CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

CALL TO ORDER BY THE CHAIRMAN

PLEDGE OF ALLEGIANCE

INVOCATION

Dan Marshall, Capital Ministries, Local Government Ministry

A. APPOINTMENT AND SWEARING IN

1. BOC - Board of Commissioner Appointment and Swearing In Pg. 4

B. BOARD ORGANIZATION

1. Board of Commissioners - Election of Chairman Pg. 5
2. Board of Commissioners - Election of Vice Chairman Pg. 7
3. Board of Commissioners - Comments from Chairman and Vice Chairman Pg. 9

C. APPROVAL OF THE AGENDA

1. BOC - Changes to the Agenda Pg. 10

D. RECOGNITIONS AND PRESENTATIONS

1. Proclamation - Reverend Dr. Martin Luther King, Jr. Day Pg. 14
2. Recognition - Budget - Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award Pg. 17

E. INFORMAL PUBLIC COMMENTS

F. OLD BUSINESS

G. 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 - 2026 Fees and Charges and Policy Pg. 22
2. Boards and Committees - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TCC) - Appointment Pg. 27
3. Boards and Committees - Human Services Advisory Board - Removal Pg. 29
4. Boards and Committees - Nursing Home Community Advisory Committee - Appointment Pg. 32
5. Boards and Committees - Tourism Authority - Removal Pg. 36
6. BOC - Resolution Establishing the Board of Commissioners' 2026 Meeting Schedule Pg. 39
7. Cabarrus Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract Pg. 44
8. Cabarrus Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract Pg. 149
9. Cooperative Extension - Amendments to Chapter 32, Code of Ordinances, “Farmland Preservation” Pg. 254
10. County Manager - Burg Church Property Pg. 277
11. DHS- Transportation 5310 Elderly and Handicap Budget Amendment Pg. 281
12. Risk and Safety - Annual Bond Approval - Deputy Finance Director Pg. 284
13. Risk and Safety - Annual Bond Approval - Finance Director Pg. 285
14. Risk and Safety - Annual Bond Approval - Register of Deeds Pg. 286
15. Risk and Safety - Annual Bond Approval - Sheriff Pg. 287
16. Risk and Safety - Annual Bond Approval - Tax Administrator Pg. 288
17. Tax Administration - Refund and Release Reports – November 2025 Pg. 289

H. NEW BUSINESS

1. Budget - FY27 Budget Update Pg. 300
2. County Manager - Appropriation of Funds Pg. 324

I. REPORTS

1. BOC - Receive Updates From Commission Members Who Serve As Liaisons To Municipalities Or On Various Boards/Committees Pg. 333
2. BOC - Request for Applications for County Boards/Committees Pg. 334
3. Budget - Monthly Budget Amendment Report Pg. 347
4. Budget - Monthly Financial Update Pg. 350
5. Communications and Outreach - Monthly Summary Report Pg. 356
6. County Manager - Cabarrus Arena and Events Center Financial Report Pg. 360

7. County Manager - Monthly Building Activity Reports Pg. 404
8. EDC - November 2025 Monthly Summary Report Pg. 410
9. Fire Marshal - Cabarrus County Fire Services Monthly Report Pg. 412
10. Super Cab Co - Monthly Report Pg. 458

J. GENERAL COMMENTS BY BOARD MEMBERS

K. CLOSED SESSION

1. Closed Session - Consult with Attorney and Acquisition of Real Property Pg. 464

L. RETURN TO OPEN SESSION

M. ADJOURN

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.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
APPOINTMENT AND SWEARING IN

SUBJECT:
BOC - Board of Commissioner Appointment and Swearing In

BRIEF SUMMARY:
Consider appointment of Ian Patrick to fill the current vacancy on the Board of Commissioners as recommended by the Cabarrus County GOP Executive Committee as required by NCGS 153A-27.1. Swearing in to follow official appointment.

REQUESTED ACTION:
Recommended Motion:

Motion to appoint Ian Patrick to the Cabarrus County Board of Commissioners.

EXPECTED LENGTH OF PRESENTATION:
5 Minutes

SUBMITTED BY:
On behalf of the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
BOARD ORGANIZATION

SUBJECT:
Board of Commissioners - Election of Chairman

BRIEF SUMMARY:
According to the Cabarrus County Board of Commissioners' Rules of Procedure, the Board organization structure is addressed at the December regular session meeting in odd-numbered years. The main goal of the Board Organization agenda item shall be the election of a chair and vice-chair for the ensuing year. The County Manager will preside over the meeting until the chair is elected.

REQUESTED ACTION:
1. Open the floor for nominations for Chairman.
2. Close nominations.
3. Motion to elect a Chairman.

EXPECTED LENGTH OF PRESENTATION:
5 Minutes

SUBMITTED BY:
Ariadne Olvera, Clerk to the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
BOARD ORGANIZATION

SUBJECT:
Board of Commissioners - Election of Vice Chairman

BRIEF SUMMARY:
According to the Cabarrus County Board of Commissioners' Rules of Procedure, the Board organization structure is addressed at the December regular session meeting in odd-numbered years. The main goal of the Board Organization agenda item shall be the election of a chair and vice-chair for the ensuing year. The County Manager will preside over the meeting until the chair is elected.

REQUESTED ACTION:
1. Open the floor for nominations for the position of Vice Chairman.
2. Close nominations.
3. Motion to elect a Vice Chairman.

EXPECTED LENGTH OF PRESENTATION:
5 Minutes

SUBMITTED BY:
Ariadne Olvera, Clerk to the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
BOARD ORGANIZATION

SUBJECT:
Board of Commissioners - Comments from Chairman and Vice Chairman

BRIEF SUMMARY:
The newly elected Chairman and Vice Chairman may wish to address the Board and viewing audience.

REQUESTED ACTION:
Receive comments from the Chairman and Vice Chairman.

EXPECTED LENGTH OF PRESENTATION:
5 Minutes

SUBMITTED BY:
Ariadne Olvera, Clerk to the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Approval of the Agenda

SUBJECT:
BOC - Changes to the Agenda

BRIEF SUMMARY:
A list of changes to the agenda is attached.

REQUESTED ACTION:
Recommended Motion:

Motion to approve the agenda as amended.

EXPECTED LENGTH OF PRESENTATION:
1 Minute

SUBMITTED BY:
Ariadne Olvera, Clerk to the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Changes to the Agenda

- Supplemental Changes to the Agenda

CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
December 15, 2025

ADDITIONS:

New Business
H-2 County Manager - Appropriation of Funds

Closed Session
K-1 Closed Session - Consult with Attorney

CABARRUS COUNTY BOARD OF COMMISSIONERS
SUPPLEMENTAL CHANGES TO THE AGENDA
December 15, 2025

UPDATED:

New Business
H-1 Budget – FY27 Budget Update

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Recognitions and Presentations

SUBJECT:
Proclamation - Reverend Dr. Martin Luther King, Jr. Day

BRIEF SUMMARY:
The following proclamation designates January 19, 2026 as Reverend Dr. Martin Luther King, Jr. Day in Cabarrus County.

REQUESTED ACTION:
Recommended Motion:

Motion to adopt the proclamation.

EXPECTED LENGTH OF PRESENTATION:
3 Minutes

SUBMITTED BY:
Ariadne Olvera, Clerk to the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- Proclamation



PROCLAMATION

WHEREAS, Reverend Dr. Martin Luther King, Jr., was born on January 15, 1929 in Atlanta, Georgia, and devoted his life to fighting poverty, injustice and racism in America; and

WHEREAS, Reverend Dr. King, through his practice of non-violent protest, promoted the importance of love, peace and freedom for humankind and challenged America to honor its promise of liberty and justice for all citizens; and

WHEREAS, during his lifetime, Reverend Dr. King sought to forge the common ground on which individuals of all ages, races and backgrounds could join together to address important community issues and provide service to their community; and

WHEREAS, the third Monday in January has been established as a national holiday to observe the anniversary of Reverend Dr. King's birth and commemorated as a national day of service; and

NOW THEREFORE, the Cabarrus County Board of Commissioners hereby proclaims Monday, January 19, 2026 as Reverend Dr. Martin Luther King, Jr. Day in Cabarrus County and encourages all citizens to join in the special programs and ceremonies to be held throughout the county honoring the life and work of Reverend Doctor King and his legacy of peace and equality for all citizens.

Adopted this 15th day of December, 2025.

_____
Chairman
Cabarrus County Board of Commissioners

Attest:

_____
Ariadne Olvera, Clerk to the Board

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Recognitions and Presentations

SUBJECT:
Recognition - Budget - Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award

BRIEF SUMMARY:
Cabarrus County has been awarded the Government Finance Officers Association's (GFOA) Distinguished Budget Presentation Award. The award represents a significant achievement. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. To receive the budget award, nationally recognized guidelines had to be satisfied.

Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

REQUESTED ACTION:
No action is required.

EXPECTED LENGTH OF PRESENTATION:
10 Minutes

SUBMITTED BY:
Rosh Khatri, Budget Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- Budget Award
- Result Letter
- Press Release

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

Cabarrus County
North Carolina

For the Fiscal Year Beginning

July 01, 2025

Christopher P. Morrill

Executive Director

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

November 11, 2025

Rashmikant Khatri
Budget Director
Cabarrus County, North Carolina

Dear Rashmikant:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning July 2025. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments**. Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award**. A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition**. When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

Michele Mark Levine

Michele Mark Levine
Director, Technical Services Center

GOVERNMENT FINANCE OFFICERS ASSOCIATION

NEWS RELEASE

FOR IMMEDIATE RELEASE

11/11/2025

For more information, contact:
Technical Services Center
Phone: (312) 977-9700
Email: budgetaward@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association is pleased to announce that **Cabarrus County, North Carolina** received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

There are over 1,900 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 25,000 members and the communities they serve.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Active Living and Parks - 2026 Fees and Charges and Policy

BRIEF SUMMARY:
The Active Living and Parks Department reviews the Department Fees and Charges and the Fees and Charges Policy each year. The Fees and Policy are effective for the Calendar Year instead of the Fiscal Year.

Minimal requested changes this year include:

Policy

- Changes to reservation policy (IV) removing date restrictions for cabin and tent site two night requirement on Friday and Saturday, requiring the two night requirement year-round.

Fees and Charges

- Standardizing rental time for Camp T.N. Spencer Park indoor facilities (Helms & Propst) to full day rental time and adjust fees accordingly.
- Add $50.00 Frank Liske Park Barn set-up fee.
- Increase Active Living Center personal training session price from $35 to $40 per hour.
- Addition of a drop in fitness class pass at standard rate for Active Living Centers.

The ALP Commission reviewed and approved the proposed changes at the November 20, 2025 Meeting.

REQUESTED ACTION:
Recommended Motion:

Motion to approve the proposed changes to the 2026 Active Living and Parks Departments' Fees and Charges and Fees and Charges Policy.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Byron Haigler- Active Living and Parks Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- ALP- 2026 Fees & Charges proposed changes

Active Living & Parks

Proposed changes to current ALPs Fees & Charges for 2026

Page 5 - Camp T.N. Spencer Rentals

Currently:

Facilities Fees & Charges			
Camp T.N. Spencer Park			
Facility Name	**Capacity**	**½ Day**	**Full Day**
Helms Hall *	75 (50 in winter)	$80.00	$160.00
Propst A Building *	49	$50.00	$100.00
Propst B Building *	49	$50.00	$100.00
Tent Sites (7 available) *	6 people/2 tents	$15.00 per night	
Cabins (6 available) *	6	$65.00 per night	

Proposed:

- Standardize rental times for Camp Spencer indoor facilities (Helms Hall, Propst A, Propst B) to full day rental time and adjust rental fees accordingly.
    - Winter hours 9 am to 4 pm
        - Helms Hall, increase rental fee to $130.00
        - Propst A Building, increase rental fee to $80.00
        - Propst B Building, increase rental fee to $80.00
    - Spring/Summer hours 10 am to 7 pm
        - Helms Hall increase rental fee to $160.00
        - Propst A Building, increase rental fee to $100.00
        - Propst B Building, increase rental fee to $100.00
- Require (2) night minimum rental for all cabins and tent sites year-round.

Page 6 Frank Liske Park Rentals

Active Living & Parks

Currently:

Frank Liske Park			
Facility Name	**Capacity**	**½ Day**	**Full Day**
Barn – Shed 1	50	$60.00	$120.00
Barn – Shed 2	80	$100.00	$200.00
Barn – Lower Level*	100	$400.00	
Barn – Upper Level*	100	$500.00	
*Barn rental price reduced $100.00 for Winter hours (November 1 - February 28)			

Proposed:

- Add $50.00 Barn Set-up Fee

<u>Page 10 Active Living Center Events & Activities</u>

Currently:

pg. 2

Active Living Center Events & Activities	
Classes/Programs/Special Events	$3.00 and up
Fitness & Wellness Classes per hour	$4.00 and up
Personal Fitness Training	$35.00 per hour (minimum 6 hours)
Senior Games	$ 3.00 and up
NOTE: All activity fees are based on direct costs. Supplies may be additional. These fees are subject to change based on actual costs, rentals, increase in participants, unforeseen circumstances, etc., during the fiscal year.	

Proposed:

- Increase Personal Fitness Training cost to $40.00 per 1 hour session.
- Add an option for a day of/drop in pass at same class fee rate.
    - Opportunity for (waitlisted) participant to participate in the class.
    - Opportunity to have full class.

pg. 3

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Boards and Committees - Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TAC) and Transportation Advisory Committee (TCC) - Appointment

BRIEF SUMMARY:
Each year the Board of Commissioners must appoint or reappoint representatives to the Cabarrus-Rowan Metropolitan Planning Organization Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC).

Staff respectfully requests that Phil Collins, Planning Supervisor, be appointed as the Cabarrus County TCC representative and that Susie Morris, Planning and Development Director, be appointed as the alternate representative.

REQUESTED ACTION:
Recommended Motion:

Motion to appoint Phil Collins, Planning Supervisor, as the Cabarrus County TCC representative and Susie Morris, Planning and Development Director, as the alternate representative for one-year terms ending December 31, 2026.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Susie Morris, Planning and Development Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Boards and Committees - Human Services Advisory Board - Removal

BRIEF SUMMARY:
Shannon Lancaster has resigned from the Human Services Advisory Board. It is requested to remove her from the advisory board and thank her for her service.

REQUESTED ACTION:
Recommended Motion for the Regular Meeting:

Motion to remove Shannon Lancaster from the Human Services Advisory Board and thank her for her service.

EXPECTED LENGTH OF PRESENTATION:
1 Minute

SUBMITTED BY:
Aalece Pugh, Assistant County Manager

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Membership List

Human Services Advisory Board

Name	*Seat*	*Appointment*	*Term Expiration*	*Number of Terms*	*Number of Boards Serving*
Human Services Advisory Board					
Dr. Heather Anderson	1	2/20/2023	2/28/2026	1	1
Erin Shoe	2	11/18/2024	6/30/2026		2
Shannon Lancaster	3	2/18/2025	12/31/2025		1
Patricia West	4	11/20/2023	12/31/2026	1	1
Angel Lugo	5	6/17/2024	6/30/2027	2	1

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Boards and Committees - Nursing Home Community Advisory Committee - Appointment

BRIEF SUMMARY:
Anethris Coretta Grant has completed all state program requirements and training and will be a great addition to the team.

It is requested by the advisory committee to appoint Anethris Coretta Grant to fill vacant seat #2 for a one-year term to expire December 31, 2026.

REQUESTED ACTION:
Recommended Motion:

Motion to appoint Anethris Coretta Grant to the Nursing Home Community Advisory Committee for a one-year term expiring December 31, 2026; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Ariadne Olvera, Clerk to the Board
Rachel Kiel, Regional Ombudsman

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Training Status
- Membership List

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF AGING AND ADULT SERVICES
OFFICE OF THE STATE LONG-TERM CARE OMBUDSMAN

COMMUNITY ADVISORY COMMITTEE
ORIENTATION TRAINING STATUS

Applicant's Name: Anethris Coretta Grant **Quarter:** Fall
Regional Ombudsman's Name: Rachel Kiel
Region: F **County:** Cabarrus
Date: September 25, 2025
County Committee: ☐ Adult Care Home ☒ Nursing Home ☐ Joint
Beginning Date of Orientation Training: September 23, 2025

Assigned Group: Group A

Week	Group A ☒ Tuesday, Wednesday, Thursday 5:30 p.m. - 7:30 p.m.			Group B ☐ Tuesday - Friday 10:00 a.m. - 4:00 p.m.	Group C ☐ Tuesday - Friday 10:00 a.m. - 4:00 p.m.
1	September 23, 2025	September 24, 2025	September 25, 2025	October 28, 2025 October 29, 2025 October 30, 2025 October 31, 2025	December 9, 2025 December 10, 2025 December 11, 2025 December 12, 2025
2	September 30, 2025	October 1, 2025	October 2, 2025		
3	October 7, 2025	October 8, 2025	October 9, 2025		

Applicants are expected to complete all of the Community Advisory Committee (CAC) Orientation training before being certified, designated, and appointed as a CAC volunteer/member. The training consists of three phases in the following order:

Phase I	Phase II	Phase III
Independent Study	**Field Work Orientation**	**Classroom Orientation**
(7) hours of independent study/homework (independent, web-based, webinars)	(10 – 14) hours of facility visitation to speak with staff members and residents of the facilities you will be serving. At least half, (5 – 7) hours of Facility visitation must be completed prior to entering Phase III of training. **All facility hours must be completed before the end of Phase III.**	(16 – 20) hours of State Office classroom orientation 1. Modules 1 – 10 2. Depending on Group Schedule selections available, classes can run from 1 – 3 weeks.

As a CAC applicant, an attestation form was signed expressing orientation training must be completed within 90 days of application. Below is a summary of your application status. By signing this form, you are agreeing to perform your required duties as a CAC ombudsman volunteer and that you understand your responsibilities as a representative of the Long-Term Care Ombudsman's program. You are now ready for appointment by your local County Commissioners.

Summary: You have successfully completed the required 36-hours of CAC orientation training. Congratulations on becoming a CAC volunteer!

Application Status: Approved.

CAC Applicant's Signature: A. Coretta Grant DATE: 11/5/25

SLTCO Trainer's Signature: Shelia C. Ward DATE: 11/7/2025

Updated:9/25/2025

Nursing Home Community Advisory Committee

Name	*Seat*	*Appointment*	*Term Expiration*	*Number of Terms*	*Number of Boards Serving*
Nursing Home Community Advisory Committee					
Sandi Lane	1	9/18/2023	9/30/2026	3	1
Wendy Betts	2	7/21/2025	7/31/2026	1	1
Vacant #2	3				
Vacant #3	4				
Vacant #4	5				
Vacant #5	6				
Vacant #6	7				
Vacant #7	8				
Vacant #8	9				
Vacant #9	10				
Vacant #10	11				
Vacant #11	12				

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Boards and Committees - Tourism Authority - Removal

BRIEF SUMMARY:
Angela Brown retired on November 1, 2025. She held Seat #8 Hotelier on the Tourism Authority. It is requested by the advisory board to remove her from the roster and thank her for her service.

REQUESTED ACTION:
Recommended Motion:

Motion to remove Angela Brown as the Seat #8 Hotelier representative on the Tourism Authority and thank her for her service.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Ariadne Olvera, Clerk to the Board
Donna Carpenter, CVB President and CEO
John Mills, CVB Executive Vice President

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Membership List

Tourism Authority

Name	*Seat*	*Appointment*	*Term Expiration*	*Number of Terms*	*Number of Boards Serving*
Tourism Authority					
Kelly Sifford	BOC Member or County Manager #4	10/20/2025	6/30/2027		1
Devante' Watkins	Hotelier #7	7/21/2025	6/30/2028	1	1
Kenny Wortman	At-Large #1	2/18/2025	6/30/2026		
Nominated By Cabarrus County Tourism Authority					
Lloyd Payne	At-Large #5	6/17/2024	6/30/2027	1	1
Angela Brown	Hotelier #8	7/21/2025	6/30/2028	2	1
Matthew Long	Tourism Activist #2	7/21/2025	6/30/2026		1
Steve Steinbacher	Tourism Activist #10	6/19/2023	6/30/2026	2	1
Vinay Patel	Hotelier #11	6/17/2024	6/30/2027	2	1
Jennifer Teague	At-Large #12	7/21/2025	6/30/2028	1	1
Nominated By Cabarrus Regional Chamber of Commerce					
Melissa Ewart	Hotelier #6	6/17/2024	6/30/2027	1	1
James Ross	At-Large #9	7/21/2025	6/30/2028	1	1
Alison Paladino	At-Large #3	6/19/2023	6/30/2026	1	1

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
BOC - Resolution Establishing the Board of Commissioners' 2026 Meeting Schedule

BRIEF SUMMARY:
The following resolution establishes the Boards' meeting schedule for 2026.

Regular meetings that will fall on Tuesday due to holidays are:
* January 20, 2026 (Martin Luther King, Jr.)
* February 17, 2026 (President's Day)
* July 21, 2026 (Conference)

Work sessions that will fall on Tuesday due to holidays are:
* April 7, 2026 (Easter)
* September 8, 2026 (Labor Day)

REQUESTED ACTION:
Recommended Motion:

Motion to approve the resolution.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Ariadne Olvera, Clerk to the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Resolution

RESOLUTION
ESTABLISHING THE REGULAR MEETING SCHEDULE
FOR CALENDAR YEAR 2026

WHEREAS, the regular agenda work sessions of the Cabarrus County Board of Commissioners are currently held on the first Monday of each month at 5:00 p.m. in the Multipurpose Room at the Governmental Center; and

WHEREAS, the regular meetings of the Board of Commissioners are held on the third Monday of each month at 6:00 p.m. in the Commissioners' Meeting Room at the Governmental Center; and

WHEREAS, the Cabarrus County Board of Commissioners' 2026 meetings may be conducted remotely in a virtual setting, as allowed by the Board's Remote Participation Policy; and

WHEREAS, the Martin Luther King, Jr. holiday requires a change in the regular meeting date in January 2026; and

WHEREAS, Presidents' Day requires a change in the regular meeting date in February 2026; and

WHEREAS, the Easter holiday requires a change in the agenda work session meeting date in April 2026; and

WHEREAS, the NACo Legislative Conference requires a change in the regular meeting date in July 2026; and

WHEREAS, the Labor Day holiday requires a change in the agenda work session meeting date in September 2026; and

WHEREAS, North Carolina General Statute 153A-39 requires that the Board hold an organizational meeting the first Monday in December for each even numbered year; and

WHEREAS, on the first Monday in December of even numbered years, it is customary for the Board to hold a reception and swearing-in ceremony at the Governmental Center honoring incoming and outgoing elected officials prior to the commencement of the organizational meeting; and

WHEREAS, the organizational meeting will be held in the Board of Commissioners' Meeting Room and begin at 6:00 p.m.; and

WHEREAS, the December agenda work session will be held in the Board of Commissioners' Meeting Room and will commence upon the conclusion of the organizational meeting (on or about 6:15 p.m.).

NOW, THEREFORE, BE IT RESOLVED, the Cabarrus County Board of Commissioners, pursuant to North Carolina General Statute 153A-40(a), does hereby:

(1) Establish the Board's regular agenda work session schedule to meet at 5:00 p.m. (unless noted otherwise) in the Multipurpose Room at the Governmental Center on the following dates:

January 5, 2026	July 6, 2026
February 2, 2026	August 3, 2026
March 2, 2026	September 8, 2026 *(Tuesday)*
April 7, 2026 *(Tuesday)*	October 5, 2026
May 4, 2026	November 2, 2026
June 1, 2026*	December 7, 2026

*Commissioner's Meeting Room at 5:30 p.m.

(2) Establish the Board's regular meeting schedule to meet at 6:00 p.m. in the Commissioner's Meeting Room at the Governmental Center on the following dates:

January 20, 2026 *(Tuesday)*	July 21, 2026 *(Tuesday)*
February 17, 2026 *(Tuesday)*	August 17, 2026
March 16, 2026	September 21, 2026
April 20, 2026	October 19, 2026
May 18, 2026	November 16, 2026
June 15, 2026	December 21, 2026

(3) Sets quarterly summits scheduled at 6:00 p.m. at the following locations:

January 7, 2026	Cabarrus Arena
April 1, 2026	TBD
July 1, 2026	TBD
October 7, 2026	TBD

(4) The Board will hold a Budget Public Hearing at the June 1, 2026 Work Session meeting at 5:30 p.m. in the Commissioners Meeting Room at the Governmental Center; and

(5) Sets a Board retreat, to be held in the Multipurpose Room at the Governmental Center on February 27, 2026 at 5:00 p.m. and February 28, 2026 at 8:00 a.m.; and

(6) Sets the NACo Legislative Conference in Washington, DC, on February 21 - 24, 2026; and

(7) Sets the NCACC County Assembly Day and Legislative Reception in Raleigh, North Carolina on TBD; and

(8) Sets budget workshop meetings on April 14, 2026 and June 4, 2026 from 5:00 – 9:00 p.m. in the Multipurpose Room in the Governmental Center; and

(9) Sets the NACo Annual Conference in Orleans Parish, New Orleans, Louisiana on July 17 - 20, 2026; and

(10) Sets the NCACC Annual Conference in Durham County, North Carolina on TBD; and

BE IT FURTHER RESOLVED that any recessed, special or emergency meeting will be held as needed with proper notice as required by North Carolina General Statute 153A-40.

Approved this the 15th day of December, 2026.

_____
Chairman
Cabarrus County Board of Commissioners

Attest:

_____
Ariadne Olvera, Clerk to the Board

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Cabarrus Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract

BRIEF SUMMARY:
Cabarrus Soil and Water Conservation District wishes to formally accept a $245,442.00 Agriculture Development and Farmland Preservation Trust Fund grant from the North Carolina Department of Agriculture and Consumer Services. The purpose of the grant is to purchase a permanent conservation easement on a portion of Wilburn Williams Family Farm farmland. The contract calls for the County to provide an in-kind match in the form of staff and/or purchased services, which are already included in the SWCD budget. The landowner and USDA Natural Resource Conservation Service are also providing matching funds.

REQUESTED ACTION:
Recommended Motion:

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

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Amy Cook, Resource Conservation Easement Specialist

BUDGET AMENDMENT REQUIRED:
Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Contract
- Budget Amendment

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

November 13, 2025

Daniel McClellan, Senior Resource Conservation Coordinator/Manager
Cabarrus Soil and Water Conservation District
715 Cabarrus Avenue West, Room 301
Concord, NC 28027-6214

NOTIFICATION OF FUNDING OFFER

Dear Daniel:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Farmland Preservation Division, I am pleased to inform you that **$245,442.00** for your project, **Wilburn Williams Family Farm 2 Conservation Easement**, was approved under the Agricultural Development and Farmland Preservation Trust Fund.

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 and submit the scanned copy electronically, or to complete electronic signature documents as provided by ADFP Trust Fund staff at the signatory's request. To return a hand-signed and scanned contract packet, or to request a digital/electronic signature contract packet, email ADFP Trust Fund Grant Specialist Kelsey Pearce at kelsey.pearce@ncagr.gov.

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. For hand signatures, 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.

One fully-executed, 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 Corey Hoilman at 919-707-3069, or feel free to send an email to corey.hoilman@ncagr.gov.

I would like to take this opportunity to thank you for participating in the ADFP Trust Fund to conserve North Carolina's farmland and family farm operations.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

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

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State/Other Funded)

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 Soil and Water Conservation District

PROJECT TITLE/NAME: Wilburn Williams Family Farm 2 Conservation Easement

CONTRACT #: 26-027-4004 **TRACKING #:** ADFP-CAB-18-ACE-004

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	Scope of Work (includes Timeline and Line Item Budget)		Yes		No		Yes		No
	Yes		No	Terms and Conditions		Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No

Rev. 6/17, 4/22, 9/22

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Departmental Use Only

AGENCY: 1000
ACCOUNT: 601450-56400008-1001012-0000000-2025-000000-0000000000-0000-000000-00000
AMOUNT: $245,442.00
TIME PERIOD: 10/1/2025 - 9/30/2028

North Carolina Department of Agriculture and Consumer Services
Farmland Preservation Division

Agricultural Development and Farmland Preservation Trust Fund – Government

CONTRACT #: 26-027-4004
ADFP TRACKING #: ADFP-CAB-18-ACE-004

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Farmland Preservation Division**, (the "Agency") and **Cabarrus Soil and Water Conservation District**, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000281, is physically located in Cabarrus County (District 8), and is further located at 715 Cabarrus Avenue West, Room 301, Concord, NC 28027.

The purpose of this Contract is to encourage the preservation of qualifying farmland and to foster the growth, development, and sustainability of family farms. The Grantee's project title is **Wilburn Williams Family Farm 2 Conservation Easement**. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 6/30.

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. Scope of Work, including Timeline, Line-Item Budget, and Budget Narrative
3. Terms and Conditions

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 10/1/2025 and shall terminate on 9/30/2028 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. Per the *Conservation Easement Contract Grantee Duties and Reporting Requirements* in the attached Scope of Work, a request for an amendment must be submitted to the Farmland Preservation Director 60 days before the end of the contract.

This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. This request must provide proper documentation for the hardships that delayed completing the grant project and a revised timeline to complete the conservation easement project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:

a. Death, severe illness or incapacitation of a landowner;
b. The Grantee has applied for federal funding and has not yet received a funding notification;
c. The Grantee has federal funds under contract and has not yet received approval to release federal funds;
d. Contractor-related delays associated with the production of required due diligence documents;
e. Environmental issues requiring a Phase II environmental site assessment;
f. Title or domestic issues, including but not limited to concerns that prevent title certification, boundary line disputes, access or right-of-way issues, bankruptcy, liens, or subordination refusals.

In accordance with 09 NCAC 03M .0703(4) all Parties agree to maintain, physical or digital, copies of all pertinent records for a period of five (5) years or until all audit expectations have been resolved, whichever is longer.

III. Grantee's Duties:

The Grantee shall provide the services as described in the attached Scope of Work.

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 $245,442.00.

This amount consists of $245,442.00 in State funds.

[X] a. The Grantee's minimum matching requirement is $36,816.30, which consists of:

	In Kind	$
	Cash	$
	Other – Cash and In Kind:	$36,816.30

[X] b. The Grantee has secured or has committed to apply for an additional $456,259.50 to complete the project as described in the Scope of Work. The Grantee shall notify the

Agency within 30 days of notification of additional funding decisions. If the funding decision has impacts on the project, the Agency will need to be notified of the impacts within the 30 days stated above.

The total Contract amount – the award amount plus the minimum in required matching funds – is $282,258.30.

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:

The Grantee shall provide the Agency with progress reports, both financial and programmatic, for due diligence items.

Due Diligence Items	Yearly Budget and Progress Report Due Dates
Easement Parcel ID Suite	180 days
Legal Conservation Suite	270 days
Final Legal Conservation Documentation Suite	365 days or with final payment request

Three budget and progress reports are due per contract year to document due diligence progress, and to track funds spent and match requirements. For easements not recorded in the first 365 days, the reporting process will repeat itself during each subsequent contract year.

If the specified items are not submitted at or prior to the reporting deadline, a due diligence extension must be filed before the reporting milestone has been reached. Each extension pushes out the due diligence date in **three-month** increments.

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that each employee has signed and approved by the appropriate supervisor, travel logs and invoices for in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

Due diligence items will be completed and submitted via the secure ShareFile Link supplied to the primary contact by the final date of the reporting period.

The Grantee will remain in compliance with the requirements set forth in this 09 NCAC 03m .0703(14), including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

IX. Payment Provisions:

The grantee shall provide the Agency with the appropriate reimbursement request (downloadable at www.ncadfp.org) and required documentation of performance and expenditures for associated grant reimbursement. Upon approval by the Agency, payment shall be made within 30 days. Ten percent (10%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

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 "Request for Reimbursement" form. Eligible uses of income earned are:

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

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 either a final invoice or a refund of any funds received but not expended. 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. See the Conservation Easement Contract Grantee Duties and Reporting Requirements document in the Scope of Work attachment for more details on payment provisions.

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: NCDA&CS IA Report Suspected Fraud, Waste, or Abuse Site.

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 PARCEL CARRIER	IF DELIVERED BY ANY OTHER MEANS
Corey Hoilman, Assistant Director 1001 Mail Service Center Raleigh, NC 27699-1001 Telephone: 919-707-3069 Email: corey.hoilman@ncagr.gov	Kelsey Pearce, ADFP Trust Fund Grant Specialist 2 W. Edenton St. Raleigh, NC 27601 Telephone: 919-707-3074 Email: kelsey.pearce@ncagr.gov Grants and Contracts email: agr.grants@ncagr.gov

For the Grantee:

GRANTEE CONTRACT ADMINISTRATOR - MAILING ADDRESS	GRANTEE PRINCIPAL INVESTIGATOR OR KEY PERSONNEL
Daniel McClellan, Senior Resource Conservation Coordinator/Manager Cabarrus Soil and Water Conservation District 715 Cabarrus Avenue West, Room 301 Concord, NC 28027-6214 Telephone: (704) 920-3300 x2 Email: wdmcclellan@cabarruscounty.us	Amy Cook, Resource Conservation Easement Specialist Cabarrus Soil and Water Conservation District 715 Cabarrus Avenue West, Room 301 Concord, NC 28027-6214 Telephone: (704) 920-3300 x2 Email: alcook@cabarruscounty.us

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:

a. Will implement or already have implemented adequate internal controls over disbursements.
b. 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
c. Assure adequate control of signature stamps/plates.
d. Assure adequate control of negotiable instruments; and
e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIV. Outsourcing and Subcontracting:

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.

It is the Grantee's responsibility to adhere to the following if subcontracting transpires:

a. The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.

b. The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.

XV. 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.

XVI. N.C.G.S. §132-1.10 Personal Identifying Information

N.C.G.S. §132-1.10(a-h) outlines the use and prohibition of the social security number and/or other personal identifying information for illegitimate or unlawful reasons. In execution of this Contract, you attest, for your entire organization, its employees, agents, and/or contractors, you will protect all social security numbers and/or other personal identifying information from illegitimate or unlawful usage according to applicable North Carolina General Statues and Policies set forth.

XVI. 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: Cabarrus Soil and Water Conservation District

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title

North Carolina Department of Agriculture and Consumer Services
Counter-Signature Authority

Date:

N. David Smith
Chief Deputy Commissioner

Scope of Work Attachment Contents for the Standard Conservation Easement Appraisal Program:

a. Scope of Work and Map

b. Easement Restriction Acknowledgement Form

c. ADFP Trust Fund Conservation Easement Contract Grantee Duties and Reporting Requirements

d. Line-Item Budget with Narrative and Project Timeline

e. Entity and Landowner Agreement to Purchase an Agricultural Conservation Easement

f. Easement Holder Approval Form

g. Subcontractor Approval Form

h. Conservation Easement Template

i. Survey Requirements and Checklist

j. Appraisal Checklist

k. Environmental Audit Requirements and Checklist

l. Baseline Documentation Report Requirements and Checklist

m. Closing Agent Requirements for Easement Programs

n. ADFP Trust Fund Monitoring Policies

Scope of Work

The purpose of this contract is to place a perpetual agricultural conservation easement on **+/- 45.7** acres of **Wilburn Williams Family Farm 2 Conservation Easement** in **Cabarrus County**.

Landowner name(s):
Wilburn Williams Family Farm LLC

Physical Address:
15425 Hopewell Church Road, Midland, NC 28107

Latitude and Longitude:
35.205508999999999, -80.503662000000006
5555132141, 5553027322

Parcel Identification Number (PIN):
5555132141 5553027322

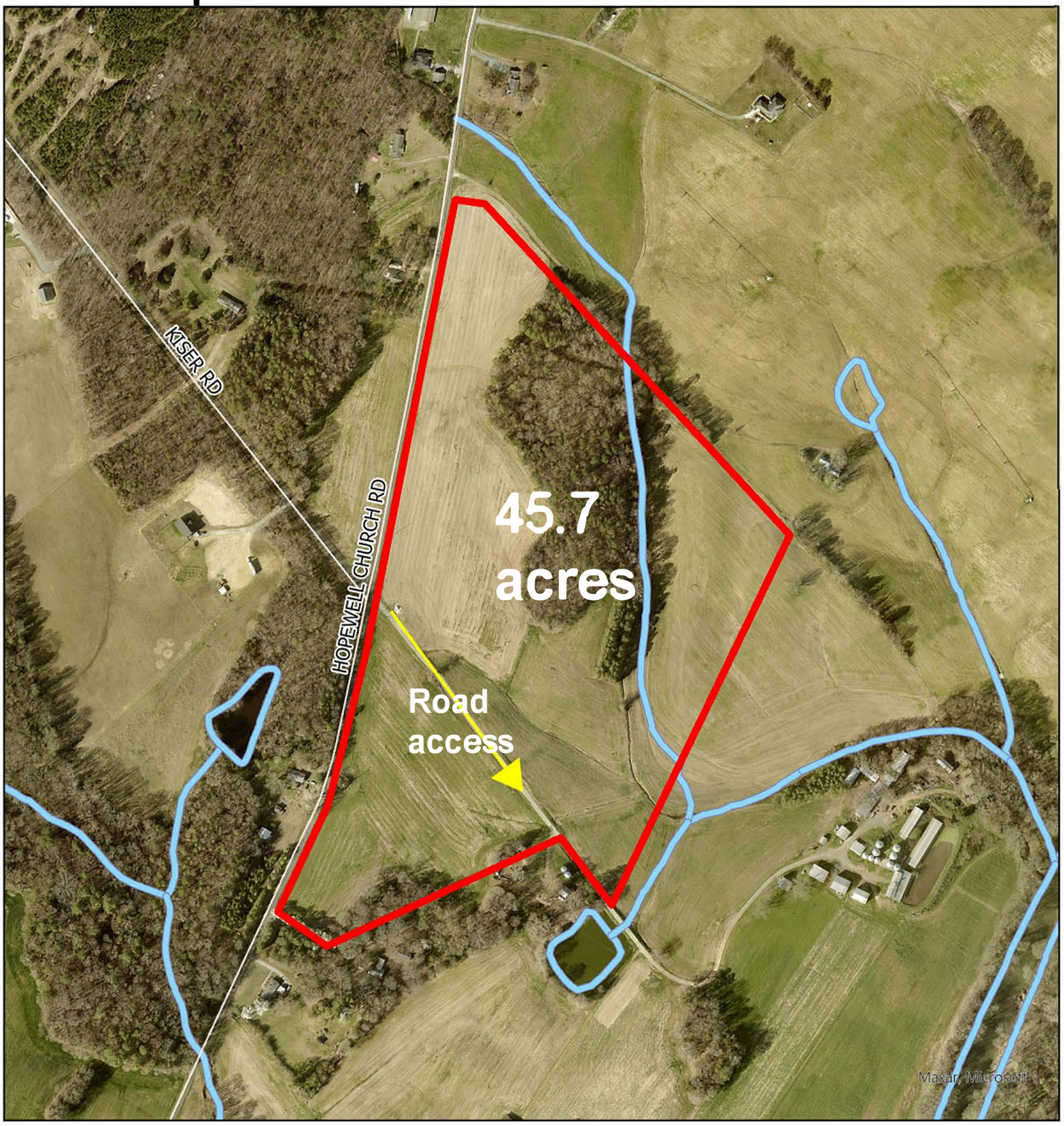
Grantee:
Cabarrus Soil and Water Conservation District

Number of Recorded Easements:
One

Additional Funding Sources (secured or unsecured):
Statewide ALE

Attached is a map of the proposed conservation easement:

Proposed Easement Boundaries



0 0.17 0.35 0.7 Miles

Legend

Kip1
cabarrusgis.CAB_DBO.St
YadkinHydro

Aerial 2023 - 9 Inch.sid

N

Grantees:

The conservation easement project may <u>NOT</u> proceed without the signed and notarized Easement Restriction Acknowledgement Form.

<u>EACH</u> landowner must provide a signed and notarized Easement Restriction Acknowledgement Form.

The Grantee will use the conservation easement template as identified in the grant contract. Easement templates version may change due to:

- Partnership funding changes
- Addition or subtraction of Building Envelope

Please note: The conservation easement language may differ between the various templates. Grantees and landowners are responsible for reviewing the conservation easement template for their individual projects. The Grantee is responsible for transmitting the appropriate easement template to **<u>all landowners</u>** and submitting the signed and notarized Easement Restriction Acknowledgement Form(s) to the Agency electronically and the original copy by certified mail. In the event of a conservation easement template change, the easement-holding entity is responsible for providing the new template to the landowner for review.

<u>Each landowner, including marital interests in the property, must submit an individually signed form.</u>

N.C. Agricultural Development and Farmland Preservation Trust Fund (NCADFPTF) Easement Program (check only one):

☐ NC ADFPTF Easement
☐ NC ADFPTF and County or NGO Easement
☐ NC ADFPTF and USDA-NRCS ALE Easement
☐ NC ADFPTF and USDA-NRCS RCPP Easement
☐ NC ADFPTF and US Air Force Easement
☐ NC ADFPTF and US Navy Easement
☐ NC ADFPTF, USDA-NRCS ALE, and US Air Force Easement

Landowner/Grantor (name & address below**):**

_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below**):**

_____
_____
_____, _____ _____

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Easement Restriction Acknowledgement Form

I, _____, attest to reading the conservation easement template attached herein.

With my signature below, I acknowledge, as a landowner:

- The conservation easement template will be used for the subject property and in the prescribed format with no changes beyond fillable fields and optional sections.
- The conservation easement restricts or prohibits certain activities, such as Development, Subdivision, Surface and Subsurface Mineral Exploration and Extracting, Dumping and Trash, Structures and Improvements, Signage, and a Limitation on Impervious Surfaces.
- I retain certain rights and responsibilities, such as the Right to Farm, the Right to Privacy, the Right to Use the Protected Property for Customary Rural Enterprises, Allowable Construction, Recreational Improvements, Utility Services, Septic Systems, Fuel Storage, Forest Management and Timber Harvest, Water Rights, Land Application, Natural Resource Restoration and Enhancement Activities, and Pond Creation and Wetland Restoration.
- I have the ongoing responsibility of paying taxes, upkeep and maintenance, a notice of sale or transfer of the property, managing the land in accordance with defined erosion control practices that are addressed to highly erodible land, and allowing monitoring visits with reasonable advance notice.
- I represent the title warranty and environmental warranty of the property, and the conservation easement shall be servitude running with the land in perpetuity or, for the set number of years determined by the conservation easement, and every provision of this conservation easement that applies to the current landowner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors.
- I have had the opportunity to be represented by counsel of the landowner's choice and fully understand the landowner is hereby permanently relinquishing property rights that would otherwise permit the landowner to have a fuller use and enjoyment of the property.

_____ _____
Landowner Signature Conservation Easement Project Name

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State,

do hereby certify that _____ personally appeared before me this day and

acknowledge to me that he or she signed the foregoing document.

Witness my hand and official stamp or seal this _____ day of _____, 20_____.

_____ (Official Seal)
Official Signature of Notary

My commission expires: _____

1. The Grantee shall serve as the primary point of contact for all correspondence (written/digital, verbal, in-person) related to the conservation easement project. The Grantee shall be included in all correspondence related to subcontractors (appraisers, surveyors, attorneys) and landowners to ensure compliance with privacy laws, monitor budget expenditures, maintain transparency in communications, and prevent fraud, abuse, and waste.

2. If other funding partners (e.g., USDA, DoD, county government) are included in the conservation easement project, the Grantee shall be responsible for obtaining approvals for conservation easement deliverables from each funding partner. If deliverable requirements differ among funding partners, the Grantee shall be responsible for coordinating with each funding partner to ensure compliance with the requirements of each program. The Grantee shall ensure that all correspondence related to these approvals and requirements, across all modes of communication, is shared with the Agency.

3. The Grantee is responsible for developing, facilitating the development, or ensuring the completion of all conservation easement deliverables required in this Contract and submitting them via the secure ShareFile Link provided by the Agency. The Grantee shall complete all required deliverables and outputs in accordance with the prescribed standards in this Contract. All required deliverables and outputs must be created or updated according to the terms and conditions of this Contract and dated within the contract period.

4. The Grantee shall use the conservation easement template and deliverables checklists provided by the Agency, which may be periodically updated to reflect changes in applicable federal, state, or local laws, administrative codes, regulations, case law, program rules, or industry best practices. The Grantee is responsible for implementing and complying with the most current version of the deliverables checklist as updated and communicated by the Agency unless otherwise directed. Failure to utilize the updated conservation easement template or deliverables checklist may result in non-compliance with the terms of this agreement.

5. The Grantee is responsible for the submission of all Requests for Initial Payments, Requests for Reimbursement, Budget and Progress Reports, Final Reports, and all required documentation to support these documents.

6. The Grantee is responsible for procuring subcontractors. All subcontractors must meet the qualifications and work output requirements detailed in the applicable deliverables checklist. All subcontractors must complete the applicable forms attached to this Contract and be approved by the Grantee and NCDA&CS ADFPTF. The Grantee shall make every effort to procure subcontractors at a rate less than or equal to the amount in the line-item budget in this Contract.

7. The NCDA&CS ADFPTF conservation easement contract is a three-year contract. The first contract year is to complete the conservation easement project, including recording the conservation easement. The remainder of the term is reserved for the completion of the conservation easement project due to documented hardships. **The Grantee agrees to record the Wilburn Williams Family Farm 2 Conservation Easement within the first year of the three-year Contract,**

following the timeline below. Failure to follow the deliverable timeline is a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF.

8. If the Grantee fails to record an approved conservation easement according to the terms and conditions of this Contract within the contract period, the Grantee is responsible for repaying all funds expended.

9. The deliverable timeline is arranged by six suites of documents and must be submitted in the order identified below. The first deliverable required is a signed and notarized Easement Restriction Acknowledgement Form that must be submitted in the first 60 days of the contract period. The Grantee is responsible for securing qualified staff or subcontractors to complete due diligence items. The Grantee will supply the attached checklists to these individuals and will submit the associated qualification verification form with the appropriate document suite. NCDA&CS and other funding partners MUST approve all items in the suite before continuing to the next suite.

10. If the Protected Property contains Highly Erodible Cropland and/or at least 20 acres of contiguous forest land, an Agricultural Land Easement Plan (the "ALE Plan") prepared by Grantee in consultation with the landowner and a professional resource manager, including, but not limited to, NRCS, the local Soil and Water Conservation District, and North Carolina Forest Service is required. The ALE Plan will be developed using the standards and specifications of the NRCS Field Office Technical Guide. However, the landowner or Grantee may develop and implement an ALE Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The Grantee agrees to update the ALE Plan, in consultation with the landowner, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan will be kept on file with the Grantee.

11. Due diligence items will be completed and submitted via the secure ShareFile link supplied to the primary contact by the final date of the reporting period.

12. If the items are not submitted at the reported deadline, a due diligence extension must be filed before the report deadline. Each extension pushes out the due diligence date in **three-month** increments. Budget and progress reports are still required every three months if an extension is requested.

13. A first-year budget and progress report MUST be filed 30 days prior to the end of year one. If a budget and progress report is not submitted with a due diligence extension request citing approved hardship, the Grantee will be considered in breach of Contract. Failure by the Grantee to initiate deliverables on the conservation easement project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF.

Required Grantee Deliverables Within the First Contractual Year

*Must be **provided in the following order as a complete suite** and submitted in Word or PDF electronic format for upload to the Sharefile folder sent to the primary contact.*

Deliverables (Documents)	Due Date
1. **Easement Restriction Acknowledgement Form** o Must be Signed and Notarized	Within 60 days
Easement Parcel Identification Suite Part A 1. **Completed and Signed Closing Attorney Checklist** 2. **Signed Attorneys' Preliminary Title Opinion** Must certify title for a period of at least sixty years 3. **Preliminary Title Commitment** 4. **Insured Closing Protection Letter** 5. **Copies of Vesting Deeds, Maps, tax parcel card, and ALL Exceptions on title** 6. **Preliminary Conservation Easement Survey** 7. **Written confirmation from the lienholder of cancellation or subordination of all liens, judgments, deeds of trust** 8. **Written confirmation from the landowner that ALL leases, recorded and unrecorded, will be subordinated or cancelled**	Within 150 days of the beginning date of the grant contract
Easement Parcel Identification Suite Part B 1. **Certified Development Rights Appraisal**, dated within the contract period and less than 365 days prior to closing, OR with an appraisal update or recertification of value. 2. **GIS Shapefiles of Easement**	Within 180 days of the beginning date of the grant contract
Land Management Documents Suite 1. **Environmental Audit**, including Hazardous Materials Checklist and Landowner Interview, and Signed Environmental Opinion 2. **Conservation Plan**, if applicable 3. **Forestry Plan**, if applicable 4. **Preliminary Baseline Documentation Report** with applicable Conservation Plan and Forestry Plan, Environmental Audit	Within 210 days of the beginning date of the grant contract and no less than 60 days before the scheduled conservation easement recording date
Legal Conservation Document Suite 1. **Conservation Easement** in final form with all **Applicable Exhibits** 2. **Title Commitment** with NCDA&CS approved legal description and approved amount of insurance coverage and named insured 3. **Signed Subordination Agreement, Proof of Payoff or Proof of Cancellation**, if applicable 4. **Signed Preliminary HUD (Settlement) Statement** with NCDA&CS holdback language included 5. **Signed Conservation Easement Closing Check Request Form** ***Final closing check requests will not be processed until all completed documents are approved.***	Within 270 days of the beginning date of the grant contract, no less than 30 days before the scheduled easement recordation, and no less than 30 days before the contract end date.
Final Legal Conservation Document Suite 1. **Recorded Conservation Easement** 2. **Recorded Survey** 3. **Final Title Opinion,** signed by the closing attorney 4. **Final Title Policy** 5. **Signed HUD (Settlement) Statement** 6. **Signed Baseline Documentation Report,** including applicable Conservation Plan and Forestry Plan, Environmental Audit, and Conservation Easement Survey; includes Signed Landowner and entity Acknowledgement Form 7. **Request for Final Payment** 8. **Recorded Subordination Agreement**, if applicable 9. **Acquisition-specific documents as required by NCDA&CS legal staff**	Due within 20 working days (28 calendar days) following the recording date of the easement *Please note: the release of holdback funds will not be authorized until all post-closing documents are submitted and approved. Failure to do so may result in the loss of grant funds.*

14. The Grantee shall provide the Agency with progress reports, both financial and programmatic, for due diligence items.

Due Diligence Items	Yearly Budget and Progress Report Due Dates
Easement Parcel ID Suite	180 days
Legal Conservation Suite	270 days
Final Legal Conservation Documentation Suite	365 days or with final payment request.

Three budget and progress reports are due per contract year to document due diligence progress, and to track funds spent and match requirements. For easements not recorded in the first 365 days, the reporting process will repeat itself during each subsequent contract year.

If the specified items are not submitted at or prior to the reporting deadline, a due diligence extension must be filed before the reporting milestone has been reached. Each extension pushes out the due diligence date in **three-month** increments.

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that each employee has signed and approved by the appropriate supervisor, travel logs and invoices for in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

Deliverables will be completed and submitted via the secure ShareFile Link supplied to the Grantee by the final date of the reporting period.

15. The Grantee shall use the selected easement template. The selection of the appropriate template is based on partnership funding used to secure the conservation easement, the term of the easement, the valuation method used, and the presence or absence of building envelopes. The Grantee shall use the conservation easement template at the time of contract execution or subsequent versions. The easement templates are downloadable at www.ncadfp.org:

    ☑ **ADFPTF-USDA Template Easement**

    If funding partners or building envelopes change, the Grantee shall use the latest version of the approved conservation easement template to meet the updated conditions.

    The Agency legal counsel and Farmland Preservation Director must approve additions, omissions, or modifications of said template. The final "Conservation Easement" must meet with Agency approval to remain eligible for funding.

16. An initial payment is a one-time request to receive grant funds to initiate conservation easement deliverables. The Grantee may request no more than $25,000 for an initial payment. If the total award amount is less than or equal to $27,780.00, no more than 90% of the total grant amount may be requested for an initial payment. An initial payment is not required by the Grantee.

17. The Grantee must pay all allowable costs for conservation easement deliverables to be eligible for reimbursement. No grant payments, except for the easement closing check, shall be issued to other persons or entities, based on invoices, unpaid timesheets, or other pending balances.

18. The Agency shall only provide reimbursements through the Contract to the Grantee.

19. Impervious surface will not exceed two percent (2%) of the Protected Property, excluding Soil and Water Conservation District or NRCS-approved conservation practices. Impervious surfaces are defined as materials that do not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings, with or without flooring, paved areas, solar panels, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads.
    - The Grantee may request a waiver above the 2% by completing the attached Impervious Surface Limit Waiver.
    - No impervious surface waivers will be accepted on projects with partner funding through USDA-NRCS RCPP.

20. The Grantee shall provide the Agency with the appropriate reimbursement request (downloadable at www.ncadfp.org) and required documentation of performance and expenditures for associated grant reimbursement. The Agency shall make payments to the Grantee on the following guidance:
    - No more than $25,000 if the grant award is $27,778 or greater, and up to 90% of the grant if the award is less than $27,778 before the recording of the "Conservation Easement."
    - All payment requests must document the purpose of using grant funds and be within the approved amounts designated in the contract grant budget.
    - At the time of a properly recorded "Conservation Easement," the Agency shall pay the Grantee no more than 90% of the awarded grant amount.
    - The Grantee shall ensure that **45.7 acres** are placed under an agricultural easement with no more than a 5% variance in recorded easement acreage without the prior written approval of the Agency.
        - The allowable 5% variance is between **47.985 acres** and **43.415 acres**.
        - If the variance is greater than 5% of the contracted acres and is greater than the acres listed above, the additional acreage will be approved under one of the following scenarios:
            - The additional acres are included in the original parcels, and the variance is due to Conservation Easement Survey updates.
            - The additional acres are parcels or areas within the original parcels under the same ownership as the original parcels, are in working lands use, and are within, adjacent, or contiguous to the original parcels.
        - If the variance is greater than 5% of the contracted acres and is less than the acres listed above, the grant funds for conservation easement purchase will be reduced proportionally based on the new acreage.
    - The division of the funds used to purchase the agricultural easement from matching resources and Agency resources must be maintained, as noted in the grant contract budget. The Grantee may request the Agency for an exception to the division of funds if the Agency is the only entity providing easement funding.
    - For the Standard Conservation Easement Appraisal Program, the Agency easement purchase shall not exceed 50% of the appraised easement value. If the Agency is the only

grantor of funds used to secure the conservation easement recording, the Grantee may request in writing with sound reasoning for the Agency payment to exceed 50% of the appraised easement purchase value.

- At no time shall the total payment of grant funding exceed the grant contract value.
- The Agency shall decrease the contract award amount based on the current conservation easement appraisal.
- All Grantee payments must have receipts of expenditures to verify the use of funding per contracted purposes.
- The Agency shall make the payment within 60 days of any grant reimbursement request by the Grantee with approved documentation.

21. The Grantee will use the selected conservation easement purchase funding program:

☑ **Standard Conservation Easement Appraisal Program**

The Certified Development Rights Appraisal must be completed per the ADFPTF Conservation Easement Appraisal Requirements and Checklist based on the funding sources for the easement purchase. Final conservation easement values must be determined by a Certified Development Rights Appraisal dated within the contract period and dated less than 365 days prior to closing. Supplemental appraisals, updated opinion letters, or reaffirmation letters by the appraiser for the original appraisal are acceptable if a closing occurs 365 days after issuance of the Certified Development Rights Appraisal, provided the appraiser certifies the land value with an updated effective date of valuation.

22. The conservation easement closing payment request shall be submitted in writing using the Easement Closing Check Request form by the Grantee 30 days before the set closing date, provided the following items have been achieved:
    - All closing documents (conservation easement, HUD statement, title commitment, and subordination agreement if required) have been reviewed and approved by ADFPTF and NCDA&CS legal staff.
    - The Grantee is in "Green" status based on the Grantee Risk Assessment Guide. This status requires all progress/budget reports, monitoring reports, audit reports, and other reporting documents to be current with the Agency.
    - The Grantee has followed the contractually obligated work schedule as detailed in the grant contract. If the Grantee fails to maintain the contractual agreement between NCDA&CS and the Grantee, NCDA&CS ADFPTF shall consider additional measures to ensure the Grantee follows department policies and contract procedures.
    - The proposed conservation easement closing date shall be no less than 30 days before the contract end date. This timeline eliminates the risk of losing grant funds due to the Contract's expiration.
    - All involved parties, including ADFPTF, Grantee, landowners, and all funding partners with a financial interest in the conservation easement, will confirm the closing date.
    - The closing check will be submitted to the closing attorney named in the grant contract, provided all required information provided by the Grantee is complete and approved by ADFPTF and NCDA&CS legal staff.

