in May and June, pre -employment testing has not been completed.
Emergency Medical Services		00192730-9863	00192730-9863	Motor Vehicles	97,101.39	Ambulance purchase order has not been fulfilled due to shortage of parts and chassis (delivery times not expected to improve until 2025). Once received, taxes, tag and additional upfit will be needed.
<b>PUBLIC SAFETY TOTAL</b>					<b>497,465.30</b>	
<b>ECONOMIC AND PHYSICAL DEVELOPMENT</b>						
Planning/Soil & Water	Clark Creek Easement property	00193270-9445	00193270-9445	Purchased Services	10,000.00	The project was awaiting access to the property through the City of Concord's new park property. Their work has been delayed. This was for a fence around the dock on the creek for public safety purposes.
Planning/Soil & Water	Supervisor Travel	00193270-9625	00193270-9625	Board Travel	3,425.00	Southeast and Annual Meetings for the National Association of Conservation Districts were at a time that our supervisors were not able to attend last year. The SE meeting will be attended by supervisor Jeff Goforth in August. We have taken the registration out for this meeting, but will have reimbursement of air travel and per diem. We would like for this year's budget to roll over in case other supervisors can attend the annual meeting later next year.
Economic Development Corp	Spark Grant	00193310-9724-Spark	00193310-9724-Spark	Economic Development Corp	25,000.00	Funds unspent in FY22 because we were working to secure corporate sponsors or donors to provide the match. Now that we have those funds, we are able move forward with the programs as outlined.
<b>ECONOMIC AND PHYSICAL DEVELOPMENT TOTAL</b>					<b>38,425.00</b>	
<b>HUMAN SERVICES</b>						
Veteran Services	Conference	00195110 9610	00195110 9610	Conference	900.00	The original conference was canceled and rescheduled for August 2022
DHS/Transportation	5310C Grant 2021-062-01 Grant	00165240-6342-5310C	00165240-6342-5310C	Grant Revenue	(116,184.00)	5310C Grant Revenue
DHS/Transportation	5310C Grant 2021-062-01 Grant	00195240-9831-5310C	00195240-9831-5310C	Van	116,184.00	5310C Grant not budgeted in FY 2023. Vehicles have not arrived - back ordered
Cooperative Extension	Cannon Foundation Grant	00195410-9102-4HCAN	00195410-9102-4HCAN	part time>1000 hours	620.00	Grant cycle runs December through November. Funds need to be re-appropriate in order to complete grant purchases and pay employee.
Cooperative Extension	Cannon Foundation Grant	00195410-9104-4HCAN	00195410-9104-4HCAN	Temporary Employees	3,913.33	Grant cycle runs December through November. Funds need to be re-appropriate in order to complete grant purchases and pay employee.
Cooperative Extension	Cannon Foundation Grant	00195410-9201-4HCAN	00195410-9201-4HCAN	Social Security	175.87	Grant cycle runs December through November. Funds need to be re-appropriate in order to complete grant purchases and pay employee.
Cooperative Extension	Cannon Foundation Grant	00195410-9202-4HCAN	00195410-9202-4HCAN	Medicare	185.88	Grant cycle runs December through November. Funds need to be re-appropriate in order to complete grant purchases and pay employee.
Cooperative Extension	Cannon Foundation Grant	00195410-9230-4HCAN	00195410-9230-4HCAN	Workers Compensation	263.89	Grant cycle runs December through November. Funds need to be re-appropriate in order to complete grant purchases and pay employee.
Cooperative Extension	Cannon Foundation Grant	00195410-9356-4HCAN	00195410-9356-4HCAN	Special Programming Supplies	4,711.32	Grant cycle runs December through November. Funds need to be re-appropriate in order to complete grant purchases and pay employee.
Cooperative Extension	Cannon Foundation Grant	00195410-9610-4HCAN	00195410-9610-4HCAN	Travel & Education	474.22	Grant cycle runs December through November. Funds need to be re-appropriate in order to complete grant purchases and pay employee.
Cooperative Extension	Cannon Foundation Grant	00195410-9640-4HCAN	00195410-9640-4HCAN	Insurance & Bonds	138.98	Grant cycle runs December through November. Funds need to be re-appropriate in order to complete grant purchases and pay employee.
DHS/Child Welfare Services	Contracted worker per HR/KC/RK	00195630-9445	00195630-9445	Contracted LCSW	84,000.00	Re-appropriating to fill contracted position in FY23

Department	Project / Grant	Account Information Org-Object-Proj FY22 GL Codes	Account Information Org-Object-Proj FY23 GL Codes	Account Description	Amount	Justification (including impact if funding is not carried forward)
DHS/Child Welfare Services	Adoption Incentive Fund	00195630-9332	00195630-9332	Special Needs Kids Program	80,465.67	These funds are for adoption awareness and to support children and families for adoption. Allowable to reappropriate until spent. 48,000.+37,139.-4,673.33 (ytd spent FY22) = 80,465.67
DHS/Aging Services	SHIIP Grants	00195760-9356-ST8	00195760-9356-ST8	Seniors Health Insurance Information Program	6,057.86	Received Permission to use these State funds through August 31, 2022
DHS/Adult and Aging services	APS Essential Services Fund	00165660-6384-ARP	00165660-6384-ARP	Purchased Services - Revenues	(15,426.00)	Revenue - DCD letter allows use until December 31, 2022.
DHS/Adult and Aging services	APS Essential Services Fund	00195660-946101	00195660-946101-ARP	Purchased Services	15,426.00	Funds are available to spend until December 2022. Unused allocation may be reappropriated to FY23.
DHS/Nutrition	Title III-C Nutrition ARPA	00165750-6224-ARP	00165750-6224-ARP	Food - Revenues	(100,224.00)	Revenues were not budgeted in FY23
DHS/Nutrition	Title III-C Nutrition ARPA	00195750-9335-ARP	00195750-9335-ARP	Food	100,224.00	Increase service access to hard to reach, underserved and/or high risk populations
DHS thru ITS	DSS - Scanner upgrades	00195610-9342-383-1	00195610-9342-383-1	Minor Technology Equipment	20,000.00	Pending scanner upgrades
DHS thru ITS	DSS - Scanning for Child Welfare	00195610-9321-310-1	00195610-9321-310-1	Imaging	40,000.00	Pending scanning project with AIS
<b>HUMAN SERVICES TOTAL</b>						<b>241,907.02</b>
<b>CULTURE AND RECREATION</b>						
Library	Book Lockers	198240 9342	198240 9342	Minor Technology Equipment	3,568.50	This funding will be needed to pay for the book locker installment, once a final location is identified and approved (the current proposed location is the Milestone building, once that facility is ready). Bibliotheca will be the vendor for installation.
Library	Furniture	198240 9331	198240 9331	Minor Office Equipment/Furniture	3,779.66	For remaining furniture items that were not able to be delivered in FY22. Many task chair need to be replaced throughout the library system.
Library	Book Lockers	198240 9560	198240 9560	Minor Equipment Maintenance	3,008.54	As the book locker system has been in storage throughout COVID-19, the software will need to be updated once the system is installed.
<b>CULTURE AND RECREATION TOTAL</b>						<b>10,356.70</b>
				<b>TOTAL</b>	<b>3,302,567.73</b>	

## Budget Revision/Amendment Request

Date: 8/15/2022

Amount: 3,302,567.73

Dept. Head: Rosh Khatri

Department: County Manager

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Funds budgeted in the prior fiscal year (FY22) need to be carried-over to the current fiscal year (FY23) for use. These funds were not used in FY22 for a variety of reasons. Carrying- over these funds from FY23 to FY23, through an appropriation of fund balance or revenue for reimbursement grants, is required to complete purchases as planned.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1220-9331	Minor Office Equipment & Furniture	2,500.00	2,100.00		4,600.00
001	9	1220-9695	Marketing	171,195.00	800.00		171,995.00
001	6	1220-6901	Fund Balance Appropriated	-	2,900.00		2,900.00
001	9	1230-9605	Consultants	49,000.00	8,962.50		57,962.50
001	6	1230-6901	Fund Balance Appropriated	-	8,962.50		8,962.50
001	9	1510-9860	Equipment and Furniture	-	68,018.00		68,018.00
001	6	1510-6901	Fund Balance Appropriated	-	68,018.00		68,018.00
001	9	1810-942001	Telecommunications	737,680.00	80,000.00		817,680.00
001	9	1810-9342-DEPT	Minor Technology Equipment	76,000.00	240,000.00		316,000.00
001	9	1810-9342	Minor Technology Equipment	114,900.00	76,000.00		190,900.00
001	9	1810-9445	Purchase Services	1,151,045.00	55,000.00		1,206,045.00
001	9	1810-9605	Consulting	25,000.00	5,240.00		30,240.00
001	9	1810-6901	Fund Balance Appropriated	-	456,240.00		456,240.00
001	9	1910-9690	Board Directed Expenses	-	1,171,854.00		1,171,854.00
001	6	1910-6901	Fund Balance Appropriated	-	1,171,854.00		1,171,854.00
001	9	1940-9501	Bldg & Grnds Maint	1,100,000.00	7,000.00		1,107,000.00
001	6	19400-6901	Fund Balance Appropriated	-	7,000.00		7,000.00

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1952-9606	Engineers	179,000.00	15,457.99		194,457.99
001	6	1952-6901	Fund Balance Appropriated	-	15,457.99		15,457.99
001	9	1955-9863	Vehicles	702,000.00	373,481.22		1,075,481.22
001	6	1955-6901	Fund Balance Appropriated	-	373,481.22		373,481.22
001	9	1953-9445	Service Contracts	134,600.00	16,000.00		150,600.00
001	6	1953-6901	Fund Balance Appropriated	-	16,000.00		16,000.00
420	9	8310-9820	Building Improvements	1,240,000.00	300,000.00		1,540,000.00
420	6	8310-6901	Fund Balance Appropriated	-	300,000.00		300,000.00
001	9	2110-9863	Motor Vehicles	1,317,000.00	189,258.35		1,506,258.35
001	9	2110-9860-BOMB	Motor Vehicles-BOMB	-	18,684.06		18,684.06
001	9	2110-9340	Uniforms	309,625.00	13,500.00		323,125.00
001	6	2110-6901	Fund Balance Appropriated	-	221,442.41		221,442.41
001	9	2130-9853	State Criminal Alien Asst. Grant	-	7,734.93		7,734.93
001	6	2130-6901	Fund Balance Appropriated	-	7,734.93		7,734.93
001	9	2140-9863	Motor Vehicles	99,000.00	41,659.58		140,659.58
001	6	2140-6901	Fund Balance Appropriated	-	41,659.58		41,659.58
001	9	2145-9605	Consultants	24,800.00	8,444.80		33,244.80
001	9	2145-9605	Consultants	24,800.00	8,005.23		32,805.23
001	6	2145-6901	Fund Balance Appropriated	-	16,450.03		16,450.03
001	9	2710 9482	EMPG	12,500.00	2,531.47		15,031.47
001	9	2710 9431	McGuire	10,000.00	11,957.91		21,957.91
001	9	2710-9860	Equipment & Furniture	-	90,000.00		90,000.00
001	6	2710-6901	Fund Balance Appropriated	-	104,489.38		104,489.38