- If a contract is at risk of not being completed, NCDA&CS may provide alternatives to reduce that risk, including revisions of the holdback provisions or the payment delivery options for services rendered by contractual arrangement.

The accounts payable function is outside the Farmland Preservation Division. The Agency cannot guarantee a conservation easement closing check will be processed in less than 30 days.

If required deliverables on the Easement Closing Check Request are incomplete, incorrect, or require additional edits or revisions, the Agency reserves the right to hold the Easement Closing Check Request until ADFPTF and NCDA&CS legal staff provide final approval.

23. The Grantee shall not schedule a conservation easement closing without prior approval of NCDA&CS legal staff.

24. The Grantee shall also submit a final grant report. In the final report, the Grantee shall provide all budget/progress reports, the final request for payment, and an accounting of the final match claimed by the Grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1) (1). Grant contract budgeting and payments shall holdback 10% on all line items until ADFPTF receives all required reports and documentation. The full ADFPTF easement funding allocated for easement purchase may be submitted at closing, provided the closing attorney holds the 10% in escrow until all recorded documents and reports, including the recorded conservation easement, recorded survey, final title opinion signed by the closing attorney, final title policy, recorded subordination agreement (if applicable), signed HUD statement, and signed baseline documentation report, have been received and approved by NCDA&CS. The final report and all invoices are due within 20 working days (28 calendar days) following the closing and recording date of the conservation easement. If the Grantee fails to provide the final report and required supporting documentation within the required period, the Grantee may not receive reimbursement and shall be considered ineligible for reimbursement.

25. The Grantee may request a lowering of the holdback percentage, provided the following criteria have been met:
    - An official request to the Commissioner of Agriculture with reasoning why the 10% holdback is an undue burden and a proposed revised holdback percentage.
    - The Grantee has no record of infractions or late reports for ADFPTF within the last two years from the revised holdback percentage request date.
    - If an infraction or late report occurs during the grant contract period, the holdback percentage shall be reinstated at 10% or higher as a corrective measure.

26. If the Grantee has not provided all closing documents and progress/budget reports 60 days before the Contract's end date, the Grantee may request in writing on organizational letterhead a one-year contract **extension** of the grant to the Farmland Preservation Director.
    - Extension requests and all required documentation must be received by the NCDA&CS ADFPTF a minimum of 60 days prior to the contract termination date. For NCDA&CS ADFPTF contracts that do not include associated requests for USDA-NRCS funding issued under an initial two-year term, a maximum of two extension requests for one year each may be granted, bringing the maximum term to four years. For contracts with associated requests for USDA-NRCS funding issued under an initial three-year term, a maximum of

one extension request for one year may be granted, bringing the maximum term to four years.

- This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. This request must provide proper documentation for the hardships that delayed completing the grant project and a revised timeline to complete the conservation easement project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:
    a. Death, severe illness, or incapacitation of a landowner;
    b. The Grantee has applied for federal funding and has not yet received a funding notification;
    c. The Grantee has federal funds under Contract and has not yet received approval to release federal funds;
    d. Contractor-related delays associated with the production of required due diligence documents;
    e. Environmental issues requiring a Phase II environmental site assessment;
    f. Title or domestic issues, including but not limited to concerns that prevent title certification, boundary line disputes, access or right-of-way issues, bankruptcy, liens, or subordination refusals.

  All other requests for continuing the conservation easement project shall be determined on a case-by-case basis. If approved, the project may continue beyond the original contract end date. If denied, the Grantee must repay any grant funding from the NCDA&CS ADFPTF. Note: Failure by the Grantee to initiate deliverables on the conservation easement project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. All other grant contract extension requests shall follow the protocols outlined in the NCDA&CS ADFPTF grant contract.
- An emergency request for a fifth contract year may be granted only in the event of landowner death, severe illness, or incapacitation.

27. If the Grantee has not provided all closing documents and progress/budget reports 30 days before the Contract's end date, the Grantee may request an emergency contract extension of the grant to the Commissioner of Agriculture. This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. All other grant contract extension requests shall follow the protocols outlined in the NCDA&CS ADFPTF grant contract.

28. If applicable, additional requirements that must be addressed **prior to closing** will be listed below:

    N/A

29. After recording the "Conservation Easement" in the Register of Deeds Office, the Grantee shall annually notify the landowner and conduct a monitoring visit to the property to ensure that the easement agreement is being upheld. If structures are permitted under the easement, the Grantee shall review plans and monitor construction for compliance with the plans. Grantee monitoring shall be completed in accordance with the Agency's "Conservation Easement Monitoring Policy and Guidelines" and amendments thereto. The Grantee shall electronically complete and submit to the Agency the "Grantee Monitoring Report – Perpetual or Term Easement" to report its annual monitoring findings. The "Grantee Monitoring Report – Perpetual or Term Easement" is accessed

through a portal at www.ncadfp.org. The first "Grantee Monitoring Report – Perpetual or Term Easement" is due by December 31 of the following calendar year after the "Conservation Easement" recording and annually thereafter.

30. The Grantee shall complete all reports in a prescribed format, which the Agency shall provide. Reports and required documentation must be up-to-date for the Grantee to receive payments.

31. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support from the NCDA&CS ADFP Trust Fund." The NCDA&CS ADFP Trust Fund logo or NC Forever Farms logo (digital versions of which can be downloaded from the Agency website at www.ncadfp.org) shall be displayed in all the Grantee's publicity and printed materials relating to this grant.

32. The Grantee will submit all reports and requested documents electronically unless instructed differently by Agency staff.

33. Non-compliance with Grantee duties will result in an immediate suspension of existing Agency grant funding. The Grantee shall be ineligible for further Agency grants until the non-compliance is corrected, and the Agency has acknowledged the correction and is in good standing.

    The Agency shall use the following guidance in placing a Grantee in non-compliance:

Frequency of Adverse Actions	***Severity of Consequences***		
	Low Severity	**Medium Severity**	**High Severity**
High Frequency	Medium Risk	High Risk	High Risk
Medium Frequency	Low Risk	Medium Risk	High Risk
Low Frequency	Low Risk	Medium Risk	Medium Risk

Definitions:

- High Frequency: Five or more times per reporting period
- Medium Frequency: Three or four times per reporting period
- Low Frequency: One or two times per reporting period
- Low Severity: These adverse actions cause disruptions and delays to the division.
- Medium Severity: These adverse actions put the Grantee out of compliance with the terms of grant contracts and reporting requirements.
- High Severity: These adverse actions cause significant financial, programmatic, or legal issues that jeopardize the Grantee's status as an eligible grant recipient.

Review Period

- ADFP Trust Fund staff will notify Grantees in a timely manner, no more than one month, of any late reports.

- Reports shall be considered delinquent 90 days after the reporting deadline.

Adverse Actions

- Low Frequency, Low Severity: Low Risk
    - Failure to return one or two completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- Medium Frequency, Low Severity: Low Risk
    - Failure to return three or four completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- High Frequency, Low Severity: Medium Risk
    - Failure to return five or more completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue, but no grant contracts may be offered.
- Low Frequency, Medium Severity: Low Risk
    - One or two late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- Medium Frequency, Medium Severity: Medium Risk
    - Three or four late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue but no grant contracts may be offered.
- High Frequency, Medium Severity: High Risk
    - Five or more late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.

    - One or more late budget and progress reports or monitoring reports in the two previous reporting periods. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests is discontinued, and no grant contract may be offered.
- Low Frequency, High Severity: Medium Risk
    - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of one or two conservation easement projects. The reporting period is annual.
    - Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for one or two agricultural development projects or agricultural plans. The reporting period is annual.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue but no grant contracts may be offered.
- Medium Frequency, High Severity: High Risk
    - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of three or four conservation easement projects. The reporting period is annual.
    - Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for three or four agricultural development projects or agricultural plans. The reporting period is annual.
    - Material weakness found in audit. Remain at high risk until it is corrected.
    - All grant payments are frozen. The Grantee is not eligible for an ADFP Trust Fund grant application or Contract.
- High Frequency, High Severity: High Risk
    - One or more late budget and progress reports, conservation easement deliverables report, or monitoring reports in the three previous reporting periods. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
    - Named on the North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL). The reporting period is weekly.
    - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of five or more conservation easement projects. The reporting period is annual.

- Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for five or more agricultural development projects or agricultural plans. The reporting period is annual.
- All grant payments are frozen. The Grantee is not eligible for an ADFP Trust Fund grant application or Contract.

34. The grant contract budget and project timeline are attached:

Conservation Easement Budget Worksheet - Southwestern Region

Date Created:

Farm Name:	Wilburn Williams Family Farm 2
Applicant Organization:	Cabarrus Soil and Water Conservation District
County of Farm:	Cabarrus

Line Item	ADFP Trust Fund	Projected USDA NRCS ALE/RCPP Match	Projected Nonprofit Match	Projected Landowner Donation	Projected County Match	Projected Other Match	Match Total	Total Project Value
Appraisal							$ -	$ -
Attorney Fees	$ 5,100.00				$ 5,100.00		$ 5,100.00	$ 10,200.00
Baseline Documentation Report	$ 3,700.00				$ 3,700.00		$ 3,700.00	$ 7,400.00
Closing Costs (Recording Fee, Title Insurance	$ 1,500.00				$ 1,500.00		$ 1,500.00	$ 3,000.00
Easement Purchase	$ 210,817.50	$ 421,635.00		$ 210,817.50			$ 632,452.50	$ 843,270.00
Environmental Assessment / Audit	$ 3,200.00				$ 3,200.00		$ 3,200.00	$ 6,400.00
Personnel / Administrative							$ -	$ -
Stewardship Endowment	$ 6,324.50			$ 6,324.50	$ 6,324.50		$ 12,649.00	$ 18,973.50
Survey	$ 14,800.00				$ 14,800.00		$ 14,800.00	$ 29,600.00
Travel							$ -	$ -
Totals	**$ 245,442.00**	**$ 421,635.00**	**$ -**	**$ 217,142.00**	**$ 34,624.50**	**$ -**	**$ 673,401.50**	$ 918,843.50

Easement Size (Acres)	45.710	Allowable acreage variance:	47.996	43.425

Notes: Cost average maximums for the region have been entered - if you wish to request **LESS** funds please adjust. Stewardship endowment funds are a maximum of three (3) percent of the final ADFP Trust Fund easement purchase value. If requesting stewardship endowment grant funds, there **must** be a secured cash match of equal or greater value.

Wilburn Williams Family Farm 2 Timeline

Quarter (Grant Year 1)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2025 – December 31, 2025	Easement Restriction Acknowledgement Form, Personnel and Administrative	$0.00	$0.00	$0.00
January 1, 2026 – March 31, 2026	Easement Parcel Identification Suite Part A Easement Parcel Identification Suite Part B	$0.00	$0.00	$0.00
April 1, 2026 – June 30, 2026	Land Management Documents Suite Legal Conservation Document Suite Target Date for Easement Closing Suite	$21,700.00	$21,700.00	$43,400.00
July 1, 2026 – September 30, 2026	Final Legal Conservation Document Suite Request for Final Payment	$223,742.00	$651,701.50	$875,443.50
Grant Year 1 Subtotals		$245,442.00	$673,401.50	$918,843.50

Quarter (Grant Year 2)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2026 – December 31, 2026				
January 1, 2027 – March 31, 2027				
April 1, 2027 – June 30, 2027				
July 1, 2027 – September 30, 2027				
Grant Year 2 Subtotals				

Quarter (Grant Year 3)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2027 – December 31, 2027				
January 1, 2028 – March 31, 2028				
April 1, 2028 – June 30, 2028				
July 1, 2028 – September 30, 2028				
Grant Year 3 Subtotals				
Entire Grant Period Totals		$245,442.00	$673,401.50	$918,843.50

OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

THIS OPTION TO PURCHASE A CONSERVATION EASEMENT ("Option") is made this 20th day of November by and between Wilburn Williams Family Farm LLC., ("Seller"); and the Cabarrus Soil and Water Conservation District ("Buyer").

RECITALS

A. For the purposes of notice, the addresses of the parties to this Option are:

SELLER:	BUYER:
Wilburn Williams Family Farm LLC 15425 Hopewell Ch. Rd Midland, NC 28107	Cabarrus Soil and Water Conservation District 715 Cabarrus Ave W. Concord, NC 28027

B. Property legal description as described at Register of Deeds (County Deed Book and Page) and as shown on the proposed conservation easement map on page 6 of this Option.

County	Deed Book and Page	Parcel Identification Number (PIN)
Cabarrus	3041 : 332	5553132141 5553027322

C. It is the intention of both the Seller and Buyer that +/- 45.71 acres of the Property is preserved with conservation easements and maintained for the preservation of use as crop, horticulture or forestry as described in N.C. General Statue 106 Article 61.

D. Seller acknowledges that Buyer enters into this Option in its own right.

E. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic, and recreational lands.

F. Seller acknowledges that Buyer enters into this Option Agreement as an initial step in the purchase of a conservation easement on +/- 45.71 acres of the Property. The value of the conservation easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and other funding partner agencies such as USDA or military.

G. By entering into this Option, Seller acknowledges that it will obtain independent tax counsel and be solely responsible for compliance with any requirement of the Code to substantiate the value of the conservation easement if claiming an IRS charitable contribution.

NOW, THEREFORE, for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Seller hereby voluntarily grants and conveys to the Buyer, and the Buyer hereby voluntarily accepts the exclusive and irrevocable option to Purchase a Conservation Easement on +/- 45.71 acres on the Property.
This option is given on the following terms and conditions:

1. **OPTION PERIOD.** This option shall remain in effect through four years from the date of the signatures in this contract.

2. **EXERCISE.** All rights granted by this Option shall be exercised upon posting, by certified mail, a written notice to the Seller at the first address stated in the Recitals above. Exercise shall be deemed timely if such written notice is mailed on or before the date set forth in Paragraph 1 above.

3. **CONSERVATION EASEMENTS.** The Conservation Easement on the Property to be conveyed by Seller

to Buyer, should Buyer exercise the Option granted herein, shall be in a form similar to the form of the draft conservation easement of the **ADFP Trust Fund Model Conservation Easement** as described in this contract and at www.ncadfp.org with such additional changes or modifications requested by Seller or Buyer, and agreed to by both parties with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners.

4. **PURCHASE PRICE.** The total purchase price of the Conservation Easement +/- 45.71 acres shall be payable in cash at closing. The fair market value of the Conservation Easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners. The Conservation Easement shall be fixed as noted on the attached land map.

5. **CLOSING.** Closing will take place at the offices of the Buyer's closing attorney or at such other place as the parties may mutually agree when the conditions for closing set out in this Option have been met.

6. **TITLE.**

(a) At closing, the Seller will convey the Conservation Easements to the Buyer. At the time of conveyance, the Property shall be free and clear of all liens, encumbrances, restrictions, rights or exceptions except for exceptions of record approved by Buyer.

(b) During the period of time between execution of this Option and the recordation of the Conservation Easements, should Buyer exercise the Option granted herein, Seller shall not encumber the Property nor shall they grant any interest in the Property to a third party without the prior written consent of Buyer.

7. **TITLE DEFECTS.** Buyer, at its expense, will have the title to the Properties examined. If for any reason the Seller cannot deliver the Conservation Easements at closing with title to the Properties in the condition required by Section 6 of this Option, Buyer may elect to: (a) accept the Conservation Easements with title to the Property as it is; (b) refuse to accept the Conservation Easements in which case the consideration paid for this Option shall be refunded; or (c) allow the Seller additional time to pursue all reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits. If Buyer elects to refuse to accept the Conservation Easements, or Seller desires to not pursue reasonable efforts to correct the problem, the rights pursuant to the Option granted herein shall be null and void and the rights of the parties hereto shall terminate, with neither party hereto having any further right or obligation one against the other pursuant to the terms hereof.

8. **DOCUMENTS FOR CLOSING.** The Seller shall execute and deliver at closing the Conservation Easements, any owner's affidavits or documents required by the Buyer's title insurance company to remove the standard title policy exceptions, and any other documents necessary to close in accordance with the terms of this Option.

9. **ACCESS.** The Buyer's obligations under this Option (if exercised) are contingent upon the Property having recorded, appurtenant, insurable legal access to a public road sufficient to allow the Buyer access to the Property to monitor the Conservation Easements.

10. **CONDITION OF PROPERTY.** During the period of time between execution of this Option and exercise of this Option, Seller shall do nothing to or with regard to the Property that shall damage or degrade the property, significantly alter its present appearance and value, or otherwise violate the terms of the proposed Conservation Easements. In the event of any adverse change in the condition of the Property, the Buyer may refuse to accept the Conservation Easements, in which case the consideration paid for this Option shall be refunded.

11. **ENCUMBRANCES.** Seller shall not during the period of time this Option remains in effect sell or contract to sell the Property or do any other act which might hinder the property's ability to enter the Conservation Easements.

12. **RIGHT OF ENTRY AND INSPECTION.** During the period of time this Option remains in effect, Buyer shall have the right, at its expense, to enter upon the Property at reasonable times to conduct an environmental inspection and assessment to detect hazardous or toxic substances, to have the title to the Property examined, and for other reasonable purposes related to this transaction. Buyer shall give notice in writing to Seller of any defects and objections to the title and Seller shall clear the title of defects and objections so specified within forty-five (45) days after notice thereof. In the event Seller cannot correct defects in or objections to the title so as to be able to deliver good and merchantable title free and clear of all liens, encumbrances, restrictions, and easements, Buyer may, at its election, cancel this Option, in which case the consideration paid for this Option shall be refunded. Based upon the results of the environmental inspection and assessment, the Buyer may elect to refuse to accept the conservation easement, in which case consideration paid for this Option shall be refunded.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby warrants and represents to Buyer the following matters and agrees to indemnify, defend and hold Buyer harmless from any loss or liability relating to these matters, with the intent that these representations, warranties and indemnities shall survive closing.

a. Title to the Property/Authority. Seller is the sole legal owner of the Property in fee simple. The Property is not now subject to any written option or agreement of sale. To the best of Seller's knowledge and belief, the Property is not now subject to any claim or legal proceeding except as set forth herein. Seller has the full power and authority to execute this Option and all agreements and documents referred to in this Option and to fully perform as required by this Option.

b. Condition of Property. Seller is not aware of any facts that would have adverse effect on the efficacy of the Conservation Easements in protecting the conservation values set forth in the Conservation Easements.

c. Hazardous Materials. The Property is not now nor, to the best of the knowledge and belief of the Seller, has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance, or regulation. No hazardous or toxic substance, material or waste, including without limitation asbestos or material containing or producing polychlorinated biphenyls (PCBs), is presently stored or located on the Property at levels greater than natural background concentrations. The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any hazardous or toxic substance, material, or waste.

d. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.

e. Non-foreign Status. To inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, Seller hereby certifies that Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment, or both.

f. No brokers. Seller represents that they have not engaged the services of a real estate broker in the sale or purchase, respectively, of any interest in this Property, and agree to indemnify Buyer from all such claims or liabilities resulting therefrom.

14. **NOTICE.** Any notice, consent or other communication permitted or required by this Option shall be in writing, and shall be given to the applicable party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery. Unless and until changed by written notice to the other party hereto, the addresses for notices given pursuant to this Option shall be the addresses listed for each party in Paragraph A of the Recitals above.

15. **LIQUIDATED DAMAGES; DEFAULT; SPECIFIC PERFORMANCE.**

a. a. Default and Specific Performance. If Seller defaults under this Agreement and fails to cure the same within thirty (30) days of written notice thereof, BUYER may elect, at Buyer's sole option: (i) to terminate this Option and be released from its obligations hereunder, in which event the consideration paid shall be returned to Buyer; or, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option (ii) to proceed against Seller for specific performance of this Option. In either event, Buyer shall have the right to seek and recover from Seller all damages suffered by Buyer as a result of Seller's default in the performance of its obligations hereunder. Damages may include reasonable expenditures performed on behalf of Seller in good faith to fulfill the Option. These include but not limited to travel, administrative, surveying, legal and specialized service fees, appraisals, documentations and reports pertaining to conservation easement implementation associated with the Option.

b. Other remedies. In addition to any other remedy specifically set forth in this Option, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option Buyer has the right to enforce the provisions of this Option through an action for injunctive relief or damages or through other proceedings in law or equity. The election of any one remedy available to Buyer under this Option shall not constitute a waiver of other available remedies.

16. **BINDING EFFECT.** This Option becomes effective when signed by parties hereto and shall then apply to and bind Seller and Buyer and their respective, heirs, executors, administrators, successors, and assigns.

17. **COMPLETE AGREEMENT.** This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Option or any written amendment shall be binding upon the parties.

18. **NOTICE OF OPTION.** Should this Option Agreement not be recorded, the parties agree to execute a Memorandum of Option for recording purposes if requested by either of the parties hereto, to be prepared and recorded at the expense of the requesting party.

19. **MISCELLANEOUS.**

a. No waiver. No provision of the Option shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. No act or failure to act by a party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.

b. Holidays. If any date set forth in this Option or computed pursuant to this Option falls on a Saturday, Sunday, or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

c. Attorneys' fees. In the event of any breach or default hereof by a party, the non-defaulting party shall be entitled to bring an action to recover its costs and expenses of litigation and settlement, including, without limitation, attorneys' fees and expenses, court costs, settlement costs, and experts' costs and fees.

d. Survivability. The provisions of this Option shall survive the closing of the Conservation Easement donation to Buyer.

e. Successors. This option and the contract resulting from the exercise thereof shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties.

IN TESTIMONY THEREOF, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

SELLER:

Printed Name: Kiplin Williams Velvet W. Linker

Signature: Kiplin Williams Velvet W. Linker **Date:** 11-20-2023

SEAL-STAMP	**NORTH CAROLINA,** Stanly **County**
TAMMI-SUE REMSBURG NOTARY PUBLIC Stanly County, NC My commission expires Oct 29 2027	The undersigned, a Notary Public for said County and State, does hereby certify that Kiplin Williams + Velvet Linker personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on November 20, 2023 Tammi-Sue Remsburg Notary Public My commission expires: Oct. 29, 2027

BUYER:

Printed Name: Daniel McClellan signed for Cabarrus Soil and Water Conservation District

Signature: Daniel McClellan **Date:** 11/20/23

SEAL-STAMP	**NORTH CAROLINA,** Stanly **County**
TAMMI-SUE REMSBURG NOTARY PUBLIC Stanly County, NC My commission expires Oct 27 2027	The undersigned, a Notary Public for said County and State, does hereby certify that Daniel McClellan, **as** manager (official title) of Cabarrus SWCD personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on November 20, 2023 Tammi-Sue Remsburg Notary Public My commission expires: Oct. 29, 2027

Conservation Easement Option Map:
Map to provide total estimated acres to receive to agricultural conservation easement. Any areas not the receive the agricultural conservation easement such as farmsteads must also be defined.

The Grantee will be the Easement Holder. If the Grantee and landowner(s) agree to another qualified entity as the Easement Holder, the ADFP Trust Fund must be notified in writing immediately.

The request must be approved by the Farmland Preservation Division Director no later than 60 days before the scheduled closing date.

Upon approval, all documents required in the conservation easement package must include the easement-holding entity.

Qualified entities include county governments, county soil and water conservation districts, or nonprofit conservation organizations as defined by 02 NCAC 58 .0103 (8).

The Grantee will continue to fulfill the Grantee's duties and responsibilities, subject to the terms and conditions of the contract. This includes, but is not limited to, serving as the primary point of contact for all correspondence, submitting budget and progress reports, final closing documents, and requests for payment.

Upon recording the conservation easement, the Easement Holder will assume all responsibilities for enforcement of the terms and conditions of the conservation easement, annual monitoring of the conservation easement, and submitting annual monitoring reports as detailed in the monitoring policy in this contract and the terms and conditions of the deed of conservation easement.

Include the name and type of the Easement Holder and contact information:

Entity Name:
Entity Type: ☐ County government ☐ County soil and water conservation district
☐ Nonprofit conservation organization
Contact Name:
Contact Email:
Contact Phone:

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Subcontractor Form

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

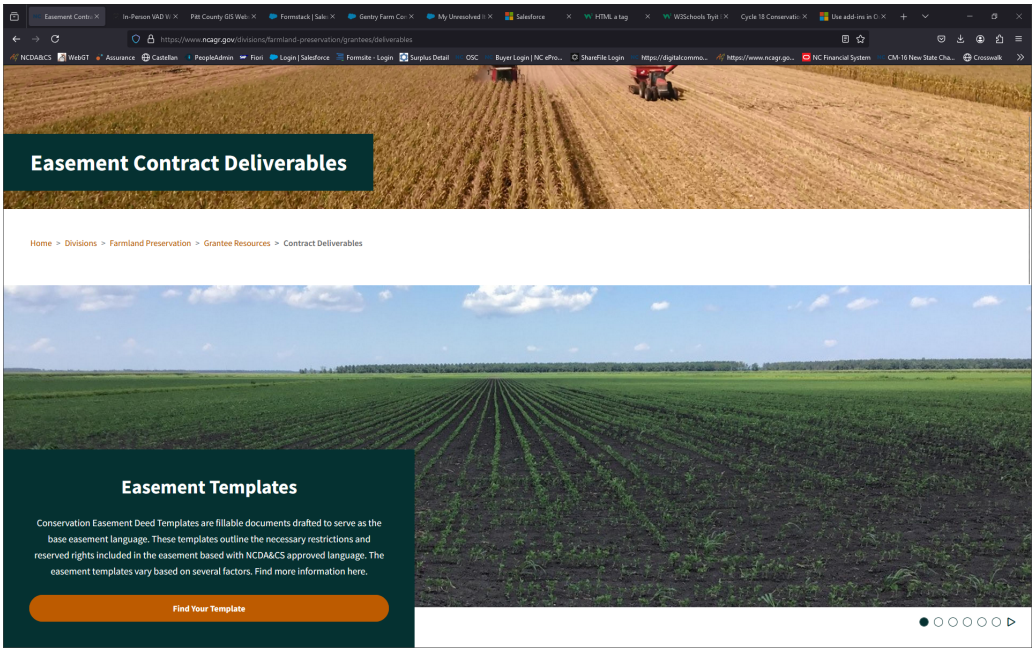
_____	_____	_____
Signature of Director	Name of Director	Date

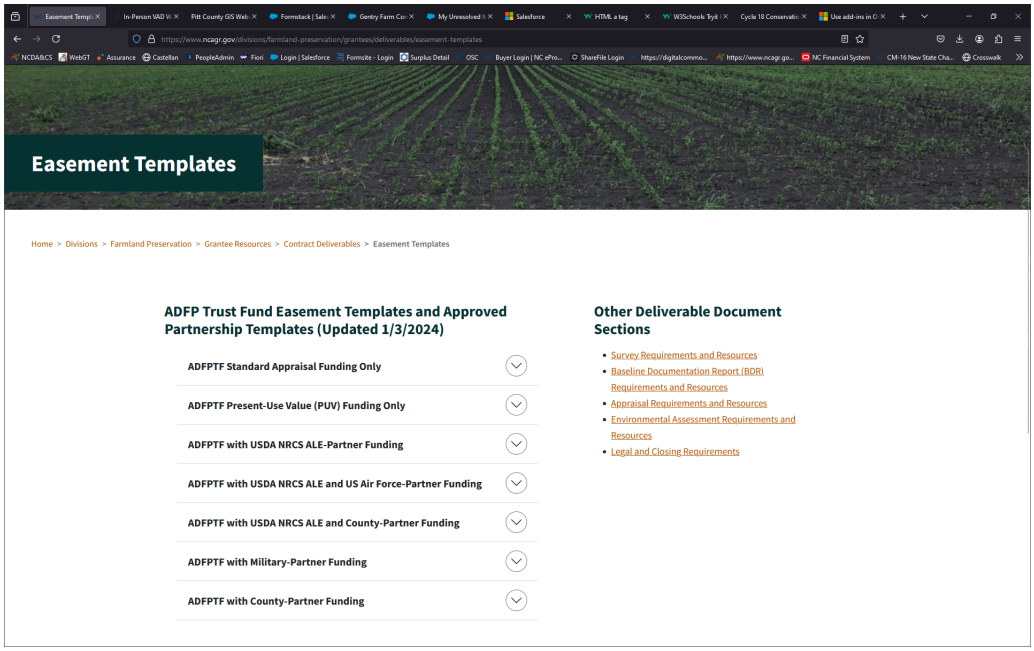
***Subcontracting**: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents 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.

Conservation Easement Template

Please visit our website to view and download the current version of the appropriate conservation easement template for this project. Please ensure you use the most recent version of the appropriate template.

1. Go to https://www.ncagr.gov/divisions/farmland-preservation/grantees/deliverables
2. Click on the Find Your Template button in the banner carousel
3. Click on the appropriate template to download the most recent version





Grantees will select the appropriate conservation easement template depending on the particulars of their project, such as the number of additional funding partners and the presence or absence of building envelopes. Please refer to our website for the correct and up-to-date template for your project.

***Grantees**:*
The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:
N.C. Dept. of Agriculture & Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below**):**
_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below**):**
_____
_____
_____, _____ _____

Approved 9/2025

Surveyor Qualifications and Responsibilities

1. Have current licensure through the N.C. Board of Examiners for Engineers and Surveyors. The certification must be shown on the map and shall be in accordance with the example set forth in the "Manual of Practice for Land Surveying in North Carolina."
2. Agree to certify the plat was drawn from an actual survey made under the surveyor supervision.
3. Agree to produce a survey meeting current N.C. recording standards, pursuant to G.S. 47-30, and, if applicable, any recording standards for the county of recordation.
4. Agree to certify to G.S. 47-30(f)(11)(d) exemption or exception to the definition subdivision on the plat.
5. Agree to produce a survey tied to the North Carolina State Plane Coordinate System NAD83(2011) Feet per the Standards of Practice for Land Surveying in North Carolina, Title 21 NCAC 56.1602(g) and Title 21 NCAC 56.1607, regardless of whether the property is not within 2,000 feet of a geodetic monument.
6. Agree to produce a certifiable boundary survey map that is properly and accurately drawn, revealing all the information developed by and during the survey, and of a size that allows all details to be clearly visible. The survey map must meet all the requirements outlined herein.
7. Provide the Grantee and, subsequently, ADFPTF with an electronic copy for review.
8. Agree to provide, by e-mail, a shapefile or feature class file before payment is made. The digital file must be tied to the N.C. State Plane Coordinate System (NAD 83) Grid (georeferenced).

Grantee Responsibilities

1. Order the completion of a new survey to delineate easement boundaries and follow all requirements within this document.
2. Provide the survey checklist to surveyors for reference and review the survey ***prior to*** submission to NCDA&CS staff.
3. Forward any copies of surveys to partnering funding agencies if applicable.
4. Maintain the acreage presented in the survey as the conservation easement across ***ALL*** documents on the easement deliverables list, including but not limited to the title commitment, preliminary title opinion, environmental audit, certified development rights appraisal, conservation plan, forestry plan, baseline documentation report, conservation easement language, HUD statement, final title commitment, and subordination agreement.
5. Record the survey only once approval has been received from NCDA&CS and other partnering agencies.
6. Attach the final approved survey to all the subsequent easement due diligence deliverables.

Approved 9/2025

Note: Access to out parcels in the easement will need to be removed unless providing access to a portion of the easement otherwise not accessible

Note: Any access agreements denoted on the survey MUST be recorded prior to the easement draft, and the book and page recorded on the survey

By signing this "Survey Requirements and Checklist for Easement Programs," I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.

_____ _____
Signature of Surveyor Date

_____
Name of Surveyor

By signing this "Survey Requirements and Checklist for Easement Programs," I agree to the surveyor's qualifications and the requirements.

_____ _____
Signature of Grantee Representative Date

_____
Name and Title of Grantee Representative

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

This form is required.

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

_____	_____	_____
Signature of Director	Name of Director	Date

***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.

Survey Guidelines

1. The minimum standards of specification to be observed in the practice of Land Surveying for Rural and Farmland surveys (Class C) in the State of North Carolina are:
    a. The linear error of closure shall not exceed one (1) foot per 5,000 feet of the perimeter of the tract of land (1:5,000)
    b. For special circumstances when a survey is needed that is not a Class C survey, the following minimum standards of specification are to be observed:
        i. Urban Land Surveys (Class A) – The linear error of closure shall not exceed one foot per 10,000 feet of the perimeter of the tract of land (1:10,000)
        ii. Suburban Land Surveys (Class B) – The linear error of closure shall not exceed one (1) foot per 7,500 feet of the perimeter of the tract of land (1:7,500).
2. The stated linear error of closure shall be computed by latitudes and departures, and the closure shall be stated before balancing.
3. Where a boundary of a tract is formed by a curved line, the actual survey data from the point of curvature of the curve to the point of tangency shall be shown on the map.
4. Where a boundary of a tract is formed by a creek or river, an offset traverse shall be run, and offset points will be shown on the map with reference to boundary points in the center of the stream, as called for in the deed. Alternatively, GIS data may be used if the method is noted on the survey and certified.
5. Courses and distances of boundary lines and other lines shall be lettered neatly thereupon in feet and hundredths of a foot and in degrees, minutes, and seconds.
6. The survey must show all access easements over and across the landowner's property to adjoining tracts. If the easement area is less than the landowner's entire tract of land, the survey must show access to the landowner's remaining parcel of land.
7. The survey must show access from the easement area to the state-maintained road, denoted with a Site Access label and/or arrow.
8. Access easements to parcels excluded from the conservation easement must be a minimum of 20 feet in width unless the county zoning and planning office, local ordinances, or applicable regulations require a larger width.
9. If the easement uses road frontage for access, an arrow must show the exact location free of roadside encumbrances, such as canals and ditches.
10. If access is possible at any point along the road frontage, this must be noted on the survey.
11. If GPS data is used in the survey preparation, the surveyor must follow the guidelines of 21 NCAC 56.1607, including all data notes and the proper certifications.

Approved 9/2025

Survey Checklist

☐	1. The North Arrow must be accurately positioned and designated as NC Grid North.
	2. The minimum standards of specification to be observed in the practice of Land Surveying for Rural and Farmland surveys (Class C) in the State of North Carolina must be stated, unless a special circumstance applies.
☐	3. The stated linear error of closure shall be noted.
☐	4. Property corners shall be adequately identified, marked, and labeled. a) Two corners of the survey shall have N.C. Grid coordinates (using the current N.C. grid datum at the time of the survey) and be shown on the survey plat. b) Coordinates will be clearly identified in a callout box.
☐	5. Tract boundaries formed by curved lines, creeks, or rivers must have a method for determination noted and certified.
☐	6. G.S. 47-30(f)(11)(d) exemption or exception to the definition subdivision must be noted on the map.
☐	7. Clear markings of easement boundaries shall be indicated with dark or thicker lines, shading, etc., and clear points of a boundary line change. a) Farmstead Building Envelopes must be indicated with differing symbology. b) Any symbology used on the map MUST be represented in the legend.
☐	8. The survey shall indicate where the easement area is in relation to the entire tract owned by the landowner with a vicinity map.
☐	9. The title block of each map shall contain **ALL** the following: a. Funding Source: (NCDA-ADFPTF, USDA-ALE, USDA-RCPP, US-Navy, USAF) list all that apply b. Type of Easement (Perpetual or Term) c. Easement-Holding Entity d. Name of the Landowner(s) as stated in preliminary title opinion e. Location (County and Township) f. Acreage in Conservation Easement (to the nearest hundredth decimal point) g. Date Surveyed h. Scale of the Drawing i. Name, Address, Registration/License Number, and Seal of the surveyor
☐	10. An acreage table shall be included to identify the following: a. Total acres of land surveyed.

b. The acreage of each labeled exclusion(s) from the easement area.
c. Total acreage of exclusions from within the easement area.
d. Acreage of each Building Envelope within the conservation easement.
e. Total acreage in farmstead building envelopes.
f. Total acreage in the conservation easement (with only exclusions removed).

☐ 11. All Building Envelopes must be properly identified with bearings and calls provided.

☐ 12. Each Building Envelope MUST be labeled as ONE of the following on the map as well as the acreage table:
- Residential Building Envelope: Existing;
- Residential Building Envelope: Future;
- Residential Building Envelope: Farm Support Housing;
- Recreational and Accessory Structures;
- Farmstead Building Envelope

☐ 13. The following must be accurately located and clearly indicated on the map with the corresponding symbology noted in the legend:

a. Names of all adjoining owners or utilities bordering on or crossing the premises or tract.
b. Names and numbers of roads and highways.
c. All easements and encroachments on the property, including existing and proposed.
d. All control corners, coordinated markers, and permanent markers or monuments on adjoining properties shall be identified.
e. Adjoining streams, ponds, lake boundaries, or other pertinent details.
f. Ingress and egress are defined and located on the map if they are visible and cross or form a boundary of the property being surveyed.
g. All existing structures within the conservation easement boundary are subject to impervious surface requirements.

☐ 14. The survey must show all access easements within the landowner's remaining parcel of land.
a. Access from the easement area to the state-maintained road, denoted with a Site Access label and/or arrow OR if access is roadside, this must be an included note.
b. Access easements with width and book and page noted.

☐ 15. A zipped folder of a GIS shapefile that clearly identifies the Boundaries of the Conservation Easement must be submitted for each conservation easement. Additionally, all Farmstead Building Envelopes must be included as polygons within the Conservation Easements shapefile and labeled by use within the attribute table. The Conservation Easement polygon and any Farmstead Building Envelope polygons will exist in the single shapefile. Store this shapefile within a zipped folder.

a) The minimum required files for one shapefile include:
   i. shp (feature geometry)
   ii. shx (index of feature geometry)
   iii. dbf (attribute information)
   iv. prj (coordinate system)

b) There may be more files that can be included, but those listed are the absolute minimum required.

c) **AutoCAD files will not be accepted.**

☐ 16. Preliminary approved surveys must remove any language referring to limitations for the use of the survey, including but not limited to recordation, conveyance, or sales; it is not a complete survey for review only.

Optional: The surveyor may furnish the reviewers with a written description for each tract surveyed.
This may incur additional fees. Please check with the surveyor.

***Grantees**:*
The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.

N.C. Agricultural Development and Farmland Preservation Trust Fund (NCADFPTF) Easement Program (check only one):

☐ NCADFPTF and County or NGO, RCPP Easement
☐ NCADFPTF and USDA-NRCS ALE Easement
☐ NCADFPTF and USDA-NRCS RCPP Easement
☐ NCADFPTF, USDA-NRCS ALE, and US Air Force Easement
☐ NCADFPTF, USDA-NRCS RCPP, and US Air Force Easement

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:
N.C. Dept. of Agriculture & Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below**):**
_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below**):**
_____
_____
_____, _____ _____

Certified Development Rights Appraisals ("Appraisals") will only be accepted and approved by the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) if the following qualifications are met and documentation of such is provided in the appraisal.

Responsibilities of the Grantee

1. The Grantee is responsible for contracting a qualified appraiser and identifying the scope for the assignment. The appraiser must be licensed in the proper standards for the assignment. Based on the funding partnerships, the following types of appraisals shall be used to determine the effect of the conservation easement on the subject property:

USDA-NRCS partnership projects:	Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA "Yellow Book") appraisal OR NRCS maintains specific qualifications for real property appraisals and conservation easement-specific appraisers. Please contact Brian Loadholt, state NRCS easement coordinator, for specific requirements.
Military partnership projects:	Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA "Yellow Book") appraisal

2. The Grantee must supply the appraiser with the following documents:
    1. A copy of the survey approved by NCDA&CS staff AND any additional funding partners.
    2. The environmental and legal prescreen and/or the Environmental Site Assessment or Environmental Audit.
    3. A copy of all ownership documents, including the property deed highlighting all existing landowners.
    4. A copy of the current tax card.
    5. A copy of the NCDA&CS-approved easement template identified in the contract.
        a. Contracts with USDA-NRCS RCPP funding MUST include the approved and completed easement version identified for the project.
    6. Provide the following appraisal checklist to the appraiser for reference.
3. Review the appraisal with the landowner for approval before submission to NCDA&CS staff.
4. The Grantee must forward copies of the appraisal to NCDA&CS staff and, if applicable, partnering funding agencies.
    a. NCDA&CS asks to review all NRCS partnership appraisals before requesting NRCS technical review to avoid extensive delays.

Additional Grantee Acknowledgements

5. Final conservation easement values must be determined by a Certified Development Rights Appraisal and must:
    a. Have an effective date of valuation within the contract period.
    b. The effective date of valuation should be less than 365 days prior to acquisition, unless the appraisal has undergone a formal technical review and been approved by a qualified appraiser.
        i. If an approved technical review has been completed and the appraisal approved, no update will be required prior to closing.
            1. If easement acquisition does not occur within the original contract period, an update may be required.
    c. If the appraisal effective date of valuation falls outside of these dates or a technical review is not obtained, one of the following options must be completed:
        i. An appraisal update that brings forward the effective date of the appraisal by the appraiser. This update will validate the appraisal for an additional 365 days after the new effective date of valuation.
        ii. An appraisal update that certifies the value but does not bring forward the effective date of valuation. This option will result in an additional 60 days of appraisal approval to complete the closing.
        iii. A recertification of value. A recertification of value does not change the effective date of the value opinion. Appraisers may perform a recertification of value to confirm whether the conditions of a prior appraisal have been met. This option will result in an additional 60 days of appraisal approval to complete the closing.

6. For the purposes of updating the values of the conservation easements for the federal permanent conservation easement tax incentive, supplemental appraisals, updates, or recertification letters may be submitted within 60 to 32 days before a potential closing date, pending the approval of all funding partners. All other deliverables must be approved prior to submission of an update.
    a. **No appraisals, supplemental appraisals, appraisal updates, or recertification letters by the appraiser for the original appraisal will be accepted 30 days before a potential closing date or end of a contract.**
    b. **NOTE**: All update options are considered "new assignments" for an appraiser and may incur additional costs. It is important to discuss appraisal requirements before engaging an appraiser to reduce confusion and subsequent fees.

7. The ADFPTF does not pay for property appraisals. The Grantee must order the appraisal and be identified as the client. The landowner may not be the client but should be listed as an intended user.

Please note: the N.C. Department of Agriculture and Consumer Services does not provide tax or legal advice to entities or individuals. Before considering an appraisal update or

recertification of value by the appraiser within 60 of the potential closing, consult with your appraiser and tax or legal advisors.

Responsibilities and Qualifications of the Appraiser

By signing this document, the appraiser is certifying the following:

1. Submission of a *qualified* appraisal by a *qualified* appraiser meeting the definitions of such set forth in U.S. Public Law 109-280, including but not limited to:
    a. Appraisers must be state-certified general appraisers with current registration.
    b. Appraisers must provide documentation of completion of a valuation of conservation easements or eminent domain appraisal course.
    c. Appraisers and be familiar with conducting appraisals of rural and agricultural properties of the requested type. (https://www.govinfo.gov/content/pkg/PLAW-109publ280/html/PLAW109publ280.htm).
    d. Appraisers must meet USDA NRCS qualifications for real property appraisals and conservation easement-specific appraisers.
2. Understand that a substantial or gross valuation misstatement resulting from an appraisal value that they know, or reasonably should have known, would be used in connection with a tax return may subject the appraiser to a civil penalty under IRC §6695A.

3. Are not an excluded individual, which generally includes the taxpayer.

4. Understand that an intentionally false overstatement of the value of the property may subject them to the penalty for aiding and abetting an understatement of tax liability.

5. The appraisal must contain the name, address, and taxpayer ID of every appraiser who participated in the appraisal.

6. Certifies to the following conditions:
    a. Appraiser is NOT the donor of the property or the taxpayer who claims the deduction.
    b. The Appraiser is NOT the donee of the property.
    c. The Appraiser is NOT any person employed by, married to, or related to any of the above persons.
    d. The Appraiser is NOT an appraiser who appraises regularly for any of the above and who does not perform most of their appraisals during a tax year for other persons.

By signing this "Appraisal Requirements and Checklist for Conservation Easement Programs," I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that the services provided for this publicly funded project are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.

_____ _____

Signature of Appraiser Date

_____

Name of Appraiser

By signing this "Appraisal Requirements and Checklist for Conservation Easement Programs," I concur with the preparer's qualifications and agree to comply with the requirements.

_____ _____

Signature of Grantee Representative Date

_____

Name and Title of Grantee Representative

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

This form is required to subcontract a qualified appraiser.

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

_____	_____	_____
Signature of Director	Name of Director	Date

***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.

APPRAISAL CHECKLIST

	1. The appraiser must provide a full narrative appraisal report.
	2. The appraisal must reflect the value of the donation as of the Valuation Effective Date.
	3. The client must be listed as the Grantee.
	4. Intended users MUST include: • The eligible entity (Grantee of the ADFPTF easement contract), • North Carolina Department of Agriculture and Consumer Services (NCDA&CS) AND the Agricultural Development and Farmland Preservation Trust Fund (NC ADFPTF) • Any additional funding entities, • The landowner
	5. The NCDA&CS-approved survey MUST be the version used for valuation. • The acres used to determine the easement value in the appraisal must be equal to the acres in the survey of the conservation easement area. • The survey used for the valuation of the property must be included in the appraisal addenda.
	6. The NCDA&CS-approved easement template MUST be the version used for valuation. • The easement holder should be identified, and the enforcement rights and legal remedies given. • The appraisal will clearly state the specific restrictions on the use of the property and consider the permitted rights. • The narrative must address the impacts these restrictions will have on the valuation.
	7. The appraiser must reference the environmental assessment, audit, or prescreen. Any potential Recognized Environmental Conditions or other potential hazards must be addressed and recognized in the valuation.
	8. The appraiser must list the provisions related to the subordination of current and future mortgages and liens.
	9. The appraisal must clearly identify the following calculations: • Highest and Best Use Before Value, • Highest and Best Use After Value, • Conservation Easement Value
	10. The appraisal must depict an accurate assessment of the physical characteristics of the land that reflect its value (for example, wetlands, ledge, road frontage, developable and

undevelopable areas, views and other value enhancements, neighborhood location and so forth) and contain a good description of the property, its physical attributes and its location.

11. The subject property must be extensively defined, photographs, and other documentation of property condition must be included.
12. Any extraordinary assumptions or Limiting Conditions must be defined.
13. If used, the highest and best use conclusion must be supported by market evidence. The conservation easement provisions affecting the analysis of highest and best use should be identified.
    - A non-economic highest and best use, such as "forever wild" or "natural lands," or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to base an estimate of market value.
14. The highest and best use of the property should be legally permissible, physically possible, AND financially feasible as well as maximally productive.
15. If the Sales Comparison Method is used, the following should be considered:
    - Comparable sales must use easements with similar character. Highly restrictive easements, including wetland easements, may not be used as a comparable sale.
    - Nearby transactions comparable to the land under appraisement with similar easement restrictions and reasonably current may provide the best evidence of market value.
16. The appraisal must provide a sales adjustment chart FOR BOTH BEFORE AND AFTER COMPARISIONS that clearly:
    - Summarizes the adjustments.
    - Shows the final adjusted sale price and how the sales compare with the subject property is required
    - Shows market evidence and provides a supporting narrative for each adjustment used.
    - Include details on adjustments for differences in the easement deed terms, particularly restrictions.
17. The appraisal must identify all existing and future options for residential building envelopes and recognize the impact on valuation.
18. The appraisal must identify any existing easements that restrict property rights and recognize the impact on valuation.

19. Enhancements to other or adjacent unencumbered property should not be considered as part of the valuation of the easement or quantified in the report. For ADFP TF use, only the prescribed or defined easement area being acquired using state funds is appraised.
    - To meet the requirements of a qualified appraisal, the appraiser may identify the contiguous property and the other property that potentially will be enhanced.
    - If no contiguous property exists, the question of the potential effect on value can be addressed in discussion.
    - If the landowner seeks to claim a federal tax deduction, IRS regulations require additional enhancement considerations. It is advisable for the appraiser to meet with qualified tax counsel to discuss the best process to satisfy the IRS regulations on enhancements for deduction purposes.
20. Addenda Must Include:
    - Copy of the NCDA&CS-approved survey
    - Copy of the tax card
    - Copy of the property deed
    - Copy of the Easement Template
        - For RCPP projects, this must be the approved and completed RCPP template for the project.
    - Legal description with photographs and other documentation of property condition
    - Detailed qualifications of the appraiser, including a highlight of conservation easement or eminent domain coursework.
21. The appraisal must include the qualifications of the appraiser and should contain a recitation of the appraiser's experience, specifically as it relates to appraising conservation properties and conservation easements.

22. Appraiser must certify appraisal identifying that it is prepared, signed and dated by a qualified appraiser, an individual who declares on the appraisal summary that they:
    - Hold themselves out to the public as an appraiser or perform appraisals regularly.
    - Are qualified to make appraisals of the type of property being valued because of their background, experience, education and membership in professional associations and other qualifications described in the appraisal.
    - Understand that a substantial or gross valuation misstatement resulting from an appraisal value that they know, or reasonably should have known, would be used in connection with a tax return may subject the appraiser to a civil penalty under IRC §6695A.
    - Are not an excluded individual, which generally includes the taxpayer.
    - Understand that an intentionally false overstatement of the value of the property may subject them to the penalty for aiding and abetting an understatement of tax liability.
    - Provide: Name, Address, Registration #'s and Signature
    - Provide copy of current registration card

Additional Considerations for the Appraiser:

- Finding sales of conservation easement encumbered properties is becoming easier. A useful starting point is the interactive national map on the Land Trust Alliance website. www.lta.org/landtrustdirectory/. If you click on the state, county, and easement organization, you can find the number of acres conserved and other details.
    - The National Conservation Easement Database may provide easement information that is comparable as well. The NCED works to provide a comprehensive picture of encumbered properties, including easements on over 24.7 million acres.
- Assignment may include the development of two opinions of the value of the subject property: One before placement of the conservation easement and the second after placement of the conservation easement. The after condition or second value will be based upon a hypothetical condition that the conservation easement is in place and the effects on the value that may be created. The difference in the two values is the proposed conservation easement's effect on the property's value, otherwise denoted as Conservation Easement Value.
- The determination of the significance and contribution to the value of any existing improvements on the appraised property is the responsibility of the appraiser.
- The property rights, such as mineral, water, timber, and hunting, must be owned in fee simple terms by the current landowners.
- Surface rights, including improvements such as structures, barns, hay sheds, fencing, orchards, or other plantings, and any irrigation water rights, including but not limited to wells, ditches, ponds, and lakes that provide irrigation on the subject property and are legally permitted, may be appraised. Crop base and allotments, including timber value on the subject property, may be appraised and included in any valuations.
- If the survey identifies Building Envelopes for future residential development, those sites for development may also be valued based on the highest and best use, particularly with designated road easements, road frontage, view sheds, utility, etc.
- The contract appraiser must be aware that all appraisal reports completed for ADFPTF grants will be used by staff who will rely on the details in the report to understand the property and market characteristics.
- The appraisal report must include the level of detail necessary to thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process, and all conclusions so that all users have an adequate understanding of the statements, opinions, and conclusions offered within the report.

***Grantees**:*
The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.

General Environmental Audit Guidelines

An Environmental Audit (EA) or Environmental Site Assessment (ESA) identifies potential or existing environmental contamination liabilities. The analysis addresses the underlying land and physical improvements to the property.

An EA can be conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview, local soil and water conservation district staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview, or with an environmental firm qualified to conduct Phase I Environmental Site Assessments.

For USDA NRCS Agricultural Land Easement (ALE) or Regional Conservation Partnership Program (RCPP) projects, only an EA conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview will be accepted.

If the on-site inspection identifies environmental conditions that negatively impact the property, such as the presence of petroleum products or hazardous substances in the subsurface of the site, and these findings necessitate further investigation of environmental conditions with a Phase II ESA or equivalent, **the Grantee is required to conduct these assessments through a qualified environmental firm.**

If the EA or ESA includes required remediation to resolve environmental concerns, the Grantee must complete all required remedies in the EA or ESA and is encouraged to complete all recommended remedies. All required remedies must be completed before the recording of the conservation easement.

The conservation easement project will be canceled if the remediation requests identified therein are not completed.

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:
N.C. Dept. of Agriculture & Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below)**:**
_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below)**:**
_____
_____
_____, _____ _____

Environmental Assessor Qualifications

- Qualified individuals to complete an environmental assessment include:
    - USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview.
    - Local soil and water conservation district staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview.
    - An environmental firm qualified to conduct Phase I Environmental Site Assessments. The report must meet the requirements of ASTM E 1527-21 Standard Practice for Environmental Sites Assessments: Phase I Environmental Site Assessment Process and EPA Standards and Practices for All Appropriate Inquiry per 40 CFR Part 312 and include the latest version of the NRCS Hazardous Materials Checklist.

Grantee Responsibilities

- Provide contractors with a copy of the following checklist to reference and review the report ***prior to*** submission to NCDA&CS staff.
- Complete the audit pursuant to the requirements contained herein and furnish the Grantee and NCDA&CS an electronic copy for review.
- If applicable, forward copies of the report to partnering funding agencies.
- Supply the report to any contracted appraisers to be used in the valuation of the conservation easement purchase price.
- The Environmental Audit or Environmental Site Assessment is a standalone document and must be submitted as such. Additionally, it should be included in the Baseline Documentation Report.
- Alert NCDA&CS staff immediately following any evaluation that finds evidence of *Recognized Environmental Concerns* or other issues that warrant either a Phase II or remediation before closing. Remediation includes trash or debris within the easement area.

NOTE: The Environmental Assessment is valid for one year (365 days) from the effective date. If the conservation easement is not closed within that time, an update must be submitted.

By signing this "Environmental Audit Requirements and Checklist for Easement Programs", I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.

_____ _____
Signature of Preparer Date

_____
Name of Preparer

By signing this "Environmental Audit Requirements and Checklist for Easement Programs," I concur with the preparer's qualifications and agree to comply with the requirements.

_____ _____
Signature of Grantee Representative Date

_____
Name and Title of Grantee Representative

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

This form is required to subcontract with a qualified preparer who is not an employee of the Grantee entity.

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

_____	_____	_____
Signature of Director	Name of Director	Date

***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.

Environmental Audit (EA) Requirements Checklist

	1. Summary Page a. Conservation Easement Farm and Landowner Name(s) i. Must match those identified on the Preliminary Title Policy b. ADFP Tracking Number and NCDA&CS Contract Number c. Date of Inspection
	2. Site Description a. Written Description of Current Land Uses and Improvements that match the description found in the Baseline Documentation Report. b. Written description of all types of land use on the easement and the surrounding area. c. Written description of implied and prevalent easement ingress and egress. d. Photos depicting ingress and egress, as well as any access easements that remain within the conservation easement. e. Photos of EACH land use and Improvement, including Farmstead Building Envelope Area. f. Updated Map with photo points and land improvements or features identified.
	3. Written description of Trash and Debris a. Any trash, debris, chemicals, abandoned equipment and vehicles, or other non-natural land use MUST be identified, photographed, and mapped. b. If trash and debris are found on site, the following actions are required: i. Removal of trash must occur before easement recordation. ii. If the location makes removal impractical AND the trash and debris do not present a negative environmental or agricultural impact, the environmental auditor or report preparer must certify: 1. There are no current negative environmental impacts due to the trash and debris, and it is limited and localized in scope. 2. Due to the location of the abandoned vehicle or machinery, there is no negative impact on the agricultural operation, and it is impractical to remove. 3. The following clause must be included: a. If conditions change to where there are negative environmental or agricultural impacts, the easement-holding entity will be required to take proper action to remedy.

4. Checklists, Prescreen, and Landowner Interview or equivalent
    a. Written description of any *Yes or Unknown* Checklist Items from the Hazardous Materials Checklist, Landowner Interview, or Environmental Concern Prescreen.
    b. Every question MUST be addressed.
    c. Must include a written description of EACH checklist item without a NO response- this will be separate from the actual form.
    d. Must include a written description of Item G on Hazardous Materials Checklist, including what was found, and which federal or State agency sites were searched.
        i. This description may include any of the following:
            1. Reports and documents that can help identify prior owners, tenants, and uses of the property, as well as help reveal any known spills or releases on the property or in the area, such as:
            2. Federal and State environmental and health agency records
            3. Title reports
            4. Local assessors and fire department records
            5. Building permits
            6. Environmental assessments
            7. Technical studies
            8. Newspaper clipping files
        ii. Must identify any environmental liens on the property- past or present

5. A completed, dated, and signed Hazardous Materials Checklist
    a. This is required for an Environmental Audit or Full Phase I ESA

6. A completed, dated, and signed Landowner Interview
    a. This is required for an Environmental Audit or Full Phase I ESA

7. If the following items are found on site, the narrative must include a discussion with the listed elements:
    a. Aboveground Storage Tanks (AST) or Underground Storage Tanks (UST):
        i. Tanks must be identified by survey, aerial map, and photo.
        ii. UST must be identified as registered with NC DEQ.
        iii. Both the AST and UST's approximate age, condition, and indication of stains, leaks, etc. must be discussed in the narrative.

b. Indication of lead and asbestos:
    i. If the environmental auditor or report preparer indicates the possible presence of lead and asbestos:
        1. Each structure must be identified by a survey or aerial map and by a photo.
        2. Each structure should be identified by approximate age and include a current condition.
        3. Note: Any asbestos or lead finding may require an indemnity clause. Please reach out to NCDA&CS staff.

8. Environmental Opinion
    a. A certified statement with the environmental opinion review of the land by the agency performing the EA or ESA
    b. Must include on-site and off-site REC findings, as well as indications of trash and debris.
    c. Name, signature, and date of the land investigator and or reviewer
    d. Brief qualifications of the reviewer

9. Addenda
    a. NCDA&CS Approved Survey
    b. Environmental Records Search (if applicable)
    c. Map of the Conservation Area associated with the EA that includes any land improvements or special land use features
    d. Documentation of land ownership associated with the EA, such as a property tax card, land deed, etc.
    e. Must match the preliminary title policy and the preliminary attorney's signed title opinion

Note: If a Phase I ESA has been performed, the items within the checklist, including addenda items, must be included within the submitted report.

***Grantees**:*
The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.

Baseline documentation reports (BDRs) establish the condition and characteristics of the land parcel at the time of conservation easement closing and serve as the basis for easement management and monitoring. Therefore, the BDR is critical to enforcing the terms and conditions of the easement in perpetuity.

BDRs also help document how the land's characteristics support the conservation easement's purposes and help justify the expenditure of public funds.

BDRs include narrations, pictures, and maps to provide a complete understanding of a given parcel. It is recognized that no two land parcels are the same, and there is an expected level of variation in the content of BDRs. However, the following requirements, where applicable, are considered a minimum that should be found in the document.

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:
State of North Carolina: N.C. Dept. of Agriculture & Consumer Services; NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below**):**
_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below**):**
_____
_____
_____, _____ _____

Approved 9-2025

Baseline Documentation Report Preparer Qualifications

- Have current licensure as an environmental engineer or be a qualified employee of the land trust or Soil and Water Conservation District. The individual's credentials must be recorded in the baseline report.
- Agree to complete the report pursuant to the requirements contained herein and furnish the Grantee and, subsequently, NCDA&CS an electronic copy for review.
- Agree to produce maps and photographic documentation that are properly and accurately drawn, revealing all the information developed by and during the survey of the property.
- Agree to provide an unbiased portrayal of the property, including but not limited to assessing environmental conditions such as trash, debris, and abandoned vehicles.

Grantee Responsibilities

- Provide all necessary documents to staff or environmental engineers for reference and review the report ***before*** submission to NCDA&CS staff.
- If applicable, forward any copies of the report to partnering funding agencies.
- Maintain the acreage and other calculations determined in the survey as the conservation easement across ***ALL*** documents presented within the report.
- Ensure that all due diligence items within the baseline documentation report are versions that have been previously approved by NCDA&CS staff.
- Review the document in detail with the landowner, emphasizing the conservation easement restrictions as dictated by the conservation easement deed. After reviewing the document, the entity and landowner will sign the acknowledgment forms.
- If a BDR was completed more than three months prior to the execution of the conservation agreement, or if there was a known event or disturbance, the preparing organization must revisit the property to ensure that it accurately represents the current conditions and provide the date of the visit to NCDA&CS staff. NCDA&CS may also require a supplemental statement that attests to current conditions.

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By signing this "Baseline Documentation Report Requirements and Checklist for Easement Programs," I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this Contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.

_____ _____
Signature of Preparer Date

_____
Name of Preparer

By signing this "Baseline Documentation Report Requirements and Checklist for Easement Programs," I concur with the preparer's qualifications and agree to comply with the requirements.

_____ _____
Signature of Grantee Representative Date

_____
Name and Title of Grantee Representative

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REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

This form is required to subcontract with a qualified preparer who is not an employee of the Grantee entity.

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced Contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

_____	_____	_____
Signature of Director	Name of Director	Date

***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.

Baseline Documentation Report Checklist and Required Elements

Title Page:

	Title Page Must Include: • Title of the easement as stated in the Contract, • ADFP Trust Fund tracking number, • NCDA&CS contract number, • Date of completion and date of conveyance, • Name, title, and affiliation of the author(s)
	Table of Contents with Page Numbers: Section Headers, Maps, Photos, Addenda
	Landowner Contact Information: Names, addresses, email, phone numbers, etc.

Section 1: Purpose and Easement Holder

	Brief statement of purpose for BDR

	Purpose of the Conservation Easement: Conservation Easement Values as stated under IRC Section 170(h):
	• Required:
	  ○ Agricultural Farmland and/or Woodlands/Forestry
	• Optional or Secondary:
	  ○ Wildlife Habitat
	  ○ Surface Waters
	  ○ Rural and Scenic Vistas
	  ○ Proximity to Protected Lands

	Identification, qualifications, and parcel selection methods of the easement holder

Section 2: Property Background

	Total parcel acreage and easement acreage (if different)
	Location and Physical Setting – General description of the parcel and adjacent land
	Enrollment in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable)
	Enrollment in Century Farm, Bicentennial Farm, Got to Be NC, or other programs offered through NCDA&CS (if applicable)
	History of the parcel, including description of past farming operations and land use
	Any other significant features identified by the Grantee or landowner
	Map: Imagery of the area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).

Approved 9-2025

	Map: General reference map scaled to show the entire county boundary. The map must show the specific location of the easement property, and may include municipalities, major interstates or highways, and other significant landmarks.
	Discussion of environmental conditions. Identify any areas for potential monitoring or summary of Phase or Phase II Environmental Site Assessment findings and subsequent remediation actions (The complete EA will be included in the addenda). • Any recognized environmental conditions, including potential or de minimis, must be discussed. • If lead and asbestos were identified, the environmental warranty found within the easement template must be included, as well as the indemnity clause signed by the landowner. • Any notations of trash and debris must be discussed, and a monitoring plan must be established.

Section 3: Existing Land Use and Management

	Landowner objectives for the management of the parcel and current agricultural practices and goals.
	Describe any recorded, verbal, or otherwise allowable leases. Provide name and contact of individual(s) and allowable use and or restrictions (if applicable).
	Statement on the general condition and management of each land use type (including cropland, forestland, pastureland, mixed use, etc.). Include acreage and percentage of each land use in the easement (if applicable)
	Include a copy of the current USDA-NRCS or local Soil and Water Conservation District conservation plan (if applicable under HEL status) • If managed for HEL, include: Form NRCS-CPA-026 "*Highly Erodible Land and Wetland Conservation Determination*" which documents the fields and acreage of HEL, along with a map labeling fields HEL or NHEL (non-highly erodible land).
	Statement on Potentially Highly Erodible Land (PHEL) soils. Description of soils, slope, etc., (if applicable).
	Map: Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including building envelopes, and legal access (ingress/egress) from a publicly maintained road.

Section 4: Documentation of existing conditions and Summary of Grantors' and Grantee's Rights and Restrictions

	List and describe Restricted Uses of the Property -Summary of Grantee's Restrictions

	List and describe Permitted Uses of the Property -Summary of Grantee's Rights
	List and describe all existing human modifications, including all roads, ROWs, utility easements, cemetery plots, etc.
	List in table form, each permanent structure or other area that meets the impervious surface qualification. Identify dimensions, approximate impervious surface, and corresponding photo for each.
	Calculate the total extent of impervious structures.
	Calculate the maximum allowable impervious surface area within the easement.
	Calculate the remaining allowable surface area within the easement, converted to square feet and acres.
	List all Building Envelopes by use and type, with accompanying acreage.
	Map: All human modifications to the property with the following labeled: structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc., within the easement area and farmstead building envelopes identified.

Section 5: Land Parcel Topography and Soil Types

	A short paragraph summarizing the general topography of the easement area, highlighting any extremes.
	Discussion of all soil types within the land parcel, including a description of each.
	Table of all soils found within the easement area. Include soil type, name, acreage, percent of total soils in the easement, and designation as prime, unique, or statewide importance.
	Map: USGS US Topo or 7.5-minute quadrangle topo map (overlay of an aerial/satellite view, if possible) of the property or the best available map showing the property's elevation profile
	Map: USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels that match figures in the table.
	Map: Highly Erodible Soils (overlay of an aerial/satellite view, if possible) of the property with any building envelopes

Section 6: Description of the Property's Natural Features

	List and describe all wildlife habitats and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).
	Optional: Map: Wildlife and natural communities
	General description of forest types within the easement area (if applicable).
	Map: Stand or reference map with labeled stands

Approved 9-2025

	List and description of all significant aquatic features (streams, water bodies, wetlands, major waterways, etc.).
	Map: Aquatic map (overlay of an aerial/satellite view, if possible)
	Map: General hydrology map

Section 7: Archeological and Historical Features

	List and description of all historical features of significance, including cemeteries, monuments, etc. (if applicable).
	Map: Archeological and historical features on the property (if applicable)

Section 8: Photographic Documentation

	General landscape pictures that are representative of the easement area.
	Photographs at regular intervals along the property line that capture the property in its entirety, including photos from each property corner, and highlighting ingress and egress or access points
	Photographs of each permanent structure within each building envelope or farmstead area. These must match the photo points with the impervious surface table.
	All other impervious surfaces in the easement, if not included above
	Photographs of any other human modifications to the property (including roads, ditches, dams, etc.)
	Photographic index with descriptions of each photo
	Map: Documentation map with photos numbered. Include a compass direction to note the direction the photo was taken

Section 9: Addenda

	NCDA&CS Approved or Recorded Survey
	Abbreviated biography with qualifications of the author
	Approved Environmental Assessment
	Approved Conservation Plan, Forest Management Plan, or Both (if applicable)

Section 10: Signature Pages

	Declaration of Report Accuracy with authorized signature of the Grantee organization
	Declaration of Report Accuracy and Acceptance (Grantee) with ALL landowners' signatures
	Signed easement restriction acknowledgment form

Approved 9-2025

	Attestation (optional)
	Declaration of Reliance and Certification of Record (optional)

Description of Baseline Documentation Report (BDR) Items

Title Page:
Include the title of the easement as stated in the ADFP Trust Fund contract (e.g., Rocky Ridge Farm Easement), ADFP Trust Fund tracking number, NCDA&CS contract number, date of the BDR site visit, date of certification, and name, title, and affiliation of the BDR author(s).

- **Table of Contents:** Include all section headers, maps, and photographic documentation with automatically generated page numbers.
- **Landowner Contact Information:** Names, addresses, email, phone numbers, etc. of landowners. This may also include the names, email addresses, and phone numbers of any land managers, lessees, gatekeepers, etc., as appropriate. Email addresses are essential.
    - **Please ensure that you highlight the primary contact and any other associated landowners.**

Section 1: Purpose and Easement Holder

- **Purpose of the Conservation Easement:** Briefly summarize the purposes as found in the easement document. This should include the conservation values from the easement deed and elaborate on the landowners' objectives for land preservation and agricultural value.
    - Include a brief statement that the purpose of the BDR is to document the property's conservation values and existing conditions, provide a basis by which to measure compliance with the conservation agreement, and provide information for annual monitoring of the property.
    - Include a disclaimer that the BDR does not preclude the use of other information for purposes of enforcement.
    - Specifically, regarding the former, the "conservation purposes" that **must be referenced** and are stated under Internal Revenue Code Section 170(h) are:
        i. The preservation of land areas for outdoor recreation by, or the education of, the public;

Approved 9-2025

ii. The protection of a relatively natural habitat of fish, wildlife, or plants, or a similar ecosystem;
iii. The preservation of open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the public, or pursuant to a clearly delineated Federal, State, or Local governmental conservation policy, and will yield a significant public benefit;
iv. The preservation of a historically important land area or a certified historic structure.

- *Example: The Grantee's primary intent is to conserve and protect productive agricultural and forestry uses, and secondarily to encourage sustainable management of soil resources. Other goals in conserving this property include promoting non-commercial recreational opportunities and activities, as well as preserving the natural resources and scenic values of the protected property for present and future generations.*

- Identification, qualifications, and parcel selection methods of the easement holder: Briefly describe the easement-holding entity, highlighting the entity's qualifications to hold easements and intent to monitor.
- Describe the selection methods and reasoning behind the choice of this land parcel for conservation.

Section 2: Property Background:

Include a paragraph summarizing the property, including the following information:

- An overall description of the property and background information describing the conservation project.
  - The description and background are extremely valuable in helping subsequent generations understand the easement.
- A well-prepared BDR will provide a context for the easement by including a section that describes how the property fits within a larger conservation objective, how it was funded using public and/or private dollars, and how another conservation organization or governmental entity may refer to the project.
- If tenants are on the property or it is leased for grazing, timber harvesting, or other agricultural activities, this information should also be included in this section.

There must be some discussion of the following:

- Discussion on how the easement addresses the entities' mission and goals. Such documentation can include copies of relevant governmental policies, references to other projects the entity has completed in the area, descriptions of the funding sources received for the project, and other relevant information.
- Legal description of the property, including the property deed reference and the recording date of the conservation agreement

Approved 9-2025

- Directions to the property from the easement-holding entity office, including directions for legal access, parking location, and notes on gated or keyed entries.
- Total parcel acreage and easement acreage (if different). The acreage must match the NCDA&CS-approved survey and be consistent throughout the document. Please do not include +- as the surveyor has certified the acreage.
- General location in the county.
- Enrollment in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable).
- Enrollment in Century Farm, Bicentennial Farm, Got to Be NC, or other programs offered through NCDA&CS (if applicable).
- History of the parcel, including description of past farming operations and land use.
- Location and Physical Setting, including a general description of the landscape and farming operations in the general area, including adjacent land.
- Discussion of the Environmental Audit (EA) or Environmental Site Assessment (ESA) regarding recognized environmental concerns, any items addressed prior to recordation, or lingering concerns for ongoing monitoring.
    - Trash, debris, or environmental conditions otherwise indicated in the easement deed as prohibited must be documented and discussed.
        - If the EA, ESA, or TSP included trash and debris, a discussion of the current status must be included.
        - If the identified trash, debris, abandoned vehicle, or abandoned machinery are not removed before easement recordation, the reason must be stated with the proper certification:
            - There are no current negative environmental impacts due to the trash and debris, and it is limited and localized in scope.
            - Due to the location of the abandoned vehicle or machinery, there is no negative impact on the agricultural operation, and it is impractical to remove.
        - The following clause must be included:
            - If conditions change to where there are negative environmental or agricultural impacts, the easement-holding entity will be required to take proper action to remedy.
    - If a Phase II is required, this will also be included, along with a narrative of findings and remediation activities. Areas and actions for future monitoring must also be discussed.
    - The Environmental Audit (EA) or the Environmental Site Assessment (Phase I) will be attached in the addenda in its entirety.
        - If above-ground storage tanks or underground storage tanks are identified, the discussion from the EA, ESA, or TSP narrative must be included and expanded to identify future monitoring.

Approved 9-2025

- If structures were identified as potentially containing lead and asbestos:
  - The narrative from the EA, ESA, or TSP must be included and expanded to identify future monitoring.
    - The following conservation easement language must be noted: must be identified by survey or aerial map and by photo.
    - The addenda must contain the indemnity clause signed by the landowners.
      - The NCDA&CS, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State or local laws, including all Environmental Laws defined in Section 5.2 including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the NCDA&CS may be subject or incur relating to the Protected Property.
      - Grantor agrees to indemnify and hold harmless NCDA&CS, it's employees, the Grantee and the State of North Carolina harmless from any and all costs, claims or liability, including but not limited to reasonable attorney's fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly. Grantor is responsible for obtaining liability insurance covering the Protected Property with limits deemed necessary by Grantor, in their sole discretion.
      - The Grantor shall hold harmless and indemnify NCDA&CS and Grantee, its employees, agents, and

Approved 9-2025

assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which NCDA&CS may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions or breach of any representation, warranty, covenant or agreement contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined above).

Map 1: Include imagery of the area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).

Map 2: General reference map scaled to show the entire county boundary. The map must show the specific location of the easement property, and may include municipalities, major interstates or highways, and other significant landmarks.

Section 3: Existing Land Use and Management:

- Include the landowner's objectives for the management of the parcel and current agricultural practices. Also include the greater area if this easement is only one portion of a larger managed parcel.
    - What is the overall management objective of the landowner, and how does this easement area fit within it?
- Current land uses include all farm activities, property rights, and access.
- Easement broken down by land cover and use, with statements on the general condition and management of the following key areas:
    - Pasture and cropland – acreage and percent of land use in the easement (if applicable).
    - Horticultural – acreage and percent of land use in the easement (if applicable).
    - Forest and woodlands – acreage and percent of land use in the easement (if applicable). Include current (within 10 years) Forest management plan and practices (e.g., managed for maximum timber production or left to stand as a natural area for wildlife habitat).

Approved 9-2025

- Include a discussion of landowner management objectives, conservation concerns, and goals from the FMP.
  - A complete copy of the FMP will be provided in the addenda.
- Other significant land uses – include acreage and percent of land use in the easement of each (if applicable). Provide general descriptions of uses (e.g., irrigation ponds, canals, nursery areas, non-timber forest products, etc.).

- Include a summary of the existing conservation plan and practices, and the adequacy in achieving management goals.
- Include a copy of the current (must be within five years) USDA-NRCS or local Soil and Water Conservation District conservation plan (required for crop or pastureland for NRCS partner funding or parcels with Highly Erodible Land (HEL) (optional otherwise).
  - If HEL land is present, please include a copy of the NRCS associated plan Form NRCS-CPA-026 "*Highly Erodible Land and Wetland Conservation Determination,*" which documents the fields and acreage of HEL, along with a map labeling fields HEL or NHEL (non-highly erodible land).
  - If the NRCS conservation plan identifies the parcel or fields within as HEL, the conservation plan map provided by NRCS must also be attached. The HEL status of the field level must be discussed.
- Include a discussion of soil units if considered potentially highly erodible based on soil type, slope, etc.

Map 3: Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including farmstead building envelopes, residential building envelopes, recreational building envelopes, existing structures, and legal access (ingress/egress) from a publicly maintained road.

Section 4: Documentation of existing conditions that relate to the easement's restrictions and reserved rights.

The first paragraph should explicitly and completely list and describe the rights that are restricted and the rights that are retained through the easement. This would include all parts of the easement template and any additional exhibits added to the conservation easement language.

Thorough documentation of all man-made improvements on the property is required. This must include a narrative description of the improvements, their location on a map, and photographs of their condition.

The status of any reserved rights and prohibited uses contained in the conservation easement should also be documented (for example, if the easement permits a total of two single-family homes on the protected land, it is important that the baseline document how many homes exist on the land as of the easement's date), as well as other pre-existing conditions or features that may threaten the property's conservation values. This may include access easements for areas excluded from the easement or adjoining landowners.

Approved 9-2025

Impervious Surfaces and Existing Human Modifications:

- List each permanent structure and other impervious surfaces, showing length/width measurements. Include a calculation of the total extent of impervious structures, the maximum allowable impervious surface area within the easement (2% of total acreage) converted to square feet and acres, and the remaining allowable surface area within the easement converted to square feet and acres.
    - **The current impervious surfaces and the remaining allowable impervious surface for the conservation easement must be calculated.**
- List the current Building Envelopes with acreage for each of the approved uses:
    - Current Residential
    - Future Residential
    - Farm Support Housing
    - Recreational and Accessory Structures
    - Farmstead
- For existing impervious structures, you must include a table of each item with a corresponding photo point, the dimensions, and the calculations by square foot and acreage.

The following is an example of adequate documentation for impervious structures:

- Residential Building Envelope: Existing Residential. The primary family residence is a 1,970-square-foot brick ranch built in the 1970s. The landowner plans to keep this as the farm's primary residence.
- Farmstead Building Envelope: Farmstead- The farmstead envelope contains several farm-related structures.
    - The creamery building is a wood-sided structure that has been restored from its original form as a store building.
    - Two open-sided barns that serve as winter feed stations for cattle and hay storage are located in this area.
    - Two silage storage areas consisting of concrete bunker silos outfitted with plastic for fermentation are also located here.
    - One concrete pad that holds feed storage tanks is located to the west of the silage areas.
    - A recently dug agricultural well with the associated well house is also found in the FBE.
    - Photo points 1-7, 15-18, 33, 34. Modifications in this area include the following dimensions, and the approximate impervious surface for each of these areas is listed in Table 1:

Approved 9-2025

Impervious Surface Area	Photo point	Dimensions	Impervious Surface (sq. ft.)	Impervious Surface (acres)
Barn 1, storage shed	17	40’ x 35’	1,400	0.032
Barn 2	18	12’ x 24’	288	0.007
Well	1	10’ x 6'	60	0.001
Creamer building	2	50’ X 40’	2,000	0.046
Residence	34		2,240	0.051
Silo storage areas	5	80’ x 200'	16,000	0.367
Concrete pad	16	27’ x 24’	648	0.015
Total Impervious Surface			**22,636 sq. ft**	**0.519 acres**

The easement allows for a maximum impervious surface area of 2% or 85,987.20 sq. ft. (1.97 acres). Based on the above approximations, a remaining 63,351.44 sq. ft. (1.45 acres) of impervious surface is allowed under the easement.

The remaining allowable impervious surface for the conservation easement must be calculated.

Map 4: Conservation easement map with labels for all human modifications to the property, with the following labeled: i.e., structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc., within the easement area. Building Envelopes must be clearly identified on the map.

Section 5: Land Parcel Topography and Soil Types:

- **Topography:** Short paragraph summarizing the general topography of the easement area, highlighting any extremes.
- **Soils:** Protecting the soil resource base and sustainable food and fiber production are essential purposes of conservation easements. Therefore, explaining the soil resources on the easement property is very important. The BDR should include a discussion of all soil types within the land parcel, including a description of each. All soil types and descriptions are available through USDA-NRCS.
- The following is provided as an example for a soils discussion:
    - There are six soil units mapped on the parcel, as shown on the General Soils Map. Four of the six soils are classified as prime farmland or farmland of statewide importance.
    - The soil types are as follows: (Note: Only one soil type is shown as an example. All soils shown on the soils map should be listed.)
        - Georgeville silty clay loam, 2-6% slopes.
        - GeB2 — Georgeville silty clay loam, 2-6% slopes. Georgeville soils are very deep, well-drained, and moderately permeable. The parent material

Approved 9-2025

for the soil is weathered fine-grained metavolcanic rocks. It is a moderately eroded soil found on uplands with elevations ranging from 300 to 750 feet. It is a well-drained soil with moderate available water capacity. *Georgeville is considered a prime farmland soil.*

Utilize the following table format to list all soils found within the easement area:

Soil Type	Name	Acreage	% of Total	Prime, Unique, or Statewide Importance? Y/N

Map 5: USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels.

Map 6: U.S. Geological Survey (USGS) U.S. Topo or 7.5-minute quadrangle topo map with clear contour lines.

Section 6: Descriptions of the Property's Natural Features:

In this section, highlight all the property features at the time of the easement, including but not limited to:

- Man-made features: Existing man-made improvements or incursions, such as roads, buildings, fences, man-made ponds, canals, or gravel pits. This section will highlight all impermeable features.
- Vegetation, habitat, and animal presence: Identification of flora and fauna, such as rare species locations, natural habitats, animal breeding and roosting areas, and migration routes.
- Land use history: Present uses and recent past disturbances.
- Special use areas: Land management areas such as logging roads, landing decks, general forest management zones, protected riparian zones, trails, etc.
- Forest description (if applicable): General description of forest types within the easement area (e.g., hardwood, pine, ornamental, etc.).
    - *Map 7: Accompanying stand map or reference map with labeled stands (if applicable).*
- Aquatic features: List and describe all significant aquatic features (streams, water bodies, wetlands, floodplains, major waterways, etc.). Provide a brief narrative regarding how the easement positively impacts those features.
    - *Map 8: Accompanying labeled aquatic map (overlay of an aerial/satellite view, if possible).*
    - *Map 9: General hydrology map.*
- Wildlife and natural communities (*Optional*): List and describe all wildlife habitats and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).
    - *Map 10: Accompanying map of wildlife and natural communities.*

Approved 9-2025

- Additional distinct natural features: Please include any specialty areas of interest, such as large trees and ephemeral streams.

Section 7: Archeological and Historical Features:

- List and description of all historical features of significance, including cemeteries (if applicable).
    - *Map 11: Labeled map of archeological and historical features on the property (if applicable).*

Section 8: Photographic Documentation:

This section is one of the most important. A photographic record of the entire property is essential, as is an adequate representation of the site at the time of recording. All photos must be easily replicable from roads, permanent features, or GPS waypoints. Photographs are recommended to include timestamps, latitude and longitude, or GPS coordinates.

Please be diligent in representing the following:

- Photographs must be taken at regular intervals along the property line that capture the property in its entirety, including photos from each corner of the property.
- Photographs of each permanent structure within each building envelope or farmstead area.
- If not included above, all other impervious surfaces in the easement.
- Photographs of any other human modifications to the property (including roads, ditches, dams, etc.).
- General landscape pictures that are representative of the easement area.
- Photographic index with descriptions of each photo (photos must have descriptions next to them).

Map 12: Photographic documentation map with photos numbered. Include a compass direction to note the direction the photo was taken or a GPS coordinate.

Section 9: Addenda

- NCDA&CS Approved Survey
- Signed Easement Restriction Acknowledgement Form
- Environmental Site Assessment
- Forest Management Plan and/or Conservation Plan if applicable
- Preparer Information: Identity and qualifications of preparer(s) that demonstrate their experience, education, and expertise relevant to the resources, features, and characteristics being documented, the Conservation Values and purposes of the Conservation Easement, and the tasks necessary to prepare the Baseline Report.

Approved 9-2025

Section 10: Signature Page (Acknowledgement of Property Condition Form):

Signatures of acknowledgment that the landowner(s) agree with the BDR and the property's condition when the easement is recorded on the property.

The preliminary Baseline Documentation Report, with any applicable updates, must be approved at least 30 business days prior to closing**.** NO EDITS ARE PERMITTED AFTER APPROVAL. In the event of a delay in closing, the entity must provide a signed certification letter stating that there have been no changes to the easement area after sixty days. The BDR is to be reviewed by the entity and landowner, signed, and returned. The BDR must be signed by all authorized signatories of the landowner and the entity, and it must be notarized.

Note: Entities may use their own BDR acknowledgment page, including a notary individualization, but all forms must be complete.

- **Date(s) of field work, report compilation, and any follow-up visits**
- **Summary of data collection methods, including the accuracy of GPS equipment**
- **Preparer's qualifications**

Acknowledgements Examples

Baseline Documentation Team:

Sam Smart, Land Stewardship and Acquisition Specialist
Samantha Solid, Land Stewardship Specialist
Zoe Ground, Ph.D, Soil Scientist

Location of the Original Document
The original signed document is stored in a fireproof cabinet located within the Carolina Open Space Trust office. This original document was placed in this location on _____, 2027 by _____.

I. Declarations of Accuracy

This baseline report (consisting of xx pages of text including the table of contents, 4 appendices, 5 maps and 14 pages of photographs) is prepared to document the current status of the Great Ranch Conservation Property to be held by the Carolina Open Space Trust, a North Carolina 501(c)(3), nonprofit organization.

We declare that, in the preparation of this baseline report, we acted under and fulfilled our duty to gather and record the information contained herein accurately and in the regular course of the

business of the Carolina Open Space Trust. Further, we declare that the information contained herein accurately reflects our personal knowledge gained by our field observations on December 2 through 4, 2026. We declare that the information contained herein was recorded at or near the time that the information was obtained and accurately describes the conditions of the physical features and uses of the Great Ranch Conservation Property.

We declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December __, 2026.

Signatures X_____

II. Declaration of Reliance and Certification of Record

Acting as the President of the Carolina Open Space Trust and as its Custodian of Records, I declare that the Carolina Open Space Trust adopts, has relied upon, and will rely upon the information contained in this report to describe the condition of the Conservation Property. Further, I certify that the preparation of this document complies with our general procedures for creating and maintaining business records and specifically with our procedures for the creation of baseline reports. This document was created in the regular course of our business for the purpose of managing our conservation easement portfolio.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December __, 2026.

Helen Speaker X_____
President, Carolina Open Space Trust

III. Declaration of Acceptance

I, George F. Donor, as Trustee of the George Y. Donor Trust, am the current owner of the Great Ranch Conservation Property subject to the conservation easement dated December __, 2026, to be conveyed to the Carolina Open Space Trust and recorded in the official records of _____ County. I have read and independently reviewed this baseline report and declare that this report accurately describes the status of the physical features and uses of the conservation easement area.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December __, 2026.

George F. Donor, X_____
Trustee of the George Y. Donor Trust

Easement Award Grantee Responsibilities and Acknowledgements

It is the responsibility of the Grantee to provide these instructions to the closing attorney completing the title search and easement closing items. The closing attorney **MUST** complete the Closing Attorney Requirements for Conservation Easement Programs Form **AND** a State of North Carolina Substitute W-9 Form.

1. The Closing Attorney **MUST** complete the Closing Attorney Requirements for Conservation Easement Programs Form, State of North Carolina Substitute W-9 Form, at least **60 days** prior to a tentative conservation easement closing date.
    - **Due to the vendor registration requirements of the Office of State Controller, there are no exceptions to this 60-day policy.**

2. **The Grantee must ensure the following for an accurate and timely process:**
    a. Discuss with the landowner any potential title issues that could affect the certification of the title BEFORE the execution of the grant contract. Use the NCDA&CS Title Prescreen document to facilitate the discussion.
    b. Acknowledge that costs to clear title defects are the responsibility of the landowner.
    c. Engage the closing attorney directly after the contract award.
    d. Ensure the attorney has the necessary skills and schedule availability to complete a thorough review according to NCDA&CS standards, as described herein.
    e. Maintain contact with the closing attorney throughout the process. The Grantee is responsible for ensuring the transaction meets contract requirements and is completed in a timely manner within the budget parameters.
    f. Acknowledge Grantees need to fully understand the billing practices of the Closing Attorney before engagement.
    g. Acknowledge the closing attorney must represent the Grantee only.
    h. Acknowledge the closing attorney must be supplied with the most current information regarding ownership, easement area acreage, and parcel identification.
    i. Acknowledge NCDA&CS legal will coordinate the closing date with the closing attorney and grantee upon approval of all required documents and closing check request.
        i. The Request for Payment form, Easement Closing Check Request form, and all required documents must be submitted in one complete package to the NCDA&CS no later than 30 days before the proposed closing dates.
            1. Errors in the Grantee's forms and documents, or outdated State of North Carolina Substitute W-9 Form for the Grantee or Closing Agent may cause delays.

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:
N.C. Dept. of Agriculture & Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below)**:**
_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below)**:**
_____
_____
_____, _____ _____

Closing Agent (name & address below)**:**
_____
_____
_____, _____ _____

Closing Attorney Qualification Acknowledgements

1. Acknowledge the closing attorney has up-to-date knowledge of the General Statutes of North Carolina and case law pertaining to conducting real estate transactions and obtaining title clearance.

2. Certify that the closing attorney is an attorney duly licensed to practice law in the State of North Carolina.

Preliminary and Closing Attorney Requirements

1. Certify that the title insurance company issuing the title commitment and final policy of title insurance is approved by the North Carolina Insurance Commissioner.

2. Provide all Parties evidence of liability insurance coverage or indemnification in an amount equal to or greater than the easement purchase value paid from State Funds for each NCADFPTF easement. Further, the closing agent agrees to provide reimbursement to NCAD&CS for any loss of State funds caused by errors, omissions, fraud, dishonesty, negligence, or failure by the attorneys, agents, or closing agent employees to comply with written closing instructions. An insured closing protection letter is satisfactory to meet this condition of responsibility.

3. Certify that he or she will not close on an easement purchase for his or her spouse, children, partners, or business associates, and that he or she does not have a financial interest in the real estate to be covered by the proposed easement.

4. The easement acquisition transition MUST BE completed within 30 calendar days of receipt of the State funds.

5. Return the easement funds and any accrued interest in accordance with NCDA&CS instructions if the conservation easement is not closed within 30 calendar days of receipt of the State funds.

6. Acknowledge that costs to clear title defects are the responsibility of the landowner.

7. Respond to requests for edits to documents.

8. Acknowledge receipt and agree to comply with the terms of these requirements by promptly signing and returning a signed copy of these closing agent requirements to NCDA&CS.

Approved 6-2025

9. Provide a complete State of North Carolina Substitute W-9 Form with this document. Per the Office of State Controller, the State of North Carolina Substitute W-9 Form must be dated within one year prior to transmitting funds to the closing agent's escrow account. Updated forms must be submitted before requesting funds.

Attorney Requirements for Title Search

Certify that he or she will:

10. Examine the real estate records and certify title for a period of sixty years or more. There are **NO EXCEPTIONS** to the sixty-year title search period.
    a. The search period must show a beginning date and an ending date.
    b. Updated title opinion search periods must be accompanied by new title commitments that reflect those search periods.

11. Provides a duly signed title opinion along with vesting deeds, exceptions, recorded plats and a copy of the tax parcel card.
    a. A list of all title exceptions must be included in the title opinion.
    b. If any exceptions are discovered after submission to NCDA&CS, the title opinion must be revised to include those exceptions.

12. Secure the title commitment including an Insured Closing Protection Letter.

13. Comply with any listed title commitment requirements. NCDA&CS requires the Grantee and NCDA&CS to be listed on the insured and the amount of title insurance is equal to the cash value of the easement purchase price (does not include landowner donation).

14. Obtain and record as instructed the properly executed curative documents for any exceptions noted on the title commitment required to be removed, released, subordinated, cancelled, waived, or otherwise addressed as required by the title commitment or proforma policy and closing instructions.

Attorney Requirements for Settlement Statement

15. Prepare settlement statement.

    a. The following language must be included, which describes the 10% of amount of NCDA&CS easement purchase contribution to be held in escrow:

i. "A check in the sum of $_____which is a portion of the grant award is being paid to _____, Settlement Agent, which represents the easement purchase price pursuant to the North Carolina Agricultural Development Farmland Preservation Trust Fund "NCADFPTF" grant. Pursuant to program guidelines, the Settlement Agent named herein will hold 10% of the easement purchase price or $_____ in escrow until such time as the recorded easement, recorded plat, signed settlement statement, final title policy and budget reports are received and approved by NCADFPTF. The NCADFPTF shall, upon receipt of the recorded easement, recorded plat, signed settlement statement, final title policy and approval of all budget reports authorize the Settlement Agent to release all remaining grant funds, if any, to the Seller or Seller's designated payee. "

Attorney Requirements for Closing

1. Immediately following closing, provide policies of title insurance free and clear of all encumbrances (exceptions) to the title except those that NCDA&CS, has determined to be acceptable.

2. Certify that the following package will be delivered within 28 business days of receipt of recorded documents from the local land records office to NCDA&CS:
    a. Policy of title insurance (original and one copy) on the appropriate form.
    b. Recorder's certified copy of the recorded conservation easement deed and a recording receipt.
    c. Recorder's certified copies of any curative documents, including subordination agreements.
    d. Original and one copy of executed settlement statements.

3. Record of disbursement of funds to the landowner.

4. Immediately prior to closing, examine the real estate records covering the time from the effective date of the title commitment to the date of closing to determine that no new encumbrances have been recorded against the subject property, no adverse change in title has occurred, and that there are no intervening matters affecting the title that might result in a new title exception on the policy. Notify NC ADFPTF of any such changes or matters that are discovered, and delay the closing, the recording of the deed, and the disbursement of funds pending consultation with NCDAFPTF.

Approved 6-2025

5. Ensure all taxes, homeowners' assessments, etc., are current as of the date the conservation easement deed is recorded.

6. Obtain the properly executed conservation easement deed from the landowner and any other required signatory parties.

7. Record the conservation easement deed within two business days of execution.

8. Complete Internal Review Service (IRS) tax reporting Form 1099 for the full easement compensation amount, as identified in the conservation easement deed.

By signing this "Closing Attorney Requirements for Conservation Easement Programs," I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.

_____

Signature of Closing Agent Date

_____

Name of Closing Agent

By signing this "Closing Attorney Requirements for Conservation Easement Programs", I concur with the closing agent's qualifications.

_____

Signature of Grantee Representative Date

_____

Name and Title of Grantee Representative

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

This form is required.

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

_____	_____	_____
Signature of Director	Name of Director	Date

***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.

I. Purpose

The N.C. Agricultural Development and Farmland Preservation (ADFP) Trust Fund, administered by the Farmland Preservation Division of the N.C. Department of Agriculture & Consumer Services, provides grants for agricultural conservation easements on family farms throughout the state of North Carolina.

The ADFP Trust Fund will "hold grantees accountable for the expenditure of State funds by performing monitoring and oversight functions," in accordance with Administrative Code 09 NCAC 03M "Uniform Administration of State Grants" and Subsection .0400, pursuant to N.C.G.S. 143C-6-22 & 23. The ADFP Trust Fund will work with the grantee to ensure compliance with the terms and conditions of the easement. Monitoring is necessary to make certain the easements are maintained while ensuring a productive relationship between the funding source (ADFP Trust Fund), grantee (counties or private nonprofit conservation organizations, according to N.C.G.S. 106-744), and landowner.

II. Definition of Agricultural Conservation Easements

According to N.C.G.S. 106-744, an "agricultural conservation easement" means a negative easement in gross restricting residential, commercial, and industrial development of land for the purpose of maintaining its agricultural production capability. Agricultural conservation easements may be perpetual or term-limited in duration. The agricultural conservation easement may permit the creation of not more than three lots that meet applicable county zoning and subdivision regulations, provided it is allowed in the original recorded easement.

III. Involved Parties

The ADFP Trust Fund, administered by the Commissioner of Agriculture, is the funding source for purchasing conservation easements. The ADFP Trust Fund has full-time staff located in Raleigh, North Carolina. Part-time field staff members are located throughout the state. The ADFP Trust Fund Monitoring and Stewardship Coordinator is the monitoring program manager, unless otherwise designated by the Farmland Preservation Division Director. ADFP Trust Fund Field Staff and the Monitoring and Stewardship Coordinator will conduct on-site monitoring. On-site monitoring visits are assigned by the Monitoring and Stewardship Coordinator. In-office monitoring reviews are the responsibility of the Monitoring and Stewardship Coordinator.

The ADFP Trust Fund Advisory Committee is administratively located within the N.C. Department of Agriculture and Consumer Services. The Advisory Committee will advise the Commissioner on the prioritization and allocation of funds, the development of criteria for awarding funds, guidelines for monitoring easements and projects, program planning, and other areas where monies from the ADFP Trust Fund can be used to promote the growth and development of family farms in North Carolina.

Grantees are counties or private nonprofit conservation organizations**. Grantees are the first point of contact for monitoring conservation easements, discussing potential violations of contracts and/or recorded easements and enforcement of deed terms. Grantees are required to monitor the easement at least once a year and complete annual monitoring reports for the length of the term**

of the easement. Grantees shall invite all funding partners and easement co-holders to join the monitoring visit.

Landowners will work with grantees to ensure compliance with the terms and conditions of conservation easements and will be notified of site visits by the grantee.

IV. Grantee Monitoring Responsibilities and Expectations

After the approval of final budget and progress reports, and the closeout of the contract, Grantees will complete and submit the online "Grantee Monitoring Report – Perpetual or Term Easement" to ADFP Trust Fund office annually on or before December 31, beginning the year after the recording of the easement. The "Grantee Monitoring Report – Perpetual or Term Easement" is accessed through NC ADFP Trust Fund's website. For the direct link to the portal, click here. Grantees will be required to create a Formsite account to access the report portal. Grantees should follow the prompts in the online portal to complete and submit their report.

Failure to file annual monitoring reports on or before December 31 of each year shall constitute a violation of the easement and the grant contract.

- Each January, ADFP Trust Fund staff will inform grantees of the easements scheduled for a combined site visit with ADFP Trust Fund personnel during that calendar year. Grantees will coordinate these visits and promptly notify the relevant ADFP Trust Fund staff members to ensure simultaneous participation. The responsible entities will also ensure the landowner is informed about the site visit and the monitoring method to be employed. The use of unmanned aerial vehicles (UAVs), or drones, can supplement the in-person site visit with the landowner's permission. If drones are involved, the entity will obtain the landowner's consent. Regardless of the monitoring method, every effort will be made to thoroughly assess as much of the easement area as possible.
- Remote Monitoring Guidelines (third party satellite or commercial imagery): Entities must annually assess the suitability of remote monitoring for each conservation easement property. It is recommended that if entities conduct remote monitoring, they rotate between remote and in-person monitoring. At a minimum, in-person monitoring is required the year in which the following conditions occur: a change in landownership, the landowner indicates interest in land management changes, or a property has a violation within the last five years. If a potential violation is identified from remote monitoring, an in-person visit must occur within the same year.

  NCDA&CS may request follow-up in-person monitoring visits when the imagery does not meet the criteria above or is insufficient to verify a property's on-the-ground conditions. Remote imagery should be captured within the current calendar year and must have a spatial resolution no coarser than 1.5 meters.

V. ADFP Trust Fund Staff Monitoring Roles and Responsibilities

The ADFP Trust Fund staff monitoring methods include but are not limited to:

- In-person monitoring visit: ADFP Trust Fund staff are required to physically visit the easement the first year after the easement is recorded and every three years thereafter. These monitoring visits will be coordinated with the grantee's annual monitoring visit. All interested parties will be invited.

- In-office: ADFP Trust Fund staff will review grantee monitoring reports and verify the information from the reports.

Site visit protocol for ADFP Trust Fund staff:

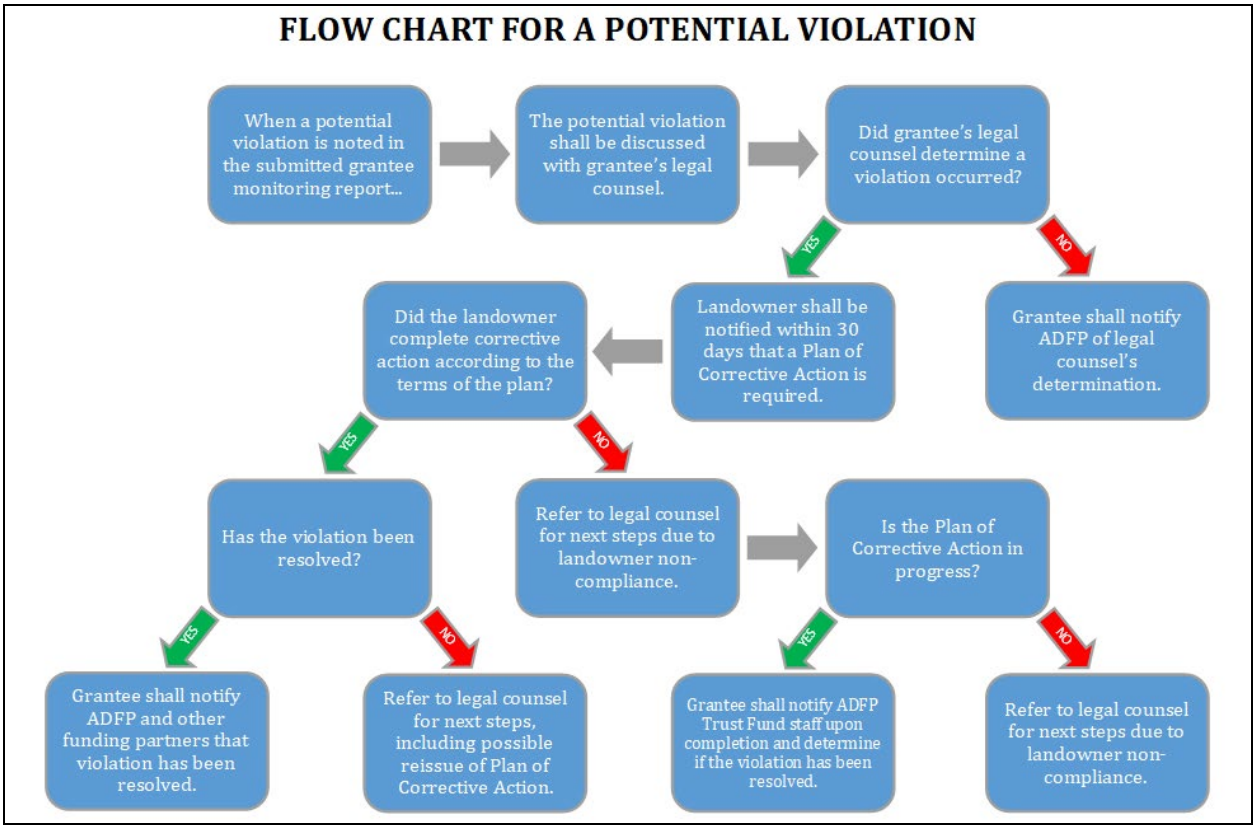
- Communicate with the grantee about the site visit. ADFP Trust Fund staff and grantee will coordinate annual monitoring visits to the extent possible.
- Prior to the site visit ADFP Trust Fund staff will review easement survey, BDR, and previous years' "Grantee Monitoring Report – Perpetual or Term Easement".
- Site visits can be conducted on foot, by vehicle or by drone as long as proper inspection of entire easement area is completed and necessary landowner permission is obtained.
- Compile documentation, including, but not limited to, photographs, including land condition, and current use data.
- Complete "ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement."
- A site visit will occur the first year after the recording of the easement, and then every three (3) subsequent years unless otherwise directed.

In-office monitoring protocol for ADFP Trust Fund staff:

- Review completed "Grantee Monitoring Report – Perpetual or Term Easement."
- Review the most current aerial photography data available (e.g. GIS via Multi-Hazard Threat Database (MHTD), Google Earth, etc.).
- Compare aerial photography with the Baseline Documentation Report and most recent ADFP Trust Fund Staff In-Office Monitoring Report.
- Complete "ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement."
- In-office monitoring will be completed every three (3) years; the year prior to an ADFP TF staff monitoring site visit.

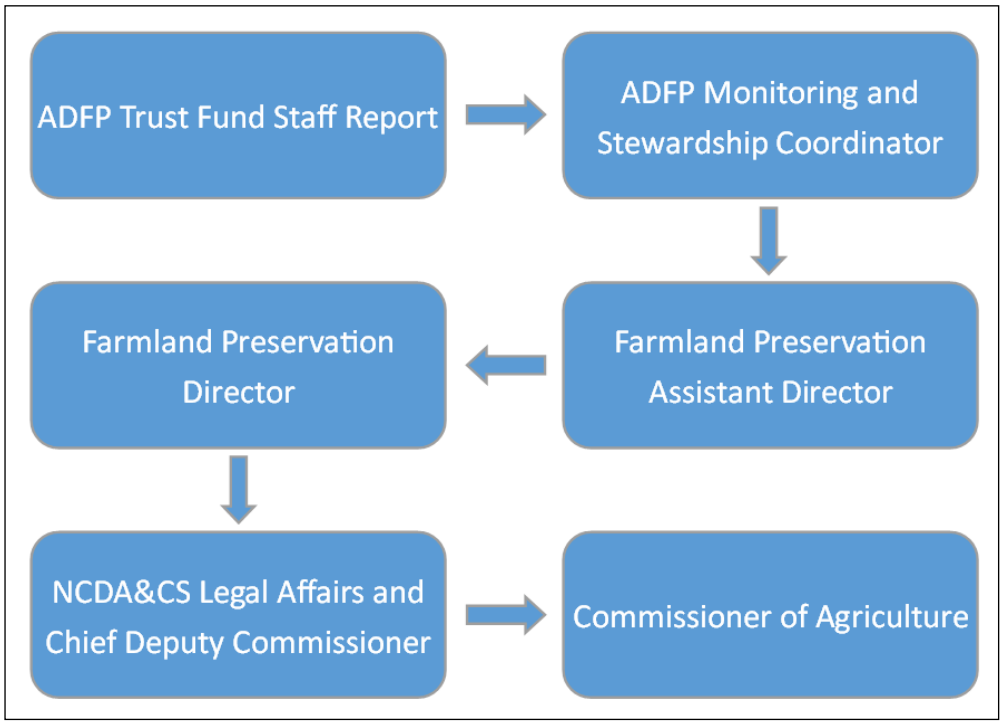
VI. Additional Guidance and Reference - Potential Violations

Grantees shall note any potential violation in their annual monitoring report and discuss with their organization's legal counsel. If the grantee's legal counsel determines a violation has occurred, the landowner shall be notified within 30 days that a Plan of Corrective Action is required (see chart below):



The Plan of Corrective Action must be a comprehensive plan detailing the corrective action that will be taken to remedy all violations and bring the project back in compliance.

In the event the grantee is unwilling or unable to enforce the terms of the easement, ADFP TF staff will note the potential violation in their annual monitoring report and start the internal review process (see chart below):



ADFP Trust Fund Staff are

to follow appropriate approved ADFP Trust Fund Policies and Guidelines as directed by the ADFP Trust Fund Advisory Committee and the Commissioner of Agriculture, i.e. ADFP Trust Fund Grantee Eligibility Status.

VII. Monitoring Documents

The following documents will be used for the monitoring of conservation easements:

- Grantee Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement
- Documents from the recorded conservation easement, including, but not limited to, recorded survey, baseline documentation report, previous monitoring reports, and the deed of conservation easement.

VIII. Document Filing, Retention, and Disposal

All completed reports, including maps from GIS and supplemental documentation from grantees, will be scanned for electronic storage and printed for paper files. The North Carolina State Property Office, Land Asset Maintenance database (http://www.ncspo.com/fis/dbLandAsset.aspx) lists all ADFP Trust Fund funded easements. Electronic copies of monitoring documents will be stored on the ADFP Trust Fund server and SharePoint page.

All monitoring documents will be filed, retained, and disposed of pursuant to the ADFP Trust Fund records retention schedule.

General Terms and Conditions

DEFINITIONS

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

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

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

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

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

Relationships of the Parties

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

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

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

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

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

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

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

Indemnity

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

Default and Termination

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

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

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

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

Confidentiality

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

Oversight

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

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

CONTRACT and FINANCIAL DOCUMENTS SIGNATURE CARD

INSTRUCTIONS:
Please read and fill in the required information for each field as applicable. Signatures must match the Contract signatures. A revised form must be submitted prior to processing any contractual documents, submitting "Request for Payments," or any other financial documents if the affixed signature(s) are no longer valid. This form may be duplicated if more than two people are signing for the organization.

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 as having legal signing authorization on behalf of the above named organization for the purposes of executing contractual documents as well as preparing, approving, and executing all financial documents to include "*Requests for Payments*." I understand the legal implications of all misrepresentation(s), which include but are not limited to defrauding the State of North Carolina and certify via my signature below, I have full authority to execute this Agreement on behalf of the named organization.

GOVERNMENT ENTITIES ONLY
(Must match Contract signature)

Authorized Government Official	**CFO, Controller, or Other Authorized Government Official**
Printed Name:	Printed Name:
Title:	Title:
Email Address:	Email Address:
Signature:	Signature:

Budget Revision/Amendment Request

Date: 12/15/2025 **Amount:** 442,347.85

Dept. Head: Daniel McClellan **Department:** Soil & Water

☐ **Internal Transfer Within Department** ☐ **Transfer Between Departments/Funds** ☑ **Supplemental Request**

This budget amendment will record the Williams 1 and Williams2 Farm Conservation Easement.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	3270-9698-Will1	Soil and Water Grant-Will1		196,905.85		196,905.85
460	9	3270-9698-Will1	Soil & Water District Activities- Will1		196,905.85		196,905.85
460	6	3270-9698-Will2	Soil and Water Grant-Will2		245,442.00		245,442.00
460	9	3270-9698-Will2	Soil & Water District Activities- Will2		245,442.00		245,442.00
				-	884,695.70	-	884,695.70

Budget Officer

Approved

Denied

_____

Signature

_____

Date

County Manager

Approved

Denied

_____

Sianature

_____

Date

Board of Commissioners

Approved

Denied

_____

Signature

_____

Date

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Cabarrus Soil and Water Conservation District - Authorization for Cabarrus Soil and Water Conservation District to Approve Grant Contract

BRIEF SUMMARY:
Cabarrus Soil and Water Conservation District wishes to formally accept a $196,905.85 Agriculture Development and Farmland Preservation Trust Fund grant from the North Carolina Department of Agriculture and Consumer Services. The purpose of the grant is to purchase a permanent conservation easement on a portion of Wilburn Williams Family Farm farmland. The contract calls for the County to provide an in-kind match in the form of staff and/or purchased services, which are already included in the SWCD budget. The landowner and USDA Natural Resource Conservation Service are also providing matching funds.

REQUESTED ACTION:
Recommended Motion:

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

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Amy Cook, Resource Conservation Easement Specialist

BUDGET AMENDMENT REQUIRED:
Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Contract
- Budget Amendment

Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

November 13, 2025

Daniel McClellan, Senior Resource Conservation Coordinator/Manager
Cabarrus Soil and Water Conservation District
715 Cabarrus Avenue West, Room 301
Concord, NC 28027-6214

NOTIFICATION OF FUNDING OFFER

Dear Daniel:

On behalf of Commissioner Steve Troxler and the North Carolina Department of Agriculture and Consumer Services - Farmland Preservation Division, I am pleased to inform you that **$196,905.85** for your project, **Wilburn Williams Family Farm 1 Conservation Easement**, was approved under the Agricultural Development and Farmland Preservation Trust Fund.

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 and submit the scanned copy electronically, or to complete electronic signature documents as provided by ADFP Trust Fund staff at the signatory's request. To return a hand-signed and scanned contract packet, or to request a digital/electronic signature contract packet, email ADFP Trust Fund Grant Specialist Kelsey Pearce at kelsey.pearce@ncagr.gov.

By completing these documents, you are agreeing to the specific stipulations, the general terms and conditions and specific reporting requirements. For hand signatures, 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.

One fully-executed, 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 Corey Hoilman at 919-707-3069, or feel free to send an email to corey.hoilman@ncagr.gov.

I would like to take this opportunity to thank you for participating in the ADFP Trust Fund to conserve North Carolina's farmland and family farm operations.

Sincerely,

N. David Smith
Chief Deputy Commissioner

Enclosures

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

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Steven W. Troxler, Commissioner

Contract Check Off List for Grantee (Government State/Other Funded)

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 Soil and Water Conservation District

PROJECT TITLE/NAME: Wilburn Williams Family Farm 1 Conservation Easement

CONTRACT #: 26-027-4005 **TRACKING #:** ADFP-CAB-18-ACE-005

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	Scope of Work (includes Timeline and Line Item Budget)		Yes		No		Yes		No
	Yes		No	Terms and Conditions		Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No
	Yes		No			Yes		No		Yes		No

Rev. 6/17, 4/22, 9/22

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Departmental Use Only

AGENCY: 1000
ACCOUNT: 601450-56400008-1001012-0000000-2025-000000-0000000000-0000-000000-00000
AMOUNT: $196,905.85
TIME PERIOD: 10/1/2025 - 9/30/2028

North Carolina Department of Agriculture and Consumer Services
Farmland Preservation Division

Agricultural Development and Farmland Preservation Trust Fund – Government

CONTRACT #: 26-027-4005
ADFP TRACKING #: ADFP-CAB-18-ACE-005

This Contract is hereby entered into by and between the **North Carolina Department of Agriculture and Consumer Services, Farmland Preservation Division**, (the "Agency") and **Cabarrus Soil and Water Conservation District**, ("Grantee"), and referred to collectively as the "Parties." The Grantee's federal tax identification number is 56-6000281, is physically located in Cabarrus County (District 8), and is further located at 715 Cabarrus Avenue West, Room 301, Concord, NC 28027.