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	2715 9340	Uniform	7,500.00	511.00		8,011.00
001	6	2715-6901	Fund Balance Appropriated	-	511.00		511.00
001	9	3270-9445	Purchased Services	10,000.00	10,000.00		20,000.00
001	9	3270-9625	Board Travel	3,800.00	3,425.00		7,225.00
001	6	3270-6901	Fund Balance Appropriated	-	13,425.00		13,425.00
001	9	3310-9724-Spark	Economic Development Corp	25,000.00	25,000.00		50,000.00
001	6	3310-6901	Fund Balance Appropriated	-	25,000.00		25,000.00
001	9	5110-9610	Travel and Education	5,000.00	900.00		5,900.00
001	6	5110-6901	Fund Balance Appropriated	-	900.00		900.00
001	9	5410-9102-4HCAN	part time>1000 hours	-	620.00		620.00
001	9	5410-9104-4HCAN	Temporary Employees	-	3,913.33		3,913.33
001	9	5410-9201-4HCAN	Social Security	-	175.87		175.87
001	9	5410-9202-4HCAN	Medicare	-	185.88		185.88
001	9	5410-9230-4HCAN	Workers Compensation	-	263.89		263.89
001	9	5410-9356-4HCAN	Special Programming Supplies	-	4,711.32		4,711.32
001	9	5410-9610-4HCAN	Travel & Education	-	474.22		474.22
001	9	5410-9640-4HCAN	Insurance & Bonds	-	138.98		138.98
001	6	5410-6901	Fund Balance Appropriated	-	10,483.49		10,483.49
001	9	5630-9445	Contracted LCSW	306,000.00	84,000.00		390,000.00
001	9	5630-9332	Special Needs Kids Program	41,384.21	80,465.67		121,849.88
001	6	5630-6901	Fund Balance Appropriated	-	164,465.67		164,465.67
001	9	5760-9356-ST8	Seniors Health Insurance Information Program	8,357.00	6,057.86		14,414.86
001	6	5760-6901	Fund Balance Appropriated	-	6,057.86		6,057.86

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	5610-9342-383-1	Minor Technology Equipment	103,000.00	20,000.00		123,000.00
	9	5610-9321-310-1	Imaging	50,000.00	40,000.00		90,000.00
001	6	5610-6901	Fund Balance Appropriated	-	60,000.00		60,000.00
001	9	8240 9342	Minor Technology Equipment	-	3,568.50		3,568.50
001	9	8240 9331	Minor Office Equipment/Furniture	-	3,779.66		3,779.66
001	9	8240 9560	Minor Equipment Maintenance	6,700.00	3,008.54		9,708.54
001	6	8240-6901	Fund Balance Appropriated	-	10,356.70		10,356.70
001	9	1210-9445	Purchased Services	150,000.00	94,500.00		244,500.00
001	6	1210-6901	Fund Balance Appropriated	-	94,500.00		94,500.00
001	6	5660-6384-ARP	Purchased Services - Revenues	-	15,426.00		15,426.00
001	9	5660-946101-ARP	Purchased Services	-	15,426.00		15,426.00
001							
001	6	5750-6224-ARP	Food - Revenues	-	100,224.00		100,224.00
001	9	5750-9335-ARP	Food	-	100,224.00		100,224.00
001							
001	6	5240-6342-5310C	Grant Revenue	-	116,184.00		116,184.00
001	9	5240-9831-5310C	Van	-	116,184.00		116,184.00
001							
001	9	2730-9356-MEM	Cont and Private Donations	-	50.00		50.00
001	6	2730-6901	Fund Balance Appropriated	-	105,177.97		105,177.97
001	9	2730-9340-PPE	PPE Uniforms	55,040.00	5,991.58		61,031.58
001	9	2730-9360-LABS	LABS Medical supplies	25,870.00	2,035.00		27,905.00

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	2730-9863	Motor Vehicles	654,000.00	97,101.39		751,101.39

**Total** 0.00

**Budget Officer**

Approved  
 Denied

**County Manager**

Approved  
 Denied

**Board of Commissioners**

Approved  
 Denied

*Signature*

*Signature*

*Signature*

*Date*

*Date*

*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

DHS - Emergency Rental Assistance Program

**BRIEF SUMMARY:**

Staff will present a brief presentation on the status of the Emergency Rental Assistance Program (ERAP) and a request for consideration to "pause" the intake of new applications.

**REQUESTED ACTION:**

Motion to approve to pause the intake of new Emergency Rental Assistant Program applications.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Karen Calhoun, DHS Director

Lora Lipe, EFSS Program Administrator

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**



# Emergency Rental Assistance Program Update

August 1, 2022



CABARRUS COUNTY  
*America Thrives Here*

# ERAP Data

## Unique Households Assisted:

- 508 Federal
- 314 NC Pro State
- 389 CCM
- 1,211 Households Assisted

*As of June 30, 2022*



# Rent and Utilities

Total Rent:	\$8,621,839
Total Utilities:	\$504,291
Administration:	\$497,414
<i>Total Expenditures:</i>	<i>\$9,623,544</i>

*As of June 30, 2022*

# Outstanding Requests - DHS



# Outstanding Requests - CCM



# Request to Pause

- DHS is requesting permission to “pause” the current intake of new applications beginning September 1, 2022.
- We have \$16.7 million in requests. Balance of available funding is \$7,077,712.
- Can request additional funds up to \$8.8 million.
- Once we work through pending requests, we will determine if we can reopen the intake of new applications.
- Several other counties and NC HOPE have paused on new applications to get a handle on requests.

# Questions?



CABARRUS COUNTY  
*America Thrives Here*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

DHS - Family Caregiver Support Program Grant

**BRIEF SUMMARY:**

The North Carolina Family Caregiver Support Program (FCSP) was created in 2000 to support family and informal (unpaid) caregivers to care for their loved ones at home for as long as possible. It is well known that caregiving places a heavy emotional, physical, and financial load on the caregiver. Many caregivers over time become vulnerable and their own health begins to decline. In response to these caregiving issues, this program was developed to coordinate with other community-based services to support those caring for a loved one. The purpose is to reduce caregiver stress and depression so they can care for their loved one longer, avoiding more expensive long-term care alternatives.

The FY23 FCSP allocation for Cabarrus County was not received from the Centralina Area Agency on Aging until June 2022. Therefore, the FY22 allocation of \$51,386.00 was used when developing the FY23 county budget. The actual FY23 allocation is \$58,941.00, which is an increase of \$7,555.00. The additional funds will be used to provide temporary respite to more caregivers as well as more training opportunities and personal care and nutritional supplies. There is not a county match required for this grant.

**REQUESTED ACTION:**

Motion to adopt the budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Anthony Hodges, Program Administrator, Adult and Aging Services

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- FY23 FCSP Budget Amendment

## Budget Revision/Amendment Request

Date: **8/15/2022**

Amount: **7,555.00**

Dept. Head: **Karen Calhoun**

Department: **DHS**

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Request to increase Revenue and Expenditures for the Family Caregiver Support Program for FY23 due to the increase of grant funding authorized for Cabarrus. Total grant amount is \$58,941.00. The grant will be utilized for staff's salary and operating expenses to perform the functions of the program. There is NO County match.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	00165760-6244	Caregiver Grant	51,386.00	7,555.00		58,941.00
001	9	00195760-9445-FCSPR	Purchase Services	9,225.00	4,987.00		14,212.00
001	9	00195760-9417-CGSP	Dept of Aging Grants	4,126.00	2,568.00		6,694.00
001				-			0.00
							0.00
							0.00
							0.00
							0.00

**Total**

**0.00**

**Budget Officer**

Approved

Denied

**County Manager**

Approved

Denied

**Board of Commissioners**

Approved

Denied

*Signature*

*Date*

*Signature*

*Date*

*Signature*

*Date*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Finance - State Fiscal Recovery Funds

**BRIEF SUMMARY:**

Public libraries in North Carolina suffered adverse economic impacts due to the COVID-19 Pandemic. Federal assistance was awarded to the State Library of NC. The State Budget Act appropriated the funds as financial assistance that can be used for materials, salaries, equipment and operating. The funds will be budgeted in circulation stock at this time. There is no County match.

**REQUESTED ACTION:**

Motion to accept the grant award and adopt the associated budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

James M. Howden, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- Grant Document
- Budget Amendment



**NON-STATE ENTITY AWARD AGREEMENT**

**For Award 247 State Aid to Public Libraries**

2000057929

**US Treasury Expenditure Category: 6.1 Revenue Replacement**

This AWARD AGREEMENT, entered into on the undersigned date by and between the Department of Natural and Cultural Resources (the Agency), State Library of North Carolina and **Cabarrus County Public Library** (Grantee) (federal tax identification number **56-6000281-C**), is for the use of certain federal financial assistance as appropriated by the State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189). These federal funds are to be spent on government services, and the State Budget Act has appropriated the funds as state financial assistance to the Grantee as described in legislation. The Agency and the Grantee are referred to collectively as "the Parties" in this Award Agreement. This Award Agreement identifies and acknowledges the Parties' respective major federal and state powers, obligations, and duties in managing and reporting on the funds described. The Parties hereto agree as follows:

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**SECTION 1. 1.1 Award Agreement Table of Contents.**

**General Information**

SECTION 1. General Information	1.1 Award Agreement Table of Contents. 1.2 Federal Award Identification Table of References. 1.3 Definitions. 1.4 General Terms and Conditions. 1.5 Authorization. 1.6 Administering Offices. 1.7 Conflict between State and Federal Appropriation. 1.8 Disbursement Schedule. 1.9 Amount and Purpose of State Award. 1.10 Period of Performance. 1.11 Nonreverting Appropriation. 1.12 Recipient, Subrecipient, or Beneficiary.
SECTION 2. Federal Requirements	2.1 Federal Award Terms and Conditions. 2.2 FFATA Required Executive Compensation Information. 2.3 FFATA Reporting on Grants and Contracts over \$50,000.
SECTION 3. State Requirements	3.1 State Administrative Code Requirements. 3.2 Disbursement Requests. 3.3 Financial Reporting. 3.4 Performance Reporting.
SECTION 4. Monitoring Plan	4.1 Monitoring Plan.
SECTION 5. Closeout	5.1 Closeout.