The purpose of this Contract is to encourage the preservation of qualifying farmland and to foster the growth, development, and sustainability of family farms. The Grantee's project title is **Wilburn Williams Family Farm 1 Conservation Easement**. This Contract is funded by State appropriations. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends 6/30.

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. Scope of Work, including Timeline, Line-Item Budget, and Budget Narrative
3. Terms and Conditions

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 10/1/2025 and shall terminate on 9/30/2028 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. Per the *Conservation Easement Contract Grantee Duties and Reporting Requirements* in the attached Scope of Work, a request for an amendment must be submitted to the Farmland Preservation Director 60 days before the end of the contract.

This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. This request must provide proper documentation for the hardships that delayed completing the grant project and a revised timeline to complete the conservation easement project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:

a. Death, severe illness or incapacitation of a landowner;
b. The Grantee has applied for federal funding and has not yet received a funding notification;
c. The Grantee has federal funds under contract and has not yet received approval to release federal funds;
d. Contractor-related delays associated with the production of required due diligence documents;
e. Environmental issues requiring a Phase II environmental site assessment;
f. Title or domestic issues, including but not limited to concerns that prevent title certification, boundary line disputes, access or right-of-way issues, bankruptcy, liens, or subordination refusals.

In accordance with 09 NCAC 03M .0703(4) all Parties agree to maintain, physical or digital, copies of all pertinent records for a period of five (5) years or until all audit expectations have been resolved, whichever is longer.

III. Grantee's Duties:

The Grantee shall provide the services as described in the attached Scope of Work.

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 $196,905.85.

This amount consists of $196,905.85 in State funds.

[X] a. The Grantee's minimum matching requirement is $29,535.88, which consists of:

	In Kind	$
	Cash	$
	Other – Cash and In Kind:	$29,535.88

[X] b. The Grantee has secured or has committed to apply for an additional $360,600.85 to complete the project as described in the Scope of Work. The Grantee shall notify the

Agency within 30 days of notification of additional funding decisions. If the funding decision has impacts on the project, the Agency will need to be notified of the impacts within the 30 days stated above.

The total Contract amount – the award amount plus the minimum in required matching funds – is $226,441.73.

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:

The Grantee shall provide the Agency with progress reports, both financial and programmatic, for due diligence items.

Due Diligence Items	Yearly Budget and Progress Report Due Dates
Easement Parcel ID Suite	180 days
Legal Conservation Suite	270 days
Final Legal Conservation Documentation Suite	365 days or with final payment request

Three budget and progress reports are due per contract year to document due diligence progress, and to track funds spent and match requirements. For easements not recorded in the first 365 days, the reporting process will repeat itself during each subsequent contract year.

If the specified items are not submitted at or prior to the reporting deadline, a due diligence extension must be filed before the reporting milestone has been reached. Each extension pushes out the due diligence date in **three-month** increments.

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that each employee has signed and approved by the appropriate supervisor, travel logs and invoices for in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

Due diligence items will be completed and submitted via the secure ShareFile Link supplied to the primary contact by the final date of the reporting period.

The Grantee will remain in compliance with the requirements set forth in this 09 NCAC 03m .0703(14), including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.

IX. Payment Provisions:

The grantee shall provide the Agency with the appropriate reimbursement request (downloadable at www.ncadfp.org) and required documentation of performance and expenditures for associated grant reimbursement. Upon approval by the Agency, payment shall be made within 30 days. Ten percent (10%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

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 "Request for Reimbursement" form. Eligible uses of income earned are:

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

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 either a final invoice or a refund of any funds received but not expended. 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. See the Conservation Easement Contract Grantee Duties and Reporting Requirements document in the Scope of Work attachment for more details on payment provisions.

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: NCDA&CS IA Report Suspected Fraud, Waste, or Abuse Site.

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 PARCEL CARRIER	IF DELIVERED BY ANY OTHER MEANS
Corey Hoilman, Assistant Director 1001 Mail Service Center Raleigh, NC 27699-1001 Telephone: 919-707-3069 Email: corey.hoilman@ncagr.gov	Kelsey Pearce, ADFP Trust Fund Grant Specialist 2 W. Edenton St. Raleigh, NC 27601 Telephone: 919-707-3074 Email: kelsey.pearce@ncagr.gov Grants and Contracts email: agr.grants@ncagr.gov

For the Grantee:

GRANTEE CONTRACT ADMINISTRATOR - MAILING ADDRESS	GRANTEE PRINCIPAL INVESTIGATOR OR KEY PERSONNEL
Daniel McClellan, Senior Resource Conservation Coordinator/Manager Cabarrus Soil and Water Conservation District 715 Cabarrus Avenue West, Room 301 Concord, NC 28027-6214 Telephone: (704) 920-3300 x2 Email: wdmcclellan@cabarruscounty.us	Amy Cook, Resource Conservation Easement Specialist Cabarrus Soil and Water Conservation District 715 Cabarrus Avenue West, Room 301 Concord, NC 28027-6214 Telephone: (704) 920-3300 x2 Email: alcook@cabarruscounty.us

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:

a. Will implement or already have implemented adequate internal controls over disbursements.
b. 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
c. Assure adequate control of signature stamps/plates.
d. Assure adequate control of negotiable instruments; and
e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIV. Outsourcing and Subcontracting:

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.

It is the Grantee's responsibility to adhere to the following if subcontracting transpires:

a. The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.

b. The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.

XV. 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.

XVI. N.C.G.S. §132-1.10 Personal Identifying Information

N.C.G.S. §132-1.10(a-h) outlines the use and prohibition of the social security number and/or other personal identifying information for illegitimate or unlawful reasons. In execution of this Contract, you attest, for your entire organization, its employees, agents, and/or contractors, you will protect all social security numbers and/or other personal identifying information from illegitimate or unlawful usage according to applicable North Carolina General Statues and Policies set forth.

XVI. 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: Cabarrus Soil and Water Conservation District

Signature of Authorized Representative Date

Printed Name Title

Witness:

Signature Date

Printed Name Title

North Carolina Department of Agriculture and Consumer Services
Counter-Signature Authority

Date:

N. David Smith
Chief Deputy Commissioner

Scope of Work Attachment Contents for the Standard Conservation Easement Appraisal Program:

a. Scope of Work and Map

b. Easement Restriction Acknowledgement Form

c. ADFP Trust Fund Conservation Easement Contract Grantee Duties and Reporting Requirements

d. Line-Item Budget with Narrative and Project Timeline

e. Entity and Landowner Agreement to Purchase an Agricultural Conservation Easement

f. Easement Holder Approval Form

g. Subcontractor Approval Form

h. Conservation Easement Template

i. Survey Requirements and Checklist

j. Appraisal Checklist

k. Environmental Audit Requirements and Checklist

l. Baseline Documentation Report Requirements and Checklist

m. Closing Agent Requirements for Easement Programs

n. ADFP Trust Fund Monitoring Policies

Scope of Work

The purpose of this contract is to place a perpetual agricultural conservation easement on **+/- 68** acres of **Wilburn Williams Family Farm 1 Conservation Easement** in **Cabarrus County**.

Landowner name(s):
Wilburn Williams Family Farm LLC

Physical Address:
15711 Hopewell Church Road, Midland, NC 28107

Latitude and Longitude:
35.200449999999996, -80.502889999999994

Parcel Identification Number (PIN):
55531028210000

Grantee:
Cabarrus Soil and Water Conservation District

Number of Recorded Easements:
One

Additional Funding Sources (secured or unsecured):
Statewide ALE

Attached is a map of the proposed conservation easement:

Proposed Easement Boundaries



0 0.17 0.35 0.7 Miles

Legend

- 1 Ac Proposed Farmstead Ag Structures
- 1612 sqft impervious surface
- 1 Ac Proposed Residential farmstead building envelope
- KipWilliams2
- cabarrusgis.CAB_DBO.St
- YadkinHydro
- Aerial 2023 - 9 Inch.sid
- RGB
- Red: Band_1
- Green: Band_2
- Blue: Band_3

N

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Easement Restriction Acknowledgement Form

Grantees:

The conservation easement project may <u>NOT</u> proceed without the signed and notarized Easement Restriction Acknowledgement Form.

<u>EACH</u> landowner must provide a signed and notarized Easement Restriction Acknowledgement Form.

The Grantee will use the conservation easement template as identified in the grant contract. Easement templates version may change due to:

- Partnership funding changes
- Addition or subtraction of Building Envelope

Please note: The conservation easement language may differ between the various templates. Grantees and landowners are responsible for reviewing the conservation easement template for their individual projects. The Grantee is responsible for transmitting the appropriate easement template to **<u>all landowners</u>** and submitting the signed and notarized Easement Restriction Acknowledgement Form(s) to the Agency electronically and the original copy by certified mail. In the event of a conservation easement template change, the easement-holding entity is responsible for providing the new template to the landowner for review.

<u>Each landowner, including marital interests in the property, must submit an individually signed form.</u>

N.C. Agricultural Development and Farmland Preservation Trust Fund (NCADFPTF) Easement Program (check only one):

☐ NC ADFPTF Easement
☐ NC ADFPTF and County or NGO Easement
☐ NC ADFPTF and USDA-NRCS ALE Easement
☐ NC ADFPTF and USDA-NRCS RCPP Easement
☐ NC ADFPTF and US Air Force Easement
☐ NC ADFPTF and US Navy Easement
☐ NC ADFPTF, USDA-NRCS ALE, and US Air Force Easement

Landowner/Grantor (name & address below**):**

_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below**):**

_____
_____
_____, _____ _____

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Easement Restriction Acknowledgement Form

I, _____, attest to reading the conservation easement template attached herein.

With my signature below, I acknowledge, as a landowner:

- The conservation easement template will be used for the subject property and in the prescribed format with no changes beyond fillable fields and optional sections.
- The conservation easement restricts or prohibits certain activities, such as Development, Subdivision, Surface and Subsurface Mineral Exploration and Extracting, Dumping and Trash, Structures and Improvements, Signage, and a Limitation on Impervious Surfaces.
- I retain certain rights and responsibilities, such as the Right to Farm, the Right to Privacy, the Right to Use the Protected Property for Customary Rural Enterprises, Allowable Construction, Recreational Improvements, Utility Services, Septic Systems, Fuel Storage, Forest Management and Timber Harvest, Water Rights, Land Application, Natural Resource Restoration and Enhancement Activities, and Pond Creation and Wetland Restoration.
- I have the ongoing responsibility of paying taxes, upkeep and maintenance, a notice of sale or transfer of the property, managing the land in accordance with defined erosion control practices that are addressed to highly erodible land, and allowing monitoring visits with reasonable advance notice.
- I represent the title warranty and environmental warranty of the property, and the conservation easement shall be servitude running with the land in perpetuity or, for the set number of years determined by the conservation easement, and every provision of this conservation easement that applies to the current landowner shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors.
- I have had the opportunity to be represented by counsel of the landowner's choice and fully understand the landowner is hereby permanently relinquishing property rights that would otherwise permit the landowner to have a fuller use and enjoyment of the property.

_____ _____
Landowner Signature Conservation Easement Project Name

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State,

do hereby certify that _____ personally appeared before me this day and

acknowledge to me that he or she signed the foregoing document.

Witness my hand and official stamp or seal this _____ day of _____, 20_____.

_____ (Official Seal)
Official Signature of Notary

My commission expires: _____

1. The Grantee shall serve as the primary point of contact for all correspondence (written/digital, verbal, in-person) related to the conservation easement project. The Grantee shall be included in all correspondence related to subcontractors (appraisers, surveyors, attorneys) and landowners to ensure compliance with privacy laws, monitor budget expenditures, maintain transparency in communications, and prevent fraud, abuse, and waste.

2. If other funding partners (e.g., USDA, DoD, county government) are included in the conservation easement project, the Grantee shall be responsible for obtaining approvals for conservation easement deliverables from each funding partner. If deliverable requirements differ among funding partners, the Grantee shall be responsible for coordinating with each funding partner to ensure compliance with the requirements of each program. The Grantee shall ensure that all correspondence related to these approvals and requirements, across all modes of communication, is shared with the Agency.

3. The Grantee is responsible for developing, facilitating the development, or ensuring the completion of all conservation easement deliverables required in this Contract and submitting them via the secure ShareFile Link provided by the Agency. The Grantee shall complete all required deliverables and outputs in accordance with the prescribed standards in this Contract. All required deliverables and outputs must be created or updated according to the terms and conditions of this Contract and dated within the contract period.

4. The Grantee shall use the conservation easement template and deliverables checklists provided by the Agency, which may be periodically updated to reflect changes in applicable federal, state, or local laws, administrative codes, regulations, case law, program rules, or industry best practices. The Grantee is responsible for implementing and complying with the most current version of the deliverables checklist as updated and communicated by the Agency unless otherwise directed. Failure to utilize the updated conservation easement template or deliverables checklist may result in non-compliance with the terms of this agreement.

5. The Grantee is responsible for the submission of all Requests for Initial Payments, Requests for Reimbursement, Budget and Progress Reports, Final Reports, and all required documentation to support these documents.

6. The Grantee is responsible for procuring subcontractors. All subcontractors must meet the qualifications and work output requirements detailed in the applicable deliverables checklist. All subcontractors must complete the applicable forms attached to this Contract and be approved by the Grantee and NCDA&CS ADFPTF. The Grantee shall make every effort to procure subcontractors at a rate less than or equal to the amount in the line-item budget in this Contract.

7. The NCDA&CS ADFPTF conservation easement contract is a three-year contract. The first contract year is to complete the conservation easement project, including recording the conservation easement. The remainder of the term is reserved for the completion of the conservation easement project due to documented hardships. **The Grantee agrees to record the Wilburn Williams Family Farm 1 Conservation Easement within the first year of the three-year Contract,**

following the timeline below. Failure to follow the deliverable timeline is a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF.

8. If the Grantee fails to record an approved conservation easement according to the terms and conditions of this Contract within the contract period, the Grantee is responsible for repaying all funds expended.

9. The deliverable timeline is arranged by six suites of documents and must be submitted in the order identified below. The first deliverable required is a signed and notarized Easement Restriction Acknowledgement Form that must be submitted in the first 60 days of the contract period. The Grantee is responsible for securing qualified staff or subcontractors to complete due diligence items. The Grantee will supply the attached checklists to these individuals and will submit the associated qualification verification form with the appropriate document suite. NCDA&CS and other funding partners MUST approve all items in the suite before continuing to the next suite.

10. If the Protected Property contains Highly Erodible Cropland and/or at least 20 acres of contiguous forest land, an Agricultural Land Easement Plan (the "ALE Plan") prepared by Grantee in consultation with the landowner and a professional resource manager, including, but not limited to, NRCS, the local Soil and Water Conservation District, and North Carolina Forest Service is required. The ALE Plan will be developed using the standards and specifications of the NRCS Field Office Technical Guide. However, the landowner or Grantee may develop and implement an ALE Plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The Grantee agrees to update the ALE Plan, in consultation with the landowner, in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan will be kept on file with the Grantee.

11. Due diligence items will be completed and submitted via the secure ShareFile link supplied to the primary contact by the final date of the reporting period.

12. If the items are not submitted at the reported deadline, a due diligence extension must be filed before the report deadline. Each extension pushes out the due diligence date in **three-month** increments. Budget and progress reports are still required every three months if an extension is requested.

13. A first-year budget and progress report MUST be filed 30 days prior to the end of year one. If a budget and progress report is not submitted with a due diligence extension request citing approved hardship, the Grantee will be considered in breach of Contract. Failure by the Grantee to initiate deliverables on the conservation easement project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF.

Required Grantee Deliverables Within the First Contractual Year

*Must be **provided in the following order as a complete suite** and submitted in Word or PDF electronic format for upload to the Sharefile folder sent to the primary contact.*

Deliverables (Documents)	Due Date
1. **Easement Restriction Acknowledgement Form** o Must be Signed and Notarized	Within 60 days
Easement Parcel Identification Suite Part A 1. **Completed and Signed Closing Attorney Checklist** 2. **Signed Attorneys' Preliminary Title Opinion** Must certify title for a period of at least sixty years 3. **Preliminary Title Commitment** 4. **Insured Closing Protection Letter** 5. **Copies of Vesting Deeds, Maps, tax parcel card, and ALL Exceptions on title** 6. **Preliminary Conservation Easement Survey** 7. **Written confirmation from the lienholder of cancellation or subordination of all liens, judgments, deeds of trust** 8. **Written confirmation from the landowner that ALL leases, recorded and unrecorded, will be subordinated or cancelled**	Within 150 days of the beginning date of the grant contract
Easement Parcel Identification Suite Part B 1. **Certified Development Rights Appraisal**, dated within the contract period and less than 365 days prior to closing, OR with an appraisal update or recertification of value. 2. **GIS Shapefiles of Easement**	Within 180 days of the beginning date of the grant contract
Land Management Documents Suite 1. **Environmental Audit**, including Hazardous Materials Checklist and Landowner Interview, and Signed Environmental Opinion 2. **Conservation Plan**, if applicable 3. **Forestry Plan**, if applicable 4. **Preliminary Baseline Documentation Report** with applicable Conservation Plan and Forestry Plan, Environmental Audit	Within 210 days of the beginning date of the grant contract and no less than 60 days before the scheduled conservation easement recording date
Legal Conservation Document Suite 1. **Conservation Easement** in final form with all **Applicable Exhibits** 2. **Title Commitment** with NCDA&CS approved legal description and approved amount of insurance coverage and named insured 3. **Signed Subordination Agreement, Proof of Payoff or Proof of Cancellation**, if applicable 4. **Signed Preliminary HUD (Settlement) Statement** with NCDA&CS holdback language included 5. **Signed Conservation Easement Closing Check Request Form** ***Final closing check requests will not be processed until all completed documents are approved.***	Within 270 days of the beginning date of the grant contract, no less than 30 days before the scheduled easement recordation, and no less than 30 days before the contract end date.
Final Legal Conservation Document Suite 1. **Recorded Conservation Easement** 2. **Recorded Survey** 3. **Final Title Opinion,** signed by the closing attorney 4. **Final Title Policy** 5. **Signed HUD (Settlement) Statement** 6. **Signed Baseline Documentation Report,** including applicable Conservation Plan and Forestry Plan, Environmental Audit, and Conservation Easement Survey; includes Signed Landowner and entity Acknowledgement Form 7. **Request for Final Payment** 8. **Recorded Subordination Agreement**, if applicable 9. **Acquisition-specific documents as required by NCDA&CS legal staff**	Due within 20 working days (28 calendar days) following the recording date of the easement *Please note: the release of holdback funds will not be authorized until all post-closing documents are submitted and approved. Failure to do so may result in the loss of grant funds.*

14. The Grantee shall provide the Agency with progress reports, both financial and programmatic, for due diligence items.

Due Diligence Items	Yearly Budget and Progress Report Due Dates
Easement Parcel ID Suite	180 days
Legal Conservation Suite	270 days
Final Legal Conservation Documentation Suite	365 days or with final payment request.

Three budget and progress reports are due per contract year to document due diligence progress, and to track funds spent and match requirements. For easements not recorded in the first 365 days, the reporting process will repeat itself during each subsequent contract year.

If the specified items are not submitted at or prior to the reporting deadline, a due diligence extension must be filed before the reporting milestone has been reached. Each extension pushes out the due diligence date in **three-month** increments.

In-kind and cash match shall be a part of the required financial reports, and documentation of the reported match shall be included with the reports. Documents shall be in the form of individual timesheets that each employee has signed and approved by the appropriate supervisor, travel logs and invoices for in-kind match, copies of checks, bank deposits, and fund transfers for cash match. Other types of documents may be acceptable with the approval of the Agency Manager.

Deliverables will be completed and submitted via the secure ShareFile Link supplied to the Grantee by the final date of the reporting period.

15. The Grantee shall use the selected easement template. The selection of the appropriate template is based on partnership funding used to secure the conservation easement, the term of the easement, the valuation method used, and the presence or absence of building envelopes. The Grantee shall use the conservation easement template at the time of contract execution or subsequent versions. The easement templates are downloadable at www.ncadfp.org:

    ☑ **ADFPTF-USDA Template Easement**

    If funding partners or building envelopes change, the Grantee shall use the latest version of the approved conservation easement template to meet the updated conditions.

    The Agency legal counsel and Farmland Preservation Director must approve additions, omissions, or modifications of said template. The final "Conservation Easement" must meet with Agency approval to remain eligible for funding.

16. An initial payment is a one-time request to receive grant funds to initiate conservation easement deliverables. The Grantee may request no more than $25,000 for an initial payment. If the total award amount is less than or equal to $27,780.00, no more than 90% of the total grant amount may be requested for an initial payment. An initial payment is not required by the Grantee.

17. The Grantee must pay all allowable costs for conservation easement deliverables to be eligible for reimbursement. No grant payments, except for the easement closing check, shall be issued to other persons or entities, based on invoices, unpaid timesheets, or other pending balances.

18. The Agency shall only provide reimbursements through the Contract to the Grantee.

19. Impervious surface will not exceed two percent (2%) of the Protected Property, excluding Soil and Water Conservation District or NRCS-approved conservation practices. Impervious surfaces are defined as materials that do not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings, with or without flooring, paved areas, solar panels, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads.
    - The Grantee may request a waiver above the 2% by completing the attached Impervious Surface Limit Waiver.
    - No impervious surface waivers will be accepted on projects with partner funding through USDA-NRCS RCPP.

20. The Grantee shall provide the Agency with the appropriate reimbursement request (downloadable at www.ncadfp.org) and required documentation of performance and expenditures for associated grant reimbursement. The Agency shall make payments to the Grantee on the following guidance:
    - No more than $25,000 if the grant award is $27,778 or greater, and up to 90% of the grant if the award is less than $27,778 before the recording of the "Conservation Easement."
    - All payment requests must document the purpose of using grant funds and be within the approved amounts designated in the contract grant budget.
    - At the time of a properly recorded "Conservation Easement," the Agency shall pay the Grantee no more than 90% of the awarded grant amount.
    - The Grantee shall ensure that **68 acres** are placed under an agricultural easement with no more than a 5% variance in recorded easement acreage without the prior written approval of the Agency.
        - The allowable 5% variance is between **71.4 acres** and **64.6 acres**.
        - If the variance is greater than 5% of the contracted acres and is greater than the acres listed above, the additional acreage will be approved under one of the following scenarios:
            - The additional acres are included in the original parcels, and the variance is due to Conservation Easement Survey updates.
            - The additional acres are parcels or areas within the original parcels under the same ownership as the original parcels, are in working lands use, and are within, adjacent, or contiguous to the original parcels.
        - If the variance is greater than 5% of the contracted acres and is less than the acres listed above, the grant funds for conservation easement purchase will be reduced proportionally based on the new acreage.
    - The division of the funds used to purchase the agricultural easement from matching resources and Agency resources must be maintained, as noted in the grant contract budget. The Grantee may request the Agency for an exception to the division of funds if the Agency is the only entity providing easement funding.
    - For the Standard Conservation Easement Appraisal Program, the Agency easement purchase shall not exceed 50% of the appraised easement value. If the Agency is the only

grantor of funds used to secure the conservation easement recording, the Grantee may request in writing with sound reasoning for the Agency payment to exceed 50% of the appraised easement purchase value.

- At no time shall the total payment of grant funding exceed the grant contract value.
- The Agency shall decrease the contract award amount based on the current conservation easement appraisal.
- All Grantee payments must have receipts of expenditures to verify the use of funding per contracted purposes.
- The Agency shall make the payment within 60 days of any grant reimbursement request by the Grantee with approved documentation.

21. The Grantee will use the selected conservation easement purchase funding program:

☑ **Standard Conservation Easement Appraisal Program**

The Certified Development Rights Appraisal must be completed per the ADFPTF Conservation Easement Appraisal Requirements and Checklist based on the funding sources for the easement purchase. Final conservation easement values must be determined by a Certified Development Rights Appraisal dated within the contract period and dated less than 365 days prior to closing. Supplemental appraisals, updated opinion letters, or reaffirmation letters by the appraiser for the original appraisal are acceptable if a closing occurs 365 days after issuance of the Certified Development Rights Appraisal, provided the appraiser certifies the land value with an updated effective date of valuation.

22. The conservation easement closing payment request shall be submitted in writing using the Easement Closing Check Request form by the Grantee 30 days before the set closing date, provided the following items have been achieved:
    - All closing documents (conservation easement, HUD statement, title commitment, and subordination agreement if required) have been reviewed and approved by ADFPTF and NCDA&CS legal staff.
    - The Grantee is in "Green" status based on the Grantee Risk Assessment Guide. This status requires all progress/budget reports, monitoring reports, audit reports, and other reporting documents to be current with the Agency.
    - The Grantee has followed the contractually obligated work schedule as detailed in the grant contract. If the Grantee fails to maintain the contractual agreement between NCDA&CS and the Grantee, NCDA&CS ADFPTF shall consider additional measures to ensure the Grantee follows department policies and contract procedures.
    - The proposed conservation easement closing date shall be no less than 30 days before the contract end date. This timeline eliminates the risk of losing grant funds due to the Contract's expiration.
    - All involved parties, including ADFPTF, Grantee, landowners, and all funding partners with a financial interest in the conservation easement, will confirm the closing date.
    - The closing check will be submitted to the closing attorney named in the grant contract, provided all required information provided by the Grantee is complete and approved by ADFPTF and NCDA&CS legal staff.

- If a contract is at risk of not being completed, NCDA&CS may provide alternatives to reduce that risk, including revisions of the holdback provisions or the payment delivery options for services rendered by contractual arrangement.

The accounts payable function is outside the Farmland Preservation Division. The Agency cannot guarantee a conservation easement closing check will be processed in less than 30 days.

If required deliverables on the Easement Closing Check Request are incomplete, incorrect, or require additional edits or revisions, the Agency reserves the right to hold the Easement Closing Check Request until ADFPTF and NCDA&CS legal staff provide final approval.

23. The Grantee shall not schedule a conservation easement closing without prior approval of NCDA&CS legal staff.

24. The Grantee shall also submit a final grant report. In the final report, the Grantee shall provide all budget/progress reports, the final request for payment, and an accounting of the final match claimed by the Grantee to fulfill the match requirement mandated under N.C.G.S. 106-744(c1) (1). Grant contract budgeting and payments shall holdback 10% on all line items until ADFPTF receives all required reports and documentation. The full ADFPTF easement funding allocated for easement purchase may be submitted at closing, provided the closing attorney holds the 10% in escrow until all recorded documents and reports, including the recorded conservation easement, recorded survey, final title opinion signed by the closing attorney, final title policy, recorded subordination agreement (if applicable), signed HUD statement, and signed baseline documentation report, have been received and approved by NCDA&CS. The final report and all invoices are due within 20 working days (28 calendar days) following the closing and recording date of the conservation easement. If the Grantee fails to provide the final report and required supporting documentation within the required period, the Grantee may not receive reimbursement and shall be considered ineligible for reimbursement.

25. The Grantee may request a lowering of the holdback percentage, provided the following criteria have been met:
    - An official request to the Commissioner of Agriculture with reasoning why the 10% holdback is an undue burden and a proposed revised holdback percentage.
    - The Grantee has no record of infractions or late reports for ADFPTF within the last two years from the revised holdback percentage request date.
    - If an infraction or late report occurs during the grant contract period, the holdback percentage shall be reinstated at 10% or higher as a corrective measure.

26. If the Grantee has not provided all closing documents and progress/budget reports 60 days before the Contract's end date, the Grantee may request in writing on organizational letterhead a one-year contract **extension** of the grant to the Farmland Preservation Director.
    - Extension requests and all required documentation must be received by the NCDA&CS ADFPTF a minimum of 60 days prior to the contract termination date. For NCDA&CS ADFPTF contracts that do not include associated requests for USDA-NRCS funding issued under an initial two-year term, a maximum of two extension requests for one year each may be granted, bringing the maximum term to four years. For contracts with associated requests for USDA-NRCS funding issued under an initial three-year term, a maximum of

one extension request for one year may be granted, bringing the maximum term to four years.

- This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. This request must provide proper documentation for the hardships that delayed completing the grant project and a revised timeline to complete the conservation easement project. All other required documents, including budget and progress reports, must be current. Eligible hardships include:
    a. Death, severe illness, or incapacitation of a landowner;
    b. The Grantee has applied for federal funding and has not yet received a funding notification;
    c. The Grantee has federal funds under Contract and has not yet received approval to release federal funds;
    d. Contractor-related delays associated with the production of required due diligence documents;
    e. Environmental issues requiring a Phase II environmental site assessment;
    f. Title or domestic issues, including but not limited to concerns that prevent title certification, boundary line disputes, access or right-of-way issues, bankruptcy, liens, or subordination refusals.

  All other requests for continuing the conservation easement project shall be determined on a case-by-case basis. If approved, the project may continue beyond the original contract end date. If denied, the Grantee must repay any grant funding from the NCDA&CS ADFPTF. Note: Failure by the Grantee to initiate deliverables on the conservation easement project, Grantee staff shortages or changes, and Grantee time management issues are not acceptable hardships and will result in a breach of the Contract, and the Grantee must repay any grant funding received from the NCDA&CS ADFPTF. All other grant contract extension requests shall follow the protocols outlined in the NCDA&CS ADFPTF grant contract.
- An emergency request for a fifth contract year may be granted only in the event of landowner death, severe illness, or incapacitation.

27. If the Grantee has not provided all closing documents and progress/budget reports 30 days before the Contract's end date, the Grantee may request an emergency contract extension of the grant to the Commissioner of Agriculture. This request must include reasons for not completing the grant and following the timetable of scheduled activities to complete the grant project. All other grant contract extension requests shall follow the protocols outlined in the NCDA&CS ADFPTF grant contract.

28. If applicable, additional requirements that must be addressed **prior to closing** will be listed below:

    N/A

29. After recording the "Conservation Easement" in the Register of Deeds Office, the Grantee shall annually notify the landowner and conduct a monitoring visit to the property to ensure that the easement agreement is being upheld. If structures are permitted under the easement, the Grantee shall review plans and monitor construction for compliance with the plans. Grantee monitoring shall be completed in accordance with the Agency's "Conservation Easement Monitoring Policy and Guidelines" and amendments thereto. The Grantee shall electronically complete and submit to the Agency the "Grantee Monitoring Report – Perpetual or Term Easement" to report its annual monitoring findings. The "Grantee Monitoring Report – Perpetual or Term Easement" is accessed

through a portal at www.ncadfp.org. The first "Grantee Monitoring Report – Perpetual or Term Easement" is due by December 31 of the following calendar year after the "Conservation Easement" recording and annually thereafter.

30. The Grantee shall complete all reports in a prescribed format, which the Agency shall provide. Reports and required documentation must be up-to-date for the Grantee to receive payments.

31. All publicity and printed material regarding projects or activities supported in whole or in part by this shall contain the following language: "The project received support from the NCDA&CS ADFP Trust Fund." The NCDA&CS ADFP Trust Fund logo or NC Forever Farms logo (digital versions of which can be downloaded from the Agency website at www.ncadfp.org) shall be displayed in all the Grantee's publicity and printed materials relating to this grant.

32. The Grantee will submit all reports and requested documents electronically unless instructed differently by Agency staff.

33. Non-compliance with Grantee duties will result in an immediate suspension of existing Agency grant funding. The Grantee shall be ineligible for further Agency grants until the non-compliance is corrected, and the Agency has acknowledged the correction and is in good standing.

    The Agency shall use the following guidance in placing a Grantee in non-compliance:

Frequency of Adverse Actions	***Severity of Consequences***		
	Low Severity	**Medium Severity**	**High Severity**
High Frequency	Medium Risk	High Risk	High Risk
Medium Frequency	Low Risk	Medium Risk	High Risk
Low Frequency	Low Risk	Medium Risk	Medium Risk

Definitions:

- High Frequency: Five or more times per reporting period
- Medium Frequency: Three or four times per reporting period
- Low Frequency: One or two times per reporting period
- Low Severity: These adverse actions cause disruptions and delays to the division.
- Medium Severity: These adverse actions put the Grantee out of compliance with the terms of grant contracts and reporting requirements.
- High Severity: These adverse actions cause significant financial, programmatic, or legal issues that jeopardize the Grantee's status as an eligible grant recipient.

Review Period

- ADFP Trust Fund staff will notify Grantees in a timely manner, no more than one month, of any late reports.
- Reports shall be considered delinquent 90 days after the reporting deadline.

Adverse Actions

- Low Frequency, Low Severity: Low Risk
    - Failure to return one or two completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- Medium Frequency, Low Severity: Low Risk
    - Failure to return three or four completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- High Frequency, Low Severity: Medium Risk
    - Failure to return five or more completed grant contract packets within 10 working days without staff approval. The reporting period is a grant award cycle.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue, but no grant contracts may be offered.
- Low Frequency, Medium Severity: Low Risk
    - One or two late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved.
- Medium Frequency, Medium Severity: Medium Risk
    - Three or four late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue but no grant contracts may be offered.
- High Frequency, Medium Severity: High Risk
    - Five or more late budget and progress reports, conservation easement deliverables report, or monitoring reports in the previous reporting period. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.

    - One or more late budget and progress reports or monitoring reports in the two previous reporting periods. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests is discontinued, and no grant contract may be offered.
- Low Frequency, High Severity: Medium Risk
    - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of one or two conservation easement projects. The reporting period is annual.
    - Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for one or two agricultural development projects or agricultural plans. The reporting period is annual.
    - All grant payments and proposed grant contracts are frozen until reports are filed and approved. The review of proposed grant requests may continue but no grant contracts may be offered.
- Medium Frequency, High Severity: High Risk
    - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of three or four conservation easement projects. The reporting period is annual.
    - Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for three or four agricultural development projects or agricultural plans. The reporting period is annual.
    - Material weakness found in audit. Remain at high risk until it is corrected.
    - All grant payments are frozen. The Grantee is not eligible for an ADFP Trust Fund grant application or Contract.
- High Frequency, High Severity: High Risk
    - One or more late budget and progress reports, conservation easement deliverables report, or monitoring reports in the three previous reporting periods. The reporting period is either semi-annually or quarterly for open contracts, and annually for monitoring reports.
    - Named on the North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL). The reporting period is weekly.
    - Failure to submit the final report and all invoices within 20 working days (28 calendar days) following the closing and recording date of five or more conservation easement projects. The reporting period is annual.

- Failure to submit the final report and all invoices by the 10th of the month following the Contract's ending date or within 20 working days (28 calendar days) following the completion of the project for five or more agricultural development projects or agricultural plans. The reporting period is annual.
- All grant payments are frozen. The Grantee is not eligible for an ADFP Trust Fund grant application or Contract.

34. The grant contract budget and project timeline are attached:

Conservation Easement Budget Worksheet - Southwestern Region

Date Created:

Farm Name:	Wilburn Williams Family Farms 1
Applicant Organization:	Cabarrus Soil and Water Conservation District
County of Farm:	Cabarrus

Line Item	ADFP Trust Fund	Projected USDA NRCS ALE/RCPP Match	Projected Nonprofit Match	Projected Landowner Donation	Projected County Match	Projected Other Match	Match Total	Total Project Value
Appraisal							$ -	$ -
Attorney Fees	$ 5,100.00				$ 5,100.00		$ 5,100.00	$ 10,200.00
Baseline Documentation Report	$ 3,700.00				$ 3,700.00		$ 3,700.00	$ 7,400.00
Closing Costs (Recording Fee, Title Insurance	$ 1,500.00				$ 1,500.00		$ 1,500.00	$ 3,000.00
Easement Purchase	$ 163,695.00	$ 327,390.00		$ 163,695.00			$ 491,085.00	$ 654,780.00
Environmental Assessment / Audit	$ 3,200.00				$ 3,200.00		$ 3,200.00	$ 6,400.00
Personnel / Administrative							$ -	$ -
Stewardship Endowment	$ 4,910.85			$ 4,910.85	$ 4,910.85		$ 9,821.70	$ 14,732.55
Survey	$ 14,800.00				$ 14,800.00		$ 14,800.00	$ 29,600.00
Travel							$ -	$ -
Totals	**$ 196,905.85**	**$ 327,390.00**	**$ -**	**$ 168,605.85**	**$ 33,210.85**	**$ -**	**$ 529,206.70**	$ 726,112.55

Easement Size (Acres)	68.000	Allowable acreage variance:	71.400	64.600

Notes: Cost average maximums for the region have been entered - if you wish to request **LESS** funds please adjust. Stewardship endowment funds are a maximum of three (3) percent of the final ADFP Trust Fund easement purchase value. If requesting stewardship endowment grant funds, there **must** be a secured cash match of equal or greater value.

Wilburn Williams Family Farm 1 Timeline

Quarter (Grant Year 1)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2025 – December 31, 2025	Easement Restriction Acknowledgement Form, Personnel and Administrative	$0.00	$0.00	$0.00
January 1, 2026 – March 31, 2026	Easement Parcel Identification Suite Part A Easement Parcel Identification Suite Part B	$0.00	$0.00	$0.00
April 1, 2026 – June 30, 2026	Land Management Documents Suite Legal Conservation Document Suite Target Date for Easement Closing Suite	$21,700.00	$21,700.00	$43,400.00
July 1, 2026 – September 30, 2026	Final Legal Conservation Document Suite Request for Final Payment	$175,205.85	$507,506.70	$682,712.55
Grant Year 1 Subtotals		$196,905.85	$529,206.70	$726,112.55

Quarter (Grant Year 2)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2026 – December 31, 2026				
January 1, 2027 – March 31, 2027				
April 1, 2027 – June 30, 2027				
July 1, 2027 – September 30, 2027				
Grant Year 2 Subtotals				

Quarter (Grant Year 3)	Tasks/Goals	Grant Funding to be Used	Matching Funds (cash or in-kind) to be Used	Total Funding to be Used
October 1, 2027 – December 31, 2027				
January 1, 2028 – March 31, 2028				
April 1, 2028 – June 30, 2028				
July 1, 2028 – September 30, 2028				
Grant Year 3 Subtotals				
Entire Grant Period Totals		$196,905.85	$529,206.70	$726,112.55

OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

THIS OPTION TO PURCHASE A CONSERVATION EASEMENT ("Option") is made this 20th day of November by and between Wilburn Williams Family Farm LLC., ("Seller"); and the Cabarrus Soil and Water Conservation District ("Buyer").

RECITALS

A. For the purposes of notice, the addresses of the parties to this Option are:

SELLER:	BUYER:
Wilburn Williams Family Farm LLC.	Cabarrus Soil and Water Conservation District
15701 Hopewell Ch. Rd Midland, NC 28107	715 Cabarrus Ave. W Concord, NC 28027

B. Property legal description as described at Register of Deeds (County Deed Book and Page) and as shown on the proposed conservation easement map on page 6 of this Option.

County	Deed Book and Page	Parcel Identification Number (PIN)
Cabarrus	3041:332	5553102821

C. It is the intention of both the Seller and Buyer that +/- 68 acres of the Property is preserved with conservation easements and maintained for the preservation of use as crop, horticulture or forestry as described in N.C. General Statue 106 Article 61.

D. Seller acknowledges that Buyer enters into this Option in its own right.

E. Buyer is a conservation organization having among its purposes the acquisition on behalf of the public of open space, scenic, and recreational lands.

F. Seller acknowledges that Buyer enters into this Option Agreement as an initial step in the purchase of a conservation easement on +/- 68 acres of the Property. The value of the conservation easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and other funding partner agencies such as USDA or military.

G. By entering into this Option, Seller acknowledges that it will obtain independent tax counsel and be solely responsible for compliance with any requirement of the Code to substantiate the value of the conservation easement if claiming an IRS charitable contribution.

NOW, THEREFORE, for the reasons given and other good and valuable consideration and in consideration of their mutual covenants, terms, conditions and restrictions contained herein, the receipt and legal sufficiency of which are hereby acknowledged, the Seller hereby voluntarily grants and conveys to the Buyer, and the Buyer hereby voluntarily accepts the exclusive and irrevocable option to Purchase a Conservation Easement on +/- 68 acres on the Property.
This option is given on the following terms and conditions:

1. **OPTION PERIOD.** This option shall remain in effect through four years from the date of the signatures in this contract.

2. **EXERCISE.** All rights granted by this Option shall be exercised upon posting, by certified mail, a written notice to the Seller at the first address stated in the Recitals above. Exercise shall be deemed timely if such written notice is mailed on or before the date set forth in Paragraph 1 above.

3. **CONSERVATION EASEMENTS.** The Conservation Easement on the Property to be conveyed by Seller

to Buyer, should Buyer exercise the Option granted herein, shall be in a form similar to the form of the draft conservation easement of the **ADFP Trust Fund Model Conservation Easement** as described in this contract and at www.ncadfp.org with such additional changes or modifications requested by Seller or Buyer, and agreed to by both parties with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners.

4. **PURCHASE PRICE.** The total purchase price of the Conservation Easement +/- 68 acres shall be payable in cash at closing. The fair market value of the Conservation Easement shall be determined by an appraisal performed to the Uniform Standards of Professional Appraisals Practice (USPAP) with confirmation approval by the North Carolina Department of Agriculture ADFP Trust Fund and applicable funding conservation partners. The Conservation Easement shall be fixed as noted on the attached land map.

5. **CLOSING.** Closing will take place at the offices of the Buyer's closing attorney or at such other place as the parties may mutually agree when the conditions for closing set out in this Option have been met.

6. **TITLE.**

(a) At closing, the Seller will convey the Conservation Easements to the Buyer. At the time of conveyance, the Property shall be free and clear of all liens, encumbrances, restrictions, rights or exceptions except for exceptions of record approved by Buyer.

(b) During the period of time between execution of this Option and the recordation of the Conservation Easements, should Buyer exercise the Option granted herein, Seller shall not encumber the Property nor shall they grant any interest in the Property to a third party without the prior written consent of Buyer.

7. **TITLE DEFECTS.** Buyer, at its expense, will have the title to the Properties examined. If for any reason the Seller cannot deliver the Conservation Easements at closing with title to the Properties in the condition required by Section 6 of this Option, Buyer may elect to: (a) accept the Conservation Easements with title to the Property as it is; (b) refuse to accept the Conservation Easements in which case the consideration paid for this Option shall be refunded; or (c) allow the Seller additional time to pursue all reasonable efforts to correct the problem, including bringing any necessary quiet title actions or other lawsuits. If Buyer elects to refuse to accept the Conservation Easements, or Seller desires to not pursue reasonable efforts to correct the problem, the rights pursuant to the Option granted herein shall be null and void and the rights of the parties hereto shall terminate, with neither party hereto having any further right or obligation one against the other pursuant to the terms hereof.

8. **DOCUMENTS FOR CLOSING.** The Seller shall execute and deliver at closing the Conservation Easements, any owner's affidavits or documents required by the Buyer's title insurance company to remove the standard title policy exceptions, and any other documents necessary to close in accordance with the terms of this Option.

9. **ACCESS.** The Buyer's obligations under this Option (if exercised) are contingent upon the Property having recorded, appurtenant, insurable legal access to a public road sufficient to allow the Buyer access to the Property to monitor the Conservation Easements.

10. **CONDITION OF PROPERTY.** During the period of time between execution of this Option and exercise of this Option, Seller shall do nothing to or with regard to the Property that shall damage or degrade the property, significantly alter its present appearance and value, or otherwise violate the terms of the proposed Conservation Easements. In the event of any adverse change in the condition of the Property, the Buyer may refuse to accept the Conservation Easements, in which case the consideration paid for this Option shall be refunded.

11. **ENCUMBRANCES.** Seller shall not during the period of time this Option remains in effect sell or contract to sell the Property or do any other act which might hinder the property's ability to enter the Conservation Easements.

12. **RIGHT OF ENTRY AND INSPECTION.** During the period of time this Option remains in effect, Buyer shall have the right, at its expense, to enter upon the Property at reasonable times to conduct an environmental inspection and assessment to detect hazardous or toxic substances, to have the title to the Property examined, and for other reasonable purposes related to this transaction. Buyer shall give notice in writing to Seller of any defects and objections to the title and Seller shall clear the title of defects and objections so specified within forty-five (45) days after notice thereof. In the event Seller cannot correct defects in or objections to the title so as to be able to deliver good and merchantable title free and clear of all liens, encumbrances, restrictions, and easements, Buyer may, at its election, cancel this Option, in which case the consideration paid for this Option shall be refunded. Based upon the results of the environmental inspection and assessment, the Buyer may elect to refuse to accept the conservation easement, in which case consideration paid for this Option shall be refunded.

13. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby warrants and represents to Buyer the following matters and agrees to indemnify, defend and hold Buyer harmless from any loss or liability relating to these matters, with the intent that these representations, warranties and indemnities shall survive closing.

a. Title to the Property/Authority. Seller is the sole legal owner of the Property in fee simple. The Property is not now subject to any written option or agreement of sale. To the best of Seller's knowledge and belief, the Property is not now subject to any claim or legal proceeding except as set forth herein. Seller has the full power and authority to execute this Option and all agreements and documents referred to in this Option and to fully perform as required by this Option.

b. Condition of Property. Seller is not aware of any facts that would have adverse effect on the efficacy of the Conservation Easements in protecting the conservation values set forth in the Conservation Easements.

c. Hazardous Materials. The Property is not now nor, to the best of the knowledge and belief of the Seller, has it ever been used for the manufacture, use, storage or disposal of any hazardous or toxic substance, material or waste within the meaning of any applicable environmental statute, ordinance, or regulation. No hazardous or toxic substance, material or waste, including without limitation asbestos or material containing or producing polychlorinated biphenyls (PCBs), is presently stored or located on the Property at levels greater than natural background concentrations. The Property is not subject to any "superfund" or similar lien or any claim by any government regulatory agency or third party related to the release or threatened release of any hazardous or toxic substance, material, or waste.

d. No Condemnation. There are no condemnation proceedings pending with regard to any portion of the Property and Seller does not know of or have reason to know of any proposed condemnation proceedings with regard to any portion of the Property.

e. Non-foreign Status. To inform Buyer that withholding of tax is not required under Section 1445 of the Internal Revenue Code and under penalties of perjury, Seller hereby certifies that Seller is not a non-resident alien or a foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined for purposes of federal income tax law. Seller understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made could be punished by fines, imprisonment, or both.

f. No brokers. Seller represents that they have not engaged the services of a real estate broker in the sale or purchase, respectively, of any interest in this Property, and agree to indemnify Buyer from all such claims or liabilities resulting therefrom.

14. **NOTICE.** Any notice, consent or other communication permitted or required by this Option shall be in writing, and shall be given to the applicable party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery. Unless and until changed by written notice to the other party hereto, the addresses for notices given pursuant to this Option shall be the addresses listed for each party in Paragraph A of the Recitals above.

15. **LIQUIDATED DAMAGES; DEFAULT; SPECIFIC PERFORMANCE.**

a. a. Default and Specific Performance. If Seller defaults under this Agreement and fails to cure the same within thirty (30) days of written notice thereof, BUYER may elect, at Buyer's sole option: (i) to terminate this Option and be released from its obligations hereunder, in which event the consideration paid shall be returned to Buyer; or, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option (ii) to proceed against Seller for specific performance of this Option. In either event, Buyer shall have the right to seek and recover from Seller all damages suffered by Buyer as a result of Seller's default in the performance of its obligations hereunder. Damages may include reasonable expenditures performed on behalf of Seller in good faith to fulfill the Option. These include but not limited to travel, administrative, surveying, legal and specialized service fees, appraisals, documentations and reports pertaining to conservation easement implementation associated with the Option.

b. Other remedies. In addition to any other remedy specifically set forth in this Option, for all defaults other than failure to perform due to disagreement with the appraised value as determined in item 4 of this Option Buyer has the right to enforce the provisions of this Option through an action for injunctive relief or damages or through other proceedings in law or equity. The election of any one remedy available to Buyer under this Option shall not constitute a waiver of other available remedies.

16. **BINDING EFFECT.** This Option becomes effective when signed by parties hereto and shall then apply to and bind Seller and Buyer and their respective, heirs, executors, administrators, successors, and assigns.

17. **COMPLETE AGREEMENT.** This Option constitutes the sole and complete agreement between the parties and cannot be changed except by written amendment. No representation or promise not included in this Option or any written amendment shall be binding upon the parties.

18. **NOTICE OF OPTION.** Should this Option Agreement not be recorded, the parties agree to execute a Memorandum of Option for recording purposes if requested by either of the parties hereto, to be prepared and recorded at the expense of the requesting party.

19. **MISCELLANEOUS.**

a. No waiver. No provision of the Option shall be deemed amended or waived unless such amendment or waiver is set forth in a writing signed by both parties. No act or failure to act by a party shall be deemed a waiver of its rights hereunder, and no waiver in any one circumstance or of any one provision shall be deemed a waiver in other circumstances or of other provisions.

b. Holidays. If any date set forth in this Option or computed pursuant to this Option falls on a Saturday, Sunday, or national holiday, such date shall be deemed automatically amended to be the first business day following such weekend day or holiday.

c. Attorneys' fees. In the event of any breach or default hereof by a party, the non-defaulting party shall be entitled to bring an action to recover its costs and expenses of litigation and settlement, including, without limitation, attorneys' fees and expenses, court costs, settlement costs, and experts' costs and fees.

d. Survivability. The provisions of this Option shall survive the closing of the Conservation Easement donation to Buyer.

e. Successors. This option and the contract resulting from the exercise thereof shall bind and inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties.

IN TESTIMONY THEREOF, the parties have hereunto set their hands and seals, or if corporate have caused this instrument to be executed in their corporate names by their duly authorized representatives as of the dates indicated below.

OPTION TO PURCHASE AN AGRICULTURAL CONSERVATION EASEMENT

SELLER:

Printed Name: Kiplin Williams Velvet W. Linker

Signature: Kiplin Williams **Date:** 11-20-2023
Velvet W. Linker

SEAL-STAMP	**NORTH CAROLINA,** Stanly **County**
TAMMI-SUE REMSBURG NOTARY PUBLIC Stanly County, NC My commission expires Oct 29 2027	The undersigned, a Notary Public for said County and State, does hereby certify that Kiplin & Velvet Linker personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on November 20, 2023 Tammi-Sue Remsburg Notary Public My commission expires: Oct 29, 2027

BUYER:

Printed Name: Daniel McClellan signed for Cabarrus Soil and Water Conservation District

Signature: Daniel McClellan **Date:** 11/20/23

SEAL-STAMP	**NORTH CAROLINA,** Stanly **County**
TAMMI-SUE REMSBURG NOTARY PUBLIC Stanly County, NC My commission expires Oct 29 2027	The undersigned, a Notary Public for said County and State, does hereby certify that Daniel McClellan, **as** manager (official title) of Cabarrus SWCD personally appeared before me this day and duly acknowledged the execution of the foregoing Option to Purchase Conservation Easement. **Witness** my hand and official stamp or seal on November 20, 2023 Tammi-Sue Remsburg Notary Public My commission expires: Oct 29, 2027

Conservation Easement Option Map:
Map to provide total estimated acres to receive to agricultural conservation easement. Any areas not the receive the agricultural conservation easement such as farmsteads must also be defined.

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Easement Holder Approval Form

The Grantee will be the Easement Holder. If the Grantee and landowner(s) agree to another qualified entity as the Easement Holder, the ADFP Trust Fund must be notified in writing immediately.

The request must be approved by the Farmland Preservation Division Director no later than 60 days before the scheduled closing date.

Upon approval, all documents required in the conservation easement package must include the easement-holding entity.

Qualified entities include county governments, county soil and water conservation districts, or nonprofit conservation organizations as defined by 02 NCAC 58 .0103 (8).

The Grantee will continue to fulfill the Grantee's duties and responsibilities, subject to the terms and conditions of the contract. This includes, but is not limited to, serving as the primary point of contact for all correspondence, submitting budget and progress reports, final closing documents, and requests for payment.

Upon recording the conservation easement, the Easement Holder will assume all responsibilities for enforcement of the terms and conditions of the conservation easement, annual monitoring of the conservation easement, and submitting annual monitoring reports as detailed in the monitoring policy in this contract and the terms and conditions of the deed of conservation easement.

Include the name and type of the Easement Holder and contact information:

Entity Name:
Entity Type: ☐ County government ☐ County soil and water conservation district
☐ Nonprofit conservation organization
Contact Name:
Contact Email:
Contact Phone:

N.C. Department of Agriculture & Consumer Services
N.C. ADFP Trust Fund
Subcontractor Form

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

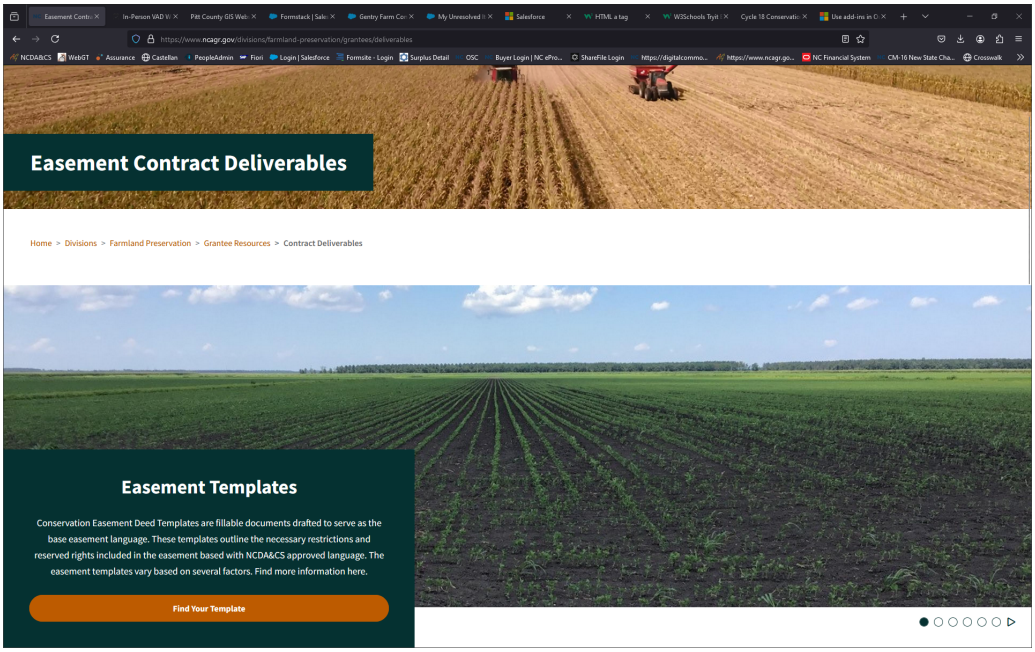
_____	_____	_____
Signature of Director	Name of Director	Date

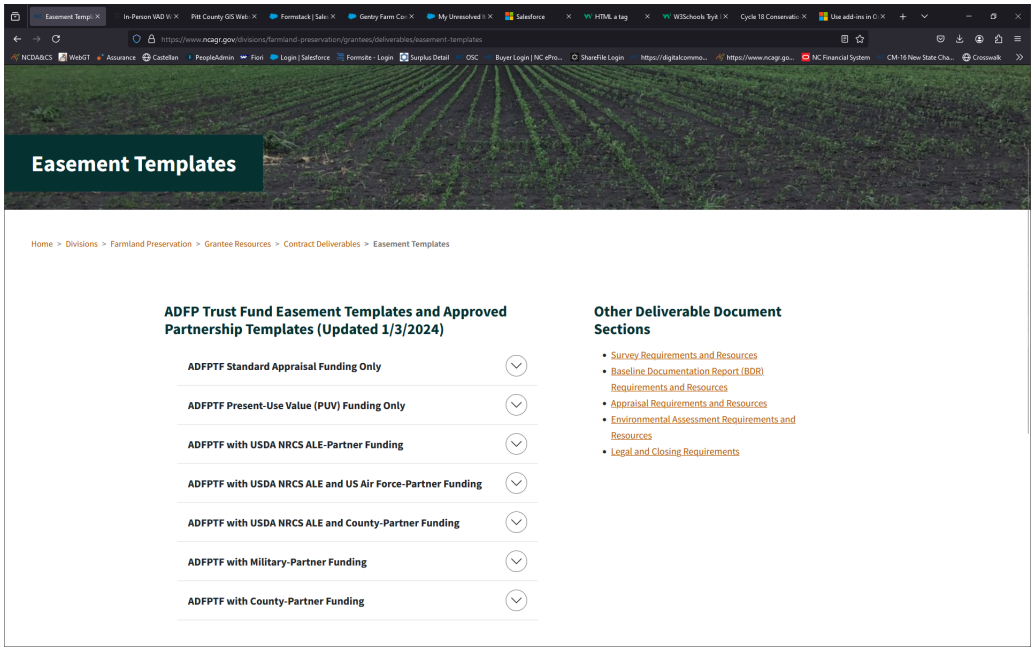
***Subcontracting**: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents 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.