SECTION 6. Signatures	6 Signatures.
ADDENDA	Attachment A. Project Plan/Scope of Work/Description of Services. Attachment B. Line-Item Budget. Attachment C. Notice of Certain Reporting and Audit Requirements Attachment D. No Overdue Tax Debts Form

## 1.2. Federal Award Identification Table of References.

State Award Name: State Fiscal Recovery Funds

PANGRAM Agreement Number	<u>2000057929</u>	Assistance Listing Number 21.027
<b>FEDERAL AWARD IDENTIFICATION (2 CFR 200.332(a)(1))</b>		
Recipient Name	<b>Cabarrus County Public Library</b>	
Award Period of Performance Start and End Dates	To cover eligible costs incurred beginning March 3, 2021, and ending with costs incurred or obligated by December 31, 2024, expended by December 31, 2026.	
Federal Award Terms and Conditions	<a href="https://home.treasury.gov/system/files/136/Financial-Assistance-Agreement-States-and-Territories.pdf">https://home.treasury.gov/system/files/136/Financial-Assistance-Agreement-States-and-Territories.pdf</a>	
Amount of Federal Funds Obligated to This Project from this Award	<b>\$126,545</b>	
DNCR Contact Information	Josh Davis, Chief Financial Officer 109 East Jones Street 4605 Mail Service Center Raleigh NC 27699-4605 (919)814-6725 <a href="mailto:joshua.davis@ncdcr.gov">joshua.davis@ncdcr.gov</a>	
Project Contact Information and Representative for Notices	Susan Forbes Assistant State Librarian State Library of North Carolina 4640 Mail Service Center Raleigh, NC 27699 (919) 814-6786 <a href="mailto:susan.forbes@ncdcr.gov">susan.forbes@ncdcr.gov</a>	

**1.3 Definitions.** Except as otherwise provided in the Award Agreement documents, the terms below shall have the following meanings in this Award Agreement:

"Agency" means the North Carolina Department of Natural and Cultural Resources.

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

"Award Agreement" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Award Agreement and included as a statement of certification by the Agency as part of the Grantee reporting package.

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

"Fiscal Year" means the annual operating year of the non-state entity.

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

"Grant" means financial assistance provided by a state agency to an eligible grantee to carry out activities identified in the Award Agreement.

"Grantee" means an entity that receives State financial assistance.

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

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

"State financial assistance" means state funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Award Agreement.

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

"State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-state entities. Both federal and state funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-state entity that receives state financial assistance from a Grantee to carry out part of a state program; but does not include an individual that is a beneficiary of such program.

## 1.4 General Terms and Conditions

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

**1.4.2 Grantee's Duties:** The Grantee shall submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Project Plan/Scope of Work/Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line-item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total award amount. For line-item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line-item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Section 1.4.21 of this Agreement. Amendments executed under this Paragraph shall include the new line-item adjustment(s) (Attachment B) and any changes in the Project Plan/Scope of Work/Description of Services (Attachment A) related to the duties and services affected by the line-item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

**1.4.3 Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Award Agreement is **\$126,545**. Grants of \$100,000 or more to or for the use of the Grantee shall be made in quarterly or monthly payments, in the discretion of the Director of State Budget. Grants of less than \$100,000 may

be made in one single payment. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices, and deliverables.

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

**1.4.5 Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this Award Agreement without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Section 1.2 of this Award Agreement.

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

- a. Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

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

**1.4.8 Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Award Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Award Agreement and that are attributable to the negligence or intentionally tortious acts of the Grantee.

**1.4.9 Termination by Mutual Consent:** The Parties may terminate this Award Agreement by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Award Agreement shall, at the option of the Agency, become its property. If the Award Agreement is terminated by the Agency as provided herein, the Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Award Agreement.

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

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Award Agreement, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Award Agreement and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

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

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

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

**1.4.14 Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or state statute of limitations, all promises, indemnifications, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Award Agreement expiration or termination date.

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

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

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

**1.4.18 Equal Employment Opportunity:** The Grantee shall comply with all federal and state laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all federal and state requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability. By signing this Agreement, the Grantee certifies its compliance with Title VI Civil Rights laws, and that it will cooperate in demonstrating compliance as may be required by the US Treasury. Further information on North Carolina's duties may be found in Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406).

**1.4.19 Access to Persons and Records:** The State Auditor and the Agency Internal Auditors shall have access to persons and records as a result of all contracts or grants entered into by state agencies or political subdivisions in accordance with N.C.G.S §. 147-64.7. Additionally, as the state funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by state agencies or political subdivisions.

**1.4.20 Record Retention:** The Grantee may be required to maintain records for at least five years after the completion of the last project across the entire set of SRF projects funded by North Carolina's SRF Award. There are differences in the record retention periods required by federal and state regulations. Under the federal Award Terms and Conditions for SRF, records must be retained for a period of the longer of five years after all funds have been expended or returned to Treasury. Generally, records of state assistance to grantees (grantees of the funds in this Agreement) covered by 09 NCAC 03M .0703 must be retained for the longer of five years or until all audit exceptions have been resolved as measured on an individual grant basis. Because SRF is a single federal award, it may be necessary to keep records of all project expenditures, including record-keeping by grantees, until the longest of the timelines finishes.

Therefore, the Grantee should seek specific written authorization from the Agency for destruction of any records prior to five years after all funds have been expended or returned to Treasury.

**1.4.21 Amendment:** This Award Agreement may not be amended orally or by performance. Any significant amendments to the plan or budget as described in Section 3.1 shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.

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

**1.4.23 Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Award Agreement and should not be used to construe the meaning of any text or content thereof.

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

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

**1.4.26 Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Award Agreement. If travel is necessary in the performance of this Award Agreement, it shall be included in the approved project budget and narrative.

**1.4.27 Entire Agreement:** This Award Agreement and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Award Agreement and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Award Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitation.

**1.4.28 Gifts or Favors:** By N.C.G.S. §133-32, it is unlawful for any vendor or contractor (i.e., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any state employee of the Governor's cabinet agencies. This prohibition covers those vendors and contractors who:

- (1) have a contract with a government agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Award Agreement.

**1.4.29 Effective Period:** This Award Agreement shall be effective upon signature by all Parties to this Award Agreement and shall terminate upon final expenditure of all funds and submission of all reports as required by law.

**1.4.30 Conflict of Interest Policy:** Grantees shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management, employees, and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be

taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

**1.4.31 Statement of No Overdue Tax Debts:** The Grantee's sworn written statement pursuant to N.C.G.S. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the federal, state, or local level, is attached as Attachment D. Grantee acknowledges that the written statement must be filed before the Agency may disburse the grant funds.

**1.4.32 Requirements:** This Award Agreement is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds disbursed under this Award Agreement are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

**1.4.33 Disbursements:** As a condition of this Award Agreement, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements.
- (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system.
- (c) Assure adequate control of signature stamps/plates.
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

**1.4.34 Outsourcing/Assignability/Subcontracting:** The Grantee shall not subgrant any of the work contemplated under this Award Agreement without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subgrantee or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Award Agreement. Furthermore, any subrecipient must agree to abide by the standards contained in this Award Agreement and to provide all information to allow the Grantee to comply with these standards.

**1.4.35 Cap State-Funded Portion of Nonprofit Salaries:** Pursuant to Session Law 2017-57, Section 6.4, no more than one hundred twenty thousand dollars (\$120,000) in state funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of the Grantee.

**1.4.36 Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

**1.5. Authorization.** This Award Agreement applies to federal Coronavirus State Fiscal Recovery Funds authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, and appropriated in North Carolina by the 2021 Appropriations Act, S.L. 2021-180. Later legislation may modify these appropriations such as by technical corrections in S.L. 2021-189.

**1.6 Administering Offices.** The 2021 Appropriations Act directed the Office of State Budget and Management, Pandemic Recovery Office, to transfer these funds to the Agency to allocate to the Grantee. Session Law 2020-4 Section 4.3 directed the Office of State Budget and Management to establish the North Carolina Pandemic Recovery Office to perform the following:

OSBM shall establish a temporary North Carolina Pandemic Recovery Office to oversee and coordinate funds made available under COVID-19 Recovery Legislation. This Office shall also provide technical assistance and ensure coordination of federal funds received by state agencies and local governments and ensure proper reporting and accounting of all funds. Similarly, the Agency will be responsible for providing technical assistance and ensuring coordination among Grantees for the proper reporting and accounting of funds received from the Agency through this program.

**1.7 Conflict between State and Federal Appropriation.** Session Law 2021-180 Section 4.9(c) directs that if there is a conflict between federal law and an appropriation in the state budget, the following obligations apply:

Conflict. – If an allocation made under this act of State Fiscal Recovery Fund funds is found to be disallowed by federal law, the disallowed allocation is repealed, and the Office of State

Budget and Management shall transfer the amount of the disallowed allocation to the State Fiscal Recovery Reserve. If the funds have been allocated to a nonprofit corporation, and the use of funds by the nonprofit corporation is disallowed by federal law, the nonprofit corporation shall return the amount of funds allocated to the nonprofit corporation to the Agency to transfer the disallowed, repealed allocation, as provided in this section.

The Grantee should promptly notify the Agency if, on the basis of official guidance or other analysis, that the allocation itself, or its use in a project design or implementation, may not be allowed by federal law.

**1.8. Disbursement Schedule.** Session Law 2021-180 Section 4.9(e) directs the Agency to disburse funds to nonprofits as follows:

State Fiscal Recovery Fund funds shall be allocated to nonprofit organizations on a quarterly basis unless OSBM determines that cash flow or the nature of the program being funded requires otherwise.

The Agency will follow the same quarterly disbursement schedule for all non-state entities unless it determines that cash flow or the nature of the program being funded requires otherwise. Determination of beneficiary status in Section 1.12 below may indicate the “nature of the program” requires a different disbursement schedule.

**1.9 Amount and Purpose of Award.** The federal award to North Carolina provides financial assistance for the State to do the following (emphasis added):

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Utilizing revenue replacement for government services, the Grantee has been selected in the 2021 Appropriations Act to receive and administer the following with a total allocation of up to **\$126,545**.