Conservation Easement Template

Please visit our website to view and download the current version of the appropriate conservation easement template for this project. Please ensure you use the most recent version of the appropriate template.

1. Go to https://www.ncagr.gov/divisions/farmland-preservation/grantees/deliverables
2. Click on the Find Your Template button in the banner carousel
3. Click on the appropriate template to download the most recent version





Grantees will select the appropriate conservation easement template depending on the particulars of their project, such as the number of additional funding partners and the presence or absence of building envelopes. Please refer to our website for the correct and up-to-date template for your project.

***Grantees**:*
The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:
N.C. Dept. of Agriculture & Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below**):**
_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below**):**
_____
_____
_____, _____ _____

Approved 9/2025

Surveyor Qualifications and Responsibilities

1. Have current licensure through the N.C. Board of Examiners for Engineers and Surveyors. The certification must be shown on the map and shall be in accordance with the example set forth in the "Manual of Practice for Land Surveying in North Carolina."
2. Agree to certify the plat was drawn from an actual survey made under the surveyor supervision.
3. Agree to produce a survey meeting current N.C. recording standards, pursuant to G.S. 47-30, and, if applicable, any recording standards for the county of recordation.
4. Agree to certify to G.S. 47-30(f)(11)(d) exemption or exception to the definition subdivision on the plat.
5. Agree to produce a survey tied to the North Carolina State Plane Coordinate System NAD83(2011) Feet per the Standards of Practice for Land Surveying in North Carolina, Title 21 NCAC 56.1602(g) and Title 21 NCAC 56.1607, regardless of whether the property is not within 2,000 feet of a geodetic monument.
6. Agree to produce a certifiable boundary survey map that is properly and accurately drawn, revealing all the information developed by and during the survey, and of a size that allows all details to be clearly visible. The survey map must meet all the requirements outlined herein.
7. Provide the Grantee and, subsequently, ADFPTF with an electronic copy for review.
8. Agree to provide, by e-mail, a shapefile or feature class file before payment is made. The digital file must be tied to the N.C. State Plane Coordinate System (NAD 83) Grid (georeferenced).

Grantee Responsibilities

1. Order the completion of a new survey to delineate easement boundaries and follow all requirements within this document.
2. Provide the survey checklist to surveyors for reference and review the survey ***prior to*** submission to NCDA&CS staff.
3. Forward any copies of surveys to partnering funding agencies if applicable.
4. Maintain the acreage presented in the survey as the conservation easement across ***ALL*** documents on the easement deliverables list, including but not limited to the title commitment, preliminary title opinion, environmental audit, certified development rights appraisal, conservation plan, forestry plan, baseline documentation report, conservation easement language, HUD statement, final title commitment, and subordination agreement.
5. Record the survey only once approval has been received from NCDA&CS and other partnering agencies.
6. Attach the final approved survey to all the subsequent easement due diligence deliverables.

Approved 9/2025

Note: Access to out parcels in the easement will need to be removed unless providing access to a portion of the easement otherwise not accessible

Note: Any access agreements denoted on the survey MUST be recorded prior to the easement draft, and the book and page recorded on the survey

By signing this "Survey Requirements and Checklist for Easement Programs," I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.

_____ _____
Signature of Surveyor Date

_____
Name of Surveyor

By signing this "Survey Requirements and Checklist for Easement Programs," I agree to the surveyor's qualifications and the requirements.

_____ _____
Signature of Grantee Representative Date

_____
Name and Title of Grantee Representative

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

This form is required.

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

_____	_____	_____
Signature of Director	Name of Director	Date

***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.

Survey Guidelines

1. The minimum standards of specification to be observed in the practice of Land Surveying for Rural and Farmland surveys (Class C) in the State of North Carolina are:
    a. The linear error of closure shall not exceed one (1) foot per 5,000 feet of the perimeter of the tract of land (1:5,000)
    b. For special circumstances when a survey is needed that is not a Class C survey, the following minimum standards of specification are to be observed:
        i. Urban Land Surveys (Class A) – The linear error of closure shall not exceed one foot per 10,000 feet of the perimeter of the tract of land (1:10,000)
        ii. Suburban Land Surveys (Class B) – The linear error of closure shall not exceed one (1) foot per 7,500 feet of the perimeter of the tract of land (1:7,500).
2. The stated linear error of closure shall be computed by latitudes and departures, and the closure shall be stated before balancing.
3. Where a boundary of a tract is formed by a curved line, the actual survey data from the point of curvature of the curve to the point of tangency shall be shown on the map.
4. Where a boundary of a tract is formed by a creek or river, an offset traverse shall be run, and offset points will be shown on the map with reference to boundary points in the center of the stream, as called for in the deed. Alternatively, GIS data may be used if the method is noted on the survey and certified.
5. Courses and distances of boundary lines and other lines shall be lettered neatly thereupon in feet and hundredths of a foot and in degrees, minutes, and seconds.
6. The survey must show all access easements over and across the landowner's property to adjoining tracts. If the easement area is less than the landowner's entire tract of land, the survey must show access to the landowner's remaining parcel of land.
7. The survey must show access from the easement area to the state-maintained road, denoted with a Site Access label and/or arrow.
8. Access easements to parcels excluded from the conservation easement must be a minimum of 20 feet in width unless the county zoning and planning office, local ordinances, or applicable regulations require a larger width.
9. If the easement uses road frontage for access, an arrow must show the exact location free of roadside encumbrances, such as canals and ditches.
10. If access is possible at any point along the road frontage, this must be noted on the survey.
11. If GPS data is used in the survey preparation, the surveyor must follow the guidelines of 21 NCAC 56.1607, including all data notes and the proper certifications.

Approved 9/2025

Survey Checklist

☐	1. The North Arrow must be accurately positioned and designated as NC Grid North.
	2. The minimum standards of specification to be observed in the practice of Land Surveying for Rural and Farmland surveys (Class C) in the State of North Carolina must be stated, unless a special circumstance applies.
☐	3. The stated linear error of closure shall be noted.
☐	4. Property corners shall be adequately identified, marked, and labeled. a) Two corners of the survey shall have N.C. Grid coordinates (using the current N.C. grid datum at the time of the survey) and be shown on the survey plat. b) Coordinates will be clearly identified in a callout box.
☐	5. Tract boundaries formed by curved lines, creeks, or rivers must have a method for determination noted and certified.
☐	6. G.S. 47-30(f)(11)(d) exemption or exception to the definition subdivision must be noted on the map.
☐	7. Clear markings of easement boundaries shall be indicated with dark or thicker lines, shading, etc., and clear points of a boundary line change. a) Farmstead Building Envelopes must be indicated with differing symbology. b) Any symbology used on the map MUST be represented in the legend.
☐	8. The survey shall indicate where the easement area is in relation to the entire tract owned by the landowner with a vicinity map.
☐	9. The title block of each map shall contain **ALL** the following: a. Funding Source: (NCDA-ADFPTF, USDA-ALE, USDA-RCPP, US-Navy, USAF) list all that apply b. Type of Easement (Perpetual or Term) c. Easement-Holding Entity d. Name of the Landowner(s) as stated in preliminary title opinion e. Location (County and Township) f. Acreage in Conservation Easement (to the nearest hundredth decimal point) g. Date Surveyed h. Scale of the Drawing i. Name, Address, Registration/License Number, and Seal of the surveyor
☐	10. An acreage table shall be included to identify the following: a. Total acres of land surveyed.

b. The acreage of each labeled exclusion(s) from the easement area.
c. Total acreage of exclusions from within the easement area.
d. Acreage of each Building Envelope within the conservation easement.
e. Total acreage in farmstead building envelopes.
f. Total acreage in the conservation easement (with only exclusions removed).

☐ 11. All Building Envelopes must be properly identified with bearings and calls provided.

☐ 12. Each Building Envelope MUST be labeled as ONE of the following on the map as well as the acreage table:
- Residential Building Envelope: Existing;
- Residential Building Envelope: Future;
- Residential Building Envelope: Farm Support Housing;
- Recreational and Accessory Structures;
- Farmstead Building Envelope

☐ 13. The following must be accurately located and clearly indicated on the map with the corresponding symbology noted in the legend:

a. Names of all adjoining owners or utilities bordering on or crossing the premises or tract.
b. Names and numbers of roads and highways.
c. All easements and encroachments on the property, including existing and proposed.
d. All control corners, coordinated markers, and permanent markers or monuments on adjoining properties shall be identified.
e. Adjoining streams, ponds, lake boundaries, or other pertinent details.
f. Ingress and egress are defined and located on the map if they are visible and cross or form a boundary of the property being surveyed.
g. All existing structures within the conservation easement boundary are subject to impervious surface requirements.

☐ 14. The survey must show all access easements within the landowner's remaining parcel of land.
a. Access from the easement area to the state-maintained road, denoted with a Site Access label and/or arrow OR if access is roadside, this must be an included note.
b. Access easements with width and book and page noted.

☐ 15. A zipped folder of a GIS shapefile that clearly identifies the Boundaries of the Conservation Easement must be submitted for each conservation easement. Additionally, all Farmstead Building Envelopes must be included as polygons within the Conservation Easements shapefile and labeled by use within the attribute table. The Conservation Easement polygon and any Farmstead Building Envelope polygons will exist in the single shapefile. Store this shapefile within a zipped folder.

a) The minimum required files for one shapefile include:
   i. shp (feature geometry)
   ii. shx (index of feature geometry)
   iii. dbf (attribute information)
   iv. prj (coordinate system)

b) There may be more files that can be included, but those listed are the absolute minimum required.

c) **AutoCAD files will not be accepted.**

☐ 16. Preliminary approved surveys must remove any language referring to limitations for the use of the survey, including but not limited to recordation, conveyance, or sales; it is not a complete survey for review only.

Optional: The surveyor may furnish the reviewers with a written description for each tract surveyed.
This may incur additional fees. Please check with the surveyor.

***Grantees**:*
The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.

N.C. Agricultural Development and Farmland Preservation Trust Fund (NCADFPTF) Easement Program (check only one):

☐ NCADFPTF and County or NGO, RCPP Easement
☐ NCADFPTF and USDA-NRCS ALE Easement
☐ NCADFPTF and USDA-NRCS RCPP Easement
☐ NCADFPTF, USDA-NRCS ALE, and US Air Force Easement
☐ NCADFPTF, USDA-NRCS RCPP, and US Air Force Easement

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:
N.C. Dept. of Agriculture & Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below**):**
_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below**):**
_____
_____
_____, _____ _____

Certified Development Rights Appraisals ("Appraisals") will only be accepted and approved by the North Carolina Department of Agriculture and Consumer Services (NCDA&CS) if the following qualifications are met and documentation of such is provided in the appraisal.

Responsibilities of the Grantee

1. The Grantee is responsible for contracting a qualified appraiser and identifying the scope for the assignment. The appraiser must be licensed in the proper standards for the assignment. Based on the funding partnerships, the following types of appraisals shall be used to determine the effect of the conservation easement on the subject property:

USDA-NRCS partnership projects:	Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA "Yellow Book") appraisal OR NRCS maintains specific qualifications for real property appraisals and conservation easement-specific appraisers. Please contact Brian Loadholt, state NRCS easement coordinator, for specific requirements.
Military partnership projects:	Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA "Yellow Book") appraisal

2. The Grantee must supply the appraiser with the following documents:
    1. A copy of the survey approved by NCDA&CS staff AND any additional funding partners.
    2. The environmental and legal prescreen and/or the Environmental Site Assessment or Environmental Audit.
    3. A copy of all ownership documents, including the property deed highlighting all existing landowners.
    4. A copy of the current tax card.
    5. A copy of the NCDA&CS-approved easement template identified in the contract.
        a. Contracts with USDA-NRCS RCPP funding MUST include the approved and completed easement version identified for the project.
    6. Provide the following appraisal checklist to the appraiser for reference.
3. Review the appraisal with the landowner for approval before submission to NCDA&CS staff.
4. The Grantee must forward copies of the appraisal to NCDA&CS staff and, if applicable, partnering funding agencies.
    a. NCDA&CS asks to review all NRCS partnership appraisals before requesting NRCS technical review to avoid extensive delays.

Additional Grantee Acknowledgements

5. Final conservation easement values must be determined by a Certified Development Rights Appraisal and must:
    a. Have an effective date of valuation within the contract period.
    b. The effective date of valuation should be less than 365 days prior to acquisition, unless the appraisal has undergone a formal technical review and been approved by a qualified appraiser.
        i. If an approved technical review has been completed and the appraisal approved, no update will be required prior to closing.
            1. If easement acquisition does not occur within the original contract period, an update may be required.
    c. If the appraisal effective date of valuation falls outside of these dates or a technical review is not obtained, one of the following options must be completed:
        i. An appraisal update that brings forward the effective date of the appraisal by the appraiser. This update will validate the appraisal for an additional 365 days after the new effective date of valuation.
        ii. An appraisal update that certifies the value but does not bring forward the effective date of valuation. This option will result in an additional 60 days of appraisal approval to complete the closing.
        iii. A recertification of value. A recertification of value does not change the effective date of the value opinion. Appraisers may perform a recertification of value to confirm whether the conditions of a prior appraisal have been met. This option will result in an additional 60 days of appraisal approval to complete the closing.

6. For the purposes of updating the values of the conservation easements for the federal permanent conservation easement tax incentive, supplemental appraisals, updates, or recertification letters may be submitted within 60 to 32 days before a potential closing date, pending the approval of all funding partners. All other deliverables must be approved prior to submission of an update.
    a. **No appraisals, supplemental appraisals, appraisal updates, or recertification letters by the appraiser for the original appraisal will be accepted 30 days before a potential closing date or end of a contract.**
    b. **NOTE**: All update options are considered "new assignments" for an appraiser and may incur additional costs. It is important to discuss appraisal requirements before engaging an appraiser to reduce confusion and subsequent fees.

7. The ADFPTF does not pay for property appraisals. The Grantee must order the appraisal and be identified as the client. The landowner may not be the client but should be listed as an intended user.

Please note: the N.C. Department of Agriculture and Consumer Services does not provide tax or legal advice to entities or individuals. Before considering an appraisal update or

recertification of value by the appraiser within 60 of the potential closing, consult with your appraiser and tax or legal advisors.

Responsibilities and Qualifications of the Appraiser

By signing this document, the appraiser is certifying the following:

1. Submission of a *qualified* appraisal by a *qualified* appraiser meeting the definitions of such set forth in U.S. Public Law 109-280, including but not limited to:
    a. Appraisers must be state-certified general appraisers with current registration.
    b. Appraisers must provide documentation of completion of a valuation of conservation easements or eminent domain appraisal course.
    c. Appraisers and be familiar with conducting appraisals of rural and agricultural properties of the requested type. (https://www.govinfo.gov/content/pkg/PLAW-109publ280/html/PLAW109publ280.htm).
    d. Appraisers must meet USDA NRCS qualifications for real property appraisals and conservation easement-specific appraisers.
2. Understand that a substantial or gross valuation misstatement resulting from an appraisal value that they know, or reasonably should have known, would be used in connection with a tax return may subject the appraiser to a civil penalty under IRC §6695A.

3. Are not an excluded individual, which generally includes the taxpayer.

4. Understand that an intentionally false overstatement of the value of the property may subject them to the penalty for aiding and abetting an understatement of tax liability.

5. The appraisal must contain the name, address, and taxpayer ID of every appraiser who participated in the appraisal.

6. Certifies to the following conditions:
    a. Appraiser is NOT the donor of the property or the taxpayer who claims the deduction.
    b. The Appraiser is NOT the donee of the property.
    c. The Appraiser is NOT any person employed by, married to, or related to any of the above persons.
    d. The Appraiser is NOT an appraiser who appraises regularly for any of the above and who does not perform most of their appraisals during a tax year for other persons.

By signing this "Appraisal Requirements and Checklist for Conservation Easement Programs," I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that the services provided for this publicly funded project are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.

_____ _____

Signature of Appraiser Date

_____

Name of Appraiser

By signing this "Appraisal Requirements and Checklist for Conservation Easement Programs," I concur with the preparer's qualifications and agree to comply with the requirements.

_____ _____

Signature of Grantee Representative Date

_____

Name and Title of Grantee Representative

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

This form is required to subcontract a qualified appraiser.

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

_____	_____	_____
Signature of Director	Name of Director	Date

***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.

APPRAISAL CHECKLIST

	1. The appraiser must provide a full narrative appraisal report.
	2. The appraisal must reflect the value of the donation as of the Valuation Effective Date.
	3. The client must be listed as the Grantee.
	4. Intended users MUST include: • The eligible entity (Grantee of the ADFPTF easement contract), • North Carolina Department of Agriculture and Consumer Services (NCDA&CS) AND the Agricultural Development and Farmland Preservation Trust Fund (NC ADFPTF) • Any additional funding entities, • The landowner
	5. The NCDA&CS-approved survey MUST be the version used for valuation. • The acres used to determine the easement value in the appraisal must be equal to the acres in the survey of the conservation easement area. • The survey used for the valuation of the property must be included in the appraisal addenda.
	6. The NCDA&CS-approved easement template MUST be the version used for valuation. • The easement holder should be identified, and the enforcement rights and legal remedies given. • The appraisal will clearly state the specific restrictions on the use of the property and consider the permitted rights. • The narrative must address the impacts these restrictions will have on the valuation.
	7. The appraiser must reference the environmental assessment, audit, or prescreen. Any potential Recognized Environmental Conditions or other potential hazards must be addressed and recognized in the valuation.
	8. The appraiser must list the provisions related to the subordination of current and future mortgages and liens.
	9. The appraisal must clearly identify the following calculations: • Highest and Best Use Before Value, • Highest and Best Use After Value, • Conservation Easement Value
	10. The appraisal must depict an accurate assessment of the physical characteristics of the land that reflect its value (for example, wetlands, ledge, road frontage, developable and

undevelopable areas, views and other value enhancements, neighborhood location and so forth) and contain a good description of the property, its physical attributes and its location.

11. The subject property must be extensively defined, photographs, and other documentation of property condition must be included.
12. Any extraordinary assumptions or Limiting Conditions must be defined.
13. If used, the highest and best use conclusion must be supported by market evidence. The conservation easement provisions affecting the analysis of highest and best use should be identified.
    - A non-economic highest and best use, such as "forever wild" or "natural lands," or any use that requires the property to be withheld from economic production in perpetuity, is not a valid use upon which to base an estimate of market value.
14. The highest and best use of the property should be legally permissible, physically possible, AND financially feasible as well as maximally productive.
15. If the Sales Comparison Method is used, the following should be considered:
    - Comparable sales must use easements with similar character. Highly restrictive easements, including wetland easements, may not be used as a comparable sale.
    - Nearby transactions comparable to the land under appraisement with similar easement restrictions and reasonably current may provide the best evidence of market value.
16. The appraisal must provide a sales adjustment chart FOR BOTH BEFORE AND AFTER COMPARISIONS that clearly:
    - Summarizes the adjustments.
    - Shows the final adjusted sale price and how the sales compare with the subject property is required
    - Shows market evidence and provides a supporting narrative for each adjustment used.
    - Include details on adjustments for differences in the easement deed terms, particularly restrictions.
17. The appraisal must identify all existing and future options for residential building envelopes and recognize the impact on valuation.
18. The appraisal must identify any existing easements that restrict property rights and recognize the impact on valuation.

19. Enhancements to other or adjacent unencumbered property should not be considered as part of the valuation of the easement or quantified in the report. For ADFP TF use, only the prescribed or defined easement area being acquired using state funds is appraised.
    - To meet the requirements of a qualified appraisal, the appraiser may identify the contiguous property and the other property that potentially will be enhanced.
    - If no contiguous property exists, the question of the potential effect on value can be addressed in discussion.
    - If the landowner seeks to claim a federal tax deduction, IRS regulations require additional enhancement considerations. It is advisable for the appraiser to meet with qualified tax counsel to discuss the best process to satisfy the IRS regulations on enhancements for deduction purposes.
20. Addenda Must Include:
    - Copy of the NCDA&CS-approved survey
    - Copy of the tax card
    - Copy of the property deed
    - Copy of the Easement Template
        - For RCPP projects, this must be the approved and completed RCPP template for the project.
    - Legal description with photographs and other documentation of property condition
    - Detailed qualifications of the appraiser, including a highlight of conservation easement or eminent domain coursework.
21. The appraisal must include the qualifications of the appraiser and should contain a recitation of the appraiser's experience, specifically as it relates to appraising conservation properties and conservation easements.

22. Appraiser must certify appraisal identifying that it is prepared, signed and dated by a qualified appraiser, an individual who declares on the appraisal summary that they:
    - Hold themselves out to the public as an appraiser or perform appraisals regularly.
    - Are qualified to make appraisals of the type of property being valued because of their background, experience, education and membership in professional associations and other qualifications described in the appraisal.
    - Understand that a substantial or gross valuation misstatement resulting from an appraisal value that they know, or reasonably should have known, would be used in connection with a tax return may subject the appraiser to a civil penalty under IRC §6695A.
    - Are not an excluded individual, which generally includes the taxpayer.
    - Understand that an intentionally false overstatement of the value of the property may subject them to the penalty for aiding and abetting an understatement of tax liability.
    - Provide: Name, Address, Registration #'s and Signature
    - Provide copy of current registration card

Additional Considerations for the Appraiser:

- Finding sales of conservation easement encumbered properties is becoming easier. A useful starting point is the interactive national map on the Land Trust Alliance website. www.lta.org/landtrustdirectory/. If you click on the state, county, and easement organization, you can find the number of acres conserved and other details.
    - The National Conservation Easement Database may provide easement information that is comparable as well. The NCED works to provide a comprehensive picture of encumbered properties, including easements on over 24.7 million acres.
- Assignment may include the development of two opinions of the value of the subject property: One before placement of the conservation easement and the second after placement of the conservation easement. The after condition or second value will be based upon a hypothetical condition that the conservation easement is in place and the effects on the value that may be created. The difference in the two values is the proposed conservation easement's effect on the property's value, otherwise denoted as Conservation Easement Value.
- The determination of the significance and contribution to the value of any existing improvements on the appraised property is the responsibility of the appraiser.
- The property rights, such as mineral, water, timber, and hunting, must be owned in fee simple terms by the current landowners.
- Surface rights, including improvements such as structures, barns, hay sheds, fencing, orchards, or other plantings, and any irrigation water rights, including but not limited to wells, ditches, ponds, and lakes that provide irrigation on the subject property and are legally permitted, may be appraised. Crop base and allotments, including timber value on the subject property, may be appraised and included in any valuations.
- If the survey identifies Building Envelopes for future residential development, those sites for development may also be valued based on the highest and best use, particularly with designated road easements, road frontage, view sheds, utility, etc.
- The contract appraiser must be aware that all appraisal reports completed for ADFPTF grants will be used by staff who will rely on the details in the report to understand the property and market characteristics.
- The appraisal report must include the level of detail necessary to thoroughly explain and support the property description, highest and best use analysis, market characteristics, adjustment process, and all conclusions so that all users have an adequate understanding of the statements, opinions, and conclusions offered within the report.

***Grantees**:*
The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.

General Environmental Audit Guidelines

An Environmental Audit (EA) or Environmental Site Assessment (ESA) identifies potential or existing environmental contamination liabilities. The analysis addresses the underlying land and physical improvements to the property.

An EA can be conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview, local soil and water conservation district staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview, or with an environmental firm qualified to conduct Phase I Environmental Site Assessments.

For USDA NRCS Agricultural Land Easement (ALE) or Regional Conservation Partnership Program (RCPP) projects, only an EA conducted by USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview will be accepted.

If the on-site inspection identifies environmental conditions that negatively impact the property, such as the presence of petroleum products or hazardous substances in the subsurface of the site, and these findings necessitate further investigation of environmental conditions with a Phase II ESA or equivalent, **the Grantee is required to conduct these assessments through a qualified environmental firm.**

If the EA or ESA includes required remediation to resolve environmental concerns, the Grantee must complete all required remedies in the EA or ESA and is encouraged to complete all recommended remedies. All required remedies must be completed before the recording of the conservation easement.

The conservation easement project will be canceled if the remediation requests identified therein are not completed.

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:
N.C. Dept. of Agriculture & Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below)**:**
_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below)**:**
_____
_____
_____, _____ _____

Environmental Assessor Qualifications

- Qualified individuals to complete an environmental assessment include:
    - USDA NRCS staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview.
    - Local soil and water conservation district staff using the latest version of the NRCS Hazardous Materials Checklist and Landowner Interview.
    - An environmental firm qualified to conduct Phase I Environmental Site Assessments. The report must meet the requirements of ASTM E 1527-21 Standard Practice for Environmental Sites Assessments: Phase I Environmental Site Assessment Process and EPA Standards and Practices for All Appropriate Inquiry per 40 CFR Part 312 and include the latest version of the NRCS Hazardous Materials Checklist.

Grantee Responsibilities

- Provide contractors with a copy of the following checklist to reference and review the report ***prior to*** submission to NCDA&CS staff.
- Complete the audit pursuant to the requirements contained herein and furnish the Grantee and NCDA&CS an electronic copy for review.
- If applicable, forward copies of the report to partnering funding agencies.
- Supply the report to any contracted appraisers to be used in the valuation of the conservation easement purchase price.
- The Environmental Audit or Environmental Site Assessment is a standalone document and must be submitted as such. Additionally, it should be included in the Baseline Documentation Report.
- Alert NCDA&CS staff immediately following any evaluation that finds evidence of *Recognized Environmental Concerns* or other issues that warrant either a Phase II or remediation before closing. Remediation includes trash or debris within the easement area.

NOTE: The Environmental Assessment is valid for one year (365 days) from the effective date. If the conservation easement is not closed within that time, an update must be submitted.

By signing this "Environmental Audit Requirements and Checklist for Easement Programs", I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.

_____ _____

Signature of Preparer Date

_____

Name of Preparer

By signing this "Environmental Audit Requirements and Checklist for Easement Programs," I concur with the preparer's qualifications and agree to comply with the requirements.

_____ _____

Signature of Grantee Representative Date

_____

Name and Title of Grantee Representative

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

This form is required to subcontract with a qualified preparer who is not an employee of the Grantee entity.

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

_____	_____	_____
Signature of Director	Name of Director	Date

***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.

Environmental Audit (EA) Requirements Checklist

	1. Summary Page a. Conservation Easement Farm and Landowner Name(s) i. Must match those identified on the Preliminary Title Policy b. ADFP Tracking Number and NCDA&CS Contract Number c. Date of Inspection
	2. Site Description a. Written Description of Current Land Uses and Improvements that match the description found in the Baseline Documentation Report. b. Written description of all types of land use on the easement and the surrounding area. c. Written description of implied and prevalent easement ingress and egress. d. Photos depicting ingress and egress, as well as any access easements that remain within the conservation easement. e. Photos of EACH land use and Improvement, including Farmstead Building Envelope Area. f. Updated Map with photo points and land improvements or features identified.
	3. Written description of Trash and Debris a. Any trash, debris, chemicals, abandoned equipment and vehicles, or other non-natural land use MUST be identified, photographed, and mapped. b. If trash and debris are found on site, the following actions are required: i. Removal of trash must occur before easement recordation. ii. If the location makes removal impractical AND the trash and debris do not present a negative environmental or agricultural impact, the environmental auditor or report preparer must certify: 1. There are no current negative environmental impacts due to the trash and debris, and it is limited and localized in scope. 2. Due to the location of the abandoned vehicle or machinery, there is no negative impact on the agricultural operation, and it is impractical to remove. 3. The following clause must be included: a. If conditions change to where there are negative environmental or agricultural impacts, the easement-holding entity will be required to take proper action to remedy.

4. Checklists, Prescreen, and Landowner Interview or equivalent
    a. Written description of any *Yes or Unknown* Checklist Items from the Hazardous Materials Checklist, Landowner Interview, or Environmental Concern Prescreen.
    b. Every question MUST be addressed.
    c. Must include a written description of EACH checklist item without a NO response- this will be separate from the actual form.
    d. Must include a written description of Item G on Hazardous Materials Checklist, including what was found, and which federal or State agency sites were searched.
        i. This description may include any of the following:
            1. Reports and documents that can help identify prior owners, tenants, and uses of the property, as well as help reveal any known spills or releases on the property or in the area, such as:
            2. Federal and State environmental and health agency records
            3. Title reports
            4. Local assessors and fire department records
            5. Building permits
            6. Environmental assessments
            7. Technical studies
            8. Newspaper clipping files
        ii. Must identify any environmental liens on the property- past or present

5. A completed, dated, and signed Hazardous Materials Checklist
    a. This is required for an Environmental Audit or Full Phase I ESA

6. A completed, dated, and signed Landowner Interview
    a. This is required for an Environmental Audit or Full Phase I ESA

7. If the following items are found on site, the narrative must include a discussion with the listed elements:
    a. Aboveground Storage Tanks (AST) or Underground Storage Tanks (UST):
        i. Tanks must be identified by survey, aerial map, and photo.
        ii. UST must be identified as registered with NC DEQ.
        iii. Both the AST and UST's approximate age, condition, and indication of stains, leaks, etc. must be discussed in the narrative.

b. Indication of lead and asbestos:
    i. If the environmental auditor or report preparer indicates the possible presence of lead and asbestos:
        1. Each structure must be identified by a survey or aerial map and by a photo.
        2. Each structure should be identified by approximate age and include a current condition.
        3. Note: Any asbestos or lead finding may require an indemnity clause. Please reach out to NCDA&CS staff.

8. Environmental Opinion
    a. A certified statement with the environmental opinion review of the land by the agency performing the EA or ESA
    b. Must include on-site and off-site REC findings, as well as indications of trash and debris.
    c. Name, signature, and date of the land investigator and or reviewer
    d. Brief qualifications of the reviewer

9. Addenda
    a. NCDA&CS Approved Survey
    b. Environmental Records Search (if applicable)
    c. Map of the Conservation Area associated with the EA that includes any land improvements or special land use features
    d. Documentation of land ownership associated with the EA, such as a property tax card, land deed, etc.
    e. Must match the preliminary title policy and the preliminary attorney's signed title opinion

Note: If a Phase I ESA has been performed, the items within the checklist, including addenda items, must be included within the submitted report.

***Grantees**:*
The Grantee is responsible for verifying that subcontractors meet the requirements described below and for supplying the subcontractors with the attached checklist and narrative. Failure to do so may result in the rejection of due diligence items and subsequent delays.

Baseline documentation reports (BDRs) establish the condition and characteristics of the land parcel at the time of conservation easement closing and serve as the basis for easement management and monitoring. Therefore, the BDR is critical to enforcing the terms and conditions of the easement in perpetuity.

BDRs also help document how the land's characteristics support the conservation easement's purposes and help justify the expenditure of public funds.

BDRs include narrations, pictures, and maps to provide a complete understanding of a given parcel. It is recognized that no two land parcels are the same, and there is an expected level of variation in the content of BDRs. However, the following requirements, where applicable, are considered a minimum that should be found in the document.

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) or RCPP transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:
State of North Carolina: N.C. Dept. of Agriculture & Consumer Services; NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below**):**
_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below**):**
_____
_____
_____, _____ _____

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Baseline Documentation Report Preparer Qualifications

- Have current licensure as an environmental engineer or be a qualified employee of the land trust or Soil and Water Conservation District. The individual's credentials must be recorded in the baseline report.
- Agree to complete the report pursuant to the requirements contained herein and furnish the Grantee and, subsequently, NCDA&CS an electronic copy for review.
- Agree to produce maps and photographic documentation that are properly and accurately drawn, revealing all the information developed by and during the survey of the property.
- Agree to provide an unbiased portrayal of the property, including but not limited to assessing environmental conditions such as trash, debris, and abandoned vehicles.

Grantee Responsibilities

- Provide all necessary documents to staff or environmental engineers for reference and review the report ***before*** submission to NCDA&CS staff.
- If applicable, forward any copies of the report to partnering funding agencies.
- Maintain the acreage and other calculations determined in the survey as the conservation easement across ***ALL*** documents presented within the report.
- Ensure that all due diligence items within the baseline documentation report are versions that have been previously approved by NCDA&CS staff.
- Review the document in detail with the landowner, emphasizing the conservation easement restrictions as dictated by the conservation easement deed. After reviewing the document, the entity and landowner will sign the acknowledgment forms.
- If a BDR was completed more than three months prior to the execution of the conservation agreement, or if there was a known event or disturbance, the preparing organization must revisit the property to ensure that it accurately represents the current conditions and provide the date of the visit to NCDA&CS staff. NCDA&CS may also require a supplemental statement that attests to current conditions.

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By signing this "Baseline Documentation Report Requirements and Checklist for Easement Programs," I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this Contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.

_____ _____
Signature of Preparer Date

_____
Name of Preparer

By signing this "Baseline Documentation Report Requirements and Checklist for Easement Programs," I concur with the preparer's qualifications and agree to comply with the requirements.

_____ _____
Signature of Grantee Representative Date

_____
Name and Title of Grantee Representative

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REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

This form is required to subcontract with a qualified preparer who is not an employee of the Grantee entity.

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced Contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

_____	_____	_____
Signature of Director	Name of Director	Date

***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.

Baseline Documentation Report Checklist and Required Elements

Title Page:

	Title Page Must Include: • Title of the easement as stated in the Contract, • ADFP Trust Fund tracking number, • NCDA&CS contract number, • Date of completion and date of conveyance, • Name, title, and affiliation of the author(s)
	Table of Contents with Page Numbers: Section Headers, Maps, Photos, Addenda
	Landowner Contact Information: Names, addresses, email, phone numbers, etc.

Section 1: Purpose and Easement Holder

	Brief statement of purpose for BDR

	Purpose of the Conservation Easement: Conservation Easement Values as stated under IRC Section 170(h):
	• Required:
	  ○ Agricultural Farmland and/or Woodlands/Forestry
	• Optional or Secondary:
	  ○ Wildlife Habitat
	  ○ Surface Waters
	  ○ Rural and Scenic Vistas
	  ○ Proximity to Protected Lands

	Identification, qualifications, and parcel selection methods of the easement holder

Section 2: Property Background

	Total parcel acreage and easement acreage (if different)
	Location and Physical Setting – General description of the parcel and adjacent land
	Enrollment in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable)
	Enrollment in Century Farm, Bicentennial Farm, Got to Be NC, or other programs offered through NCDA&CS (if applicable)
	History of the parcel, including description of past farming operations and land use
	Any other significant features identified by the Grantee or landowner
	Map: Imagery of the area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).

Approved 9-2025

	Map: General reference map scaled to show the entire county boundary. The map must show the specific location of the easement property, and may include municipalities, major interstates or highways, and other significant landmarks.
	Discussion of environmental conditions. Identify any areas for potential monitoring or summary of Phase or Phase II Environmental Site Assessment findings and subsequent remediation actions (The complete EA will be included in the addenda). • Any recognized environmental conditions, including potential or de minimis, must be discussed. • If lead and asbestos were identified, the environmental warranty found within the easement template must be included, as well as the indemnity clause signed by the landowner. • Any notations of trash and debris must be discussed, and a monitoring plan must be established.

Section 3: Existing Land Use and Management

	Landowner objectives for the management of the parcel and current agricultural practices and goals.
	Describe any recorded, verbal, or otherwise allowable leases. Provide name and contact of individual(s) and allowable use and or restrictions (if applicable).
	Statement on the general condition and management of each land use type (including cropland, forestland, pastureland, mixed use, etc.). Include acreage and percentage of each land use in the easement (if applicable)
	Include a copy of the current USDA-NRCS or local Soil and Water Conservation District conservation plan (if applicable under HEL status) • If managed for HEL, include: Form NRCS-CPA-026 "*Highly Erodible Land and Wetland Conservation Determination*" which documents the fields and acreage of HEL, along with a map labeling fields HEL or NHEL (non-highly erodible land).
	Statement on Potentially Highly Erodible Land (PHEL) soils. Description of soils, slope, etc., (if applicable).
	Map: Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including building envelopes, and legal access (ingress/egress) from a publicly maintained road.

Section 4: Documentation of existing conditions and Summary of Grantors' and Grantee's Rights and Restrictions

	List and describe Restricted Uses of the Property -Summary of Grantee's Restrictions

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	List and describe Permitted Uses of the Property -Summary of Grantee's Rights
	List and describe all existing human modifications, including all roads, ROWs, utility easements, cemetery plots, etc.
	List in table form, each permanent structure or other area that meets the impervious surface qualification. Identify dimensions, approximate impervious surface, and corresponding photo for each.
	Calculate the total extent of impervious structures.
	Calculate the maximum allowable impervious surface area within the easement.
	Calculate the remaining allowable surface area within the easement, converted to square feet and acres.
	List all Building Envelopes by use and type, with accompanying acreage.
	Map: All human modifications to the property with the following labeled: structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc., within the easement area and farmstead building envelopes identified.

Section 5: Land Parcel Topography and Soil Types

	A short paragraph summarizing the general topography of the easement area, highlighting any extremes.
	Discussion of all soil types within the land parcel, including a description of each.
	Table of all soils found within the easement area. Include soil type, name, acreage, percent of total soils in the easement, and designation as prime, unique, or statewide importance.
	Map: USGS US Topo or 7.5-minute quadrangle topo map (overlay of an aerial/satellite view, if possible) of the property or the best available map showing the property's elevation profile
	Map: USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels that match figures in the table.
	Map: Highly Erodible Soils (overlay of an aerial/satellite view, if possible) of the property with any building envelopes

Section 6: Description of the Property's Natural Features

	List and describe all wildlife habitats and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).
	Optional: Map: Wildlife and natural communities
	General description of forest types within the easement area (if applicable).
	Map: Stand or reference map with labeled stands

Approved 9-2025

	List and description of all significant aquatic features (streams, water bodies, wetlands, major waterways, etc.).
	Map: Aquatic map (overlay of an aerial/satellite view, if possible)
	Map: General hydrology map

Section 7: Archeological and Historical Features

	List and description of all historical features of significance, including cemeteries, monuments, etc. (if applicable).
	Map: Archeological and historical features on the property (if applicable)

Section 8: Photographic Documentation

	General landscape pictures that are representative of the easement area.
	Photographs at regular intervals along the property line that capture the property in its entirety, including photos from each property corner, and highlighting ingress and egress or access points
	Photographs of each permanent structure within each building envelope or farmstead area. These must match the photo points with the impervious surface table.
	All other impervious surfaces in the easement, if not included above
	Photographs of any other human modifications to the property (including roads, ditches, dams, etc.)
	Photographic index with descriptions of each photo
	Map: Documentation map with photos numbered. Include a compass direction to note the direction the photo was taken

Section 9: Addenda

	NCDA&CS Approved or Recorded Survey
	Abbreviated biography with qualifications of the author
	Approved Environmental Assessment
	Approved Conservation Plan, Forest Management Plan, or Both (if applicable)

Section 10: Signature Pages

	Declaration of Report Accuracy with authorized signature of the Grantee organization
	Declaration of Report Accuracy and Acceptance (Grantee) with ALL landowners' signatures
	Signed easement restriction acknowledgment form

Approved 9-2025

	Attestation (optional)
	Declaration of Reliance and Certification of Record (optional)

Description of Baseline Documentation Report (BDR) Items

Title Page:
Include the title of the easement as stated in the ADFP Trust Fund contract (e.g., Rocky Ridge Farm Easement), ADFP Trust Fund tracking number, NCDA&CS contract number, date of the BDR site visit, date of certification, and name, title, and affiliation of the BDR author(s).

- **Table of Contents:** Include all section headers, maps, and photographic documentation with automatically generated page numbers.
- **Landowner Contact Information:** Names, addresses, email, phone numbers, etc. of landowners. This may also include the names, email addresses, and phone numbers of any land managers, lessees, gatekeepers, etc., as appropriate. Email addresses are essential.
    - **Please ensure that you highlight the primary contact and any other associated landowners.**

Section 1: Purpose and Easement Holder

- **Purpose of the Conservation Easement:** Briefly summarize the purposes as found in the easement document. This should include the conservation values from the easement deed and elaborate on the landowners' objectives for land preservation and agricultural value.
    - Include a brief statement that the purpose of the BDR is to document the property's conservation values and existing conditions, provide a basis by which to measure compliance with the conservation agreement, and provide information for annual monitoring of the property.
    - Include a disclaimer that the BDR does not preclude the use of other information for purposes of enforcement.
    - Specifically, regarding the former, the "conservation purposes" that **must be referenced** and are stated under Internal Revenue Code Section 170(h) are:
        i. The preservation of land areas for outdoor recreation by, or the education of, the public;

Approved 9-2025

ii. The protection of a relatively natural habitat of fish, wildlife, or plants, or a similar ecosystem;
iii. The preservation of open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the public, or pursuant to a clearly delineated Federal, State, or Local governmental conservation policy, and will yield a significant public benefit;
iv. The preservation of a historically important land area or a certified historic structure.

- *Example: The Grantee's primary intent is to conserve and protect productive agricultural and forestry uses, and secondarily to encourage sustainable management of soil resources. Other goals in conserving this property include promoting non-commercial recreational opportunities and activities, as well as preserving the natural resources and scenic values of the protected property for present and future generations.*

- Identification, qualifications, and parcel selection methods of the easement holder: Briefly describe the easement-holding entity, highlighting the entity's qualifications to hold easements and intent to monitor.
- Describe the selection methods and reasoning behind the choice of this land parcel for conservation.

Section 2: Property Background:

Include a paragraph summarizing the property, including the following information:

- An overall description of the property and background information describing the conservation project.
  - The description and background are extremely valuable in helping subsequent generations understand the easement.
- A well-prepared BDR will provide a context for the easement by including a section that describes how the property fits within a larger conservation objective, how it was funded using public and/or private dollars, and how another conservation organization or governmental entity may refer to the project.
- If tenants are on the property or it is leased for grazing, timber harvesting, or other agricultural activities, this information should also be included in this section.

There must be some discussion of the following:

- Discussion on how the easement addresses the entities' mission and goals. Such documentation can include copies of relevant governmental policies, references to other projects the entity has completed in the area, descriptions of the funding sources received for the project, and other relevant information.
- Legal description of the property, including the property deed reference and the recording date of the conservation agreement

- Directions to the property from the easement-holding entity office, including directions for legal access, parking location, and notes on gated or keyed entries.
- Total parcel acreage and easement acreage (if different). The acreage must match the NCDA&CS-approved survey and be consistent throughout the document. Please do not include +- as the surveyor has certified the acreage.
- General location in the county.
- Enrollment in a Voluntary Agricultural District (VAD) or Enhanced Voluntary District (EVAD) (if applicable).
- Enrollment in Century Farm, Bicentennial Farm, Got to Be NC, or other programs offered through NCDA&CS (if applicable).
- History of the parcel, including description of past farming operations and land use.
- Location and Physical Setting, including a general description of the landscape and farming operations in the general area, including adjacent land.
- Discussion of the Environmental Audit (EA) or Environmental Site Assessment (ESA) regarding recognized environmental concerns, any items addressed prior to recordation, or lingering concerns for ongoing monitoring.
    - Trash, debris, or environmental conditions otherwise indicated in the easement deed as prohibited must be documented and discussed.
        - If the EA, ESA, or TSP included trash and debris, a discussion of the current status must be included.
        - If the identified trash, debris, abandoned vehicle, or abandoned machinery are not removed before easement recordation, the reason must be stated with the proper certification:
            - There are no current negative environmental impacts due to the trash and debris, and it is limited and localized in scope.
            - Due to the location of the abandoned vehicle or machinery, there is no negative impact on the agricultural operation, and it is impractical to remove.
        - The following clause must be included:
            - If conditions change to where there are negative environmental or agricultural impacts, the easement-holding entity will be required to take proper action to remedy.
    - If a Phase II is required, this will also be included, along with a narrative of findings and remediation activities. Areas and actions for future monitoring must also be discussed.
    - The Environmental Audit (EA) or the Environmental Site Assessment (Phase I) will be attached in the addenda in its entirety.
        - If above-ground storage tanks or underground storage tanks are identified, the discussion from the EA, ESA, or TSP narrative must be included and expanded to identify future monitoring.

Approved 9-2025

- If structures were identified as potentially containing lead and asbestos:
  - The narrative from the EA, ESA, or TSP must be included and expanded to identify future monitoring.
    - The following conservation easement language must be noted: must be identified by survey or aerial map and by photo.
    - The addenda must contain the indemnity clause signed by the landowners.
      - The NCDA&CS, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State or local laws, including all Environmental Laws defined in Section 5.2 including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the NCDA&CS may be subject or incur relating to the Protected Property.
      - Grantor agrees to indemnify and hold harmless NCDA&CS, it's employees, the Grantee and the State of North Carolina harmless from any and all costs, claims or liability, including but not limited to reasonable attorney's fees arising from any personal injury, accidents, negligence or damage relating to the Protected Property, or any claim thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly. Grantor is responsible for obtaining liability insurance covering the Protected Property with limits deemed necessary by Grantor, in their sole discretion.
      - The Grantor shall hold harmless and indemnify NCDA&CS and Grantee, its employees, agents, and

Approved 9-2025

assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which NCDA&CS may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions or breach of any representation, warranty, covenant or agreement contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined above).

Map 1: Include imagery of the area within 5 miles of the easement property, showing the specific location of the parcel. Include all other easements and protected lands in proximity (if applicable).

Map 2: General reference map scaled to show the entire county boundary. The map must show the specific location of the easement property, and may include municipalities, major interstates or highways, and other significant landmarks.

Section 3: Existing Land Use and Management:

- Include the landowner's objectives for the management of the parcel and current agricultural practices. Also include the greater area if this easement is only one portion of a larger managed parcel.
    - What is the overall management objective of the landowner, and how does this easement area fit within it?
- Current land uses include all farm activities, property rights, and access.
- Easement broken down by land cover and use, with statements on the general condition and management of the following key areas:
    - Pasture and cropland – acreage and percent of land use in the easement (if applicable).
    - Horticultural – acreage and percent of land use in the easement (if applicable).
    - Forest and woodlands – acreage and percent of land use in the easement (if applicable). Include current (within 10 years) Forest management plan and practices (e.g., managed for maximum timber production or left to stand as a natural area for wildlife habitat).

Approved 9-2025

  - Include a discussion of landowner management objectives, conservation concerns, and goals from the FMP.
    - A complete copy of the FMP will be provided in the addenda.
  - Other significant land uses – include acreage and percent of land use in the easement of each (if applicable). Provide general descriptions of uses (e.g., irrigation ponds, canals, nursery areas, non-timber forest products, etc.).
- Include a summary of the existing conservation plan and practices, and the adequacy in achieving management goals.
- Include a copy of the current (must be within five years) USDA-NRCS or local Soil and Water Conservation District conservation plan (required for crop or pastureland for NRCS partner funding or parcels with Highly Erodible Land (HEL) (optional otherwise).
  - If HEL land is present, please include a copy of the NRCS associated plan Form NRCS-CPA-026 "*Highly Erodible Land and Wetland Conservation Determination,*" which documents the fields and acreage of HEL, along with a map labeling fields HEL or NHEL (non-highly erodible land).
  - If the NRCS conservation plan identifies the parcel or fields within as HEL, the conservation plan map provided by NRCS must also be attached. The HEL status of the field level must be discussed.
- Include a discussion of soil units if considered potentially highly erodible based on soil type, slope, etc.

Map 3: Aerial or satellite imagery of the property with the easement boundary map overlay. Include callouts of significant features, including farmstead building envelopes, residential building envelopes, recreational building envelopes, existing structures, and legal access (ingress/egress) from a publicly maintained road.

Section 4: Documentation of existing conditions that relate to the easement's restrictions and reserved rights.

The first paragraph should explicitly and completely list and describe the rights that are restricted and the rights that are retained through the easement. This would include all parts of the easement template and any additional exhibits added to the conservation easement language.

Thorough documentation of all man-made improvements on the property is required. This must include a narrative description of the improvements, their location on a map, and photographs of their condition.

The status of any reserved rights and prohibited uses contained in the conservation easement should also be documented (for example, if the easement permits a total of two single-family homes on the protected land, it is important that the baseline document how many homes exist on the land as of the easement's date), as well as other pre-existing conditions or features that may threaten the property's conservation values. This may include access easements for areas excluded from the easement or adjoining landowners.

Approved 9-2025

Impervious Surfaces and Existing Human Modifications:

- List each permanent structure and other impervious surfaces, showing length/width measurements. Include a calculation of the total extent of impervious structures, the maximum allowable impervious surface area within the easement (2% of total acreage) converted to square feet and acres, and the remaining allowable surface area within the easement converted to square feet and acres.
    - **The current impervious surfaces and the remaining allowable impervious surface for the conservation easement must be calculated.**
- List the current Building Envelopes with acreage for each of the approved uses:
    - Current Residential
    - Future Residential
    - Farm Support Housing
    - Recreational and Accessory Structures
    - Farmstead
- For existing impervious structures, you must include a table of each item with a corresponding photo point, the dimensions, and the calculations by square foot and acreage.

The following is an example of adequate documentation for impervious structures:

- Residential Building Envelope: Existing Residential. The primary family residence is a 1,970-square-foot brick ranch built in the 1970s. The landowner plans to keep this as the farm's primary residence.
- Farmstead Building Envelope: Farmstead- The farmstead envelope contains several farm-related structures.
    - The creamery building is a wood-sided structure that has been restored from its original form as a store building.
    - Two open-sided barns that serve as winter feed stations for cattle and hay storage are located in this area.
    - Two silage storage areas consisting of concrete bunker silos outfitted with plastic for fermentation are also located here.
    - One concrete pad that holds feed storage tanks is located to the west of the silage areas.
    - A recently dug agricultural well with the associated well house is also found in the FBE.
    - Photo points 1-7, 15-18, 33, 34. Modifications in this area include the following dimensions, and the approximate impervious surface for each of these areas is listed in Table 1:

Approved 9-2025

Impervious Surface Area	Photo point	Dimensions	Impervious Surface (sq. ft.)	Impervious Surface (acres)
Barn 1, storage shed	17	40’ x 35’	1,400	0.032
Barn 2	18	12’ x 24’	288	0.007
Well	1	10’ x 6'	60	0.001
Creamer building	2	50’ X 40’	2,000	0.046
Residence	34		2,240	0.051
Silo storage areas	5	80’ x 200'	16,000	0.367
Concrete pad	16	27’ x 24’	648	0.015
Total Impervious Surface			**22,636 sq. ft**	**0.519 acres**

The easement allows for a maximum impervious surface area of 2% or 85,987.20 sq. ft. (1.97 acres). Based on the above approximations, a remaining 63,351.44 sq. ft. (1.45 acres) of impervious surface is allowed under the easement.

The remaining allowable impervious surface for the conservation easement must be calculated.

Map 4: Conservation easement map with labels for all human modifications to the property, with the following labeled: i.e., structures, roads, trails, dikes and impoundments, wells, fences, utility lines and corridors, cemeteries, trash piles/dumps, etc., within the easement area. Building Envelopes must be clearly identified on the map.

Section 5: Land Parcel Topography and Soil Types:

- **Topography:** Short paragraph summarizing the general topography of the easement area, highlighting any extremes.
- **Soils:** Protecting the soil resource base and sustainable food and fiber production are essential purposes of conservation easements. Therefore, explaining the soil resources on the easement property is very important. The BDR should include a discussion of all soil types within the land parcel, including a description of each. All soil types and descriptions are available through USDA-NRCS.
- The following is provided as an example for a soils discussion:
    - There are six soil units mapped on the parcel, as shown on the General Soils Map. Four of the six soils are classified as prime farmland or farmland of statewide importance.
    - The soil types are as follows: (Note: Only one soil type is shown as an example. All soils shown on the soils map should be listed.)
        - Georgeville silty clay loam, 2-6% slopes.
        - GeB2 — Georgeville silty clay loam, 2-6% slopes. Georgeville soils are very deep, well-drained, and moderately permeable. The parent material

Approved 9-2025

for the soil is weathered fine-grained metavolcanic rocks. It is a moderately eroded soil found on uplands with elevations ranging from 300 to 750 feet. It is a well-drained soil with moderate available water capacity. *Georgeville is considered a prime farmland soil.*

Utilize the following table format to list all soils found within the easement area:

Soil Type	Name	Acreage	% of Total	Prime, Unique, or Statewide Importance? Y/N

Map 5: USDA-NRCS soils map (available through USDA Web Soil Survey) with appropriate labels.

Map 6: U.S. Geological Survey (USGS) U.S. Topo or 7.5-minute quadrangle topo map with clear contour lines.

Section 6: Descriptions of the Property's Natural Features:

In this section, highlight all the property features at the time of the easement, including but not limited to:

- Man-made features: Existing man-made improvements or incursions, such as roads, buildings, fences, man-made ponds, canals, or gravel pits. This section will highlight all impermeable features.
- Vegetation, habitat, and animal presence: Identification of flora and fauna, such as rare species locations, natural habitats, animal breeding and roosting areas, and migration routes.
- Land use history: Present uses and recent past disturbances.
- Special use areas: Land management areas such as logging roads, landing decks, general forest management zones, protected riparian zones, trails, etc.
- Forest description (if applicable): General description of forest types within the easement area (e.g., hardwood, pine, ornamental, etc.).
    - *Map 7: Accompanying stand map or reference map with labeled stands (if applicable).*
- Aquatic features: List and describe all significant aquatic features (streams, water bodies, wetlands, floodplains, major waterways, etc.). Provide a brief narrative regarding how the easement positively impacts those features.
    - *Map 8: Accompanying labeled aquatic map (overlay of an aerial/satellite view, if possible).*
    - *Map 9: General hydrology map.*
- Wildlife and natural communities (*Optional*): List and describe all wildlife habitats and natural communities of significance found within the easement area (e.g., common wildlife, rare and endangered species, etc.).
    - *Map 10: Accompanying map of wildlife and natural communities.*

Approved 9-2025

- Additional distinct natural features: Please include any specialty areas of interest, such as large trees and ephemeral streams.

Section 7: Archeological and Historical Features:

- List and description of all historical features of significance, including cemeteries (if applicable).
    - *Map 11: Labeled map of archeological and historical features on the property (if applicable).*

Section 8: Photographic Documentation:

This section is one of the most important. A photographic record of the entire property is essential, as is an adequate representation of the site at the time of recording. All photos must be easily replicable from roads, permanent features, or GPS waypoints. Photographs are recommended to include timestamps, latitude and longitude, or GPS coordinates.

Please be diligent in representing the following:

- Photographs must be taken at regular intervals along the property line that capture the property in its entirety, including photos from each corner of the property.
- Photographs of each permanent structure within each building envelope or farmstead area.
- If not included above, all other impervious surfaces in the easement.
- Photographs of any other human modifications to the property (including roads, ditches, dams, etc.).
- General landscape pictures that are representative of the easement area.
- Photographic index with descriptions of each photo (photos must have descriptions next to them).

Map 12: Photographic documentation map with photos numbered. Include a compass direction to note the direction the photo was taken or a GPS coordinate.

Section 9: Addenda

- NCDA&CS Approved Survey
- Signed Easement Restriction Acknowledgement Form
- Environmental Site Assessment
- Forest Management Plan and/or Conservation Plan if applicable
- Preparer Information: Identity and qualifications of preparer(s) that demonstrate their experience, education, and expertise relevant to the resources, features, and characteristics being documented, the Conservation Values and purposes of the Conservation Easement, and the tasks necessary to prepare the Baseline Report.

Approved 9-2025

Section 10: Signature Page (Acknowledgement of Property Condition Form):

Signatures of acknowledgment that the landowner(s) agree with the BDR and the property's condition when the easement is recorded on the property.

The preliminary Baseline Documentation Report, with any applicable updates, must be approved at least 30 business days prior to closing**.** NO EDITS ARE PERMITTED AFTER APPROVAL. In the event of a delay in closing, the entity must provide a signed certification letter stating that there have been no changes to the easement area after sixty days. The BDR is to be reviewed by the entity and landowner, signed, and returned. The BDR must be signed by all authorized signatories of the landowner and the entity, and it must be notarized.

Note: Entities may use their own BDR acknowledgment page, including a notary individualization, but all forms must be complete.

- **Date(s) of field work, report compilation, and any follow-up visits**
- **Summary of data collection methods, including the accuracy of GPS equipment**
- **Preparer's qualifications**

Acknowledgements Examples

Baseline Documentation Team:

Sam Smart, Land Stewardship and Acquisition Specialist
Samantha Solid, Land Stewardship Specialist
Zoe Ground, Ph.D, Soil Scientist

Location of the Original Document
The original signed document is stored in a fireproof cabinet located within the Carolina Open Space Trust office. This original document was placed in this location on _____, 2027 by _____.

I. Declarations of Accuracy

This baseline report (consisting of xx pages of text including the table of contents, 4 appendices, 5 maps and 14 pages of photographs) is prepared to document the current status of the Great Ranch Conservation Property to be held by the Carolina Open Space Trust, a North Carolina 501(c)(3), nonprofit organization.

We declare that, in the preparation of this baseline report, we acted under and fulfilled our duty to gather and record the information contained herein accurately and in the regular course of the

business of the Carolina Open Space Trust. Further, we declare that the information contained herein accurately reflects our personal knowledge gained by our field observations on December 2 through 4, 2026. We declare that the information contained herein was recorded at or near the time that the information was obtained and accurately describes the conditions of the physical features and uses of the Great Ranch Conservation Property.

We declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December __, 2026.

Signatures X_____

II. Declaration of Reliance and Certification of Record

Acting as the President of the Carolina Open Space Trust and as its Custodian of Records, I declare that the Carolina Open Space Trust adopts, has relied upon, and will rely upon the information contained in this report to describe the condition of the Conservation Property. Further, I certify that the preparation of this document complies with our general procedures for creating and maintaining business records and specifically with our procedures for the creation of baseline reports. This document was created in the regular course of our business for the purpose of managing our conservation easement portfolio.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December __, 2026.

Helen Speaker X_____
President, Carolina Open Space Trust

III. Declaration of Acceptance

I, George F. Donor, as Trustee of the George Y. Donor Trust, am the current owner of the Great Ranch Conservation Property subject to the conservation easement dated December __, 2026, to be conveyed to the Carolina Open Space Trust and recorded in the official records of _____ County. I have read and independently reviewed this baseline report and declare that this report accurately describes the status of the physical features and uses of the conservation easement area.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct and that this declaration was executed on December __, 2026.

George F. Donor, X_____
Trustee of the George Y. Donor Trust

Approved 9-2025

Easement Award Grantee Responsibilities and Acknowledgements

It is the responsibility of the Grantee to provide these instructions to the closing attorney completing the title search and easement closing items. The closing attorney **MUST** complete the Closing Attorney Requirements for Conservation Easement Programs Form **AND** a State of North Carolina Substitute W-9 Form.

1. The Closing Attorney **MUST** complete the Closing Attorney Requirements for Conservation Easement Programs Form, State of North Carolina Substitute W-9 Form, at least **60 days** prior to a tentative conservation easement closing date.
    - **Due to the vendor registration requirements of the Office of State Controller, there are no exceptions to this 60-day policy.**

2. **The Grantee must ensure the following for an accurate and timely process:**
    a. Discuss with the landowner any potential title issues that could affect the certification of the title BEFORE the execution of the grant contract. Use the NCDA&CS Title Prescreen document to facilitate the discussion.
    b. Acknowledge that costs to clear title defects are the responsibility of the landowner.
    c. Engage the closing attorney directly after the contract award.
    d. Ensure the attorney has the necessary skills and schedule availability to complete a thorough review according to NCDA&CS standards, as described herein.
    e. Maintain contact with the closing attorney throughout the process. The Grantee is responsible for ensuring the transaction meets contract requirements and is completed in a timely manner within the budget parameters.
    f. Acknowledge Grantees need to fully understand the billing practices of the Closing Attorney before engagement.
    g. Acknowledge the closing attorney must represent the Grantee only.
    h. Acknowledge the closing attorney must be supplied with the most current information regarding ownership, easement area acreage, and parcel identification.
    i. Acknowledge NCDA&CS legal will coordinate the closing date with the closing attorney and grantee upon approval of all required documents and closing check request.
        i. The Request for Payment form, Easement Closing Check Request form, and all required documents must be submitted in one complete package to the NCDA&CS no later than 30 days before the proposed closing dates.
            1. Errors in the Grantee's forms and documents, or outdated State of North Carolina Substitute W-9 Form for the Grantee or Closing Agent may cause delays.

For Agricultural Conservation Easement Program Agricultural Land Easements (ACEP-ALE) transactions, these requirements and instructions are in addition to any closing instructions provided by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS).

The Parties to this transaction are as follows:

State of North Carolina:
N.C. Dept. of Agriculture & Consumer Services
NC ADFP Trust Fund
2 West Edenton Street
Raleigh, NC 27601

Landowner/Grantor (name & address below)**:**
_____
_____
_____, _____ _____

Eligible Entity/Grantee (name & address below)**:**
_____
_____
_____, _____ _____

Closing Agent (name & address below)**:**
_____
_____
_____, _____ _____

Closing Attorney Qualification Acknowledgements

1. Acknowledge the closing attorney has up-to-date knowledge of the General Statutes of North Carolina and case law pertaining to conducting real estate transactions and obtaining title clearance.

2. Certify that the closing attorney is an attorney duly licensed to practice law in the State of North Carolina.

Preliminary and Closing Attorney Requirements

1. Certify that the title insurance company issuing the title commitment and final policy of title insurance is approved by the North Carolina Insurance Commissioner.

2. Provide all Parties evidence of liability insurance coverage or indemnification in an amount equal to or greater than the easement purchase value paid from State Funds for each NCADFPTF easement. Further, the closing agent agrees to provide reimbursement to NCAD&CS for any loss of State funds caused by errors, omissions, fraud, dishonesty, negligence, or failure by the attorneys, agents, or closing agent employees to comply with written closing instructions. An insured closing protection letter is satisfactory to meet this condition of responsibility.

3. Certify that he or she will not close on an easement purchase for his or her spouse, children, partners, or business associates, and that he or she does not have a financial interest in the real estate to be covered by the proposed easement.

4. The easement acquisition transition MUST BE completed within 30 calendar days of receipt of the State funds.

5. Return the easement funds and any accrued interest in accordance with NCDA&CS instructions if the conservation easement is not closed within 30 calendar days of receipt of the State funds.

6. Acknowledge that costs to clear title defects are the responsibility of the landowner.

7. Respond to requests for edits to documents.

8. Acknowledge receipt and agree to comply with the terms of these requirements by promptly signing and returning a signed copy of these closing agent requirements to NCDA&CS.

Approved 6-2025

9. Provide a complete State of North Carolina Substitute W-9 Form with this document. Per the Office of State Controller, the State of North Carolina Substitute W-9 Form must be dated within one year prior to transmitting funds to the closing agent's escrow account. Updated forms must be submitted before requesting funds.

Attorney Requirements for Title Search

Certify that he or she will:

10. Examine the real estate records and certify title for a period of sixty years or more. There are **NO EXCEPTIONS** to the sixty-year title search period.
    a. The search period must show a beginning date and an ending date.
    b. Updated title opinion search periods must be accompanied by new title commitments that reflect those search periods.

11. Provides a duly signed title opinion along with vesting deeds, exceptions, recorded plats and a copy of the tax parcel card.
    a. A list of all title exceptions must be included in the title opinion.
    b. If any exceptions are discovered after submission to NCDA&CS, the title opinion must be revised to include those exceptions.

12. Secure the title commitment including an Insured Closing Protection Letter.

13. Comply with any listed title commitment requirements. NCDA&CS requires the Grantee and NCDA&CS to be listed on the insured and the amount of title insurance is equal to the cash value of the easement purchase price (does not include landowner donation).

14. Obtain and record as instructed the properly executed curative documents for any exceptions noted on the title commitment required to be removed, released, subordinated, cancelled, waived, or otherwise addressed as required by the title commitment or proforma policy and closing instructions.

Attorney Requirements for Settlement Statement

15. Prepare settlement statement.

    a. The following language must be included, which describes the 10% of amount of NCDA&CS easement purchase contribution to be held in escrow:

i. "A check in the sum of $_____which is a portion of the grant award is being paid to _____, Settlement Agent, which represents the easement purchase price pursuant to the North Carolina Agricultural Development Farmland Preservation Trust Fund "NCADFPTF" grant. Pursuant to program guidelines, the Settlement Agent named herein will hold 10% of the easement purchase price or $_____ in escrow until such time as the recorded easement, recorded plat, signed settlement statement, final title policy and budget reports are received and approved by NCADFPTF. The NCADFPTF shall, upon receipt of the recorded easement, recorded plat, signed settlement statement, final title policy and approval of all budget reports authorize the Settlement Agent to release all remaining grant funds, if any, to the Seller or Seller's designated payee. "

Attorney Requirements for Closing

1. Immediately following closing, provide policies of title insurance free and clear of all encumbrances (exceptions) to the title except those that NCDA&CS, has determined to be acceptable.

2. Certify that the following package will be delivered within 28 business days of receipt of recorded documents from the local land records office to NCDA&CS:
    a. Policy of title insurance (original and one copy) on the appropriate form.
    b. Recorder's certified copy of the recorded conservation easement deed and a recording receipt.
    c. Recorder's certified copies of any curative documents, including subordination agreements.
    d. Original and one copy of executed settlement statements.

3. Record of disbursement of funds to the landowner.

4. Immediately prior to closing, examine the real estate records covering the time from the effective date of the title commitment to the date of closing to determine that no new encumbrances have been recorded against the subject property, no adverse change in title has occurred, and that there are no intervening matters affecting the title that might result in a new title exception on the policy. Notify NC ADFPTF of any such changes or matters that are discovered, and delay the closing, the recording of the deed, and the disbursement of funds pending consultation with NCDAFPTF.

5. Ensure all taxes, homeowners' assessments, etc., are current as of the date the conservation easement deed is recorded.

6. Obtain the properly executed conservation easement deed from the landowner and any other required signatory parties.

7. Record the conservation easement deed within two business days of execution.

8. Complete Internal Review Service (IRS) tax reporting Form 1099 for the full easement compensation amount, as identified in the conservation easement deed.

By signing this "Closing Attorney Requirements for Conservation Easement Programs," I certify that I meet all specified requirements and agree to complete all required deliverables and outputs in accordance with the prescribed standards in this contract. I further acknowledge that my execution of these obligations ensures that State funds received for services provided are utilized in a manner that safeguards the interests of the State of North Carolina. If any certification of qualifications is found to be false, or if the deliverables or outputs are incomplete or fail to meet the prescribed standards, the State of North Carolina reserves the right to withhold grant payments until such deficiencies are corrected to the State's satisfaction.

_____

Signature of Closing Agent Date

_____

Name of Closing Agent

By signing this "Closing Attorney Requirements for Conservation Easement Programs", I concur with the closing agent's qualifications.

_____

Signature of Grantee Representative Date

_____

Name and Title of Grantee Representative

REQUEST TO ADFP TRUST FUND FOR APPROVAL OF SUBCONTRACTING

This form is required.

Grantee:

Contract Number:

Pursuant to the General Terms and Conditions of the Contract* between the Grantee and the Agency, Grantee hereby requests approval of the Subcontractor, , to assist in carrying out the purposes of the above-referenced contract.

_____	_____	_____
Signature of Grantee	Name of Grantee	Date

☐ Subcontracting Approved

☐ Subcontracting Denied

_____	_____	_____
Signature of Director	Name of Director	Date

***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.

I. Purpose

The N.C. Agricultural Development and Farmland Preservation (ADFP) Trust Fund, administered by the Farmland Preservation Division of the N.C. Department of Agriculture & Consumer Services, provides grants for agricultural conservation easements on family farms throughout the state of North Carolina.

The ADFP Trust Fund will "hold grantees accountable for the expenditure of State funds by performing monitoring and oversight functions," in accordance with Administrative Code 09 NCAC 03M "Uniform Administration of State Grants" and Subsection .0400, pursuant to N.C.G.S. 143C-6-22 & 23. The ADFP Trust Fund will work with the grantee to ensure compliance with the terms and conditions of the easement. Monitoring is necessary to make certain the easements are maintained while ensuring a productive relationship between the funding source (ADFP Trust Fund), grantee (counties or private nonprofit conservation organizations, according to N.C.G.S. 106-744), and landowner.

II. Definition of Agricultural Conservation Easements

According to N.C.G.S. 106-744, an "agricultural conservation easement" means a negative easement in gross restricting residential, commercial, and industrial development of land for the purpose of maintaining its agricultural production capability. Agricultural conservation easements may be perpetual or term-limited in duration. The agricultural conservation easement may permit the creation of not more than three lots that meet applicable county zoning and subdivision regulations, provided it is allowed in the original recorded easement.

III. Involved Parties

The ADFP Trust Fund, administered by the Commissioner of Agriculture, is the funding source for purchasing conservation easements. The ADFP Trust Fund has full-time staff located in Raleigh, North Carolina. Part-time field staff members are located throughout the state. The ADFP Trust Fund Monitoring and Stewardship Coordinator is the monitoring program manager, unless otherwise designated by the Farmland Preservation Division Director. ADFP Trust Fund Field Staff and the Monitoring and Stewardship Coordinator will conduct on-site monitoring. On-site monitoring visits are assigned by the Monitoring and Stewardship Coordinator. In-office monitoring reviews are the responsibility of the Monitoring and Stewardship Coordinator.

The ADFP Trust Fund Advisory Committee is administratively located within the N.C. Department of Agriculture and Consumer Services. The Advisory Committee will advise the Commissioner on the prioritization and allocation of funds, the development of criteria for awarding funds, guidelines for monitoring easements and projects, program planning, and other areas where monies from the ADFP Trust Fund can be used to promote the growth and development of family farms in North Carolina.

Grantees are counties or private nonprofit conservation organizations**. Grantees are the first point of contact for monitoring conservation easements, discussing potential violations of contracts and/or recorded easements and enforcement of deed terms. Grantees are required to monitor the easement at least once a year and complete annual monitoring reports for the length of the term**

of the easement. Grantees shall invite all funding partners and easement co-holders to join the monitoring visit.

Landowners will work with grantees to ensure compliance with the terms and conditions of conservation easements and will be notified of site visits by the grantee.

IV. Grantee Monitoring Responsibilities and Expectations

After the approval of final budget and progress reports, and the closeout of the contract, Grantees will complete and submit the online "Grantee Monitoring Report – Perpetual or Term Easement" to ADFP Trust Fund office annually on or before December 31, beginning the year after the recording of the easement. The "Grantee Monitoring Report – Perpetual or Term Easement" is accessed through NC ADFP Trust Fund's website. For the direct link to the portal, click here. Grantees will be required to create a Formsite account to access the report portal. Grantees should follow the prompts in the online portal to complete and submit their report.

Failure to file annual monitoring reports on or before December 31 of each year shall constitute a violation of the easement and the grant contract.

- Each January, ADFP Trust Fund staff will inform grantees of the easements scheduled for a combined site visit with ADFP Trust Fund personnel during that calendar year. Grantees will coordinate these visits and promptly notify the relevant ADFP Trust Fund staff members to ensure simultaneous participation. The responsible entities will also ensure the landowner is informed about the site visit and the monitoring method to be employed. The use of unmanned aerial vehicles (UAVs), or drones, can supplement the in-person site visit with the landowner's permission. If drones are involved, the entity will obtain the landowner's consent. Regardless of the monitoring method, every effort will be made to thoroughly assess as much of the easement area as possible.
- Remote Monitoring Guidelines (third party satellite or commercial imagery): Entities must annually assess the suitability of remote monitoring for each conservation easement property. It is recommended that if entities conduct remote monitoring, they rotate between remote and in-person monitoring. At a minimum, in-person monitoring is required the year in which the following conditions occur: a change in landownership, the landowner indicates interest in land management changes, or a property has a violation within the last five years. If a potential violation is identified from remote monitoring, an in-person visit must occur within the same year.

  NCDA&CS may request follow-up in-person monitoring visits when the imagery does not meet the criteria above or is insufficient to verify a property's on-the-ground conditions. Remote imagery should be captured within the current calendar year and must have a spatial resolution no coarser than 1.5 meters.

V. ADFP Trust Fund Staff Monitoring Roles and Responsibilities

The ADFP Trust Fund staff monitoring methods include but are not limited to:

- In-person monitoring visit: ADFP Trust Fund staff are required to physically visit the easement the first year after the easement is recorded and every three years thereafter. These monitoring visits will be coordinated with the grantee's annual monitoring visit. All interested parties will be invited.

- In-office: ADFP Trust Fund staff will review grantee monitoring reports and verify the information from the reports.

Site visit protocol for ADFP Trust Fund staff:

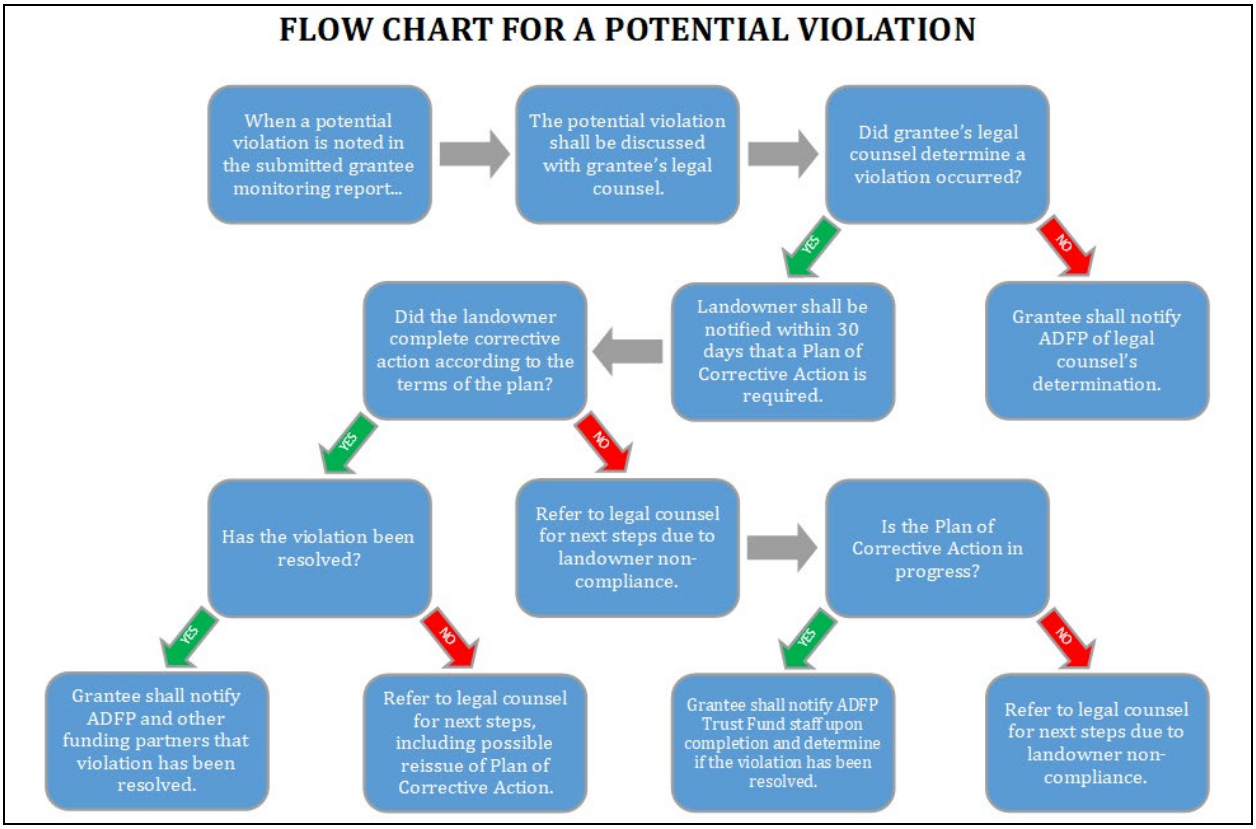
- Communicate with the grantee about the site visit. ADFP Trust Fund staff and grantee will coordinate annual monitoring visits to the extent possible.
- Prior to the site visit ADFP Trust Fund staff will review easement survey, BDR, and previous years' "Grantee Monitoring Report – Perpetual or Term Easement".
- Site visits can be conducted on foot, by vehicle or by drone as long as proper inspection of entire easement area is completed and necessary landowner permission is obtained.
- Compile documentation, including, but not limited to, photographs, including land condition, and current use data.
- Complete "ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement."
- A site visit will occur the first year after the recording of the easement, and then every three (3) subsequent years unless otherwise directed.

In-office monitoring protocol for ADFP Trust Fund staff:

- Review completed "Grantee Monitoring Report – Perpetual or Term Easement."
- Review the most current aerial photography data available (e.g. GIS via Multi-Hazard Threat Database (MHTD), Google Earth, etc.).
- Compare aerial photography with the Baseline Documentation Report and most recent ADFP Trust Fund Staff In-Office Monitoring Report.
- Complete "ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement."
- In-office monitoring will be completed every three (3) years; the year prior to an ADFP TF staff monitoring site visit.

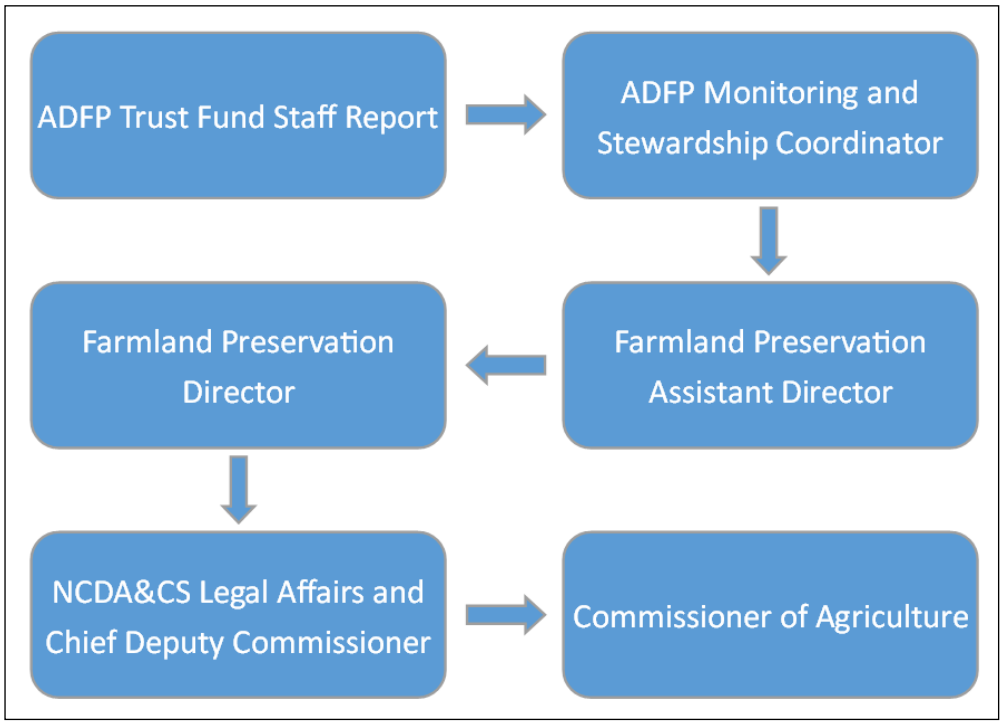
VI. Additional Guidance and Reference - Potential Violations

Grantees shall note any potential violation in their annual monitoring report and discuss with their organization's legal counsel. If the grantee's legal counsel determines a violation has occurred, the landowner shall be notified within 30 days that a Plan of Corrective Action is required (see chart below):



The Plan of Corrective Action must be a comprehensive plan detailing the corrective action that will be taken to remedy all violations and bring the project back in compliance.

In the event the grantee is unwilling or unable to enforce the terms of the easement, ADFP TF staff will note the potential violation in their annual monitoring report and start the internal review process (see chart below):



ADFP Trust Fund Staff are

to follow appropriate approved ADFP Trust Fund Policies and Guidelines as directed by the ADFP Trust Fund Advisory Committee and the Commissioner of Agriculture, i.e. ADFP Trust Fund Grantee Eligibility Status.

VII. Monitoring Documents

The following documents will be used for the monitoring of conservation easements:

- Grantee Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff Monitoring Report – Perpetual or Term Easement
- ADFP Trust Fund Staff In-Office Monitoring Report – Perpetual or Term Easement
- Documents from the recorded conservation easement, including, but not limited to, recorded survey, baseline documentation report, previous monitoring reports, and the deed of conservation easement.

VIII. Document Filing, Retention, and Disposal

All completed reports, including maps from GIS and supplemental documentation from grantees, will be scanned for electronic storage and printed for paper files. The North Carolina State Property Office, Land Asset Maintenance database (http://www.ncspo.com/fis/dbLandAsset.aspx) lists all ADFP Trust Fund funded easements. Electronic copies of monitoring documents will be stored on the ADFP Trust Fund server and SharePoint page.

All monitoring documents will be filed, retained, and disposed of pursuant to the ADFP Trust Fund records retention schedule.

General Terms and Conditions

DEFINITIONS

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

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

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

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

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

Relationships of the Parties

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

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

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

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

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

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

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

Indemnity

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

Default and Termination

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

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

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

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

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

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

Confidentiality

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

Oversight

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

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

CONTRACT and FINANCIAL DOCUMENTS SIGNATURE CARD

INSTRUCTIONS:
Please read and fill in the required information for each field as applicable. Signatures must match the Contract signatures. A revised form must be submitted prior to processing any contractual documents, submitting "Request for Payments," or any other financial documents if the affixed signature(s) are no longer valid. This form may be duplicated if more than two people are signing for the organization.

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 as having legal signing authorization on behalf of the above named organization for the purposes of executing contractual documents as well as preparing, approving, and executing all financial documents to include "*Requests for Payments*." I understand the legal implications of all misrepresentation(s), which include but are not limited to defrauding the State of North Carolina and certify via my signature below, I have full authority to execute this Agreement on behalf of the named organization.

GOVERNMENT ENTITIES ONLY
(Must match Contract signature)

Authorized Government Official	**CFO, Controller, or Other Authorized Government Official**
Printed Name:	Printed Name:
Title:	Title:
Email Address:	Email Address:
Signature:	Signature:

Budget Revision/Amendment Request

Date: 12/15/2025 **Amount:** 442,347.85

Dept. Head: Daniel McClellan **Department:** Soil & Water

☐ **Internal Transfer Within Department** ☐ **Transfer Between Departments/Funds** ☑ **Supplemental Request**

This budget amendment will record the Williams 1 and Williams2 Farm Conservation Easement.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	3270-9698-Will1	Soil and Water Grant-Will1		196,905.85		196,905.85
460	9	3270-9698-Will1	Soil & Water District Activities- Will1		196,905.85		196,905.85
460	6	3270-9698-Will2	Soil and Water Grant-Will2		245,442.00		245,442.00
460	9	3270-9698-Will2	Soil & Water District Activities- Will2		245,442.00		245,442.00
				-	884,695.70	-	884,695.70

Budget Officer

Approved

Denied

_____

Signature

_____

Date

County Manager

Approved

Denied

_____

Sianature

_____

Date

Board of Commissioners

Approved

Denied

_____

Signature

_____

Date

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Cooperative Extension - Amendments to Chapter 32, Code of Ordinances, “Farmland Preservation”

BRIEF SUMMARY:
The above chapter was first adopted in 2005, but the enabling legislation was heavily revised in 2016 and 2021. The Agricultural Extension Advisory Board has approved the attached revised Chapter 32 to update and align our Code of Ordinances with the enabling legislation.

REQUESTED ACTION:
Recommended Motion:

Motion to approve revised Chapter 32, “Farmland Preservation”.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Doug Hall, County Attorney and General Counsel
Tracy LeCompte, Cooperative Extension Director
Sarah Newman, Cooperative Extension Agent

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Revised Ordinance
- Revised Ordinance Approved

Chapter 32 - FARMLAND PRESERVATION ARTICLE I. - IN GENERAL

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Sec. 32-1. - Title.

An ~~ordinance~~Ordinance of the ~~Board~~Board of ~~County~~County ~~Commissioners~~Commissioners of Cabarrus ~~County~~County, North Carolina, entitled, "Voluntary Agricultural District ~~Ordinance~~Ordinance" and "The Enhanced Voluntary Agricultural District ~~Ordinance~~Ordinance."

(Ord. No. 2005-20, Art. I, 11-21-05)

Sec. 32-2. - Authority.

The articles and sections of this chapter are adopted pursuant to authority conferred by the G.S. 106-735 through 106-744 and Chapter 153A. ~~In conjunction with Ratified House Bill 607.~~

(Ord. No. 2005-20, Art. II, 11-21-05)

Sec. 32-3. - Purpose.

All references to "agriculture" herein shall include the definitions and examples of agriculture enumerated in N.C.G.S. 106-581.1, as required by the Farm Act of 2021.

The purpose of this chapter is to promote agricultural values and the general welfare of the ~~county~~County and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; decrease the likelihood of legal disputes such as nuisance actions between farm owners and their neighbors; and increase protection from non-farm development and other negative impacts on properly managed farms.

Voluntary Agricultural District or VAD. This Ordinance establishes a Voluntary Agricultural District program which provides the following benefits: preserves and maintains agricultural areas in the County; informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust and smells which may avoid conflicts between neighbors and potential nuisance claims; gives the farming community an enhanced voice in Cabarrus County Commissioners' decisions affecting farmland; and conserves open space and natural resources as the County's population and development expands.

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Enhanced ~~V~~voluntary ~~A~~agricultural ~~D~~district or EVAD. In addition to the benefits of the Voluntary Agricultural District, t~~T~~he enhanced voluntary agricultural district ~~ordinance~~Ordinance creates a district that will provide greater benefits to farmers than the current program. Participating farms will be allowed to receive up to 25 percent of their gross sales from ~~certain types of~~ non-farm products and still qualify for agricultural zoning exemptions and be eligible for a higher percentage of cost-share program funding and have priority for other ~~state~~State grant programs.

(Ord. No. 2005-20, Art. III, 11-21-05)

Sec. 32-4. - Definitions.

The following are defined for purposes of this chapter:

~~Advisory~~Advisory ~~board~~Board: Cabarrus ~~County~~County Agricultural ~~Advisory~~Advisory ~~Board~~Board.

Chairperson: Chairperson of the Cabarrus ~~County~~County Agricultural ~~Advisory~~Advisory ~~Board~~Board.

District: Voluntary ~~A~~agricultural ~~D~~district or Enhanced Voluntary Agricultural District as established by this chapter.

~~Board~~Board of ~~commissioners~~Commissioners: Cabarrus ~~County~~County ~~Board~~Board of ~~Commissioners~~Commissioners.

Nonfarm Use: Any use of land that does not qualify as a bona fide farm use, other than single family residential uses as allowed under N.C.G.S. 106-737(4).

Conservation Agreement: A ten (10) year revocable agreement (if a VAD or Voluntary Ag District) or irrevocable agreement (if an EVAD or enhanced Voluntary Ag District) signed by the landowner and recorded in the Office of the Register of Deeds committing to keep land in agricultural, horticultural or forestry use as described in N.C.G.S. 131-35.

(Ord. No. 2005-20, Art. IV, 11-21-05)

Secs. 32-5—32-20. - Reserved.

ARTICLE II. - AGRICULTURAL ~~ADVISORY~~ADVISORY ~~BOARD~~BOARD

Sec. 32-21. - Creation.

The ~~board~~Board of ~~commissioners~~Commissioners shall establish an agricultural ~~advisory~~Advisory ~~board~~Board to implement the provisions of this program. The membership of the Advisory Board shall be chosen to provide the broadest possible representation of the geographical regions of the County and to the extent possible, represent a cross section of the segments of agricultural, horticultural and forestry production existing within the County as required by N.C.G.S. 106-739(b), the Farm Act of 2021. (Ord. No. 2005-20, Art. V(A), 11-21-05)

Sec. 32-22. - Membership.

The ~~advisory~~Advisory ~~board~~Board shall consist of no less than seven voting members appointed by the B~~board~~Board of C~~commissioners~~Commissioners. The Board of Commissioners may appoint additional voting members, but the Advisory Board shall consist of an odd number of members. (Ord. No. 2005-20, Art. V(B), 11-21-05)

Sec. 32-23. - Membership requirements.

(a) Each ~~advisory~~Advisory ~~board~~Board member shall be a Cabarrus ~~County~~County resident or landowner.

(b) A majority ~~t least four~~ of the voting members shall be actively engaged in agriculture as required by the Farm Act of 2021 and as the term is defined in N.C.G.S. 106-581.1. ~~farming~~.

(c) At least one of the ~~advisory~~Advisory ~~board~~Board members ~~actively engaged in farming~~ shall be nominated by the Cabarrus ~~County~~County Soil and Water Conservation District ~~Board~~Board of Supervisors.

(d) The members ~~actively engaged in farming, as well as other members,~~ shall be selected for appointment by the B~~board~~Board of C~~commissioners~~Commissioners from the names of individuals submitted to the ~~board~~Board of ~~commissioners~~Commissioners by the Cabarrus ~~County~~County Soil and Water Conservation District ~~Board~~Board of Supervisors, the Cabarrus ~~County~~County Cattlemen's Association, the ~~county~~County office ~~oice~~ of the North Carolina Cooperative Extension Service, St. John's Grange, Piedmont Farmer's Market, Cabarrus ~~County~~County Farm Bureau, the Natural Resource Conservation Service, the U.S. Farm Service Agency ~~County~~County Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, and the public at large.

(e) The ~~p~~Planning and Z~~z~~oning C~~c~~ommission eastern area representative will hold an ex-officio seat on the A~~a~~gricultural ~~advisory~~Advisory ~~board~~Board. Additional members may be appointed to the Board in an ex-officio capacity from the Soil and Water Conservation District Board of Supervisors, the County office of the North Carolina Cooperative Extension, the U.S. Farm Service Agency, as deemed necessary or prudent by the Board of Commissioners. Members serving in an ex-officio capacity shall neither vote nor count towards quorum requirements.

(Ord. No. 2005-20, Art. V(C), 11-21-05)

Sec. 32-24. - Tenure.

The initial ~~board~~Board is to consist of two appointees for terms of one year; two appointees for terms of two years; and three appointees for terms of three years. Thereafter, all appointments are to be for terms of three years, with reappointment permitted.

(Ord. No. 2005-20, Art. V(D), 11-21-05)

Sec. 32-25. - Vacancies.

Any vacancy on the ~~advisory~~Advisory ~~board~~Board is to be filled by the ~~B~~board of ~~C~~commissioners for the remainder of the unexpired term. (Ord. No. 2005-20, Art. V(E), 11-21-05)

Sec. 32-26. - Removal.

Any member of the ~~advisory~~Advisory ~~board~~Board may be removed by the ~~board~~Board of ~~commissioners~~Commissioners upon a three-fifths~~two-thirds~~ vote of the ~~commissioners~~Commissioners. No cause for removal shall be required. Appropriate conduct by ~~advisory~~Advisory ~~board~~Board members will be required.

(Ord. No. 2005-20, Art. V(F), 11-21-05)

Sec. 32-27. - Funding.

The per diem compensation, if any, of the members of the ~~advisory~~Advisory ~~board~~Board may be fixed by the ~~board~~Board of ~~commissioners~~Commissioners and funds may be appropriated to the ~~advisory~~Advisory ~~board~~Board to perform its duties.

(Ord. No. 2005-20, Art. V(G), 11-21-05)

Sec. 32-28. - ~~Advisory~~Advisory ~~board~~Board procedure.

(a) *Chairperson.* The ~~advisory~~Advisory ~~board~~Board shall elect a chairperson and vice-chairperson each year at its first meeting of the fiscal ~~calendar~~ year. The chairperson shall preside over all regular or special meetings of the ~~advisory~~Advisory ~~board~~Board. In the absence or disability of the chairperson, the vice-chairperson shall preside and shall exercise all the powers of the chairperson. Additional officers may be elected as needed.

(b) *Jurisdiction.* The ~~advisory~~Advisory ~~board~~Board may adopt rules of procedure not inconsistent with this ~~ordinance~~Ordinance or with other provisions of ~~state~~State law.

(c) *~~Advisory~~Advisory ~~board~~Board year.* The ~~advisory~~Advisory ~~board~~Board shall use the calendar ~~calendar~~ year as its meeting year.

Meetings. Meetings of the ~~advisory~~Advisory ~~board~~Board shall be held at the call of the chairperson and at such other times as the ~~advisory~~Advisory ~~board~~Board ~~m~~ in its rules of procedure or upon the request of at least a majority of the ~~advisory~~Advisory ~~board~~Board voting membership. A meeting shall be held at least annually and notice of any meetings to the members shall be in writing, unless otherwise agreed to by all ~~advisory~~Advisory ~~board~~Board members. Meeting dates and times shall be posted as far in advance as possible by all means of public dissemination required by N.C.G.S. 143-318.12: A schedule of regular meetings shall be kept on file with the Clerk or Secretary to the Advisory Board. If there are any deviations from the regular schedule, the revised schedule to be filed with the Clerk or Secretary at least seven calendar days before the day of the first meeting held pursuant to the revised schedule. If the Advisory Board holds an official meeting at any time or place other than a time or place shown on the schedule, it shall give public notice of the time and place of that meeting as provided below:

(1) If a public body recesses a regular, special, or emergency meeting held pursuant to public notice given in compliance with this subsection, and the time and place at which the meeting is to be continued is announced in open session, no further notice shall be required.

(2) For any other meeting, except an emergency meeting, the public body shall cause written notice of the meeting stating its purpose (i) to be posted on the principal bulletin board of the public body or, if the public body has no such bulletin board, at the door of its usual meeting room, and (ii) to be mailed, e-mailed, or delivered to each newspaper, wire service, radio station, and television station that has filed a written request for notice with the clerk or secretary of the public body or with some other person designated by the public body. The public body shall also cause notice to be mailed, e-mailed, or delivered to any person, in addition to the representatives of the media listed above, who has filed a written request with the clerk, secretary, or other person designated by the public body. This notice shall be posted and mailed, e-mailed, or delivered at least 48 hours before the time of the meeting. The notice required to be posted on the principal bulletin board or at the door of its usual meeting room shall be posted on the door of the building or on the building in an area accessible to the public if the building containing the principal bulletin board or usual meeting room is closed to the public continuously for 48 hours before the time of the meeting. The public body may require each newspaper, wire service, radio station, and television station submitting a written request for notice to renew the request annually. The public body shall charge a fee to persons other than the media, who request notice, of ten dollars ($10.00) per calendar year, and may require them to renew their requests quarterly. No fee shall be charged for notices sent by e-mail.

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(3) For an emergency meeting, the public body shall cause notice of the meeting to be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request, which includes the newspapers, wire services, or station's telephone number, for emergency notice with the clerk or secretary of the public body. This notice shall be given either by e-mail, by telephone, or by the same method used to notify the members of the public body and shall be given immediately after notice has been given to those members. This notice shall be given at the expense of the party notified. Only business connected with the emergency may be considered at a meeting to which notice is given pursuant to this paragraph.

(d) If a public body has a Web site and has established a schedule of regular meetings, the public body shall post the schedule of regular meetings to the Web site.

(e) If a public body has a Web site that one or more of its employees maintains, the public body shall post notice of any meeting held under subdivisions (b)(1) and (b)(2) of this section prior to the scheduled time of that meeting.

(d) ~~on the door of the meeting site and by advertisement in local newspapers or by o of public dissemination of the meeting dates as may be agreed upon by at least a majority of the advisory board membership.~~ All meetings shall be open to the public and follow the Open Meetings Laws. The Cabarrus ~~County~~County ~~Commissioners~~Commissioners have the right to call a meeting of the agricultural ~~advisory~~Advisory ~~board~~Board at any time and for any reason. Meetings shall be held at the North Carolina Cooperative Extension Cabarrus County Center, or the Chambers of the Cabarrus County Commissioners at the Government Center if the North Carolina Cooperative Extension Cabarrus County Center is not available for any reason.

(e) *Majority vote.* All issues shall be decided by a majority vote of the voting members of the ~~advisory~~Advisory ~~board~~Board, except as otherwise ~~state~~State herein. A quorum shall be present for any vote to be taken, defined as a majority of the voting members.

(f) *Records.* The ~~advisory~~Advisory ~~board~~Board shall keep minutes of the proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the ~~advisory~~Advisory ~~board~~Board, and shall be a public record.

(g) *Administrative.* The ~~advisory~~Advisory ~~board~~Board may contract with the North Carolina Cooperative Extension Cabarrus ~~County~~County Center to serve the ~~board~~Board for record keeping, correspondence, application procedures under this chapter, and whatever services the ~~board~~Board needs to complete its duties.

(Ord. No. 2005-20, Art. V(H), 11-21-05; Ord. No. 2006-10, 6-19-06)

Sec. 32-29. - Duties.

The ~~advisory~~Advisory ~~board~~Board shall:

(1) Review and approve or disapprove applications of landowners for enrollment of qualified farmland, horticultural land or forestland into the ~~and~~ voluntary agricultural districts or enhanced voluntary agricultural districts and make recommendations concerning the establishment and modification of these agricultural districts. By approval of this Ordinance, the County Board of Commissioners has delegated authority to the Advisory Board pursuant to N.C.G.S. 106-739(1) to enroll qualifying farms into agricultural districts as authorized by the Farm Act of 2021;

(2) Conduct public hearings;

(3) Advise the ~~board~~Board of ~~commissioners~~Commissioners on projects, programs, or issues affecting the agricultural economy or activities within the ~~county~~County that will affect agricultural districts;

(4) Review and make recommendations concerning proposed amendments to this chapter;

(5) Develop a draft ~~county~~County wide farmland protection plan as defined in N.C.G.S. § 106-744(e)(1) for presentation to the ~~board~~Board of ~~commissioners~~Commissioners;

(6) Study additional methods of farmland preservation and make recommendations to the ~~board~~Board of ~~commissioners~~Commissioners; ~~and~~

(7) Perform other agricultural related tasks or duties identified by the Advisory Board, or assigned by the ~~board~~Board of ~~commissioners~~Commissioners; ~~and~~

(8) Execute agreements with landowners necessary for the enrollment of land in a voluntary agriculture district as authorized by N.C.G.S. 106-739(1a), the Farm Act of 2021.

(Ord. No. 2005-20, Art. V(I), 11-21-05)

Secs. 32-30—32-40. - Reserved.

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ARTICLE III. - CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS

Sec. 32-41. - Regions.

Cabarrus ~~County~~County is hereby divided into three regions as defined below. The general boundaries of these Districts shall be determined by the Advisory Board based upon input by the North Carolina Cooperative Extension Cabarrus County Center staff, and mapped by the County GIS staff:

(1) Northwest Cabarrus;~~,~~

(2) East~~ern~~ Cabarrus;~~,~~

(3) South Cabarrus~~Midland~~.

(Ord. No. 2005-20, Art. VI(A), 11-21-05)

Sec. 32-42. - Implementation.

In order to implement the purposes ~~state~~stated in section 32-3, this program provides for the creation of voluntary agricultural districts (a VAD) or enhanced voluntary agricultural districts (an EVAD) which meet the following standards as required to be set forth by N.C.G.S. 106-738(5):

(1) The district shall contain a minimum of 20 contiguous acres of qualified farmland; or

(2) The district shall contain two or more qualified farms that are located within one mile of each other as measured at any point in their boundaries, and together contain a minimum of 20 contiguous acres of qualified farmland ~~within areas designated by the advisory board~~.

All land enrolled in a region, defined in section 32-41, above, shall be part of a single district. If a single farm has acreage in two or more regions, the farm shall participate in the district where the largest acreage is found.

Landowner(s) requesting inclusion in a VAD or EVAD shall execute a conservation agreement with the County to sustain agriculture in the VAD in accordance with this ordinance. Said agreements shall be in a form which is reviewed and approved by the Advisory Board, and shall be recorded in the Office of the Register of Deeds for Cabarrus County, N.C.

If a VAD or EVAD application covers a parcel which lies in more than one County, then the landowner shall apply for inclusion in the VAD or EVAD program of the other County or Counties, if they offer a VAD or EVAD program. If the parcel is accepted into VAD or EVAD programs in multiple counties, then the conservation easement documents for each program shall be recorded in each County. If the other County or Counties do not offer a VAD or EVAD program, or if the application is not granted in all Counties in which the parcel lies, then the VAD or EVAD conservation easement document(s) granted shall be recorded in the granting County.

(Ord. No. 2005-20, Art. VI(B), 11-21-05)

Sec. 32-43. - Education.

The ~~county~~County may take such action as it deems appropriate through the ~~advisory~~Advisory ~~board~~Board or other entities or individuals to encourage the formation of the districts and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the agricultural district program. The ~~county~~County may contract with the North Carolina Cooperative Extension to serve as the educational advisor and organization charged with delivering this educational program.

(Ord. No. 2005-20, Art. VI(C), 11-21-05)

Sec. 32-44. - Addition and withdrawal.

(a) Qualifying farmland in a region with an existing district shall be added to the district as herein provided.

(b) In the event that one or more participants in the district withdraw and the acreage in the district becomes less than the minimum acreage required or results in the remaining land being noncontiguous, a voluntary agricultural district will continue to exist so long as there is one qualifying farm.

(c) EVAD ~~*Enhanced voluntary agricultural districts* require a~~ conservation agreements between Cabarrus ~~County~~County Government and the agricultural producer ~~that~~ cannot be revoked for at least ten years, shall be appurtenant and run with the land.~~.~~

~~(c)~~(d) The County, the Advisory Board, North Carolina Cooperative Extension Cabarrus County Center staff, and the County GIS mapping staff shall endeavor to map all VADs and EVADs in the County to the extent possible so that they may be maintained and searched by the County, the Advisory Board, the North Carolina Cooperative Extension Cabarrus County Center staff, and the public.

(Ord. No. 2005-20, Art. VI(D), 11-21-05)

Secs. 32-45—32-60. - Reserved.

ARTICLE IV. - PROCEDURES; HEARINGS; NOTIFICATION

Sec. 32-61. - Certification and qualification of farmland.

In order for farmland to qualify for inclusion into the voluntary agricultural district or the enhanced voluntary agricultural district, it must be

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real property that:

(1) Is used for bona fide farm purposes as defined in N.C.G.S. 106-743.4(a) and N.C.G.S. 160D-903 as required by the Farm Act of 2021, N.C.G.S. 106-737(1); ~~Is engaged in agriculture as that word is defined in G.S. 106-581.1.1.~~

(2) Be the subject of a conservation agreement as defined in N.C.G.S. 121-35, between the ~~county~~County and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable ~~county~~County zoning and subdivision regulations. The form of the conservation agreement shall be approved by the Advisory Board;

~~(3) Agree to the conservation agreement between Cabarrus County and the owner that the enhanced voluntary agricultural district cannot be revoked for at least ten years.~~

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(Ord. No. 2005-20, Art. VII, 11-21-05; Ord. No. 2016-04, 3-21-16)

Sec. 32-62. - Application procedure.

(a) A landowner may apply to participate in either program by making application to the chairperson of the ~~advisory~~Advisory ~~board~~Board or a designated staff person at the North Carolina Cooperative Extension Cabarrus County Center . The application shall be on forms approved by and provided by the ~~advisory~~Advisory ~~board~~Board. The application to participate in a district may be filed with the certification for qualifying farmland. The proposed easement may be signed by the Applicant at the time of the initial application, so the Applicant does have to return to the Ag Extension office if the Application is granted. If the application is denied, then the proposed easement shall disregarded as surplusage.

~~(b) A conservation agreement to sustain, encourage, and promote agriculture must be executed by the landowner and recorded with the advisory board. Permitted uses include agriculture, horticulture, forestry, and outdoor recreation.~~

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~~(Ord. No. 2005-20, Art. VIII(A), 11-21-05)~~

Sec. 32-63. - Approval process.

(a) Upon submission of ~~the~~ an application to the ~~advisory~~Advisory ~~board~~Board, the County Extension staff shall forward copies in a timely manner to all voting and ex-officio members of the Advisory Board for their consideration.

(b) The ~~advisory~~Advisory ~~board~~Board shall meet within 90 days of the submission of the application ~~quarterly~~ to approve or disapprove the application. The chairperson shall notify the applicant by first class mail of approval or disapproval of participation in the district within 15 days of the decision.

~~(b)~~(c) Upon approval, the applicable Easement document shall be recorded and distributed to the Applicant and Land Records for addition to the mapping of all VADs and EVADs in the County.

~~(c) Upon receipt of an application, the chairperson will forward copies immediately to the following offices which shall be asked to provide comments, if any, to the advisory board prior to the date set for the advisory board vote on the application.~~

~~(1) The Cabarrus County Tax Assessor;~~

~~(2) The Cabarrus Soil and Water Conservation District office;~~

~~(3) The Natural Resources Conservation Service; and~~

~~(4) The North Carolina Cooperative Extension Office; and~~

~~(5)~~(1) ~~The Cabarrus County Commerce Department.~~

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(Ord. No. 2005-20, Art. VIII(B), 11-21-05)

Sec. 32-64. - Appeal.

If an application is denied by the ~~advisory~~Advisory ~~board~~Board, the petitioner shall have 60~~30~~ days to appeal the decision to the ~~board~~Board of ~~commissioners~~Commissioners. Such appeal shall be presented in writing to the Board of Commissioners Clerk. The Board of Commissioners shall consider the appeal within 60 days of the appeal being filed with the Clerk. The Advisory Board may, but is not required to, present written or oral testimony to the Board of Commissioners as to their reasoning for denying the application. The decision of the ~~board~~Board of ~~commissioners~~Commissioners is final.

(Ord. No. 2005-20, Art. VIII(C), 11-21-05)

Sec. 32-65. - Revocation and renewal of preservation agreement.

(a) *Revocation.* By providing 30 days advance written notice to the ~~advisory~~Advisory ~~board~~Board, a landowner of qualifying farmland in a VAD may revoke the preservation agreement or the ~~advisory~~Advisory ~~board~~Board may revoke the same preservation agreement based on noncompliance by the landowner, subject to the same provisions as contained in section 32-64 for appeal of denials. Such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a district. Absent noncompliance by the landowner, neither the ~~advisory~~Advisory ~~board~~Board nor the ~~board~~Board of ~~commissioners~~Commissioners shall revoke any preservation agreements prior to its expiration. EVAD agreements may not be revoked but renewal after the initial ten year period may be declined or denied as stated in (b), below.

In the event of the original applicant~~landowner~~'s death, or the death of the last surviving applicant if there were multiple applicants / landowners, any surviving heirs have the same 30 days advance written notice consideration for removal from a VAD~~the~~ preservation agreement as ~~state~~stated above. Said notice shall be provided within 12 months of the date of death. The heir or heirs making such application shall verify under oath that they have served all other heirs to the property with the written notice for consideration for removal. North Carolina Cooperative Extension Cabarrus County Center staff shall send a request for comment on the removal request to all known heirs. In the event that one or more heirs object to the property being removed from a VAD, then the request for removal shall be denied.

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(b) *Renewal* . Properties entered into the voluntary agricultural district or the enhanced voluntary agricultural district shall be deemed automatically renewed for an additional term of ten years on July 1 of the tenth anniversary year, unless either the ~~advisory~~Advisory ~~board~~Board or the landowner gives written notice of the intention to deny or decline renewal no later than 30 days prior to the termination date. Notification of automatic renewal will be sent to qualifying land owners a minimum of 60 days prior to the renewal date.

(Ord. No. 2005-20, Art. IX, 11-21-05; Ord. No. 2016-04, 3-21-16)

Sec. 32-66. - Public hearings.

(a) *Purpose.* ~~Pursuant to~~ N.C.G.S. 106-740~~, which~~ provides that no ~~state~~State or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a VAD or EVAD district until such agency or unit has requested the ~~advisory~~Advisory ~~board~~Board to hold a public hearing on the proposed condemnation.

(b) *Procedure.*

(1) Upon receiving a request, the ~~advisory~~Advisory ~~board~~Board shall publish notice electronically and by any other appropriate means they deem necessary ~~describing the proposed action in the appropriate newspapers of~~ Cabarrus ~~County~~County within ten~~five~~ calendar~~business~~ days of the request, and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within thirty~~ten~~ calendar days of receipt of the request.

(2) The ~~advisory~~Advisory ~~board~~Board shall meet to review:

a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and

b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the district within which the proposed action is to take place.

(3) The ~~advisory~~Advisory ~~board~~Board shall consult with the ~~county~~County agricultural extension agent, the natural resources conservation service district conservationist, and any other individuals, agencies, or organizations deemed by the ~~advisory~~Advisory ~~board~~Board to be necessary for its review of the proposed action.

(4) Within ten calendar~~five~~ days after the hearing, the ~~advisory~~Advisory ~~board~~Board shall make a written report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public and ~~prior to its being conveyed~~ to the decision- making body of the agency proposing the acquisition.

(5) There will be a period of ten days allowed for public comment on the report of the ~~advisory~~Advisory ~~board~~Board.

(6) After the ten day period for public comment has expired, the ~~advisory~~Advisory ~~board~~Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition.

(7) The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed 30 days. If the agency agrees to an extension, the agency and the ~~advisory~~Advisory ~~board~~Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.

(8) Pursuant to G.S. 106-740, ~~no the board of commissioners shall not permit any~~ formal initiation of condemnation by

any government~~local~~ agencies may occur while the proposed condemnation is properly before the ~~advisory~~Advisory ~~board~~Board.

(9) This section does not apply to eminent domain proceedings initiated by a public utility pursuant to N.C.G.S. 40A-19.

(Ord. No. 2005-20, Art. X, 11-21-05)

Sec. 32-67. - Notification.

(a) *Record notice of proximity to voluntary agricultural district.*

(1) *Procedure.* ~~When Cabarrus County computerizes its county land records system the following requirements outlined in this section shall be implemented and enforced.~~ Upon certification of qualifying farmland and designation of real property as a VAD or EVAD district, notification shall be mailed to the applicant by first class mail.

(2) The VAD or EVAD shall be recorded in the Office of the Register of Deeds and the title to that qualifying farmland and real property, which is contained in the Cabarrus ~~County~~County Land Records System shall be changed to include a notice reasonably calculated to alert a person researching the title of a particular tract that such tract is subject to a recorded ~~located within one-half aerial mile of a~~ voluntary agricultural district easement.

(3) Pursuant to the Farm Act of 2018, the County GIS Department shall maintain a proximity notification scheme which shall consist of an overlay for all VADs and EVADs in the County; as well as an overlay for all tracts located within one-half mile of any point on any property line of any VAD or EVAD enrolled parcel as required by the Farm Act of 2021, N.C.G.S. 106-741(a) et seq. The mapping information shall be reasonably calculated to alert a person researching a particular tract that such tract is subject to a VAD or EVAD, or located within a one-half mile buffer of a VAD or EVAD.

(4) *Limit of liability.* In no event shall the ~~county~~County or any of its ~~o i cers,~~ officers, employees, members of the ~~advisory~~Advisory ~~board~~Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance ~~malfeasant~~ occurring in good faith in connection with the duties or obligations imposed by this chapter.

(5) *No cause of action.* In no event shall any cause of action arise out of the failure of a real estate agent, attorney, or person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or voluntary agricultural district as defined in this chapter pursuant to the provisions of N.C.G.S. 106-741(d).

(6) *Signage.* Signs identifying approved agricultural districts may~~shall~~ be placed along the rights-of-way of major roads that pass through or next to those districts. ~~There shall at least one sign posted~~ along every ten miles of such roads or as many as may be deemed appropriate by the ~~advisory~~Advisory ~~board~~Board, or its administrative agent for the ~~county~~County's agricultural district program. Placement of signage shall be coordinated with the N.C. Department of Transportation. Members of the districts may place signs on their individual parcels denoting approval as a VAD or EVAD.