**1.10 Period of Performance.** The recipient must provide the Agency approval project plans and budgets as detailed under State Requirements in Section 3. The federal period of performance requires that eligible expenditures must be incurred or obligated by December 31, 2024, and expended by December 31, 2026, as allowed by federal law and regulation. For information on eligible

costs incurred prior to the signing of this Award Agreement, see applicable federal law and regulations and guidance issued by the US Department of the Treasury for use of these funds and consult with the Agency.

**1.11 Nonreverting Appropriation.** Session Law 2021-180 Section 4.9(k) establishes this as a non-reverting state appropriation over multiple fiscal years:

Reversion. – The funds appropriated in this act from the State Fiscal Recovery Fund shall not revert at the end of each fiscal year of the 2021-2023 fiscal biennium but shall remain available to expend until the date set by applicable federal law or guidance.

**1.12 Recipient, Subrecipient or Beneficiary.** For the purpose of determining the applicability of 2 CFR 200 Uniform Guidance and of 09 NCAC 03M, NCPRO looks first to the designation of federal financial assistance allocated by the state budget process for the provision of government services within the total calculated revenue loss. NCPRO does not view the provision of government services to make it a federal “Pass-through entity (PTE) [as] a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program” as defined in 2 CFR 200.1, beyond fulfilling the federal program purpose of replacing revenue to be used to provide government services as determined at the state level. To determine applicability of 09 NCAC 03M .0102 requires review of whether the appropriation describes a state program purpose or is solely financial assistance. For state Administrative Code definitions of a covered “recipient” or “subrecipient” receiving financial assistance “to carry out part of a state program,” or is a non-covered “beneficiary,” NCPRO adopts the rationale described in the federal SLFRF discussion of “Distinguishing Subrecipients and Beneficiaries” including the following excerpt, because the state Administrative Code adopted the same definition in 09 NCAC 03M .0102 (10) and (14) as in 2 CFR 200.1 that a federal subrecipient “does not include an individual that is a beneficiary of such program.”

The distinction between a subrecipient and a beneficiary, therefore, is contingent upon the rationale for why a recipient is providing funds to the individual or entity. If the recipient is providing funds to the individual or entity for the purpose of carrying out a SLFRF program or project on behalf of the recipient, the individual or entity is acting as a subrecipient. Acting as a subrecipient, the individual or entity is subject to subrecipient monitoring and reporting requirements. Conversely, if the recipient is providing funds to the individual or entity for the purpose of directly benefitting the individual or entity as a result of experiencing a public health impact or negative economic impact of the pandemic, the individual or entity is acting as a beneficiary. Acting as a beneficiary, the individual or entity is not subject to subrecipient monitoring and reporting requirements.

Whether the recipient of this non-state entity award is a beneficiary is a determination by OSBM/NCPRO, as are determinations of further subawards by the Grantee.

**SECTION 2.**  
**Federal Requirements**

**2.1 Federal Award Terms and Conditions.** The parties acknowledge that these funds constitute federal financial assistance to the State of North Carolina and its recipients, and, therefore, use of these funds must be in accordance with federal uniform guidance found in 2 CFR 200, where applicable, and that none of these requirements is waived by recitations or terms of this Agreement or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law. The State of North Carolina is named by as the Prime Recipient of these federal funds and the Federal Award Terms and Conditions bind the recipient and its vendors, contractors and subrecipients, if any. The recipient specifically acknowledges responsibility for its duties under 2 CFR 200, Subpart E, "Cost Principles," as required of recipients/subrecipients by operation of 09 NCAC 03M .0201.

**2.2 FFATA Required Executive Compensation Information.** Before disbursing funds to recipients, the State must document compliance with the Federal Funds Accountability and Transparency Act. The FFATA requires public disclosure of executive compensation in certain federally-funded organizations. By signing this Agreement, the Grantee certifies that its answers to one or both questions is "No:" 1) *The recipient received 80% or more of its annual gross revenues from federal awards (contracts or subcontracts, loans, grants or subgrants, cooperative agreements)?* Y/N and/or whether 2) *The total of the recipients' annual federal awards equaled or exceeded \$25,000,000?* Y/N. If the answer to either question is "No," no further disclosure is required. If the answer to both questions is "yes," then upon disclosure in writing, the Grantee may sign this Award Agreement, and consult with the Agency and NCPRO regarding how to publicly report the compensation information of its five most highly compensated executives.

**2.3 FFATA Reporting on Grants and Contracts over \$50,000.** For each Contract, Grant, Loan, Transfer, or Direct Payment greater than \$50,000, information must be obtained and reported through NCPRO to US Treasury, which may include:

- Subrecipient/beneficiary/vendor/contractor identifying and demographic information (e.g., legal name, whether registered in SAM.gov, DUNS/UEI/TIN and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance

- Related project identification number(s) (created by the recipient)
- Related project name(s)
- Period of performance start and end date
- Quarterly obligation amount
- Quarterly expenditure amount

See latest guidance from US Treasury: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>

<b>SECTION 3.</b>	<b>3.1 State Administrative Code Requirements.</b> The parties acknowledge that these funds constitute federal financial assistance to the State of North Carolina to provide government services, and the State Budget Act appropriates the funds as state financial assistance to the named Grantee. Therefore, use of these funds must be in accordance with state regulations found in Title 09, Subchapter 03M of the North Carolina Administrative Code, and that none of these requirements is waived by recitations or terms of this Award Agreement or representations of the parties later during the term of performance, closeout, or post-closeout period except as allowed by law.
<b>State Requirements</b>	<b>3.1.1 Reporting.</b> Grantee agrees to comply with all annual reporting requirements on the financial assistance awarded by this Award Agreement as found in 09 NCAC 03M .0205, specifically certifying that the financial assistance received or held was used for the purposes for which it was awarded, providing an accounting of all financial assistance received, held, used, or expended, activities and accomplishments undertaken by the Grantee including performance measures established hereby, and required single or program-specific audit as may be required.
	<b>3.1.2 Project Plan/Scope of Work/Description of Services.</b> Grantee agrees to provide a project plan/scope of work/description of services to be attached as Appendix A that specifies the purpose of the award, services to be provided, objectives to be achieved, and expected results as required by 09 NCAC 03M .0703 (1).
	<b>3.1.3 Budget.</b> Grantee agrees to provide a budget for the project to be attached as Appendix B as required by 09 NCAC 03M .0703 (8) including an anticipated schedule of payments for the project duration.

**3.2 Disbursement Requests.** Implementation of programs and services under ARPA/SFRF is not intended as a reimbursement process. Unless otherwise agreed, the Grantee will submit disbursement requests on a forward-looking quarterly basis and will provide as justification its estimated cash flow needs for the upcoming quarter. The Agency and NCPRO will evaluate the

quarterly justification based on program descriptions, operating plans, and past use of funds to avoid accumulation of excessive cash reserves beyond operating needs for successful implementation and delivery of services.

**3.3 Financial Reporting.** The Grantee will provide monthly program and expenditure reports to the Agency as requested to fulfill its oversight, coordination, accounting, and reporting responsibilities internal to state government. The Grantee will provide quarterly financial and performance reporting for the purpose of legislative reporting mandated under SL 2021-180 and US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and procedures for timely and accurate reporting.

**3.4 Performance Reporting.** Grantee will provide, at a minimum, quarterly performance reports to the Agency as requested to fulfill its responsibilities internal to state government and for the purpose of US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and reporting procedures to ensure timely and accurate reporting.

## **SECTION 4.** **Monitoring Plan**

**4.1 Monitoring Plan.** For recipients/subrecipients (not beneficiaries), the Agency will conduct an annual risk assessment and develop a suitable monitoring plan to ensure compliance with these terms and identify any failures in the administration and performance of the Award. Monitoring activities will be selected based on an assigned risk of low, moderate, or high and may be based on factors including recent history of grant management, audit findings and corrective actions, and knowledge and experience of key personnel assigned. Monitoring activities may include review of monthly performance and financial reports, telephone and email interviews, desk audits of underlying documentation, and site visits (actual or virtual) to interview key personnel, to see performance sites, and to review files. The assessment and monitoring plan will also serve to identify whether the Grantee needs additional technical assistance to ensure success in timely meeting these requirements. Ongoing monitoring will be used to document allowable and unallowable costs, time and effort reporting and travel, achievement of performance objectives, and timely and accurate data reporting as appropriate. Monitoring also will be used to follow up on findings identified in earlier monitoring activities or after an audit to ensure that the Grantee took corrective action. If necessary, the Agency may amend the terms of the Award Agreement, plan, or budget to require implementation of additional terms to address deficiencies as a condition of continued funding disbursements. Special terms may be removed once a subsequent Grantee risk assessment shows a substantial reduction of risk.

**SECTION 5.** **Closeout** **5.1 Closeout.** The State of North Carolina as a prime recipient of a federal award will develop suitable closeout procedures in accordance with federal and state regulation and guidance from the US Treasury current at the time of signing and as may be promulgated and published during and after the period of performance. This includes determining timelines for completion of program and closeout tasks; determining whether all applicable administrative actions and all required work have been completed by the State and Grantee at the end of the period of performance; and requirements for liquidation of property or encumbered expenses if necessary; all in compliance with applicable law and guidance.

**SECTION 6.** **Signatures** **IN WITNESS WHEREOF**, the Parties have executed this Award Agreement by their duly authorized officers. For unincorporated associations, an affidavit similar to that required for transfer of real property under N.C.G.S. § 59B-6 must be provided prior to disbursement, attesting to the capacity of the Authorized Representative to receive and direct the funds and bind the unincorporated association to the terms of this Agreement:

**FOR Grantee**

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By Library Director: Date  
Rodney Harris, Deputy County Manager

The type of library and its governance determine the signature required on this document:

In addition to the library director:

County Library: Chair of County Commissioners  
Regional Library: Chair of Regional Board of Trustees  
Municipal Library: Chair of Town/City Council  
Independent County Library: Chair of Board of Trustees

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By Authorized Official: Date  
Steve Morris, Chairman, Cabarrus County Board of Commissioners

**FOR DNCR**

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By Authorized Representative: Date  
Josh Davis, Chief Financial Officer

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By Authorized Representative: Date  
Michelle Underhill, State Librarian

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By Authorized Representative: Date  
Staci Meyer, Chief Deputy Secretary

**ADDENDA**

Attachment A. Project Plan/Scope of Work/Description of Services.  
Attachment B. Line-Item Budget.  
Attachment C. Notice of Certain Reporting and Audit Requirements  
Attachment D. No Overdue Tax Debts Form.