(b) *Maps.* Maps identifying approved agricultural districts may~~shall~~ be provided to the following agencies or offices, however, the digital GIS overlays shall suffice in lieu of any other maps:

(1) Planning~~Commerce (planning)~~ department;

(2) Register of Ddeeds;

(3) Natural Rresources Cconservation Sservice;

(4) North Carolina Ccooperative Eextension; ~~service;~~

(5) Soil and Wwater Cconservation Ddistrict; and

(6) Any other such agency or office~~oice~~ the ~~advisory~~Advisory ~~board~~Board deems appropriate.

(Ord. No. 2005-20, Art. XI, 11-21-05)

~~Sec. 32-68. - Subdivision ordinance and zoning ordinance review.~~

~~Developers of major subdivisions or planned unit developments shall designate on preliminary development plans, the existence of the districts within ten aerial mile(s) of the proposed development.~~

(Ord. No. 2005-20, Art. XII, 11-21-05)

Sec. 32-69. - Waiver of water and sewer assessments.

(a) *No connection required.* A landowner belonging to the district shall not be required to connect to Water and Sewer Authority of Cabarrus ~~County~~County water and/or sewer systems.

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(b) *Abeyance.* Water and sewer assessments shall be held in abeyance, without interest, for farms in an agricultural district, until improvements on such property are connected to the water or sewer system for which the assessment was made.

(c) *Termination of abeyance.* When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.

(d) *Suspension of statute of limitations.* Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest.

(e) *Other statutory abeyance procedures.* Nothing in this section is intended to diminish the authority of the ~~county~~County to hold assessments in abeyance under G.S. 153A-201, or other applicable law.

(f) *Conflict with water and/or sewer system construction and improvements grants.* To the extent that this section conflicts with the terms of federal, ~~state~~State, or other grants under which ~~county~~County water and/or sewer systems are constructed this section shall not apply.

(Ord. No. 2005-20, Art. XIII, 11-21-05)

Sec. 32-70. - ~~County~~County land-use planning.

(a) *Duty of the ~~advisory~~Advisory ~~board~~Board.* It shall be the duty of the ~~advisory~~Advisory ~~board~~Board to advise the ~~board~~Board of ~~commissioners~~Commissioners or the agency or office to which the ~~board~~Board of ~~commissioners~~Commissioners delegate authority to oversee ~~county~~County land use planning, on the status, progress, and activities of the ~~county~~County's agricultural district program and to also coordinate the formation and maintenance of agricultural districts with the ~~county~~County's land use planning activities and the ~~county~~County's land use plan. ~~if one currently exists at the time this chapter is enacted or when one is formed.~~

(b) *Posting of notice.* The following notice, of a size and form suitable for posting, shall be posted in the office of the register of deeds, and any other ~~oice~~ office or agency the ~~advisory~~Advisory ~~board~~Board deems necessary:

> Cabarrus ~~County~~County has established agricultural districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the ~~county~~County to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying, manure spreading, machinery and truck operation, livestock operations, sawing, and other common farming activities may occur in these districts any time during the day or night. Maps and information on the location and establishment of these districts can be obtained from the Cabarrus County GIS mapping system. ~~North Carolina Cooperative Extension Service office, the oice of the register of deeds, the county planning office, or the natural resources conservation service oice.~~

(c) *Growth corridors.* At such time as the ~~county~~County might establish designated growth corridors, agricultural districts will not be permitted in the designated growth corridors, as delineated on the official ~~oicial~~ ~~county~~County planning map without the approval of the ~~board~~Board of ~~commissioners~~Commissioners. Districts located in growth corridors designated after the effective date of this program may remain, but shall not be expanded within the growth corridor area without the approval of the ~~board~~Board of ~~commissioners~~Commissioners.

(Ord. No. 2005-20, Art. XIV, 11-21-05)

Sec. 32-71. - Consultation authority.

The ~~advisory~~Advisory ~~board~~Board may consult with the North Carolina Cooperative Extension ~~Service~~, the natural resources conservation service, ~~office~~, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the ~~advisory~~Advisory ~~board~~Board deems necessary to properly conduct its business.

(Ord. No. 2005-20, Art. XV, 11-21-05)

~~Sec. 32-72. - North Carolina Agency notification.~~

~~Annually report to the North Carolina Department of Agriculture and Consumer Services.~~

~~A copy of this chapter shall be sent to the oice of the North Carolina Commissioner of Agriculture and Consumer Services, the board of commissioners, the county oice of the North Carolina Cooperative Extension Service, and the soil and water conservation district oice after adoption. At least annually the county shall submit a written report to the commissioner of agriculture and consumer services on the county's agricultural district program, including the following information:~~

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(1)~~Number of landowners enrolled;Number of acres enrolled;~~

~~(1) Number of acres certified during the reporting period;~~

~~(2) Number of acres denied during the reporting period;~~

~~(3) Number of acres for which applications are pending;~~

~~(4) Copies of any amendments to the ordinance; and~~

~~(5)~~(1) ~~Any other information the advisory board deems useful.~~

(Ord. No. 2005-20, Art. XVI, 11-21-05)

Sec. 32-73. ~~–~~ Legal Provisions.~~Conflict with other ordinances and statutes.~~

Whenever the provisions of this chapter conflict with other ~~ordinance~~Ordinances of the ~~county~~County, this ~~ordinance~~Ordinance shall govern. Whenever the provisions of any federal or ~~state~~State statute require more restrictive provisions than are required by this chapter, the provisions of such statute shall govern. If any article, section, subsection, clause, phrase or portion of this Ordinance is for any reason found to be invalid or unconstitutional by any court of competent jurisdiction, such invalid language shall be deemed stricken in the strictest sense necessary and such decision shall not affect the remaining language and provisions of this Ordinance. This Ordinance may be amended from time to time by the Board of Commissioners in their sole discretion. A copy of this Ordinance following adoption and any changes shall be filed with the Commissioner of the N.C. Department of Agriculture.

~~(Ord. No. 2005-20, Art. XVII(B), 11-21-05)~~

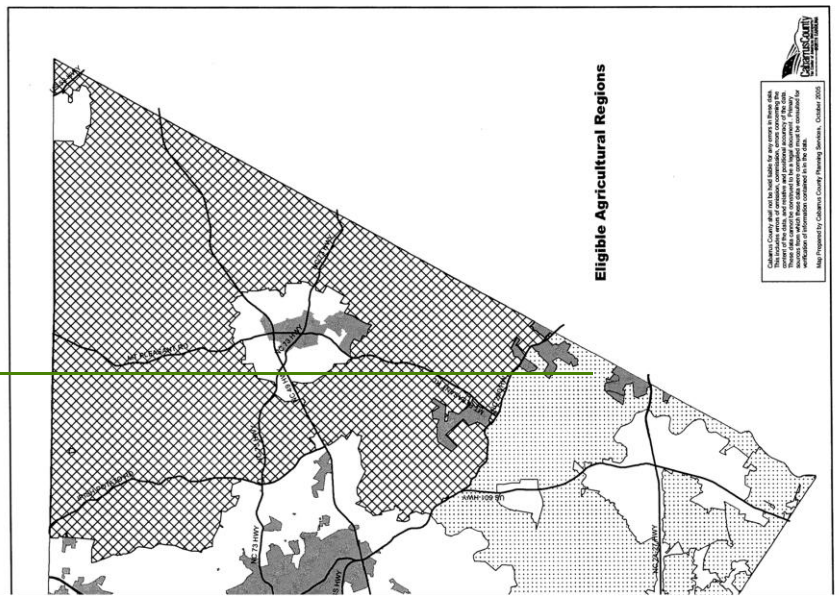
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Chapter 32 - FARMLAND PRESERVATION ARTICLE I. - IN GENERAL

Sec. 32-1. - Title.

An Ordinance of the Board of County Commissioners of Cabarrus County, North Carolina, entitled, "Voluntary Agricultural District Ordinance" and "The Enhanced Voluntary Agricultural District Ordinance."

(Ord. No. 2005-20, Art. I, 11-21-05)

Sec. 32-2. - Authority.

The articles and sections of this chapter are adopted pursuant to authority conferred by the G.S. 106-735 through 106-744 and Chapter 153A.

(Ord. No. 2005-20, Art. II, 11-21-05)

Sec. 32-3. - Purpose.

All references to "agriculture" herein shall include the definitions and examples of agriculture enumerated in N.C.G.S. 106-581.1, as required by the Farm Act of 2021.

The purpose of this chapter is to promote agricultural values and the general welfare of the County and more specifically, increase identity and pride in the agricultural community and its way of life; encourage the economic and financial health of agriculture, horticulture and forestry; decrease the likelihood of legal disputes such as nuisance actions between farm owners and their neighbors; and increase protection from non-farm development and other negative impacts on properly managed farms.

Voluntary Agricultural District or VAD. This Ordinance establishes a Voluntary Agricultural District program which provides the following benefits: preserves and maintains agricultural areas in the County; informs non-farming neighbors and potential land purchasers that the participating farm may emit noise, dust and smells which may avoid conflicts between neighbors and potential nuisance claims; gives the farming community an enhanced voice in Cabarrus County Commissioners' decisions affecting farmland; and conserves open space and natural resources as the County's population and development expands.

Enhanced Voluntary Agricultural District or EVAD. In addition to the benefits of the Voluntary Agricultural District, the enhanced voluntary agricultural district Ordinance creates a district that will provide greater benefits to farmers than the current program. Participating farms will be allowed to receive up to 25 percent of their gross sales from non-farm products and still qualify for agricultural zoning exemptions and be eligible for a higher percentage of cost-share program funding and have priority for other State grant programs.

(Ord. No. 2005-20, Art. III, 11-21-05)

Sec. 32-4. - Definitions.

The following are defined for purposes of this chapter:

Advisory Board: Cabarrus County Agricultural Advisory Board.

Chairperson: Chairperson of the Cabarrus County Agricultural Advisory Board.

District: Voluntary Agricultural District or Enhanced Voluntary Agricultural District as established by this chapter.

Board of Commissioners: Cabarrus County Board of Commissioners.

Nonfarm Use: Any use of land that does not qualify as a bona fide farm use, other than single family residential uses as allowed under N.C.G.S. 106-737(4).

Conservation Agreement: A ten (10) year revocable agreement (if a VAD or Voluntary Ag District) or irrevocable agreement (if an EVAD or enhanced Voluntary Ag District) signed by the landowner and recorded in the Office of the Register of Deeds committing to keep land in agricultural, horticultural or forestry use as described in N.C.G.S. 131-35.

(Ord. No. 2005-20, Art. IV, 11-21-05)

Secs. 32-5—32-20. - Reserved.

ARTICLE II. - AGRICULTURAL ADVISORY BOARD

Sec. 32-21. - Creation.

The Board of Commissioners shall establish an agricultural Advisory Board to implement the provisions of this program. The membership of the Advisory Board shall be chosen to provide the broadest possible representation of the geographical regions of the County and to the extent possible, represent a cross section of the segments of agricultural, horticultural and forestry production existing within the County as required by N.C.G.S. 106-739(b), the Farm Act of 2021. (Ord. No. 2005-20, Art. V(A), 11-21-05)

Sec. 32-22. - Membership.

The Advisory Board shall consist of no less than seven voting members appointed by the Board of Commissioners. The Board of Commissioners may appoint additional voting members, but the Advisory Board shall consist of an odd number of members. (Ord. No. 2005-20, Art. V(B), 11-21-05)

Sec. 32-23. - Membership requirements.

(a) Each Advisory Board member shall be a Cabarrus County resident or landowner.

(b) A majority of the voting members shall be actively engaged in agriculture as required by the Farm Act of 2021 and as the term is defined in N.C.G.S. 106-581.1.

(c) At least one of the Advisory Board members shall be nominated by the Cabarrus County Soil and Water Conservation District Board of Supervisors.

(d) The members shall be selected for appointment by the Board of Commissioners from the names of individuals submitted to the Board of Commissioners by the Cabarrus County Soil and Water Conservation District Board of Supervisors, the Cabarrus County Cattlemen's Association, the County office of the North Carolina Cooperative Extension Service, St. John's Grange, Piedmont Farmer's Market, Cabarrus County Farm Bureau, the Natural Resource Conservation Service, the U.S. Farm Service Agency County Committee, nonprofit agricultural organizations, conservation organizations, agribusiness, and the public at large.

(e) The Planning and Zoning Commission eastern area representative will hold an ex-officio seat on the Agricultural Advisory Board. Additional members may be appointed to the Board in an ex-officio capacity from the Soil and Water Conservation District Board of Supervisors, the County office of the North Carolina Cooperative Extension, the U.S. Farm Service Agency, as deemed necessary or prudent by the Board of Commissioners. Members serving in an ex-officio capacity shall neither vote nor count towards quorum requirements.
(Ord. No. 2005-20, Art. V(C), 11-21-05)

Sec. 32-24. - Tenure.

The initial Board is to consist of two appointees for terms of one year; two appointees for terms of two years; and three appointees for terms of three years. Thereafter, all appointments are to be for terms of three years, with reappointment permitted.
(Ord. No. 2005-20, Art. V(D), 11-21-05)

Sec. 32-25. - Vacancies.

Any vacancy on the Advisory Board is to be filled by the Board of Commissioners for the remainder of the unexpired term. (Ord. No. 2005-20, Art. V(E), 11-21-05)

Sec. 32-26. - Removal.

Any member of the Advisory Board may be removed by the Board of Commissioners upon a three-fifths vote of the Commissioners. No cause for removal shall be required. Appropriate conduct by Advisory Board members will be required.
(Ord. No. 2005-20, Art. V(F), 11-21-05)

Sec. 32-27. - Funding.

The per diem compensation, if any, of the members of the Advisory Board may be fixed by the Board of Commissioners and funds may be appropriated to the Advisory Board to perform its duties.

(Ord. No. 2005-20, Art. V(G), 11-21-05)

Sec. 32-28. - Advisory Board procedure.

(a) *Chairperson.* The Advisory Board shall elect a chairperson and vice-chairperson each year at its first meeting of the fiscal year. The chairperson shall preside over all regular or special meetings of the Advisory Board. In the absence or disability of the chairperson, the vice-chairperson shall preside and shall exercise all the powers of the chairperson. Additional officers may be elected as needed.

(b) *Jurisdiction.* The Advisory Board may adopt rules of procedure not inconsistent with this Ordinance or with other provisions of State law.

(c) *Advisory Board year.* The Advisory Board shall use the calendar year as its meeting year.

(d) *Meetings.* Meetings of the Advisory Board shall be held at the call of the chairperson and at such other times as the Advisory Board in its rules of procedure or upon the request of at least a majority of the Advisory Board voting membership. A meeting shall be held at least annually and notice of any meetings to the members shall be in writing, unless otherwise agreed to by all Advisory Board members. Meeting dates and times shall be posted as far in advance as possible by all means of public dissemination required by N.C.G.S. 143-318.12: A schedule of regular meetings shall be kept on file with the Clerk or Secretary to the Advisory Board. If there are any deviations from the regular schedule, the revised schedule to be filed with the Clerk or Secretary at least seven calendar days before the day of the first meeting held pursuant to the revised schedule. If the Advisory Board holds an official meeting at any time or place other than a time or place shown on the schedule, it shall give public notice of the time and place of that meeting as provided below:

(1) If a public body recesses a regular, special, or emergency meeting held pursuant to public notice given in compliance with this subsection, and the time and place at which the meeting is to be continued is announced in open session, no further notice shall be required.

(2) For any other meeting, except an emergency meeting, the public body shall cause written notice of the meeting stating its purpose (i) to be posted on the principal bulletin board of the public body or, if the public body has no such bulletin board, at the door of its usual meeting room, and (ii) to be mailed, e-mailed, or delivered to each newspaper, wire service, radio station, and television station that has filed a written request for notice with the clerk or secretary of the public body or with some other person designated by the public body. The public body shall also cause notice to be mailed, e-mailed, or delivered to any person, in addition to the representatives of the media listed above, who has filed a written request with the clerk, secretary, or other person designated by the public body. This notice shall be posted and mailed, e-mailed, or delivered at least 48 hours before the time of the meeting. The notice required to be posted on the principal bulletin board or at the door of its usual meeting room shall be posted on the door of the building or on the building in an area accessible to the public if the building containing the principal bulletin board or usual meeting room is closed to the public continuously for 48 hours before the time of the meeting. The public body may require each newspaper, wire service, radio station, and television station submitting a written request for notice to renew the request annually. The public body shall charge a fee to persons other than the media, who request notice, of ten dollars ($10.00) per calendar year, and may require them to renew their requests quarterly. No fee shall be charged for notices sent by e-mail.

(3) For an emergency meeting, the public body shall cause notice of the meeting to be given to each local newspaper, local wire service, local radio station, and local television station that has filed a written request, which includes the newspapers, wire services, or station's telephone number, for emergency notice with the clerk or secretary of the public body. This notice shall be given either by e-mail, by telephone, or by the same method used to notify the members of the public body and shall be given immediately after notice has been given to those members. This notice shall be given at the expense of the party notified. Only business connected with the emergency may be considered at a meeting to which notice is given pursuant to this paragraph.

(4) If a public body has a Web site and has established a schedule of regular meetings, the public body shall post the schedule of regular meetings to the Web site.

(5) If a public body has a Web site that one or more of its employees maintains, the public body shall post notice of any meeting held under subdivisions (b)(1) and (b)(2) of this section prior to the scheduled time of that meeting.

(e) All meetings shall be open to the public and follow the Open Meetings Laws. The Cabarrus County Commissioners have the right to call a meeting of the agricultural Advisory Board at any time and for any reason. Meetings shall be held at the North Carolina Cooperative Extension Cabarrus County Center, or the Chambers of the Cabarrus County Commissioners at the Government Center if the North Carolina Cooperative Extension Cabarrus County Center is not available for any reason.

(f) *Majority vote.* All issues shall be decided by a majority vote of the voting members of the Advisory Board, except as otherwise Stated herein. A quorum shall be present for any vote to be taken, defined as a majority of the voting members.

(g) *Records.* The Advisory Board shall keep minutes of the proceedings showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be filed in the office of the Advisory Board, and shall be a public record.

(h) *Administrative.* The Advisory Board may contract with the North Carolina Cooperative Extension Cabarrus County Center to serve the Board for record keeping, correspondence, application procedures under this chapter, and whatever services the Board needs to complete its duties.

(Ord. No. 2005-20, Art. V(H), 11-21-05; Ord. No. 2006-10, 6-19-06)

Sec. 32-29. - Duties.

The Advisory Board shall:

(1) Review and approve or disapprove applications of landowners for enrollment of qualified farmland, horticultural land or forestland into the voluntary agricultural districts or enhanced voluntary agricultural districts and make recommendations concerning the establishment and modification of these agricultural districts. By approval of this Ordinance, the County Board of Commissioners has delegated authority to the Advisory Board pursuant to N.C.G.S. 106-739(1) to enroll qualifying farms into agricultural districts as authorized by the Farm Act of 2021;

(2) Conduct public hearings;

(3) Advise the Board of Commissioners on projects, programs, or issues affecting the agricultural economy or activities within the County that will affect agricultural districts;

(4) Review and make recommendations concerning proposed amendments to this Chapter;

(5) Develop a draft County wide farmland protection plan as defined in N.C.G.S. § 106-744(e)(1) for presentation to the Board of Commissioners;

(6) Study additional methods of farmland preservation and make recommendations to the Board of Commissioners;

(7) Perform other agricultural related tasks or duties identified by the Advisory Board, or assigned by the Board of Commissioners; and

(8) Execute agreements with landowners necessary for the enrollment of land in a voluntary agriculture district as authorized by N.C.G.S. 106-739(1a), the Farm Act of 2021.

(Ord. No. 2005-20, Art. V(I), 11-21-05)

Secs. 32-30—32-40. - Reserved.

ARTICLE III. - CREATION OF VOLUNTARY AGRICULTURAL DISTRICTS

Sec. 32-41. - Regions.

Cabarrus County is hereby divided into three regions as defined below. The general boundaries of these Districts shall be determined by the Advisory Board based upon input by the North Carolina Cooperative Extension Cabarrus County Center staff, and mapped by the County GIS staff:

(1) Northwest Cabarrus;
(2) East Cabarrus;
(3) South Cabarrus.

(Ord. No. 2005-20, Art. VI(A), 11-21-05)

Sec. 32-42. - Implementation. In order to implement the purposes stated in Section 32-3, this program provides for the creation of voluntary agricultural districts (hereinafter a VAD) or enhanced voluntary agricultural districts (hereinafter an EVAD) which meet the following standards as required to be set forth by N.C.G.S. 106-738(5):

(1) The district shall contain a minimum of 20 contiguous acres of qualified farmland; or

(2) The district shall contain two or more qualified farms that are located within one mile of each other as measured at any point in their boundaries, and together contain a minimum of 20 contiguous acres of qualified farmland .

All land enrolled in a region, defined in Section 32-41, above, shall be part of a single district. If a single farm has acreage in two or more regions, the farm shall participate in the district where the largest acreage is found.

Landowner(s) requesting inclusion in a VAD or EVAD shall execute a conservation agreement with the County to sustain agriculture in the VAD in accordance with this ordinance. Said agreements shall be in a form which is reviewed and approved by the Advisory Board, and shall be recorded in the Office of the Register of Deeds for Cabarrus County, N.C.

If a VAD or EVAD application covers a parcel which lies in more than one County, then the landowner shall apply for inclusion in the VAD or EVAD program of the other County or Counties, if they offer a VAD or EVAD program. If the parcel is accepted into VAD or EVAD programs in multiple counties, then the conservation easement documents for each program shall be recorded in each County. If the other County or Counties do not offer a VAD or EVAD program, or if the application is not granted in all Counties in which the parcel lies, then the VAD or EVAD conservation easement document(s) granted shall be recorded in the granting County.

(Ord. No. 2005-20, Art. VI(B), 11-21-05)

Sec. 32-43. - Education.

The County may take such action as it deems appropriate through the Advisory Board or other entities or individuals to encourage the formation of the districts and to further their purposes and objectives, including the implementation of a public information program to reasonably inform landowners of the agricultural district program. The County may contract with the North Carolina Cooperative Extension to serve as the educational advisor and organization charged with delivering this educational program.
(Ord. No. 2005-20, Art. VI(C), 11-21-05)

Sec. 32-44. - Addition and withdrawal.

(a) Qualifying farmland in a region with an existing district shall be added to the district as herein provided.

(b) In the event that one or more participants in the district withdraw and the acreage in the district becomes less than the minimum acreage required or results in the remaining land being noncontiguous, a voluntary agricultural district will continue to exist so long as there is one qualifying farm.

(c) EVAD conservation agreements between Cabarrus County Government and the agricultural producer cannot be revoked for at least ten years, shall be appurtenant to, and run with the land.

(d) The County, the Advisory Board, North Carolina Cooperative Extension Cabarrus County Center staff, and the County GIS mapping staff shall endeavor to map all VADs and EVADs in the County to the extent possible so that they may be maintained and searched by the County, the Advisory Board, the North Carolina Cooperative Extension Cabarrus County Center staff, and the public.
(Ord. No. 2005-20, Art. VI(D), 11-21-05)

Secs. 32-45—32-60. - Reserved.

ARTICLE IV. - PROCEDURES; HEARINGS; NOTIFICATION

Sec. 32-61. - Certification and qualification of farmland.

In order for farmland to qualify for inclusion into the voluntary agricultural district or the enhanced voluntary agricultural district, it must be real property that:

(1) Is used for bona fide farm purposes as defined in N.C.G.S. 106-743.4(a) and N.C.G.S. 160D-903 as required by the Farm Act of 2021, N.C.G.S. 106-737(1);
(2) Be the subject of a conservation agreement as defined in N.C.G.S. 121-35, between the County and the owner of such land that prohibits non-farm use or development of such land for a period of at least ten years, except for the creation of not more than three lots that meet applicable County zoning and subdivision regulations. The form of the conservation agreement shall be approved by the Advisory Board;

(Ord. No. 2005-20, Art. VII, 11-21-05; Ord. No. 2016-04, 3-21-16)

Sec. 32-62. - Application procedure.

A landowner may apply to participate in either program by making application to the chairperson of the Advisory Board or a designated staff person at the North Carolina Cooperative Extension Cabarrus County Center . The application shall be on forms approved by and provided by the Advisory Board. The application to participate in a district may be filed with the certification for qualifying farmland. The proposed easement may be signed by the Applicant at the time of the initial application, so the Applicant does have to return to the Ag Extension office if the Application is granted. If the application is denied, then the proposed easement shall disregarded as surplusage.

Sec. 32-63. - Approval process.

(a) Upon submission of an application to the Advisory Board, the County Extension staff shall forward copies in a timely manner to all voting and ex-officio members of the Advisory Board for their consideration.

(b) The Advisory Board shall meet within 90 days of the submission of the application to approve or disapprove the application. The chairperson shall notify the applicant by first class mail of approval or disapproval of participation in the district within 15 days of the decision.

(c) Upon approval, the applicable Easement document shall be recorded and distributed to the Applicant and Land Records for addition to the mapping of all VADs and EVADs in the County.

(Ord. No. 2005-20, Art. VIII(B), 11-21-05)

Sec. 32-64. - Appeal.

If an application is denied by the Advisory Board, the petitioner shall have 60 days to appeal the decision to the Board of Commissioners. Such appeal shall be presented in writing to the Board of Commissioners Clerk. The Board of Commissioners shall consider the appeal within 60 days of the appeal being filed with the Clerk. The Advisory Board may, but is not required to, present written or oral testimony to the Board of Commissioners as to their reasoning for denying the application. The decision of the Board of Commissioners is final.

(Ord. No. 2005-20, Art. VIII(C), 11-21-05)

Sec. 32-65. - Revocation and renewal of preservation agreement.

(a) *Revocation.* By providing 30 days advance written notice to the Advisory Board, a landowner of qualifying farmland in a VAD may revoke the preservation agreement or the Advisory Board may revoke the same preservation agreement based on noncompliance by the landowner, subject to the same provisions as contained in Section 32-64 for appeal of denials. Such revocation shall result in loss of qualifying farm status and loss of eligibility to participate in a district. Absent noncompliance by the landowner, neither the Advisory Board nor the Board of Commissioners shall revoke any preservation agreements prior to its expiration. EVAD agreements may not be revoked but renewal after the initial ten year period may be declined or denied as stated in (b), below.

In the event of the original applicant's death, or the death of the last surviving applicant if there were multiple applicants / landowners, any surviving heirs have the same 30 days advance written notice consideration for removal from a VAD preservation agreement as stated above. Said notice shall be provided within 12 months of the date of death. The heir or heirs making such application shall verify under oath that they have served all other heirs to the property with the written notice for consideration for removal. North Carolina Cooperative Extension Cabarrus County Center staff shall send a request for comment on the removal request to all known heirs. In the event that one or more heirs object to the property being removed from a VAD, then the request for removal shall be denied.

(b) *Renewal.* Properties entered into the voluntary agricultural district or the enhanced voluntary agricultural district shall be deemed automatically renewed for an additional term of ten years on July 1 of the tenth anniversary year, unless either the Advisory Board or the landowner gives written notice of the intention to deny or decline renewal no later than 30 days prior to the termination date. Notification of automatic renewal will be sent to qualifying land owners a minimum of 60 days prior to the renewal date.

(Ord. No. 2005-20, Art. IX, 11-21-05; Ord. No. 2016-04, 3-21-16)

Sec. 32-66. - Public hearings.

(a) *Purpose.* N.C.G.S. 106-740 provides that no State or local public agency or governmental unit may formally initiate any action to condemn any interest in qualifying farmland within a VAD or EVAD district until such agency or unit has requested the Advisory Board to hold a public hearing on the proposed condemnation.

(b) *Procedure.*

(1) Upon receiving a request, the Advisory Board shall publish notice electronically and by any other appropriate means they deem necessary Cabarrus County within ten calendar days of the request, and will in the same notice notify the public of a public hearing on the proposed condemnation, to be held within thirty calendar days of receipt of the request.

(2) The Advisory Board shall meet to review:

a. Whether the need for the project has been satisfactorily established by the agency or unit of government involved, including a review of any fiscal impact analysis conducted by the agency involved; and

b. Whether there are alternatives to the proposed action that have less impact and are less disruptive to the agricultural activities of the district within which the proposed action is to take place.

(3) The Advisory Board shall consult with the County agricultural extension agent, the natural resources conservation service district conservationist, and any other individuals, agencies, or organizations deemed by the Advisory Board to be necessary for its review of the proposed action.

(4) Within ten calendar days after the hearing, the Advisory Board shall make a written report containing its findings and recommendations regarding the proposed action. The report shall be made available to the public and to the decision- making body of the agency proposing the acquisition.

(5) There will be a period of ten days allowed for public comment on the report of the Advisory Board.

(6) After the ten day period for public comment has expired, the Advisory Board shall submit a final report containing all of its findings and recommendations regarding the proposed action to the decision making body of the agency proposing the acquisition.

(7) The total time period, from the day that a request for a hearing has been received to the day that a final report is issued to the decision making body of the agency proposing the acquisition, shall not exceed 30 days. If the agency agrees to an extension, the agency and the Advisory Board shall mutually agree upon a schedule to be set forth in writing and made available to the public.

(8) Pursuant to G.S. 106-740, no formal initiation of condemnation by any government agencies may occur while the proposed condemnation is properly before the Advisory Board.

(9) This section does not apply to eminent domain proceedings initiated by a public utility pursuant to N.C.G.S. 40A-19.

(Ord. No. 2005-20, Art. X, 11-21-05)

Sec. 32-67. - Notification.

(a) *Record notice of proximity to voluntary agricultural district.*

(1) *Procedure.* Upon certification of qualifying farmland and designation of real property as a VAD or EVAD district, notification shall be mailed to the applicant by first class mail.

(2) The VAD or EVAD shall be recorded in the Office of the Register of Deeds and the title to that qualifying farmland and real property, which is contained in the Cabarrus County Land Records System shall be changed to include a notice reasonably calculated to alert a person researching the title of a particular tract that such tract is subject to a recorded voluntary agricultural district easement

(3) Pursuant to the Farm Act of 2018, the County GIS Department shall maintain a proximity notification scheme which shall consist of an overlay for all VADs and EVADs in the County; as well as an overlay for all tracts located within one-half mile of any point on any property line of any VAD or EVAD enrolled parcel as required by the Farm Act of 2021, N.C.G.S. 106-741(a) et seq. The mapping information shall be reasonably calculated to alert a person researching a particular tract that such tract is subject to a VAD or EVAD, or located within a one-half mile buffer of a VAD or EVAD.

(4) *Limit of liability.* In no event shall the County or any of its officers, employees, members of the Advisory Board, or agents be held liable in damages for any misfeasance, malfeasance, or nonfeasance occurring in good faith in connection with the duties or obligations imposed by this chapter.

(5) *No cause of action.* In no event shall any cause of action arise out of the failure of a real estate agent, attorney, or person researching the title of a particular tract to report to any person the proximity of the tract to a qualifying farm or voluntary agricultural district as defined in this chapter pursuant to the provisions of N.C.G.S. 106-741(d).

(6) *Signage.* Signs identifying approved agricultural districts may be placed along the rights-of-way of major roads that pass through or next to those districts along every ten miles of such roads or as many as may be deemed appropriate by the Advisory Board, or its administrative agent for the County's agricultural district program. Placement of signage shall be coordinated with the N.C. Department of Transportation. Members of the districts may place signs on their individual parcels denoting approval as a VAD or EVAD.

(b) *Maps.* Maps identifying approved agricultural districts may be provided to the following agencies or offices, however, the digital GIS overlays shall suffice in lieu of any other maps:

(1) Planning Department;
(2) Register of Deeds;
(3) Natural Resources Conservation Service;
(4) North Carolina Cooperative Extension;
(5) Soil and Water Conservation District; and
(6) Any other such agency or office the Advisory Board deems appropriate.

(Ord. No. 2005-20, Art. XI, 11-21-05)
(Ord. No. 2005-20, Art. XII, 11-21-05)

Sec. 32-69. - Waiver of water and sewer assessments.

(a) *No connection required.* A landowner belonging to the district shall not be required to connect to Water and Sewer Authority of Cabarrus County water and/or sewer systems.

(b) *Abeyance.* Water and sewer assessments shall be held in abeyance, without interest, for farms in an agricultural district, until improvements on such property are connected to the water or sewer system for which the assessment was made.

(c) *Termination of abeyance.* When the period of abeyance ends, the assessment is payable in accordance with the terms set out in the assessment resolution.

(d) *Suspension of statute of limitations.* Statutes of limitations are suspended during the time that any assessment is held in abeyance without interest.

(e) *Other statutory abeyance procedures.* Nothing in this section is intended to diminish the authority of the County to hold assessments in abeyance under G.S. 153A-201, or other applicable law.

(f) *Conflict with water and/or sewer system construction and improvements grants.* To the extent that this section conflicts with the terms of federal, State, or other grants under which County water and/or sewer systems are constructed this section shall not apply.

(Ord. No. 2005-20, Art. XIII, 11-21-05)

Sec. 32-70. - County land-use planning.

(a) *Duty of the Advisory Board.* It shall be the duty of the Advisory Board to advise the Board of Commissioners or the agency or office to which the Board of Commissioners delegate authority to oversee County land use planning, on the status, progress, and activities of the County's agricultural district program and to also coordinate the formation and maintenance of agricultural districts with the County's land use planning activities and the County's land use plan.

(b) *Posting of notice.* The following notice, of a size and form suitable for posting, shall be posted in the office of the register of deeds, and any other office or agency the Advisory Board deems necessary:

"Cabarrus County has established agricultural districts to protect and preserve agricultural lands and activities. These districts have been developed and mapped by the County to inform all purchasers of real property that certain agricultural and forestry activities, including but not limited to pesticide spraying, manure spreading, machinery and truck operation, livestock operations, sawing, and other common farming activities may occur in these districts any time during the day or night. Maps and information on the location and establishment of these districts can be obtained from the Cabarrus County GIS mapping system."

(c) *Growth corridors.* At such time as the County might establish designated growth corridors, agricultural districts will not be permitted in the designated growth corridors, as delineated on the official County planning map without the approval of the Board of Commissioners. Districts located in growth corridors designated after the effective date of this program may remain but shall not be expanded within the growth corridor area without the approval of the Board of Commissioners.

(Ord. No. 2005-20, Art. XIV, 11-21-05)

Sec. 32-71. - Consultation authority.

The Advisory Board may consult with the North Carolina Cooperative Extension, the Natural Resources Conservation Service, the North Carolina Department of Agriculture and Consumer Services, and with any other individual, agency, or organization the Advisory Board deems necessary to properly conduct its business.

(Ord. No. 2005-20, Art. XV, 11-21-05)

(Ord. No. 2005-20, Art. XVI, 11-21-05)

Sec. 32-73. - Legal Provisions.

Whenever the provisions of this chapter conflict with other Ordinances of the County, this Ordinance shall govern. Whenever the provisions of any federal or State statute require more restrictive provisions than are required by this chapter, the provisions of such statute shall govern. If any article, section, subsection, clause, phrase or portion of this Ordinance is for any reason found to be invalid or unconstitutional by any court of competent jurisdiction, such invalid language shall be deemed stricken in the strictest sense necessary and such decision shall not affect the remaining language and provisions of this Ordinance. This Ordinance may be amended from time to time by the Board of Commissioners in their sole discretion. A copy of this Ordinance following adoption and any changes shall be filed with the Commissioner of the N.C. Department of Agriculture.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
County Manager - Burg Church Property

BRIEF SUMMARY:
Cabarrus County agreed to a 5-year lease to own agreement with the Burg Church in July of 2024. The church has begun development plans and is in need of a rezoning. Technically, Cabarrus County is still the property owner and must sign off on the application. The proposal is being run by the school board as well. Additionally, the Burg Church has also requested an additional parcel of land be added to lease agreement. The school board has agreed to the lease amendment and the disposal of the property.

REQUESTED ACTION:
Recommended Motion:

Motion to authorize the Interim County Manager to execute the revised lease to own agreement to reflect the additional property and costs, the necessary rezoning application documents and any other necessary documents upon review and any revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Kelly Sifford, AICP
Interim County Manager

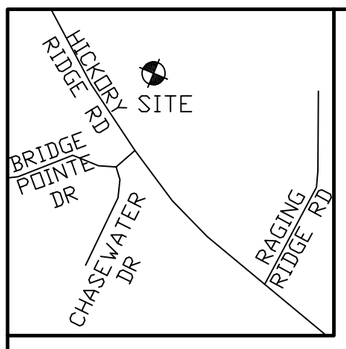
BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Metes and Bounds Map
- 2025 Estimated Tax Value



VICINITY MAP N.T.S.

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I _____ , REVIEW OFFICER
OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

_____
REVIEW OFFICER DATE

FLOOD NOTE

THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM
FLOOD INSURANCE RATE MAP
COMMUNITY MAP NUMBER 3710550700K
EFFECTIVE DATE: NOV. 16, 2018

NOTES:
1. TRAVERSE ADJUSTED BY COMPASS RULE.
2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCE ARE HORIZONTAL GROUND DISTANCE.
4. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAY EITHER RECORDED OR IMPLIED.
5. ALL SIP ARE #4 REBAR UNLESS NOTED OTHERWISE
6. FLOODPLAIN AND FLOODWAY IS SCALED FROM MAP. NOT FIELD LOCATED

REFERENCES:
1. MAPS AND DEEDS SHOWN ON THIS PLAT
2. CABARRUS COUNTY ONLINE GIS

SURVEYORS NOTES:
ZONED: HARRISBURG; OI
FRONT SETBACK= 10'
REAR SETBACK= 8'
SIDE SETBACK= 8'

LEGEND

- BOUNDARY LINE
- TIE LINE
- SET BACK
- EXISTING IRON
- SET IRON PIN
- MONUMENT
- NPS = NO POINTS SET
- AGS = ABOVE GROUND SURFACE
- BGS = BELOW GROUND SURFACE
- FGS = FLUSH WITH GROUND SURFACE
- R/W = RIGHT-OF-WAY
- MNF = MAG NAIL FOUND
- MNS = MAG NAIL SET
- CL = CENTERLINE
- C/O = CLEANOUT
- UTLITY POLE
- COMPUTED POINT
- UTILITY PEDESTAL
- POWER BOX
- GAS VALVE
- WATER METER
- FIRE HYDRANT
- SS MANHOLE
- WATER VALVE

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.47	N06°43'20"E
L2	41.81	S33°10'24"E
L3	31.90	S32°49'08"E
L4	20.46	S53°18'29"E
L5	30.00	S11°25'25"W
L6	60.00	N06°43'20"E
L7	132.00	S70°49'27"E
L8	48.75	S05°09'22"E
L9	64.63	N43°08'25"W
L10	87.44	N42°29'50"W
L11	45.58	N42°39'06"W
L12	65.36	N43°08'25"W

EXEMPT PLAT CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS NOT SUBJECT TO THE TOWN OF HARRISBURG SUBDIVISION REGULATIONS AND IS APPROVED FOR RECORDATION

_____
DATE DIRECTOR OF PLANNING

CERTIFICATE OF APPROVAL BY THE SUBDIVISION ADMINISTRATOR:

I, _____, SUBDIVISION ADMINISTRATOR OF CABARRUS COUNTY HEREBY APPROVE THE FINAL PLAT OF THE SUBDIVISION ENTITLED BURG CHURCH ON THE_____ DAY OF_____ MONTH, OF THE YEAR.

_____
SUBDIVISION ADMINISTRATOR

*APPROVAL BY THE SUBDIVISION ADMINISTRATOR IS CONDITIONED UPON THE PLAT BEING REGISTERED IN THE OFFICE OF THE REGISTER OF DEEDS WITHIN THIRTY (30) DAYS OF SUCH APPROVAL AND RECEIPT OF RECORD PRESENTED TO THE PLANNING DEPARTMENT,

LEGAL DESCRIPTION

LYING AND BEING IN THE NUMBER 1 TOWNSHIP, CABARRUS COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET #4 REBAR IN THE COMMON LINE OF THE BURG CHURCH PROPERTY AND CABARRUS COUNTY PROPERTY, MORE COMMONLY KNOWN AS HICKORY RIDGE MIDDLE SCHOOL. SAID #4 REBAR BEING N06°43'20"E 144.61' FEET FROM AN EXISTING #5 REBAR ABOVE GROUND SURFACE AND HAVING NC GRID COORDINATES OF N: 571,596.5234, E: 1,509,411.4489. THENCE FROM SAID BEGINNING POINT S41°36'20"E 394.70' FEET TO A SET #4 REBAR. THENCE S05°09'22"E 197.82' FEET TO A SET #4 REBAR. THENCE S05°09'22"E 48.75' FEET TO A COMPUTED POINT IN THE CENTER OF HICKORY RIDGE RD. THENCE N43°08'25"W 64.63' FEET TO A COMPUTED POINT. THENCE N42°41'05"W 128.76' FEET TO A COMPUTED POINT. THENCE N42°29'50"W 87.44' FEET TO A COMPUTED POINT. THENCE N42°39'06"W 45.58' FEET TO A COMPUTED POINT. THENCE N41°36'20"W 130.64' FEET TO A COMPUTED POINT. THENCE LEAVING HICKORY RIDGE RD N06°43'20"E 60.00' FEET TO AN EXISTING #5 REBAR ABOVE GROUND SURFACE. THENCE N06°43'20"E 144.61' FEET BACK TO THE POINT OF BEGINNING AND CONTAINING 1.49 ACRES.

PURPOSE OF SURVEY: TO DIVIDE 1.49 ACRES FROM WESTERN PORTION OF DB:8757 PG:315 AND RECOMBINE IT WITH DB:16798 PG:24 TO CREATE 1 TOTAL TRACT

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISHED MINIMUM BUILDING LINES, AND DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO THE PUBLIC USE EXCEPT AS NOTED. FURTHER, I (WE) CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF CABARRUS COUNTY.

_____
PROPERTY OWNER DATE

_____
PROPERTY OWNER DATE

I DOUGLAS S. PRESSLEY JR., CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEEDS AS SHOWN): THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES WAS 1:10,000+; THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AS SHOWN; THAT THE ANGULAR ERROR OF CLOSURE WAS 05" PER TURN; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED:

- ☐ THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- ☐ THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
- ☐ THIS SURVEY IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.
- ■ THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT- ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 1st DAY OF OCTOBER, 2025

PRELIMINARY PLAT

PROFESSIONAL LAND SURVEYOR L-3488

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

DIVISION AND RECOMBINATION SURVEY FOR:
THE BURG CHURCH

LOCATED IN THE #1 TOWNSHIP, CABARRUS COUNTY NC

CURRENT OWNERSHIP:
THE BURG CHURCH
PIN# 55079129130000
DB:16798 PG:24

SITE ADDRESS:
7155 HICKORY RIDGE RD
HARRISBURG NC 28075

CURRENT OWNERSHIP:
CABARRUS COUNTY
PIN# 55170152360000
DB:8757 PG:315

SITE ADDRESS:
7336 RAGING RIDGE RD
HARRISBURG NC 28075

PREPARED BY:
SOUTH POINT SURVEYING PLLC
1011 NORTH MAIN ST OAKBORO, NC 28129
(704) 622-3626
DATE: OCTOBER 1, 2025
SCALE: 1"=60'

PAGES	DRAWN BY	REVISION#
1 OF 1	MBO	

CABARRUS COUNTY **Parcel ID: 5517 01 5236 0000**

7336 RAGING RIDGE RD HARRISBURG
NC 28075
1108325 NN: 11 - CORRECTION IN ASSESSMENT
COUNTY TAX (100), HARRISBURG CITY TAX (100)
Reval Year: 2024 Tax Year: 2026 NE SIDE HICKORY RIDGE RD
Appraised By LR on 01/11/2023 50010 HARRISBURG

PLAT: 00000/00000 UNIQ ID SPLIT FROM ID
ID NO: 01017 0010.700000
CARD NO. 1 of 1
63.8100 AC
TW-01 CI-01 FR-00 **EX-2** AT- LAST ACTION 20251021
SRC= Estimated

CONSTRUCTION DETAIL	
TOTAL POINT VALUE	0
BUILDING ADJUSTMENTS	
TOTAL ADJUSTMENT FACTOR	0
TOTAL QUALITY INDEX	0

MARKET VALUE							
USE	**MOD**	**Eff. Area**	**QUAL**	**BASE RATE**	**RCN**	**EYB**	**AYB**
83	00						

SCHOOL - PUBLIC
STYLE:

DEPRECIATION	
	NORM
% GOOD	

CORRELATION OF VALUE	
CREDENCE TO	MARKET
DEPR. BUILDING VALUE - CARD	0
DEPR. OB/XF VALUE - CARD	
MARKET LAND VALUE - CARD	266,620
TOTAL MARKET VALUE - CARD	266,620
TOTAL APPRAISED VALUE - CARD	266,620
TOTAL APPRAISED VALUE - PARCEL	266,620
TOTAL PRESENT USE VALUE - LAND	0
TOTAL VALUE DEFERRED - PARCEL	0
TOTAL TAXABLE VALUE - PARCEL $	266,620

PRIOR APPRAISAL	
BUILDING VALUE	21,409,940
OBXF VALUE	581,580
LAND VALUE	7,201,600
PRESENT USE VALUE	0
DEFERRED VALUE	0
TOTAL VALUE	29,193,120

PERMIT			
CODE	**DATE**	**NO.**	**AMT.**
OB	04/16/2020	2020-01222	1000
O	11/13/2019	2019-03853	15000
C	03/07/2014	2014-00508	
C	08/30/2011	2011-01324	
C	07/01/2009		

ROUT: WTRSHD:

SALES DATA

OFF. RECORD BOOK	PAGE	DATE MO	YR	DEED TYPE	Q/U	V/I	INDICATE SALES PRICE
8757	0315	6	2009	SW	I	V	0
7515	0001	5	2007	CV	K	V	0

HEATED AREA

NOTES

PMT BU2009-01206
* SEE NOTES FOR MULTIPLE EASEMENTS *

SUBAREA TYPE	GS AREA	PCT	RPL CS
SUBAREA TOTALS	0		

CODE	QUALITY	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG #	---	AYB	EYB	DEP SCH	OVR	% COND	OB/XF DEPR. VALUE
TOTAL OB/XF VALUE																

BLDG DIMENSIONS

LAND INFORMATION

HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJ/NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNIT TYPE	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
SCHOOL	8300	O-I	394		2.0740	8	0.7500	+10 -35 +00 +00 +00	PW	115,000.00	1.490	AC	1.556	178,940.00	266621	0	
TOTAL MARKET LAND DATA											1.49				266621		
TOTAL PRESENT USE DATA																	

5517 01 5236 0000 (12755588) Group:99 **10/21/2025 3:30:33 PM.**

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
DHS- Transportation 5310 Elderly and Handicap Budget Amendment

BRIEF SUMMARY:
Cabarrus County Transportation was awarded an additional $72,964 from the 5310 City of Concord Elderly and Handicap grant funding. A budget amendment is requested to increase the additional revenue received, which will be $36,964 in the transportation budget. A 50% match is required, which has already been budgeted (36,964).

REQUESTED ACTION:
Recommended Motion:

Motion to approve the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Charles Ratliff, Transportation Manager
Suzanne Moose, HHS Business Director

BUDGET AMENDMENT REQUIRED:
Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Budget Amendment

Budget Revision/Amendment Request

Date: 12/15/2025 **Amount:** 36,964.00

Dept. Head: Suzanne Moose **Department:** HHS Transportation

☐ **Internal Transfer Within Department** ☐ **Transfer Between Departments/Funds** ☑ **Supplemental Request**

Transportation services was awarded more funds than originally budgeted for the 5310 Grant to cover operating expenses. The BA request is to increase the 5310 revenue budget to the total grant amount of $72,964 for FY26. The expenses are in driver salaries and benefits. The decrease to the Medicaid Reimbursement line will off set the increase. There is a 50% required local match which is already budgeted in FY26

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	00165240-6342-5310	NC Dept of Transportation	36,000.00	36,964.00	-	72,964.00
001	9	00195240-9101-5310	Salaries	1,429,651.00	36,964.00		
001	6	00165240-6644	Medicaid Reimbursement	950,000.00		36,964.00	913,036.00
001	9	00195240-9101	Salaries	1,429,651.00	-	36,964.00	1,392,687.00
							0.00
							0.00
001							0.00
001							0.00
001							0.00
001							0.00
							0.00
							0.00
				3,845,302.00	73,928.00	73,928.00	2,378,687.00
						Total	0.00

Budget Officer

☐ Approved
☐ Denied

_____
Signature

_____
Date

County Manager

☐ Approved
☐ Denied

_____
Sianature

_____
Date

Board of Commissioners

☐ Approved
☐ Denied

_____
Signature

_____
Date

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Risk and Safety - Annual Bond Approval - Deputy Finance Director

BRIEF SUMMARY:
Annual approval of ongoing bond for: Cabarrus County Deputy Finance Director, Mitzi Odell.

REQUESTED ACTION:
Recommended Motion:

Motion to approve the ongoing bond for the Cabarrus County Deputy Finance Director, Mitzi Odell.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Jon Bradley, Risk and Safety Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Risk and Safety - Annual Bond Approval - Finance Director

BRIEF SUMMARY:
Annual approval of ongoing bond for: Cabarrus County Finance Director, Jim Howden.

REQUESTED ACTION:
Recommended Motion:

Motion to approve the ongoing bond for the Cabarrus County Finance Director, Jim Howden.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Jon Bradley, Risk and Safety Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Risk and Safety - Annual Bond Approval - Register of Deeds

BRIEF SUMMARY:
Annual approval of ongoing bond for: Cabarrus County Register of Deeds, Wayne Nixon.

REQUESTED ACTION:
Recommended Motion:

Motion to approve the ongoing bond for the Cabarrus County Register of Deeds, Wayne Nixon.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Jon Bradley, Risk and Safety Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Risk and Safety - Annual Bond Approval - Sheriff

BRIEF SUMMARY:
Annual approval of ongoing bond for: Cabarrus County Sheriff, Van Shaw.

REQUESTED ACTION:
Recommended Motion:

Motion to approve the ongoing bond for the Cabarrus County Sheriff, Van Shaw.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Jon Bradley, Risk and Safety Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Risk and Safety - Annual Bond Approval - Tax Administrator

BRIEF SUMMARY:
Annual approval of ongoing bond for Cabarrus County Tax Administrator, David Thrift.

REQUESTED ACTION:
Recommended Motion:

Motion to approve the ongoing bond for the Cabarrus County Tax Administrator, David Thrift.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Jon Bradley, Risk and Safety Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Consent Agenda

SUBJECT:
Tax Administration - Refund and Release Reports – November 2025

BRIEF SUMMARY:
The Release Report contains taxpayers' names, bill numbers, valuations, tax amounts, along with the justifications for releasing the valuation/tax amounts for outstanding levies in accordance with N.C.G.S. 105-381. The Refund Report is a summary sheet which lists data from each refund request form, along with the justification for the refunds to the taxpayers in accordance with N.C.G.S. 105-381.
Note: Due to the transition of motor vehicles onto the new North Carolina Vehicle Tax System (NCVTS), motor vehicle-related refunds and releases will begin to be displayed on the new report generated by NCVTS.

REQUESTED ACTION:
Recommended Motion:

Motion to approve the November 2025 Refund and Release Reports as submitted**,** including the NCVTS Refund Report, and grant authority to the Tax Collector to process the refunds and releases.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
M. David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda as a Consent item.