**Attachment A****Project Plan/Scope of Work/Description of Services**

Session Law 2021-180 appropriated funds to the Grantee. Public Libraries in North Carolina suffered adverse economic impacts due to the COVID-19 Pandemic. The Grantee will use the **\$126,545** for materials, salaries, equipment, and operating costs, which are consistent with allowable uses outlined in 07 NCAC 02I .0202 State Aid Grants from the Aid to Public Library Fund.

**Attachment B**  
**Line-Item Budget**

<b>Revenue</b>	
State Fiscal Recovery Funds Directed Grant	<b>\$126,545</b>

<b>Expenses</b>	Project Cost
Aid to Libraries project costs such as materials, salaries, equipment, and operating costs	<b>\$126,545</b>

## **Attachment C** **Notice of Certain Reporting and Audit Requirements**

The Grantee shall comply with all rules and reporting requirements established by state statute or administrative rules. [as detailed in SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE [subchapter 3m rules.pdf \(state.nc.us\)](#)] For convenience, the requirements are set forth in this Attachment.

### **State Reporting Thresholds.**

There are three reporting levels established for grantees and subrecipients receiving state financial assistance. Reporting levels are based on the level of state financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II - A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends state financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that state financial assistance received or held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all state financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Award Agreement.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (also known as the Yellow Book).

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Award Agreement shall be allowable charges to state and federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Award Agreement shall not be charged to state awards.

Notwithstanding the provisions of this Award Agreement, a grantee may satisfy the reporting requirements of this Award Agreement by submitting a copy of the report required under federal law with respect to the same funds.

### **Additional DNCR Financial and Performance Reporting Requirements**

**Financial Reporting.** The Grantee will provide monthly program and expenditure reports to the Agency as requested to fulfill its oversight, coordination, accounting, and reporting responsibilities internal to state government. The Grantee will provide quarterly financial and performance reporting for the purpose of legislative reporting mandated under SL 2021-180 and US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and procedures for timely and accurate reporting.

**Performance Reporting.** Grantee will provide, at a minimum, quarterly performance reports to the Agency as requested to fulfill its responsibilities internal to state government and for the purpose of US Treasury reporting as detailed in its Compliance and Reporting Guide and User Guide, and the Parties agree to develop sufficient internal controls and reporting procedures to ensure timely and accurate reporting.

**Attachment D**

**No Overdue Tax Debts Form**

## Budget Revision/Amendment Request

Date: August 15, 2022

Amount: 126,545.00

Dept. Head: Suzanne Burgess for Jim Howden

Department: Library

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Cabarrus County Public Library has been awarded the State Fiscal Recovery Fund Directed Grant. The State Budget Act appropriated the funds as financial assistance and Cabarrus County Library was selected in the 2021 Appropriations Act to receive funds. The funds can be used for library project costs, such as materials, salaries, equipment and operating. This budget amendment budgets State Aid revenue and expenditures for circulation materials. Funds will be allocated on a quarterly basis and there is no County match.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	8240-6331-SFRF	STATE AID - STATE FISCAL RECOVERY FUND	-	126,545.00	-	126,545.00
001	9	8240-9302	CIRCULATION STOCK	510,958.00	126,545.00	-	637,503.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Finance - Update of Approved Institutions

**BRIEF SUMMARY:**

The current Investment Policy and a list of approved institutions is included for your information as a reference. No changes have been made to the Investment Policy which was last updated and approved by the Board of Commissioners on November 18, 2019.

BB&T and SunTrust customers converted to TRUIST products and digital platforms early 2022, therefore, the following changes have been made to the approved institutions list which was last updated and approved by the Board of Commissioners June 15, 2020:

Remove SUNTRUST as an official depository

Remove BB&T as an official depository and investment institution

Add TRUIST as an official depository

The account numbers did not change.

**REQUESTED ACTION:**

Motion to approve the Institution List.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Jim Howden, Finance Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- Investment Policy
- Approved Institutions List



## Cabarrus County Investment Policy

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### I. Scope

*Applicability.* North Carolina General Statute (NCGS) 159-30 authorizes local governments to invest all or part of the cash balance of any fund. The Board approved Cabarrus County Investment Policy, (“investment policy”), sets forth procedures for the County’s investment program in order to ensure all public monies are appropriately and safely invested. The term “investment program” encompasses all investment actions in which the Finance Director along with the assistance of the investment officer(s) engage with the purpose of earning investment revenue on public funds. The investment policy and program refer to the **shorter-term investment of operating monies**. The investment of unspent bond proceeds, employees’ retirement monies or other non-operating monies are not within the scope of this policy or managed by this investment program.

*Pooling.* In accordance with NCGS 159-30(e), Cabarrus County consolidates cash balances from numerous funds, with the possible exception of certain restricted or specialized funds, to maximize investment revenue. Quarterly, investment revenues are allocated across funds based on individual average quarterly fund balances.

### II. Objectives

Cabarrus County’s investment program objectives, in order of priority, are:

1. *Safety.* Protecting the principal of public monies is the primary objective of the investment program. Careful consideration of credit and interest rate risks help mitigate the risks of principal losses.
  - a. *Credit risk.* The risk of loss of a security’s value, due to the failure of the issuer of the security, is defined as credit risk. Cabarrus County mitigates this risk by:
    - i. Investing only in legally authorized securities as defined by NCGS 159-30(c).
    - ii. Transacting only with pre-qualified financial institutions, brokers and dealers.
    - iii. Diversifying its portfolio to minimize the effect of an individual security’s loss on the County’s portfolio.
  - b. *Interest rate risk.* The risk of loss of a security’s market value due to changes in interest rates is defined as interest rate risk. Cabarrus County mitigates this risk by:
    - i. Investing primarily in shorter-term securities. The County will not invest in any security with a maturity date of more than five (5) years from the date of purchase without first receiving approval from the Board of Commissioners.
    - ii. Staggering the maturities of investments using a laddering strategy so that maturities will meet cash requirements, avoiding the need to sell on the open market.



## Cabarrus County Investment Policy

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2. *Liquidity.* Ensuring the County has access to monies to meet anticipated cash needs is defined as liquidity. All investment purchases are made with the intent to hold the investment to maturity. If investment is to be liquidated before maturity, approval of Deputy County Manager or County Manager will be required. The risk of an illiquid portfolio, however, can be avoided by ensuring a portion of the investment portfolio is placed in the North Carolina Capital Management Trust (NCCMT) accounts or the custodian sweep account. The NCCMT Government portfolio and custodian sweep account offers same-day liquidity and the NCCMT Term portfolio can be accessed according to established time deadlines for the County's operational needs.
3. *Yield.* The County builds its investment portfolio to obtain the best possible actualized yield after fees & investment costs, once the primary objectives of safety and liquidity are met.

### III. Standards of care

1. *Delegation of authority.* NCGS 159-30(a) authorizes the Finance Director to manage investments subject to whatever restrictions and directions the governing board may impose. The Finance Director shall have the power to purchase, sell, and exchange securities on behalf of the governing board. NCGS 159-25(a)(6) also requires the county Board appointed Finance Director to supervise the investment of idle funds for the County. With the assistance of the designated investment officer(s) [\[attachment A\]](#), the Finance officer will be responsible for managing the investment program in accordance with the Board approved investment policy. No other individual may engage in any investment transactions on behalf of Cabarrus County.
2. *Due diligence.* The Finance Director and authorized investment officers shall be relieved of personal responsibility in the event unexpected circumstances arise causing a loss of principal, provided due diligence was performed when purchasing the investment. Due diligence is evidenced by purchasing and managing the investment program in accordance with this investment policy.
3. *Conflicts of interest.* The Finance Director and authorized investment officers are prohibited from making personal investments with a broker or dealer with whom Cabarrus County utilizes to purchase investments. In addition, they must disclose, to the County Manager (and to the governing board, at the discretion of the County Manager) any material interests in any financial institutions with whom Cabarrus County utilizes in the investment program. The Finance Director and investment officers must refrain from any act that could impair the ability to make unbiased investment decisions, including any action that could result in personal gain.



## Cabarrus County Investment Policy

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### IV. Safekeeping and custody

*Third-party safekeeping.* Cabarrus County will contract with a third-party safekeeping institution who will serve as custodian of investments. Investment trades must be executed on a delivery vs. payment (DVP) method to ensure purchased securities are delivered prior to the release of any funds. Evidence of proper safekeeping will be monitored through online access to the County's custodial account. Also, the custodian must present the County with a monthly safekeeping statement.

As investments produce earnings or are liquidated, the funds shall be directly wired either to a bank delegated by the Cabarrus County Board of Commissioners as an official depository and collateralized as required by G.S.159-31 or to an investment account allowable under G.S. 159-30 such as the NCCMT.

1. *Authorized dealers, brokers and financial institutions.* The Finance Director, or authorized investment officer(s), will maintain a listing of approved financial institutions, dealers (primary or regional), and brokers providing investment services to Cabarrus County. Financial institutions, dealers and brokers are selected by the Finance Director and investment officer(s) based upon the broker's experience, knowledge of NC Local Government Investment law (G.S. 159-30) and the needs of Cabarrus County.
  - a. The Finance Director, or authorized investment officer(s) will be responsible for completing the proper due diligence of the approved and proposed financial institutions, dealers (primary or regional), and brokers providing investment services to Cabarrus County. The following documentation must be reviewed before approval and on an annual basis:
    - i. Audited financial statements
    - ii. FINRA (Broker Check)
    - iii. Credit Ratings from at least two reporting agencies

### V. Authorized investments

*Authorized investments.* NCGS 159-30(c) provides a comprehensive listing of legally authorized investments. Cabarrus County's portfolio may only include the classes of securities specifically authorized by this statute. The following is not an exhaustive list but includes the most common legally authorized investments:

1. Obligations of the United States or obligations fully guaranteed as to principal and interest by the United States.
2. Obligations of the Federal Farm Credit Bank, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Fannie Mae, and Governmental National Mortgage Association.



## Cabarrus County Investment Policy

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3. Obligations of the State of North Carolina.
4. Bonds and notes of any North Carolina local government or public authority.
5. Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligation at the date of purchase.
  - a. Examples of nationally recognized rating agencies include Standard & Poors, Fitch and Moodys
6. Participating shares in a mutual fund for local government investment, approved by the Local Government Commission.
  - a. NCCMT Government Portfolio
  - b. NCCMT Term Portfolio
7. Total investment in commercial paper shall not exceed 40% of the total portfolio, the investment of commercial paper of a single issuer shall not exceed 10% of the total portfolio at the time of investment.

### **VI. Internal controls and reporting**

1. *Internal controls.* Adequate segregation of the investment program duties of transacting, approving and reporting will be accomplished by following these internal control procedures:
  - a. The Finance Director will supervise the investment officers to transact directly with financial institutions, brokers and dealers to build and manage the County's investment portfolio.
  - b. The Finance Director or Assistant Finance Director will review, pre-audit and sign documentation of an investment purchase.
  - c. The Finance Director will maintain adequate records to identify all investment purchases and maturities. These records will serve as supporting documentation for all investment journal entries made to the County's general ledger.
  - d. An investment officer will prepare a monthly reconciliation of the County's investment portfolio, supported by a custodial account safekeeping statement, to the County's general ledger.
  - e. The Finance Director or Assistant Finance Director will review the supporting documentation and approve the reconciliation.

At no time may the Finance Director, Assistant Finance Director or any other authorized investment officer perform both the duties of transacting and approving.



## Cabarrus County Investment Policy

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This investment policy shall be reviewed on an annual basis in November. Any changes must be approved by the Finance Director, Deputy County Manager, or County Manager and the County Board.

2. *Reporting.* An investment officer will be responsible for maintaining adequate records for investments.
  - a. *Schedule of investments.* A schedule of investments will be maintained that includes the security name, purchase date, cost, maturity date, and yield. This schedule will be used as supporting documentation for the monthly reconciliation.
  - b. *Mark-to-market.* At the end of the fiscal year, an investment officer will mark the value of investments, when appropriate, to market value in accordance with the guidance promulgated by the Governmental Accounting Standards Board (GASB). On the monthly reconciliation, an investment officer will report the variance between the cost and market value of investment portfolio. If the Finance Director believes this variance is material, and may adversely impact the financial statements, the Finance Director and investment officer will determine what action, if any, is necessary and will report the decision to the County Manager.
  - c. *Semi-annual LGC-203 report.* A semi-annual report of cash and investments will be prepared and submitted by an investment officer each January and July as required by NCGS 159-33. With the report a supplemental schedule of investments will also be submitted that includes the specific security name, purchase date, cost, maturity date and the market value of each investment as of the report date. This required report provides the Local Government Commission division of the North Carolina State Treasurer's Office with all cash and investment balances at December 31 and June 30.

**Cabarrus County**

**Approved Banking Institutions**

Official

<u>Bank</u>	<u>Depositories (1)</u>	<u>Investments (2)</u>
TRUIST	<b>X</b>	
Fifth Third	<b>X</b>	
Regions Bank	<b>X</b>	<b>X</b>
First Bank	<b>X</b>	
North Carolina Cash Management Trust	<b>X</b>	<b>X</b>
Multi-Bank Securities		<b>X</b>
Raymond James		<b>X</b>
UBS		<b>X</b>

(1) Designated as official depositories per **G.S.159-31**

(2) Approved for investing purposes per **G.S.159-30**

Updated to add TRUIST and replace SUNTRUST and BB&T due to merger. Name change only and all account numbers remained the same.

For approval by BOC on August 15, 2022

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Human Resources - Structure and Comp Projects

**BRIEF SUMMARY:**

Departments utilized Catapult to review department structure, position job descriptions, titles and a market compensation comparison. Results of this work will be shared along with recommendations.

**REQUESTED ACTION:**

Motion to approve and implement recommendations.

**EXPECTED LENGTH OF PRESENTATION:**

10 Minutes

**SUBMITTED BY:**

Lundee Covington, Human Resources Director

Todd Shanley, Chief Information Officer

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Infrastructure and Asset Management - Mt. Pleasant Library, Senior Center, and Park Construction Delivery Method

**BRIEF SUMMARY:**

County staff will discuss the potential options for the construction delivery method for the complex and make a recommendation.

**REQUESTED ACTION:**

Motion to suspend the Rules of Procedure due to time constraints.

Motion to approve the use of the Construction Manager At Risk delivery method for the Mt. Pleasant Library, Senior Center, and Park complex.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Planning and Development - Soil and Water Conservation District Board - Streamflow Rehabilitation Assistance Program

**BRIEF SUMMARY:**

The Soil and Water Conservation District Board received a funding offer from the NC Department of Agriculture for their Streamflow Rehabilitation Assistance Program. The Streamflow Rehabilitation Assistance Program allocates money for projects that protect and restore the integrity of drainage infrastructure. Improving the integrity of drainage structures supports goals of both the County Commissioners and the Soil and Water Conservation District Board by improving the quality of life for county citizens. Removing stream blockages from our creeks will prevent flooding and loss of land due to erosion of the streambanks. The Soil and Water Conservation District Board have selected stretches on Irish Buffalo and Cold Water Creek for stream debris removal if approved. Any contracts or cooperative agreements associated with successful grant applications will be submitted to the county for approval.

**REQUESTED ACTION:**

Motion to approve the contract between Cabarrus County and North Carolina Department of Agriculture and Consumer Services- Division of Soil and Water Conservation; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney; and adopt the associated budget amendment.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Daniel McClellan, Sr. Resource Conservation Specialist

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- Streamflow Rehabilitation offer



Steve Troxler  
Commissioner

## North Carolina Department of Agriculture and Consumer Services

N. David Smith  
Chief Deputy Commissioner

July 5, 2022

Charles Bass III  
Cabarrus SWCD  
715 cabarrus Ave W  
Concord , NC 28027

### NOTIFICATION OF FUNDING OFFER

Dear Charles Bass III,

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Division of Soil & Water Conservation, I am pleased to inform you that \$258,798.00 for your project, StreamFlow Rehabilitation Program (StRAP), was approved.

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

Electronic Signed Contract:

Heather Reichert  
Administrative Specialist  
Heather.reichert@ncagr.gov

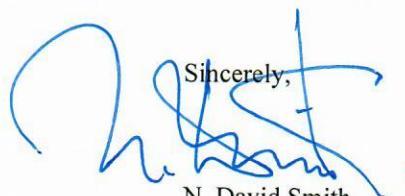
Original signatures email:

Heather Reichert, Administrative Specialist  
N.C. Department of Agriculture & Consumer Services, Division Name  
1614 Mail Service Center  
Raleigh, NC 27699-1614

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

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

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

  
Sincerely,  
N. David Smith  
Chief Deputy Commissioner

Enclosures  
cc: Heather Bruce, Grants Manager



## NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

### Contract Check Off List for Grantee (Government State Funds)

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

**GRANTEE ORGANIZATION NAME:** Cabarrus SWCD

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

**CONTRACT #:** 22-080-4056

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

STATE OF NORTH CAROLINA  
COUNTY OF WAKE



Departmental Use Only

CENTER: 2740  
ACCOUNT: 536431  
AMOUNT: \$258.798  
TIME PERIOD: June 1, 2022-  
Dec. 31, 2024

## North Carolina Department of Agriculture and Consumer Services

### Division of Soil & Water Conservation

#### Streamflow Rehabilitation Assistance Program– Government

**CONTRACT # 22-080-4056**

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Division of Soil & Water** (the "Agency") and Cabarrus SWCD, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000281 and is physically located in Cabarrus County and is further located at 715 cabarrus Ave W Concord NC 28027.

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

The Grantee's fiscal year ends June 30.

#### Contract Documents:

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

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

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

## **I. Precedence Among Contract Documents:**

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

## **II. Effective Period:**

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

## **III. Grantee's Duties:**

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

## **IV. Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$258,798.00. The funds are provided from State appropriations allocated through Session Law 2021-180, Senate Bill 105 Section 5.9(a)(1). By February 28, 2023, fifty percent (**50%**) of the award amount \$129,399.00 should be encumbered by contracts.

a. There are no matching requirements from the Grantee.

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

	In Kind	\$
	Cash	\$

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

	NRCS	
	Cash	\$

The total Contract amount with matching funds is \$ \$258,798.00.

## **V. Conflict of Interest Policy:**

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

## **VI. Statement of No Overdue Tax Debts:**

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

## **VII. Reversion of Unexpended Funds:**

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

## **VIII. Reporting Requirements:**

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

## **IX. Payment Provisions:**

All Request for Payment forms should be received no more than monthly. Payment requests will be submitted using **Attachment H- StreamFlow Rehabilitation Assistance Program Project Invoice Form**, along with an appropriate certified invoice showing expenditures and matching funds, if applicable, for

the current period and cumulatively for the entire project. Upon approval by the Agency payment shall be made within 30 days. All payments are subject to the availability of funds and verification that the Grantee is current on all reporting requirements.

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

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

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

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

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

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

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

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

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

#### **Indirect costs are not allowable expenditures under this Contract.**

#### **X. Fraud, Waste and Abuse**

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

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

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

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

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

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

## **XI. Contract Administrators:**

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

### **For the Agency:**

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

### **For the Grantee:**

Grantee Contract Administrator- Mailing Address	Grantee Principal Investigator or Key Personnel
Charles Bass III Cabarrus SWCD 715 cabarrus Ave W Concord , NC 28027 704-920-3300 <a href="mailto:ccbass@cabarruscounty.us">ccbass@cabarruscounty.us</a>	<b>Same</b>

## **XII. Supplementation of Expenditure of Public Funds:**

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

### **XIII. Disbursements:**

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

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

### **XI. Outsourcing:**

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

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

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

(This space is internally left blank)

## **XV. Signature Warranty:**

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

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

**Grantee:** \_\_\_\_\_

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Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

---

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

## **Witness:**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

Printed Name \_\_\_\_\_ Title \_\_\_\_\_



## **North Carolina Department of Agriculture and Consumer Services**

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Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

N. David Smith, Chief Deputy Commissioner

**PUBLIC SECTOR CONTRACTS (Including Local Governments)****General Terms and Conditions****DEFINITIONS**

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

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: an individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal

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

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

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

### **Relationships of the Parties**

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

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

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

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

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

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

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

### **Indemnity**

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

### **Default and Termination**

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

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract

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

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

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

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

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

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

### **Intellectual Property Rights**

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

### **Compliance with Applicable Laws**

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations,

and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

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

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

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

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

### **Confidentiality**

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

### **Oversight**

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have

## **PUBLIC SECTOR CONTRACTS (Including Local Governments)**

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

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

### **Miscellaneous**

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

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

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

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the

Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

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

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

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

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

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

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

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

Streamflow Rehabilitation Assistance	
Applicant Name:	Cabarrus SWCD
Payee Name	Cabarrus County Government

### STREAM DEBRIS REMOVAL Revised Scope

	Stream/Drainage Channel Name	Linear Feet of Channel Proposed for Repair	Description of Damage
A	Dutch Buffalo Creek	2427.87	drift build up impeding flow
B	Cold Water Creek	2362.25	drift build up impeding flow
<b>TOTALS:</b>		4790.12	

### PL-566 WATERSHED STRUCTURE Revised Scope

	PL-566 Watershed Project Name	Watershed Project Structure Number	Description of Needed Repair
A	n/a		
B			
C			
D			
E			

### Project Timeline

	Time Period	
A	July - Sept 2022	Contract with Division of Soil & Water
B	Oct - Dec 2022	Open bidding to Contracting Companies
C	Jan - Mar 2023	Sign Contracts
D	Apr - June 2023	Begin Removal of Stream Debris
E	July - Sept 2023	Checkout for work
F	Oct - Dec 2023	
G	Jan - Mar 2024	
H	Apr - June 2024	
I	July - Sept 2024	
J	Oct-Dec 2024	

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

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

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#### **1. LOBBYING**

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

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

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

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#### **2. NONPROCUREMENT DEBARMENT AND SUSPENSION**

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

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

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (a) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.
- e) Agree to include a term or condition in lower tier covered transactions requiring lower tier participants to comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by subpart C of Part 417.

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

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

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

The applicant certifies that it will:

- a) Make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part.
- b) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see Sections 182.205 through 182.220); and
- c) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see Section 182.225), including notification to any Federal agency on whose award the convicted employee was working and within 30 days take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- d) You must identify all known workplaces under your Federal awards (see Section 182.230).

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

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

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### **DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

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

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Grantee Organization Name

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Signature of Authorized Representative

Date

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Printed Name of Authorized Representative

Title

## NC OpenBook Supplemental Information

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

**GRANTEE INFORMATION:**

Grantee Name:

County of Residence:

District Number (**MUST BE FILLED IN**):

Tax Id Number:

UEI Number\*\*:

I have started the UEI process but not received a UEI number.

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

Fiscal Year End:

Grantee's Website:

(MM/DD) Format

**PROJECT INFORMATION:**

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

Current project timeline: Begin date

End Date

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

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

Single County

Regional\*\*

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

Mountains

Piedmont

Inner Coastal Plain

Tidewater

Statewide



## CONTRACT & FINANCIAL DOCUMENTS

**INSTRUCTIONS:** Please read and fill in the required information to the right of each field where applicable. Signatures must match the Contract signatures. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents. If more than two people will sign for the organization, this form may be duplicated.

### SECTION I.

Date:	
Legal Applicant Organization/Agency Name:	
Federal Tax Identification Number:	

### SECTION II.

**Certification:**

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I., above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

#### ~~NON GOVERNMENTAL ORGANIZATIONS ONLY (Must match Contract signature)~~

<b><del>Board Chair, Executive Director, etc.</del></b>	<b><del>Financial Representative, Treasurer, etc.</del></b>
Print Name & Title:	Print Name & Title:
Signature:	Signature:

#### ~~GOVERNMENTAL ENTITIES (Must match Contract signature)~~

<b><del>Authorized Governmental Official</del></b>	<b><del>Chief Fiscal Officer</del></b>
Print Name & Title:	Print Name & Title:
Signature:	Signature:

# **Stream Debris Quarterly Report**

## ***Progress Report Form***

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

### **Financial Report**

<b>State Expenditures</b>
Total State Contract Funds: Previous State expenditures: State expenditures this reporting Period: Total State expenditures: Balance of State Funds:

<b>Recipient Share (Match)</b>
Total recipient share: Previous Recipient share of expenditures: Expenditures this reporting period: Total Share expenditures: Remaining recipient share to be provided:

# **Stream Debris Quarterly Report**

## **Encumbered Amount (Amount Contracted)**

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

## **Performance Report –**

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

## **Stream Debris Quarterly Report**

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

# **Stream Debris Quarterly Report**

## **Project Schedule:**

Any delays:

Yes

No

If any delays or problems, please explain:

## **Project Cost Status:**

Cost Unchanged

Cost Overrun

Cost underrun

If Cost is Overrun or Underrun, please explain:

***(Attach additional sheets as necessary.)***

# **Stream Debris Quarterly Report**

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

Signature – Authorized Signer \_\_\_\_\_

Date \_\_\_\_\_

Email quarterly reports to [Heather.Reichert@ncagr.gov](mailto:Heather.Reichert@ncagr.gov)

# StreamFlow Assistance 50% Progress Report

**Due NO LATER than FEBRUARY 28, 2023**

Grantee Name:

Person completing report:

## SECTION 1: FINANCIAL REPORTING

### Amount of Contract:

Amount of funds encumbered by contracts:

Does this amount equal 50%? YES NO

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

## SECTION 2: CONTRACT INFORMATION

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

- Name and address of contractor
- Amount of contract
- Contribution to project (brief description of what work they will complete)
- Did a Council/Committee/Commission have to provide approval for the contract?

YES NO

\*\*If yes, provide the date this occurred.

- Date signed
- Contract Number
- When is work expected to begin?

### **SECTION 3: PROGRESS REPORT**

**(If 50% goal has been met)**

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

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

---

Printed Name and Title

Date

---

Signature

## **SECTION 4: Progressing toward 50% goal**

### **(If 50% goal has NOT been met)**

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

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

---

Printed Name and Title

Date

---

Signature

Please fill in Parts 1-7 and send, along with necessary backup, to:

[Heather.Reichert@ncagr.gov](mailto:Heather.Reichert@ncagr.gov)NOG NOT on SFL 

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

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

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

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

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

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

Submitted by:	
7 Title	
Signature:	
E-mail Address:	
Telephone Number:	

**DSWC Project Inspection Certification**

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

Signature of DSWC or NRCS certifying official	Date
Please direct questions about this form to Heather Reichert, at (919)707-3768 or Heather.Reichert@ncagr.gov.	

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

---

### **AGENDA CATEGORY:**

Discussion Items for Action

### **SUBJECT:**

Procurement Office - Uniform Guidance for Federal Procurement

### **BRIEF SUMMARY:**

The Federal Government has given local governmental entities permission to increase the micro-purchasing threshold from \$10,000 to as much as \$50,000. Currently the State of North Carolina has a minimum purchasing threshold of \$30,000. The county is requesting approval to increase its federal micro-purchasing threshold limit to match that of the State of North Carolina's.

### **REQUESTED ACTION:**

Motion to approve an increase of the federal micro-purchasing threshold to \$30,000 and adopt the resolution.

### **EXPECTED LENGTH OF PRESENTATION:**

1 Minute

### **SUBMITTED BY:**

Tom Nunn, Chief Procurement Officer

### **BUDGET AMENDMENT REQUIRED:**

No

### **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

□ Resolution



## RESOLUTION AUTHORIZING INCREASE IN MICRO-PURCHASE THRESHOLD

**WHEREAS**, from time to time, Cabarrus County purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D;

**WHEREAS**, the County's procurement of such goods and services is subject to the *Purchasing Policy and Procedures*, as amended on November 26, 2018;

**WHEREAS**, the County is a non-federal entity under the definition set forth in 2 C.F.R. § 200.1;

**WHEREAS**, pursuant to 2 C.F.R. § 200.320(a)(1)(ii), a non-federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents that the non-federal entity files accordingly;

**WHEREAS**, pursuant to 2 C.F.R. § 200.320(a)(1)(iii), a non-federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures;

**WHEREAS**, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), a non-federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed \$50,000 and maintain documentation to be made available to a federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334;

**WHEREAS**, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a "higher threshold consistent with State law";

**WHEREAS**, G.S. 143-129(a) and G.S. 143-131(a) require the County to conduct a competitive bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or greater than \$30,000, and (2) "construction or repair work" where the cost of such purchase is greater than or equal to \$30,000;

**WHEREAS**, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 30 of Chapter 143 of the North Carolina General Statutes (the "Mini-Brooks Act");

**WHEREAS**, G.S. 143-64.32 permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where the aggregate cost of such services do not exceed \$50,000; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), the Board of Commissioners of Cabarrus County now desires to adopt higher micro-purchase thresholds than those identified in 48 C.F.R. § 2.101.

**NOW, THEREFORE BE IT RESOLVED** by the Cabarrus County Board of Commissioners:

1. In accordance with 2 C.F.R. § 200.320(a)(1)(iv) and the applicable provisions of North Carolina law, the Cabarrus County hereby self-certifies the following micro-purchase thresholds, each of which is a "higher threshold consistent with State law" under 2 C.F.R. § 200.320(a)(1)(iv)(C) for the reasons set forth in the recitals to this resolution.
2. The self-certification made herein shall be effective for Fiscal Year 2023 but shall not be applicable to federal financial assistance awards issued prior to November 12, 2020.
3. If Cabarrus County receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the County shall comply with the more restrictive threshold when expending such funds.
4. The County shall maintain documentation to be made available to a federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.
5. The County Manager is hereby authorized to revise the *Purchasing Policy and Procedures* to reflect the increased micro-purchase thresholds specified herein, and to take all such actions, individually and collectively, to carry into effect the purpose and intent of the foregoing resolution.

**ADOPTED** this 15th day of August 2022.

---

Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

Attest:

---

Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

---

**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Register of Deeds - Refund of Excise Tax

**BRIEF SUMMARY:**

The Costner Law Firm recorded a general warranty deed in Cabarrus County on June 30, 2022 in book 16096 at page 183 and paid excise tax of \$640.00. Said law firm subsequently recorded an affidavit of error in Book16106 at page 50 which recited that the correct excise amount was \$630.00. Said law firm is now requesting a refund of overpayment of excise tax in the sum of \$10.00.

**REQUESTED ACTION:**

Motion to, in compliance with NCGS 105-228.37, authorize a refund to the Costner Law Firm in the amount of \$10.00

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Wayne Nixon, Register of Deeds

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS:**

- Affidavit and Deed

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FILED	Jul 08, 2022
AT	10:29:00 AM
BOOK	16106
START PAGE	0050
END PAGE	0050
INSTRUMENT #	21401
EXCISE TAX	\$0.00

---

**CORRECTIVE OR SCRIVENER'S AFFIDAVIT FOR  
NOTICE OF TYPOGRAPHICAL OR OTHER MINOR ERROR  
[N.C.G.S. 47-36.1]**

Prepared by and Return to: Costner Law Office, PLLC, 10735 David Taylor Drive, Ste 200, Charlotte, NC 28262

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the North Carolina General Warranty Deed recorded on June 30, 2022 in Book 16096 at Page 183, Cabarrus County Registry, by Lataska Troutman(Grantor) and VM Pronto, LLC, a Delaware limited liability company(Grantee) contained typographical or minor error(s); and this Affidavit is made to give notice of the below corrective information:

*The Deed erroneously lists the Excise tax as \$640.00. This is being recorded to reflect the correct Excise tax of \$630.00.*

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

Drafter or preparer of the previously recorded instrument  
 Closing attorney for transaction involving the previously recorded instrument  
 Attorney for grantor/mortgagor named above in the previously recorded instrument

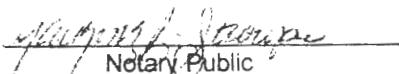
A copy of the previously recorded instrument (in part or in whole) is not attached.

  
 Signature of Affiant  
 Print or Type Name: Nikki L Kimball

State of North Carolina County of Mecklenburg

Signed and sworn to (or affirmed) before me, this the 8th day of July, 2022 by Nikki L Kimball

My Commission Expires:

10-14-2026   
 Notary Public

(Affix Official/Notarial Seal)



Submitted electronically by "Costner Law Office, PLLC" in compliance with North Carolina statutes governing recordable documents and the terms of the Memorandum of Understanding with the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

FILED	Jun 30, 2022
AT	01:50:00 PM
BOOK	16096
START PAGE	0183
END PAGE	0184
INSTRUMENT #	20798
EXCISE TAX	\$640.00

## NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$640.00

File No. NC-22-07595

Parcel Identifier No. 5623-35-2251-0000

Title Insurance: Westcor Land Title Insurance Company

Mail/Box to: Costner Law Office, PLLC, 10125 Berkeley Place Drive, Charlotte, NC 28262

This instrument was prepared by: Costner Law Office, PLLC, 10125 Berkeley Place Drive, Charlotte, NC 28262

Brief description for the Index: Lot 1, Mitchell Glen Subdivision

THIS DEED made this 30 day of June, 2022, by and between

GRANTOR	GRANTEE
<p>Lataska Troutman, an unmarried person</p> <p>Forwarding Address: 1493 Mitchell Glen Street Kannapolis, NC 28083</p> <p>1965 Charlotte Hwy Apt 101 Mooresville, NC 28115</p>	<p>VM Pronto, LLC, a Delaware limited liability company</p> <p>Property Address: 1493 Mitchell Glen Street Kannapolis, NC 28083</p> <p>Mailing Address: 5001 Plaza on the Lake, Suite 200 Austin, TX 78746</p>

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of Kannapolis, Cabarrus County, North Carolina and more particularly described as follows:

BEING all of Lot 1 of Mitchell Glen, Sheet 1 of 2, as shown on a plat recorded in Map Book 40, page 56 in the Office of the Register of Deeds for Cabarrus County, North Carolina.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 7975 page 345.

If initialed, the property includes the primary residence of at least one of the Grantors. WJ (N.C.G.S. § 105-317.2)

A map showing the above described property is recorded in Plat Book 40 page 56.

Submitted electronically by "Costner Law Office, PLLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the Memorandum of Understanding with  
the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

**There is excepted from these warranties all easements, conditions, rights of way and restrictions as may appear on public record; and the lien of ad valorem taxes for the current year which taxes have been prorated as to the date of closing between the Grantor and Grantee.**

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Lataska Troutman  
Lataska Troutman

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I do hereby certify that Lataska Troutman personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 30 day of June, 2022.

Bailey Lindsey Kirby, Notary Public

Bailey Lindsey Kirby  
Notary's Printed or Typed Name

My Commission Expires: 10-19-2025

(SEAL)



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

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**AGENDA CATEGORY:**

Discussion Items for Action

**SUBJECT:**

Sheriff's Office - Acceptance of Bike Safe Grant Award

**BRIEF SUMMARY:**

The Bike Safe grant award funds educational opportunities for motorcycle enthusiasts to learn better driving habits. This grant has no county match requirement for dispersal of the funding.

**REQUESTED ACTION:**

Motion to accept the grant award and adopt the associated budget amendment and resolution.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Chief Deputy James N. Bailey

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

---

**ATTACHMENTS:**

- Approval of Application
- Resolution



## STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER  
GOVERNOR

J. ERIC BOYETTE  
SECRETARY

June 23, 2022

Aaron Rankin  
CABARRUS COUNTY  
SHERIFF  
PO Box 525  
CONCORD NC 28026-0525

Application number: 1000012848  
Ref : 2023 Application Approval

Dear Aaron Rankin,

The Governor's Highway Safety Program (GHSP) grant management team has completed its final review of applications for fiscal year 2023, which begins October 1, 2022. Your application was approved to proceed to the next stage of the funding process. The next step of the funding process is the submission of the Agreement of Conditions, Resolution (if required) and the Pinning of your electronic application.

Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September when your Agreement is finalized.

Please feel free to contact your Highway Safety Specialist should you have any questions or concerns in regards to this request. The GHSP appreciates your dedication and contribution to highway safety. Thank you for being part of the North Carolina Highway Safety Plan.

Sincerely,

Mark Ezzell  
Director

Mailing Address:  
**NC DEPARTMENT OF TRANSPORTATION**  
**GOVERNOR'S HIGHWAY SAFETY PROGRAM**  
**1508 MAIL SERVICE CENTER**  
**RALEIGH, NC 27699-1508**

Telephone: (919) 814-3650  
  
Website: [www.ncdot.gov/programs/GHSP/](http://www.ncdot.gov/programs/GHSP/)

Location  
**750 NORTH GREENFIELD PARKWAY**  
**GARNER, NC 27529**

North Carolina Governor's Highway Safety Program  
**LOCAL GOVERNMENTAL RESOLUTION**

WHEREAS, the Cabarrus County Sheriff's Office \_\_\_\_\_ (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Cabarrus County Board of Commissioners \_\_\_\_\_

(The Governing Body of the Agency)

\_\_\_\_\_ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Cabarrus County Board of Commissioners IN OPEN  
(Governing Body)

MEETING ASSEMBLED IN THE CITY OF Concord \_\_\_\_\_, NORTH CAROLINA,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 22, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Captain Aaron Rankin \_\_\_\_\_ is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 5000.00 \_\_\_\_\_ to be made to the Governing Body to assist in defraying (Federal Dollar Request) the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 \_\_\_\_\_ as (Local Cash Appropriation) required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by \_\_\_\_\_  
(Chairperson/Mayor)

ATTESTED BY \_\_\_\_\_  
(Clerk)

**SEAL**

DATE \_\_\_\_\_



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS WORK SESSION

**August 1, 2022  
4:00 PM**

---

**AGENDA CATEGORY:**

Approval of Regular Meeting Agenda

**SUBJECT:**

BOC - Approval of Regular Meeting Agenda

**BRIEF SUMMARY:**

The proposed agenda for the August 15, 2022 regular meeting is attached.

**REQUESTED ACTION:**

Motion to approve the agenda for the August 15, 2022 regular meeting as presented.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- Approval of Regular Meeting Agenda

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**August 15, 2022  
6:30 PM**

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### MISSION STATEMENT

THROUGH VISIONARY LEADERSHIP AND GOOD STEWARDSHIP, WE WILL ADMINISTER STATE REQUIREMENTS, ENSURE PUBLIC SAFETY, DETERMINE COUNTY NEEDS, AND PROVIDE SERVICES THAT CONTINUALLY ENHANCE QUALITY OF LIFE

### CALL TO ORDER BY THE CHAIRMAN

### PRESENTATION OF COLORS

### INVOCATION

Pastor Tim Newton, Christian Fellowship Foursquare Church

### A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

### B. APPROVAL OF THE AGENDA

### C. RECOGNITIONS AND PRESENTATIONS

1. DHS - Child Support Awareness Proclamation
2. DHS - Economic Services Appreciation Month Proclamation

### D. INFORMAL PUBLIC COMMENTS

### E. OLD BUSINESS

### F. CONSENT AGENDA

*(Items listed under consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)*

1. Active Living and Parks - Fees and Charges Policy Change
2. Appointments - Industrial Facilities and Pollution Control Financing Authority

3. Appointments - Mental Health Advisory Board
4. Appointments - Planning and Zoning Commission
5. Appointments (Removals) - Early Childhood Task Force Advisory Board
6. BOC - NCACC County Legislative Goals
7. Cabarrus County Schools - Culinary Arts Renovation
8. County Manager - FY 22 Funding Re-appropriations
9. DHS - Emergency Rental Assistance Program
10. DHS - Family Caregiver Support Program Grant
11. Finance - State Fiscal Recovery Funds
12. Finance - Update of Approved Institutions
13. Human Resources - Structure and Comp Projects
14. Planning and Development - Soil and Water Conservation District Board - Streamflow Rehabilitation Assistance Program
15. Procurement Office - Uniform Guidance for Federal Procurement
16. Register of Deeds - Refund of Excise Tax
17. Sheriff's Office - Acceptance of Bike Safe Grant Award
18. Tax Administration - Refund and Release Reports - July 2022

**G. NEW BUSINESS**

1. Planning and Development - Appeal of Order to Take Corrective Action - Public Hearing 6:30 p.m.

**H. REPORTS**

1. BOC - Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Budget - Monthly Budget Amendment Report
4. Budget - Monthly Financial Update
5. County Manager - Monthly Building Activity Reports
6. County Manager - Monthly New Development Report
7. EDC - July 2022 Monthly Summary Report

**I. GENERAL COMMENTS BY BOARD MEMBERS**

**J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY**

**K. CLOSED SESSION**

**L. ADJOURN**

**Scheduled Meetings**

September 6	Work Session	4:00 p.m.	Multipurpose Room
September 19	Regular Meeting	6:30 p.m.	BOC Meeting Room

October 3	Work Session	4:00 p.m.	Multipurpose Room
October 17	Regular Meeting	6:30 p.m.	BOC Meeting Room
October 19	Cabarrus Summit	6:00 p.m.	Cabarrus Arena

**Mission:** Through visionary leadership and good stewardship, we will administer state requirements, ensure public safety, determine county needs, and provide services that continually enhance quality of life.

**Vision:** Our vision for Cabarrus is a county where our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers.

**Cabarrus County Television Broadcast Schedule**  
**Cabarrus County Board of Commissioners' Meetings**

The most recent Commissioners' meeting is broadcast at the following days and times. Agenda work sessions begin airing after the 1st Monday of the month and are broadcast for two weeks up until the regular meeting. Then the regular meeting begins airing live the 3rd Monday of each month and is broadcast up until the next agenda work session.

<b>Sunday - Saturday</b>	<b>1:00 P.M.</b>
<b>Sunday - Tuesday</b>	<b>6:30 P.M.</b>
<b>Thursday &amp; Friday</b>	<b>6:30 P.M.</b>

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.