ATTACHMENTS:

- Release Refund Summary
- Release Refund Detail
- NCVTS Report

Summary of Releases and Refunds for the Month Of November 2025

RELEASES FOR THE MONTH OF: NOVEMBER 2025		**$192,481.41**
BREAKDOWN OF RELEASES:		
COUNTY	$111,320.99	
CITY OF CONCORD	$80,658.88	
CITY OF KANNAPOLIS	$0.00	
CITY OF LOCUST	$0.00	
CITY OF STANFIELD	$0.00	
CITY OF CONCORD DOWNTOWN	$0.00	
TOWN OF HARRISBURG	$0.00	
TOWN OF MIDLAND	$0.00	
TOWN OF MT. PLEASANT	$0.00	
TOWN OF HUNTERSVILLE	$0.00	
ALLEN F/D	$0.00	
COLD WATER F/D	$0.00	
ENOCHVILLE F/D	$0.00	
FLOWES STORE F/D	$0.00	
GEORGEVILLE F/D	$98.14	
GOLD HILL F/D	$0.00	
HARRISBURG F/D	$0.00	
JACKSON PARK F/D	$249.77	
MIDLAND F/D	$9.72	
MT MITCHELL F/D	$0.00	
MT PLEASANT F/D	$143.91	
NORTHEAST F/D	$0.00	
ODELL F/D	$0.00	
POPLAR TENT F/D	$0.00	
RICHFIELD F/D	$0.00	
RIMER F/D	$0.00	
KANNAPOLIS RURAL F/D	$0.00	
CONCORD RURAL F/D	$0.00	
REFUNDS FOR THE MONTH OF: NOVEMBER 2025		**$16.66**
BREAKDOWN OF REFUNDS:		
COUNTY	$14.19	
CITY OF CONCORD	$0.00	
CITY OF KANNAPOLIS	$0.00	
CITY OF LOCUST	$0.00	
CITY OF STANFIELD	$0.00	
CITY OF CONCORD DOWNTOWN	$0.00	
TOWN OF HARRISBURG	$0.00	
TOWN OF MIDLAND	$0.00	
TOWN OF MT. PLEASANT	$0.00	
ALLEN F/D	$0.00	
COLD WATER F/D	$0.00	
ENOCHVILLE F/D	$0.00	
FLOWES STORE F/D	$0.00	
GEORGEVILLE F/D	$0.00	
GOLD HILL F/D	$0.00	
HARRISBURG F/D	$0.00	
JACKSON PARK F/D	$0.00	
MIDLAND F/D	$0.00	
MT. MITCHELL F/D	$0.00	
MT. PLEASANT F/D	$1.72	
NORTHEAST F/D	$0.00	
ODELL F/D	$0.00	
POPLAR TENT F/D	$0.00	
RICHFIELD F/D	$0.00	
RIMER F/D	$0.75	
KANNAPOLIS RURAL F/D	$0.00	
CONCORD RURAL F/D	$0.00	

NOVEMBER 2025 RELEASE REPORT

Name	Bill#	Reason	District	Amount
CORZINE JOHN D	2025-32860	PER ANNEXATION ORDINANCE # 2025-	FR16ADVL TAX	143.91
COUCH WILLIAM KENDALL	2026-500340	105-381: TAX CODE/ JURISDICTION	C ADVL TAX	165.71
COUCH WILLIAM KENDALL	2026-500340	105-381: TAX CODE/ JURISDICTION	FR13ADVL TAX	25.89
COUCH WILLIAM KENDALL	2026-500341	105-381: TAX CODE/ JURISDICTION	C ADVL TAX	462.41
COUCH WILLIAM KENDALL	2026-500341	105-381: TAX CODE/ JURISDICTION	FR13ADVL TAX	72.25
DOBSON IRA A JR	2025-1111		C ADVL TAX	22.57
DOBSON IRA A JR	2025-1111		C PEN FEE	13.54
DOBSON IRA A JR	2025-1111		CI02ADVL TAX	14.64
DOBSON IRA A JR	2025-1111		CI02PEN FEE	8.78
DOBSON IRA A JR	2025-1110		C ADVL TAX	27.16
DOBSON IRA A JR	2025-1110		C PEN FEE	13.58
DOBSON IRA A JR	2025-1110		CI02ADVL TAX	17.62
DOBSON IRA A JR	2025-1110		CI02PEN FEE	8.81
DOBSON IRA A JR	2025-1109		C ADVL TAX	37.37
DOBSON IRA A JR	2025-1109		C PEN FEE	14.95
DOBSON IRA A JR	2025-1109		CI02ADVL TAX	24.24
DOBSON IRA A JR	2025-1109		CI02PEN FEE	9.70
DOBSON IRA A JR	2025-1108		C ADVL TAX	33.00
DOBSON IRA A JR	2025-1108		C PEN FEE	9.90
DOBSON IRA A JR	2025-1108		CI02ADVL TAX	21.41
DOBSON IRA A JR	2025-1108		CI02PEN FEE	6.42
DOBSON IRA A JR	2025-1107	105-381 JURISDICTION	C ADVL TAX	22.06
DOBSON IRA A JR	2025-1107	105-381 JURISDICTION	C PEN FEE	4.41
DOBSON IRA A JR	2025-1107	105-381 JURISDICTION	CI02ADVL TAX	16.09
DOBSON IRA A JR	2025-1107	105-381 JURISDICTION	CI02PEN FEE	3.21
DOBSON IRA A JR	2025-1106	105-381 JURISDICTION	C ADVL TAX	22.06
DOBSON IRA A JR	2025-1106	105-381 JURISDICTION	C PEN FEE	2.21
DOBSON IRA A JR	2025-1106	105-381 JURISDICTION	CI02ADVL TAX	16.09
DOBSON IRA A JR	2025-1106	105-381 JURISDICTION	CI02PEN FEE	1.61
FRANCIS RANDAL SCOTT	2025-44582	105-381: PROPERTY SOLD	C PEN FEE	2.17
FRANCIS RANDAL SCOTT	2025-44582	105-381: PROPERTY SOLD	CI02ADVL TAX	15.86
FRANCIS RANDAL SCOTT	2025-44582	105-381: PROPERTY SOLD	CI02PEN FEE	1.59
FRANCIS RANDAL SCOTT	2025-44582	105-381: PROPERTY SOLD	C ADVL TAX	21.74
HARRISON JOHNNY WILLIAM	2025-1046	105-381 PROPERTY SOLD	C PEN FEE	5.09
HARRISON JOHNNY WILLIAM	2025-1046	105-381 PROPERTY SOLD	FR05ADVL TAX	8.84
HARRISON JOHNNY WILLIAM	2025-1046	105-381 PROPERTY SOLD	FR05PEN FEE	0.88
HARRISON JOHNNY WILLIAM	2025-1046	105-381 PROPERTY SOLD	C ADVL TAX	50.92
KANNAPOLIS INDUSTRIAL OWNER LLC	2025-62659	RELEASED PER 105-381 - CLERICAL	C ADVL TAX	110171.23
KANNAPOLIS INDUSTRIAL OWNER LLC	2025-62659	RELEASED PER 105-381 - CLERICAL	CI02ADVL TAX	80333.19
LITTLE CLARENCE F	2025-68828	PER ANNEXATION ORDINANCE 25-82	FR02ADVL TAX	249.77
RAMAN DEEPIKA	2025-506328		CI02ADVL TAX	159.62
RAMAN DEEPIKA	2025-506328		C ADVL TAX	218.91

North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
AMBAVARAM, ANIL KUMAR REDDY	AMBAVARAM, ANIL KUMAR REDDY		1230 LILLIES WAY NW		HUNTERSVILLE, NC 28078	Proration	0078500634	KBH3279	PENDING	356788005	Refund Generated due to proration on Bill #0078500634-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($109.53)	$0.00	($109.53)
															CI02ADVL	TAX	($79.87)	$0.00	($79.87)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$189.40
BARRIOS, ANNETTE RIZZITELLI	BARRIOS, ANNETTE RIZZITELLI		4176 BRISTOL PL NW		CONCORD, NC 28027	Proration	0010777384	JDK2081	PENDING	355370754	Refund Generated due to proration on Bill #0010777384-2024-2024-0000-00	Vehicle Sold	11/4/2025		C ADVL	TAX	($4.32)	$0.00	($4.32)
															CI02ADVL	TAX	($3.15)	$0.00	($3.15)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$7.47
BARRIOS, ORLANDO LUIS	BARRIOS, ORLANDO LUIS		4176 BRISTOL PL NW		CONCORD, NC 28027	Proration	0075288791	EJS7009	PENDING	355370745	Refund Generated due to proration on Bill #0075288791-2024-2024-0000-00	Vehicle Sold	11/4/2025		C ADVL	TAX	($42.85)	$0.00	($42.85)
															CI02ADVL	TAX	($31.25)	$0.00	($31.25)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$74.10
BAUGH, BONNIE LEE	BAUGH, BONNIE LEE		4807 OLD SPARTANBURG RD	APT 300E	TAYLORS, SC 29687	Proration	0074973630	TMY5041	PENDING	237093342	Refund Generated due to proration on Bill #0074973630-2024-2024-0000-00	Reg . Out of state	#########		C ADVL	TAX	($34.08)	$0.00	($34.08)
															CI01ADVL	TAX	($24.26)	$0.00	($24.26)
																		Refund	$58.34
BAUGH, JOHN ERIC	BAUGH, JOHN ERIC		105 BOLLENBECKER DR		HARRISBURG, NC 28075	Proration	0087753958	LKJ9007	PENDING	237707578	Refund Generated due to proration on Bill #0087753958-2025-2025-0000-00	Vehicle Sold	#########		C ADVL	TAX	($137.66)	$0.00	($137.66)
															CI01ADVL	TAX	($97.99)	$0.00	($97.99)
																		Refund	$235.65
BAXLEY, IRMA PETERSON	BAXLEY, IRMA PETERSON	BAXLEY, JOSEPH EDWARD	145 MOOSE RD N		MOUNT PLEASANT, NC 28124	Proration	0087707529	XVH9148	PENDING	236913936	Refund Generated due to proration on Bill #0087707529-2025-2025-0000-00	Vehicle Totalled	11/4/2025		C ADVL	TAX	($7.95)	$0.00	($7.95)
															FR16ADVL	TAX	($1.52)	$0.00	($1.52)
																		Refund	$9.47
BOBREK, TIMOTHY MICHAEL	BOBREK, TIMOTHY MICHAEL		2300 FAIRPORT DR SE		CONCORD, NC 28025	Proration	0071391821	REY9608	PENDING	355640253	Refund Generated due to proration on Bill #0071391821-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($10.00)	$0.00	($10.00)
															CI02ADVL	TAX	($7.29)	$0.00	($7.29)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$17.29
BURRIS, JASON KEITH	BURRIS, JASON KEITH		1073 S LENTZ HARNESS SHOP		MOUNT PLEASANT, NC 28124	Adjustment < $100	0086899978	BKN1524	PENDING	475415124	Refund Generated due to adjustment on Bill #0086899978-2025-2025-0000	Situs error	#########		C ADVL	TAX	$0.00	$0.00	$0.00
															CI02ADVL	TAX	($24.36)	$0.00	($24.36)
															CI02ADVL	VEHICLE FEE	($30.00)	$0.00	($30.00)
															FR15ADVL	TAX	$6.96	$0.00	$6.96
																		Refund	$47.40
BUSHIREDDY, SANDEEP REDDY	BUSHIREDDY, SANDEEP REDDY		1115 MACALLUM DR NW		CONCORD, NC 28027	Proration	0082421051	LBH1147	PENDING	356293980	Refund Generated due to proration on Bill #0082421051-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($70.44)	$0.00	($70.44)
															CI02ADVL	TAX	($51.36)	$0.00	($51.36)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$121.80
CETNAR, JOHN PETER JR	CETNAR, JOHN PETER JR		900 OAK TRAIL CIR		CONCORD, NC 28025	Proration	0068185285	DBP8220	PENDING	237951456	Refund Generated due to proration on Bill #0068185285-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($5.28)	$0.00	($5.28)
															FR03ADVL	TAX	($0.73)	$0.00	($0.73)
																		Refund	$6.01
CHUNN, JILL BALLARD	CHUNN, JILL BALLARD		2815 SAPP RD		CONCORD, NC 28025	Proration	0076263040	JEL3910	PENDING	237707866	Refund Generated due to proration on Bill #0076263040-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($60.16)	$0.00	($60.16)
															FR03ADVL	TAX	($8.35)	$0.00	($8.35)
																		Refund	$68.51
CHURCH, DANIEL WILBUR	CHURCH, DANIEL WILBUR		2702 SUNBERRY LN NW		CONCORD, NC 28027	Proration	0070014509	TMH9576	PENDING	355371045	Refund Generated due to proration on Bill #0070014509-2024-2024-0000-00	Vehicle Sold	11/4/2025		C ADVL	TAX	($16.39)	$0.00	($16.39)
															CI02ADVL	TAX	($11.95)	$0.00	($11.95)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$28.34
COZART, CRYSTAL MARIE	COZART, CRYSTAL MARIE	CALHOUN, AMBER ELAINE	6012 PERIMETER TRACE EAST		DUNWOODY, GA 30346	Proration	0078866868	DEJ2846	PENDING	355640070	Refund Generated due to proration on Bill #0078866868-2024-2024-0000-00	Reg . Out of state	#########		C ADVL	TAX	($90.76)	$0.00	($90.76)
															CI02ADVL	TAX	($66.18)	$0.00	($66.18)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$156.94
DALTON, RICKY LYNN	DALTON, RICKY LYNN		5100 BASSWOOD DR		CONCORD, NC 28025	Proration	0085765908	VM6584	PENDING	237292636	Refund Generated due to proration on Bill #0085765908-2025-2025-0000-00	Vehicle Sold	#########		C ADVL	TAX	($259.52)	$0.00	($259.52)
															FR13ADVL	TAX	($40.55)	$0.00	($40.55)
																		Refund	$300.07

North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
DESAI, MANGALA JAGANNATH	DESAI, MANGALA JAGANNATH		10234 FALLING LEAF DR NW		CONCORD, NC 28027	Proration	0087377982	VHZ2734	PENDING	355640565	Refund Generated due to proration on Bill #0087377982-2025-2025-0000-00	Vehicle Sold	#########		C ADVL	TAX	($54.19)	$0.00	($54.19)
															CI02ADVL	TAX	($39.52)	$0.00	($39.52)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$93.71**
DILLARD, DARIN SHANE	DILLARD, DARIN SHANE		9884 LEGOLAS LN		CHARLOTTE, NC 28269	Proration	0042827894	FAS8107	PENDING	355938654	Refund Generated due to proration on Bill #0042827894-2023-2023-0000-00	Vehicle Sold	#########		C ADVL	TAX	($9.68)	$0.00	($9.68)
															CI02ADVL	TAX	($6.28)	$0.00	($6.28)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$15.96**
EDWARDS, LEE ANN	EDWARDS, LEE ANN		2775 LILLY DR		MIDLAND, NC 28107	Proration	0082602338	LFZ8629	PENDING	236902842	Refund Generated due to proration on Bill #0082602338-2024-2024-0000-00	Vehicle Sold	11/3/2025		C ADVL	TAX	($2.88)	$0.00	($2.88)
															CI06ADVL	TAX	($1.00)	$0.00	($1.00)
																		Refund	**$3.88**
ELECTRIC GENIE LLC	ELECTRIC GENIE LLC		2589 SHAMROCK RD		HARRISBURG, NC 28075	Proration	0058176729	HMV4576	PENDING	237651484	Refund Generated due to proration on Bill #0058176729-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($10.62)	$0.00	($10.62)
															CI01ADVL	TAX	($7.56)	$0.00	($7.56)
																		Refund	**$18.18**
EUDY, WILLIAM READE	EUDY, WILLIAM READE		1955 HIGHWAY 24 27 E		MIDLAND, NC 28107	Adjustment < $100	0088059430	RLC1182	PENDING	474185952	Refund Generated due to adjustment on Bill #0088059430-2025-2025-0000	Situs error	11/7/2025		C ADVL	TAX	$0.00	$0.00	$0.00
															CI02ADVL	TAX	($5.75)	$0.00	($5.75)
															CI02ADVL	VEHICLE FEE	($30.00)	$0.00	($30.00)
															CI06ADVL	TAX	$2.74	$0.00	$2.74
																		Refund	**$33.01**
FAGGART, JOHN HOYE JR	FAGGART, JOHN HOYE JR	FAGGART, PAULA LYNN	3720 CLINE SCHOOL RD		CONCORD, NC 28025	Proration	0032119204	DEX7585	PENDING	237518422	Refund Generated due to proration on Bill #0032119204-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($54.33)	$0.00	($54.33)
															FR08ADVL	TAX	($9.43)	$0.00	($9.43)
																		Refund	**$63.76**
FAGGART, MARGIE SMITH	FAGGART, MARGIE SMITH		619 LANCER CT NW		CONCORD, NC 28027	Proration	0087638407	VHX9257	PENDING	356561430	Refund Generated due to proration on Bill #0087638407-2025-2025-0000-00	Vehicle Sold	#########		C ADVL	TAX	($59.56)	$0.00	($59.56)
															CI02ADVL	TAX	($43.43)	$0.00	($43.43)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$102.99**
FAN, SHENFU	FAN, SHENFU	GONG, YUPING	8734 SAVANNAH RD		HARRISBURG, NC 28075	Proration	0000862035	BFE9902	PENDING	237313230	Refund Generated due to proration on Bill #0000862035-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($4.30)	$0.00	($4.30)
															CI01ADVL	TAX	($3.06)	$0.00	($3.06)
																		Refund	**$7.36**
FRERICHS, KENT BRYCE	FRERICHS, KENT BRYCE		951 SAINT JOHNS CHURCH RD		CONCORD, NC 28025	Proration	0062712424	FN2DRIV	PENDING	237292534	Refund Generated due to proration on Bill #0062712424-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($1,404.48)	$0.00	($1404.48)
															FR16ADVL	TAX	($268.22)	$0.00	($268.22)
																		Refund	**$1672.70**
GALLO, ANTHONY JOHN	GALLO, ANTHONY JOHN		3289 KELSEY PLZ		KANNAPOLIS, NC 28081	Proration	0074586497	KDY9264	PENDING	356294022	Refund Generated due to proration on Bill #0074586497-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($73.63)	$0.00	($73.63)
															CI04ADVL	TAX	($71.52)	$0.00	($71.52)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$145.15**
GASIOROWSKI, MACIEJ WIESLAW	GASIOROWSKI, MACIEJ WIESLAW		9815 EDINBURGH LN		CHARLOTTE, NC 28269	Proration	0084256511	KKB4615	PENDING	355969194	Refund Generated due to proration on Bill #0084256511-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($60.61)	$0.00	($60.61)
															CI02ADVL	TAX	($44.20)	$0.00	($44.20)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$104.81**
HAMMEL, ALICIA LOVE	HAMMEL, ALICIA LOVE	HAMMEL, ROBERT WILLIAM	142 SPENCER AVE NW		CONCORD, NC 28025	Proration	0067402380	TBJ1278	PENDING	355471146	Refund Generated due to proration on Bill #0067402380-2025-2025-0000-00	Vehicle Sold	11/5/2025		C ADVL	TAX	($55.23)	$0.00	($55.23)
															CI02ADVL	TAX	($40.27)	$0.00	($40.27)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$95.50**
HATLEY, COURTNEY LANE	HATLEY, COURTNEY LANE		13 KIMBERLY LN		CONCORD, NC 28025	Proration	0079119071	CBE5975	PENDING	237951454	Refund Generated due to proration on Bill #0079119071-2025-2025-0000-00	Vehicle Sold	#########		C ADVL	TAX	($137.65)	$0.00	($137.65)
															FR02ADVL	TAX	($29.87)	$0.00	($29.87)
																		Refund	**$167.52**
HEARD, SAMUEL	HEARD, SAMUEL		1232 BOYDEN PL NW		CONCORD, NC 28027	Proration	0000916643	IHEARD2	PENDING	355969308	Refund Generated due to proration on Bill #0000916643-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($8.07)	$0.00	($8.07)
															CI02ADVL	TAX	($5.88)	$0.00	($5.88)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$13.95**

North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
HEDRICK, WILLIAM ALVIN JR	HEDRICK, WILLIAM ALVIN JR		8490 BONDALE RD		CONCORD, NC 28025	Proration	0037394372	DZ8823	PENDING	237377128	Refund Generated due to proration on Bill #0037394372-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($72.92)	$0.00	($72.92)
															FR14ADVL	TAX	($12.66)	$0.00	($12.66)
																		Refund	**$85.58**
HELMS, ROGER DALE	HELMS, ROGER DALE		6225 HARRISBURG PLZ		HARRISBURG, NC 28075	Proration	0085191983	LDF1856	PENDING	236913978	Refund Generated due to proration on Bill #0085191983-2024-2024-0000-00	Vehicle Sold	11/4/2025		C ADVL	TAX	($27.84)	$0.00	($27.84)
															CI01ADVL	TAX	($19.82)	$0.00	($19.82)
																		Refund	**$47.66**
HELTON, PAUL JACK	HELTON, PAUL JACK	HELTON, SHARON PERKINS	84 LAKE CONCORD RD NE	UNIT S	CONCORD, NC 28025	Proration	0051739246	EER1905	PENDING	356804244	Refund Generated due to proration on Bill #0051739246-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($5.98)	$0.00	($5.98)
															CI02ADVL	TAX	($4.36)	$0.00	($4.36)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$10.34**
HENDERSON, BRIDGET BURCH	HENDERSON, BRIDGET BURCH		2364 BARROWCLIFFE DR NW		CONCORD, NC 28027	Proration	0049708049	XVL5609	PENDING	356384856	Refund Generated due to proration on Bill #0049708049-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($4.44)	$0.00	($4.44)
															CI02ADVL	TAX	($3.24)	$0.00	($3.24)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$7.68**
HORNING, MICHAEL GEORGE	HORNING, MICHAEL GEORGE		2427 NANCY LN		HARRISBURG, NC 28075	Adjustment < $100	0080510533	EBZ7112	PENDING	237869278	Refund Generated due to adjustment on Bill #0080510533-2025-2025-0000-00	Adjustment	#########		C ADVL	TAX	($8.67)	$0.00	($8.67)
															CI01ADVL	TAX	($6.17)	$0.00	($6.17)
																		Refund	**$14.84**
HORNUNG, RICHARD WILLIAM	HORNUNG, RICHARD WILLIAM		665 SUMMERFORD CT NW		CONCORD, NC 28027	Proration	0075992083	KMR6241	PENDING	356789049	Refund Generated due to proration on Bill #0075992083-2024-2024-0000-00	Vehicle Totalled	#########		C ADVL	TAX	($24.54)	$0.00	($24.54)
															CI02ADVL	TAX	($17.89)	$0.00	($17.89)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$42.43**
JAKUBEK, LADISLAV FRANK	JAKUBEK, LADISLAV FRANK		203 COINJOCK		YORK TOWNE, VA 23693	Proration	0014307017	NYS5994	PENDING	355969227	Refund Generated due to proration on Bill #0014307017-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($3.51)	$0.00	($3.51)
															CI02ADVL	TAX	($2.56)	$0.00	($2.56)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$6.07**
KARNAM, DHANANJAYAN	KARNAM, DHANANJAYAN		8161 ANNSBOROUGH DR NW		CONCORD, NC 28027	Proration	0075080361	KMC3533	PENDING	355353972	Refund Generated due to proration on Bill #0075080361-2025-2025-0000-00	Vehicle Totalled	11/3/2025		C ADVL	TAX	($65.95)	$0.00	($65.95)
															CI02ADVL	TAX	($48.09)	$0.00	($48.09)
															CI02ADVL	VEHICLE FEE	($30.00)	$0.00	($30.00)
																		Refund	**$144.04**
KELLY, KEVIN PETER	KELLY, KEVIN PETER		8822 OLDENBURG DR		MOUNT PLEASANT, NC 28124	Adjustment >= $100	0085258886	LCT2335	PENDING	237376992	Refund Generated due to adjustment on Bill #0085258886-2024-2024-0000-00	Over Assessment	#########		C ADVL	TAX	($64.14)	($3.21)	($67.35)
															CI03ADVL	TAX	($43.42)	($2.17)	($45.59)
																		Refund	**$112.94**
KEMPF, MELISSA WALL	KEMPF, MELISSA WALL		105 BROOKSHIRE AVE		KANNAPOLIS, NC 28083	Proration	0062656447	TNB5028	PENDING	356065608	Refund Generated due to proration on Bill #0062656447-2024-2024-0000-00	Vehicle Totalled	#########		C ADVL	TAX	($18.29)	$0.00	($18.29)
															CI04ADVL	TAX	($17.76)	$0.00	($17.76)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$36.05**
KING, BENJAMIN II	KING, BENJAMIN II		6226 CHAMAR CIR		KANNAPOLIS, NC 28081	Adjustment < $100	0087576607	LKJ8622	PENDING	355938936	Refund Generated due to adjustment on Bill #0087576607-2025-2025-0000-00	Adjustment	#########		C ADVL	TAX	($6.72)	$0.00	($6.72)
															CI04ADVL	TAX	($6.54)	$0.00	($6.54)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$13.26**
LARMORE, PETER JAMES	LARMORE, PETER JAMES	LARMORE, ROBINLYN INGALLS	632 N OAK DR		HUNTERSVILLE, NC 28078	Adjustment >= $100	0086715164	ADP4996	PENDING	474626608	Refund Generated due to adjustment on Bill #0086715164-2024-2024-0000	Situs error	#########		C ADVL	TAX	$0.00	$0.00	$0.00
															CI02ADVL	TAX	($249.19)	$0.00	($249.19)
															CI02ADVL	VEHICLE FEE	($30.00)	$0.00	($30.00)
															FR11ADVL	TAX	$35.00	$0.00	$35.00
																		Refund	**$244.19**
LASH, THOMAS MICHAEL	LASH, THOMAS MICHAEL		5901 TRINITY CROSSING CIR		KANNAPOLIS, NC 28081	Proration	0064401473	RBN7835	PENDING	355370475	Refund Generated due to proration on Bill #0064401473-2024-2024-0000-00	Vehicle Totalled	11/4/2025		C ADVL	TAX	($12.90)	$0.00	($12.90)
															CI04ADVL	TAX	($12.53)	$0.00	($12.53)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$25.43**
LEIGH, MERCEDES	LEIGH, MERCEDES	LEIGH, CHRISTIAN	886 ABILENE LN		FORT MILL, SC 29715	Proration	0086350612	70FRDV	PENDING	237092886	Refund Generated due to proration on Bill #0086350612-	Reg . Out of state	11/7/2025		C ADVL	TAX	($80.83)	$0.00	($80.83)
															CI01ADVL	TAX	($57.54)	$0.00	($57.54)

North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
GUADALUPE	GUADALUPE	GABRIEL	LN		29715						Bill #0086350538-2025-2025-0000-00	Of State						Refund	$138.37
LEIGH, MERCEDES GUADALUPE	LEIGH, MERCEDES GUADALUPE	LEIGH, CHRISTIAN GABRIEL	886 ABILENE LN		FORT MILL, SC 29715	Proration	0086350538	PD40AW	PENDING	237092892	Refund Generated due to proration on Bill #0086350538-2025-2025-0000-00	Reg . Out of state	11/7/2025		C ADVL	TAX	($99.03)	$0.00	($99.03)
															CI01ADVL	TAX	($70.49)	$0.00	($70.49)
																		Refund	$169.52
LENTZ, BARBARA RUSSELL	LENTZ, BARBARA RUSSELL		141 LENMORE DR SE		CONCORD, NC 28025	Proration	0000766704	RPB4191	PENDING	356277669	Refund Generated due to proration on Bill #0000766704-2025-2025-0000-00	Vehicle Sold	#########		C ADVL	TAX	($13.59)	$0.00	($13.59)
															CI02ADVL	TAX	($9.92)	$0.00	($9.92)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$23.51
LINDER INDUSTRIAL MACHINERY COMPANY	LINDER INDUSTRIAL MACHINERY COMPANY		2281 BALL DR		SAINT LOUIS, MO 63146	Proration	0074917353	KKS7271	PENDING	356383608	Refund Generated due to proration on Bill #0074917353-2025-2025-0000-00	Vehicle Sold	#########		C ADVL	TAX	($207.85)	$0.00	($207.85)
															CI04ADVL	TAX	($201.90)	$0.00	($201.90)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$409.75
LINKER, GARY ALAN	LINKER, GARY ALAN		4882 OLD SALISBURY	CONCORD RD	KANNAPOLIS, NC 28083	Adjustment < $100	0087815948	VHB1393	PENDING	474585832	Refund Generated due to adjustment on Bill #0087815948-2025-2025-0000	Situs error	#########		C ADVL	TAX	$0.00	$0.00	$0.00
															CI02ADVL	TAX	($79.42)	$0.00	($79.42)
															CI02ADVL	VEHICLE FEE	($30.00)	$0.00	($30.00)
															FR09ADVL	TAX	$18.91	$0.00	$18.91
																		Refund	$90.51
LITTLE, BETTY MCCLURE	LITTLE, BETTY MCCLURE	LITTLE, WILLIAM EARL JR	2908 WINSTON DR NW		CONCORD, NC 28027	Proration	0078344683	CP56407	PENDING	356561769	Refund Generated due to proration on Bill #0078344683-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($32.63)	$0.00	($32.63)
															CI02ADVL	TAX	($23.80)	$0.00	($23.80)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$56.43
LUNG, RICHARD FOINTEIN	LUNG, RICHARD FOINTEIN		2113 BAYOU TRACE DR		CHARLOTTE, NC 28262	Proration	0071788792	KHH4040	PENDING	356561277	Refund Generated due to proration on Bill #0071788792-2024-2024-0000-00	Annual Tag	#########		C ADVL	TAX	($81.82)	$0.00	($81.82)
															CI02ADVL	TAX	($59.66)	$0.00	($59.66)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$141.48
MATYSEK, JOSEPH ANTHONY	MATYSEK, JOSEPH ANTHONY		2206 PRAIRIE RD		CONCORD, NC 28027	Proration	0083708500	LFL4530	PENDING	356383542	Refund Generated due to proration on Bill #0083708500-2024-2024-0000-00	Vehicle Totalled	#########		C ADVL	TAX	($18.88)	$0.00	($18.88)
															CI04ADVL	TAX	($18.34)	$0.00	($18.34)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$37.22
MAYS, TANYA LYNN	MAYS, TANYA LYNN		2222 CARTERSVILLE RD		GOOCHLAND, VA 23063	Proration	0051658573	KHK7166	PENDING	355471005	Refund Generated due to proration on Bill #0051658573-2024-2024-0000-00	Vehicle Sold	11/5/2025		C ADVL	TAX	($47.38)	$0.00	($47.38)
															CI02ADVL	TAX	($34.54)	$0.00	($34.54)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$81.92
MAYS, TANYA LYNN	MAYS, TANYA LYNN		2222 CARTERSVILLE RD		GOOCHLAND, VA 23063	Proration	0084138047	KKA5485	PENDING	355471023	Refund Generated due to proration on Bill #0084138047-2024-2024-0000-00	Reg . Out of state	11/5/2025		C ADVL	TAX	($106.75)	$0.00	($106.75)
															CI02ADVL	TAX	($77.84)	$0.00	($77.84)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$184.59
MILLER, DAVINA SHARON	MILLER, DAVINA SHARON		864 RUBENS RD SW		CONCORD, NC 28027	Proration	0086435035	VHB4187	PENDING	355370853	Refund Generated due to proration on Bill #0086435035-2025-2025-0000-00	Vehicle Sold	11/4/2025		C ADVL	TAX	($10.41)	$0.00	($10.41)
															CI02ADVL	TAX	($7.59)	$0.00	($7.59)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$18.00
PALMIERI, GREGORY MATTHEW	PALMIERI, GREGORY MATTHEW		5027 WILLIAM CALDWELL AVE		CHARLOTTE, NC 28213	Proration	0073547033	KBX2201	PENDING	237093190	Refund Generated due to proration on Bill #0073547033-2024-2024-0000-00	Vehicle Totalled	11/7/2025		C ADVL	TAX	($134.56)	$0.00	($134.56)
															CI01ADVL	TAX	($95.79)	$0.00	($95.79)
																		Refund	$230.35
PERRY, BRIAN THOMAS	PERRY, BRIAN THOMAS	PERRY, DYLAN JOSEPH	3000 APPLING CT		KANNAPOLIS, NC 28081	Proration	0084564234	LJD2850	PENDING	356293947	Refund Generated due to proration on Bill #0084564234-2024-2024-0000-00	Vehicle Totalled	#########		C ADVL	TAX	($39.15)	$0.00	($39.15)
															CI04ADVL	TAX	($38.03)	$0.00	($38.03)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$77.18
PILKINGTON, ANGELA GILLESPIE	PILKINGTON, ANGELA GILLESPIE	PILKINGTON, BRIAN PETER	9241 KENSINGTON FOREST DR		HARRISBURG, NC 28075	Proration	0049682354	PLD1017	PENDING	237858658	Refund Generated due to proration on Bill #0049682354-2024-2024-0000-00	Vehicle Totalled	#########		C ADVL	TAX	($22.71)	$0.00	($22.71)
															CI01ADVL	TAX	($16.17)	$0.00	($16.17)
																		Refund	$38.88

North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
POLLEY, EDWARD LEROY	POLLEY, EDWARD LEROY		3561 ALISTER AVE SW		CONCORD, NC 28027	Proration	0020096529	TFW4577	PENDING	355353978	Refund Generated due to proration on Bill #0020096529-2024-2024-0000-00	Vehicle Sold	11/3/2025		C ADVL	TAX	($16.30)	$0.00	($16.30)
															CI02ADVL	TAX	($11.88)	$0.00	($11.88)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$28.18**
RINEHARDT, SCOTT DALE	RINEHARDT, SCOTT DALE		123VILLAGE CENTER BLVD	UNIT F	MYRTLE BEACH, SC 29579	Proration	0086410980	BAH1830	PENDING	356384550	Refund Generated due to proration on Bill #0086410980-2025-2025-0000-00	Reg . Out of state	#########		C ADVL	TAX	($8.77)	$0.00	($8.77)
															CI02ADVL	TAX	($6.40)	$0.00	($6.40)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$15.17**
RITCHIE, ROSEMARY SCARBORO	RITCHIE, ROSEMARY SCARBORO		139 PIEDMONT DR		KANNAPOLIS, NC 28081	Proration	0049716144	PAT8931	PENDING	355938690	Refund Generated due to proration on Bill #0049716144-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($2.63)	$0.00	($2.63)
															CI04ADVL	TAX	($2.56)	$0.00	($2.56)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$5.19**
ROWAN COUNTY TAX	BOSTIAN'S HEATING & COOLING, INC.		PO BOX 707		CONCORD, NC 28026	Adjustment >= $100	0086994914	VM9762	PENDING	355370889	[AS0168] - Refund Generated due to adjustment on abstract # : 0086994914-2025-	Situs error	11/4/2025		C ADVL	TAX	($191.29)	$0.00	($191.29)
															CI02ADVL	TAX	($139.48)	$0.00	($139.48)
															CI02ADVL	VEHICLE FEE	($30.00)	$0.00	($30.00)
																		Refund	**$360.77**
ROYSTER, TONYA DENISE	ROYSTER, TONYA DENISE		2029 BIZZONE CIR		VIRGINIA BEACH, VA 23464	Proration	0068228415	TJE3704	PENDING	355561935	Refund Generated due to proration on Bill #0068228415-2024-2024-0000-00	Reg . Out of state	11/6/2025		C ADVL	TAX	($15.67)	$0.00	($15.67)
															CI02ADVL	TAX	($11.42)	$0.00	($11.42)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$27.09**
RUSSELL, REBECCA ALICE	RUSSELL, REBECCA ALICE		705 CARSON CT		KANNAPOLIS, NC 28083	Proration	0046853295	JCJ7475	PENDING	355471131	Refund Generated due to proration on Bill #0046853295-2024-2024-0000-00	Vehicle Sold	11/5/2025		C ADVL	TAX	($36.06)	$0.00	($36.06)
															CI04ADVL	TAX	($35.02)	$0.00	($35.02)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$71.08**
SCHAEFER, JAMES ARTHUR	SCHAEFER, JAMES ARTHUR	NASI, DENISE JOAN	6279 CHAMAR CIR		KANNAPOLIS, NC 28081	Adjustment < $100	0081000287	LFJ1271	PENDING	355939548	Refund Generated due to adjustment on Bill #0081000287-2025-2025-0000-00	Over Assessment	#########		C ADVL	TAX	($13.41)	$0.00	($13.41)
															CI04ADVL	TAX	($13.02)	$0.00	($13.02)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$26.43**
SHAY, JOSEPH MICHAEL	SHAY, JOSEPH MICHAEL	SHAY, LAURA RACHEL	9541 VALENCIA AVE NW		CONCORD, NC 28027	Proration	0078701776	VDT1901	PENDING	355370739	Refund Generated due to proration on Bill #0078701776-2024-2024-0000-00	Vehicle Sold	11/4/2025		C ADVL	TAX	($106.10)	($5.31)	($111.41)
															CI02ADVL	TAX	($77.37)	($3.86)	($81.23)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$192.64**
SHOE SHOW INC	SHOE SHOW INC		PO BOX 648		CONCORD, NC 28026	Proration	0059077296	TEK4250	PENDING	355639404	Refund Generated due to proration on Bill #0059077296-2024-2024-0000-00	Vehicle Totalled	11/7/2025		C ADVL	TAX	($21.37)	$0.00	($21.37)
															CI04ADVL	TAX	($20.76)	$0.00	($20.76)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$42.13**
SHOFFNER, CARL WALLACE	SHOFFNER, CARL WALLACE		3056 TRIMBLE CIR NW		CONCORD, NC 28027	Proration	0066698929	RDW9660	PENDING	355561956	Refund Generated due to proration on Bill #0066698929-2024-2024-0000-00	Vehicle Totalled	11/6/2025		C ADVL	TAX	($59.56)	$0.00	($59.56)
															CI02ADVL	TAX	($43.43)	$0.00	($43.43)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$102.99**
SHUE, TIMOTHY CALEB	SHUE, TIMOTHY CALEB		5544 LOWER STONE CHURCH R	D	ROCKWELL, NC 28138	Adjustment < $100	0077525407	LBD7599	PENDING	474585816	Refund Generated due to adjustment on Bill #0077525407-2024-2024-0000	Situs error	#########		C ADVL	TAX	$0.00	$0.00	$0.00
															CI02ADVL	TAX	($11.63)	$0.00	($11.63)
															CI02ADVL	VEHICLE FEE	($30.00)	$0.00	($30.00)
															FR08ADVL	TAX	$2.77	$0.00	$2.77
																		Refund	**$38.86**
SIMMONS, MATTHEW COREY	SIMMONS, MATTHEW COREY		1016 HOKE ST		KANNAPOLIS, NC 28081	Proration	0087188776	LKJ8343	PENDING	356927517	Refund Generated due to proration on Bill #0087188776-2025-2025-0000-00	Vehicle Sold	#########		C ADVL	TAX	($137.32)	$0.00	($137.32)
															CI04ADVL	TAX	($133.39)	$0.00	($133.39)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$270.71**
SMALL, KENNETH DRAY	SMALL, KENNETH DRAY		910 CHADBOURNE		CONCORD, NC	Proration	0033767722	RCT8371	PENDING	356789064	Refund Generated due to proration on	Vehicle	#########		C ADVL	TAX	($29.55)	$0.00	($29.55)
															CI02ADVL	TAX	($21.55)	$0.00	($21.55)

North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
KENNETH DRAY JR	KENNETH DRAY JR		CHADBOURNE AVE NW		28027	Proration	0023767722	PCT8371	PENDING	356789064	Bill #0023767722-2025-2025-0000-00	Sold	#########		CI02ADVL	VEHICLE FEE	($30.00)	$0.00	($30.00)
																		Refund	$81.10
SMITH, DEREK LARON	SMITH, DEREK LARON		PO BOX 134		BROOKSHIRE, TX 77423	Proration	0071142381	JLK8398	PENDING	355639440	Refund Generated due to proration on Bill #0071142381-2024-2024-0000-00	Vehicle Sold	11/7/2025		C ADVL	TAX	($60.42)	$0.00	($60.42)
															CI02ADVL	TAX	($44.06)	$0.00	($44.06)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$104.48
SPEARS, DEBRA MCKELLIPS	SPEARS, DEBRA MCKELLIPS		3779 ELKWOOD CT		CONCORD, NC 28025	Proration	0062615665	AJX1156	PENDING	236980612	Refund Generated due to proration on Bill #0062615665-2024-2024-0000-00	Vehicle Sold	11/5/2025		C ADVL	TAX	($10.41)	$0.00	($10.41)
															FR03ADVL	TAX	($1.44)	$0.00	($1.44)
																		Refund	$11.85
SPEARS, GREGORY MICHAEL	SPEARS, GREGORY MICHAEL		3779 ELKWOOD CT		CONCORD, NC 28025	Proration	0066182013	AFX6977	PENDING	236980614	Refund Generated due to proration on Bill #0066182013-2024-2024-0000-00	Vehicle Sold	11/5/2025		C ADVL	TAX	($102.43)	$0.00	($102.43)
															FR03ADVL	TAX	($14.22)	$0.00	($14.22)
																		Refund	$116.65
STONE, RILEY NICHOLAS	STONE, RILEY NICHOLAS		195 BERWICK CT NW		CONCORD, NC 28027	Proration	0078663815	LCC6058	PENDING	355639212	Refund Generated due to proration on Bill #0078663815-2024-2024-0000-00	Vehicle Sold	11/7/2025		C ADVL	TAX	($93.88)	($4.69)	($98.57)
															CI02ADVL	TAX	($68.45)	($3.42)	($71.87)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$170.44
SWIACKI, NEIL CHRISTOPHER	SWIACKI, NEIL CHRISTOPHER	DAVITT, SUSAN JOANNE	7764 WINDSOR FOREST PL		HARRISBURG, NC 28075	Proration	0027939401	PTL5764	PENDING	237859328	Refund Generated due to proration on Bill #0027939401-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($18.53)	$0.00	($18.53)
															CI01ADVL	TAX	($13.19)	$0.00	($13.19)
																		Refund	$31.72
TARTAGLIONE, STEVEN JOSEPH	TARTAGLIONE, STEVEN JOSEPH		8603 BEECHBROOKE RD		CHARLOTTE, NC 28227	Proration	0082663582	KEN1500	PENDING	356065641	Refund Generated due to proration on Bill #0082663582-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($78.55)	$0.00	($78.55)
															CI02ADVL	TAX	($57.28)	$0.00	($57.28)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$135.83
TER POORTEN, JON CHRISTIAN	TER POORTEN, JON CHRISTIAN		877 CRAIGMONT LN NW		CONCORD, NC 28027	Proration	0018026436	NPL5371	PENDING	355640151	Refund Generated due to proration on Bill #0018026436-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($30.07)	$0.00	($30.07)
															CI02ADVL	TAX	($21.93)	$0.00	($21.93)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$52.00
TOURVILLE, PHILIP JAMES	TOURVILLE, PHILIP JAMES		4801 FIELDBROOK DR		KANNAPOLIS, NC 28081	Proration	0063907325	JKE3466	PENDING	237377112	Refund Generated due to proration on Bill #0063907325-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($49.46)	$0.00	($49.46)
															FR01ADVL	TAX	($8.59)	$0.00	($8.59)
																		Refund	$58.05
TOVAR TOVAR, GREGORIO EDUARDO	TOVAR TOVAR, GREGORIO EDUARDO		2558 OAKWOOD AVE		CONCORD, NC 28027	Proration	0077631740	FMT9216	PENDING	356789214	Refund Generated due to proration on Bill #0077631740-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($90.25)	$0.00	($90.25)
															CI04ADVL	TAX	($87.66)	$0.00	($87.66)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$177.91
TROUTMAN, CHARLES ROBERT	TROUTMAN, CHARLES ROBERT	TROUTMAN, LUANNE DEVINE	6834 TIMBERWOOD DR		HARRISBURG, NC 28075	Proration	0083690535	VFJ4895	PENDING	237518300	Refund Generated due to proration on Bill #0083690535-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($36.89)	$0.00	($36.89)
															CI01ADVL	TAX	($26.26)	$0.00	($26.26)
																		Refund	$63.15
VANG, KATIE ZE	VANG, KATIE ZE		2589 SHAMROCK RD		HARRISBURG, NC 28075	Proration	0070016552	KED7380	PENDING	237707892	Refund Generated due to proration on Bill #0070016552-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($16.71)	$0.00	($16.71)
															CI01ADVL	TAX	($11.90)	$0.00	($11.90)
																		Refund	$28.61
VANG, LUE	VANG, LUE		2589 SHAMROCK RD		HARRISBURG, NC 28075	Proration	0060545838	EMW6136	PENDING	237651486	Refund Generated due to proration on Bill #0060545838-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($45.58)	$0.00	($45.58)
															CI01ADVL	TAX	($32.44)	$0.00	($32.44)
																		Refund	$78.02
WALA, ASHLEY MONIQUE	WALA, ASHLEY MONIQUE		5831 STRATHMORE CT		CHARLOTTE, NC 28215	Proration	0076648247	KFK5336	PENDING	236902722	Refund Generated due to proration on Bill #0076648247-2024-2024-0000-00	Vehicle Sold	11/3/2025		C ADVL	TAX	($53.73)	$0.00	($53.73)
															FR04ADVL	TAX	($10.26)	$0.00	($10.26)
																		Refund	$63.99
WALLS, CEDRIC ABSALAAM	WALLS, CEDRIC ABSALAAM		14298 LADDERBACKED DR		GAINESVILLE, VA 20155	Proration	0046550535	PJV8318	PENDING	355640196	Refund Generated due to proration on Bill #0046550535-2024-2024-0000-00	Reg . Out of state	#########		C ADVL	TAX	($12.63)	$0.00	($12.63)
															CI04ADVL	TAX	($12.27)	$0.00	($12.27)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	$24.90
WALLS			14298								Refund Generated				C ADVL	TAX	($161.31)	$0.00	($161.31)

North Carolina Vehicle Tax System

Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
WALLS, CEDRIC ABSALAAM	WALLS, CEDRIC ABSALAAM		14298 LADDERBACKED DR		GAINESVILLE, VA 20155	Proration	0072255701	KHF5774	PENDING	355640205	due to proration on Bill #0072255701-2024-2024-0000-00	Reg . Out of state	#########		CI04ADVL	TAX	($156.69)	$0.00	($156.69)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$318.00**
WISEMAN, BRENT SCOTT	WISEMAN, BRENT SCOTT		316 QUIET COVE TRAIL		SUMMERVILLE, SC 29486	Proration	0071606269	KFK1082	PENDING	356788803	Refund Generated due to proration on Bill #0071606269-2024-2024-0000-00	Reg . Out of state	#########		C ADVL	TAX	($63.72)	$0.00	($63.72)
															CI02ADVL	TAX	($46.46)	$0.00	($46.46)
															CI02ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$110.18**
YAGER, ZACHARY LEIGH	YAGER, ZACHARY LEIGH		102 NEWPORT DR		KANNAPOLIS, NC 28081	Proration	0077972012	LBH5793	PENDING	356293524	Refund Generated due to proration on Bill #0077972012-2024-2024-0000-00	Vehicle Sold	#########		C ADVL	TAX	($42.55)	$0.00	($42.55)
															CI04ADVL	TAX	($41.33)	$0.00	($41.33)
															CI04ADVL	VEHICLE FEE	$0.00	$0.00	$0.00
																		Refund	**$83.88**
ZEMAN, BRANDI BARNES	ZEMAN, BRANDI BARNES		7189 TIMOTHY DR		CONCORD, NC 28025	Adjustment >= $100	0086174508	CR63158	PENDING	237529124	Refund Generated due to adjustment on Bill #0086174508-2025-2025-0000-00	Over Assessment	#########		C ADVL	TAX	($225.10)	$0.00	($225.10)
															FR13ADVL	TAX	($35.17)	$0.00	($35.17)
																		Refund	**$260.27**
																		Refund Total	**$9499.76**

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
New Business

SUBJECT:
Budget - FY27 Budget Update

BRIEF SUMMARY:
Rosh Khatri will have a presentation for the Board of Commissioners for the fiscal year 2027 budget.

REQUESTED ACTION:
For informational purposes.

EXPECTED LENGTH OF PRESENTATION:
10 Minutes

SUBMITTED BY:
Rosh Khatri, Budget Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Presentation

Budget Update
Fiscal Year 2027

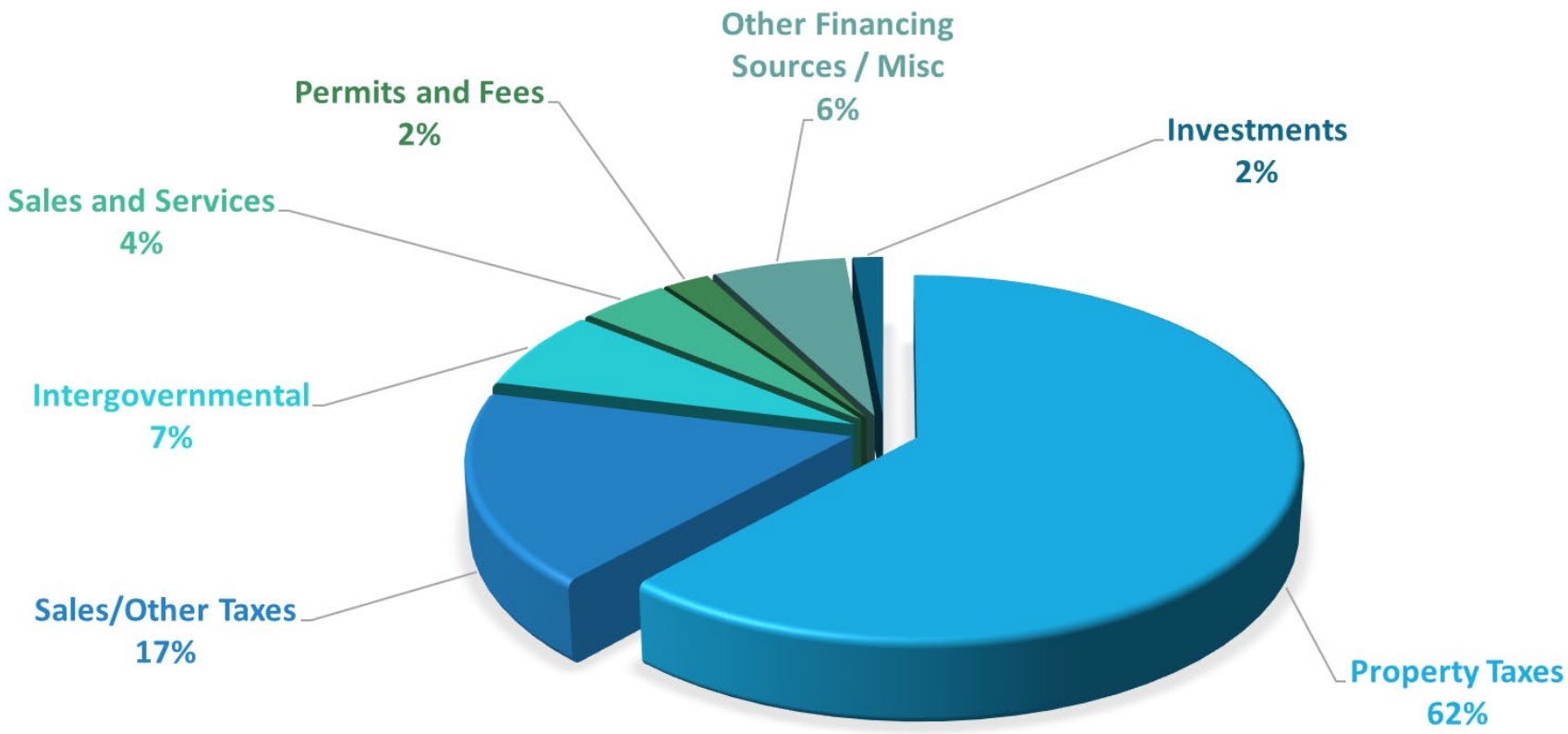
Board of Commissioners Meeting

December 15, 2025

CABARRUS COUNTY
America Thrives Here

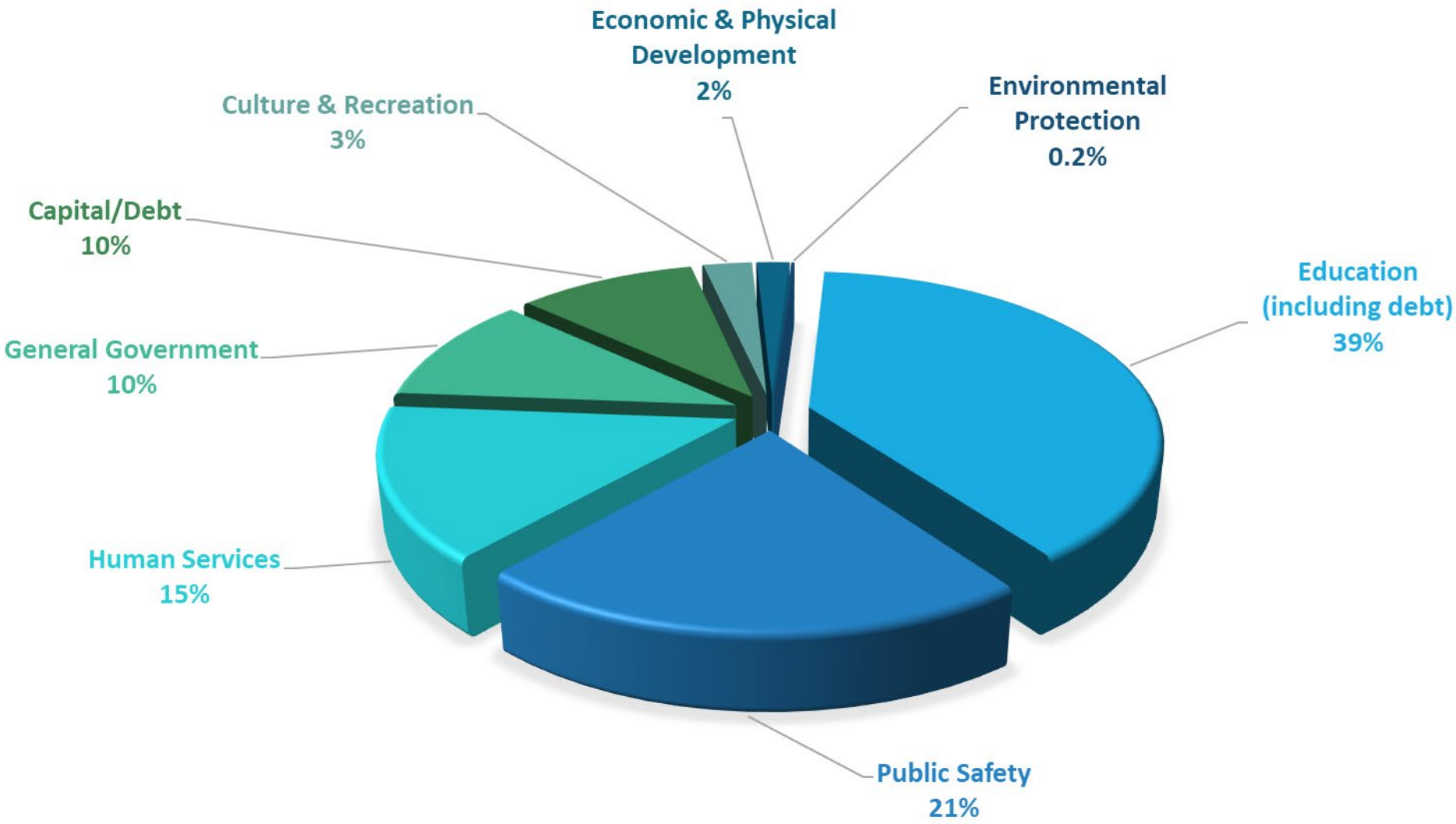
WHERE THE MONEY COMES FROM ?

General Funds (Operating & Community Investment Fund)



WHERE THE MONEY GOES ?

General Funds (Operating & Community Investment Fund)



Mandatory Services/Programs (Required)

1. Public Health Services

- **Mandate**: Counties must provide public health services, either through a county health department, a district health department, or by contracting with another entity.
- **Statute**:
  - **NCGS § 130A-34** – Establishment of county or district health departments
  - **NCGS § 130A-1.1** – Mission and essential services of public health

2. Mental Health, Developmental Disabilities, and Substance Abuse Services

- **Mandate**: Counties must ensure the availability of mental health, developmental disabilities, and substance abuse services.
- **Statute**:
  - **NCGS § 122C -115** – Duties of counties; appropriation and allocation of funds

Mandatory Services/Programs (Required)

3. Law Enforcement (Sheriff)

- **Mandate**: Each county must have a sheriff responsible for law enforcement, court security, and jail operations.
- **Statute**:
  - **NCGS § 162-13** – **162-26.5** Duties of sheriff
  - **NCGS § 153A-103** – Number of deputies and employees

4. Jail and Detention Services

- **Mandate**: Counties must provide and maintain a jail.
- **Statute**:
  - **NCGS § 153A-218** – County jails
  - **NCGS § 162-32 et seq.**

Mandatory Services/Programs (Required)

5. Court Facilities

- **Mandate**: Counties must provide courtrooms and related facilities for the General Court of Justice.
- **Statute**:
  - **NCGS § 7A-302** – Provision of court facilities by counties

6. Emergency Management

- **Mandate**: Counties must establish and maintain an emergency management agency.
- **Statute**:
  - **NCGS § 166A-19.15** – County and municipal emergency management responsibilities

Mandatory Services/Programs (Required)

7. Tax Assessment and Collection

- **Mandate**: Counties must assess and collect property taxes.
- **Statute**:
  - **NCGS § 105-274 et seq.** – Property tax statutes
  - **NCGS § 153A-146** – Tax collection

8. Public Education (Funding)

- **Mandate**: Counties are required to fund the capital and some operational needs of local public schools.
- **Statute**:
  - **NCGS § 115C-408** – State and local responsibility
  - **NCGS § 115C-429** – County appropriations for current expense and capital outlay

Mandatory Services/Programs (Required)

9. Elections

- **Mandate**: Counties must provide for the local administration of elections.
- **Statute**:
  - **NCGS § 163-33** – Powers and duties of county boards of elections

10. Register of Deeds

- **Mandate**: Counties must maintain a register of deeds to record real estate transactions, vital records, etc.
- **Statute**:
  - **NCGS § 161-1 et seq** - Register of deeds

Mandatory Services/Programs (Required)

11. Human Services: Social Services & Public Assistance
Counties are legally required to administer the State's social services and public assistance programs.
North Carolina operates a **state-supervised, county-administered** system.

Core Duties
Maintain a **County Department of Social Services (DSS)**.
Provide:

- Child protective services (CPS)
- Adult protective services (APS)
- Foster care & adoption services
- Medicaid eligibility
- Work First (TANF)
- Food & Nutrition Services (SNAP)
- Low-income energy assistance

Statutory Authority
NCGS 108A-1, 108A-12, 108A-14
NCGS 7B-300 (Child welfare)
NCGS 153A-255

Mandatory Services/Programs (Required)

12. Adopting and Maintaining a Balanced Budget is a fundamental and explicit mandate for all North Carolina county governments.
This requirement is established by the **Local Government Budget and Fiscal Control Act**, found in Chapter 159 North Carolina General Statutes. The specific citation is:

•**Annual Balanced Budget Ordinance**: NCGS § 159-8(a)

Initial Look at FY 2027



Disclaimers

- All figures presented are preliminary/tentative and are still being vetted.

- Figures will change until a recommended budget is submitted in May.

Revenues

Initial Revenue Estimates FY2027

Based on Five Year Plan Assumptions

Revenue	FY26 Adopted	FY27 Projected	Difference	
Property Tax	$280,066,034	$285,208,287	$5,142,253	2%
Sales & Other Taxes	49,039,740	49,530,137	490,397	1%
Intergovernmental	31,450,692	31,450,692	-	0%
Permits & Fees	9,652,880	9,845,938	193,058	2%
Sales & Services	19,219,193	19,603,577	384,384	2%
Investment	4,500,000	4,500,000	-	
Miscellaneous	377,700	377,700	-	0%
Other Financing Sources	5,205,008	4,312,990	(892,018)	-17%
TOTAL	**399,511,247**	**404,829,321**	**5,318,074**	

Expenditures

Initial Expenditure Estimates FY2027

Based on Five Year Plan Assumptions

Expenditures	FY26 Adopted	FY27 Projected	Difference
91 - Personnel Services	$107,759,641	$114,225,219	$6,465,578
92 - Employee Benefits	51,643,030	54,741,612	3,098,582
93 - Supplies	10,966,761	11,295,764	329,003
94 - Other Operation Costs	23,859,430	24,575,213	715,783
95 - Maintenance & Repair	2,165,435	2,230,398	64,963
96 - Other Services & Charges	10,158,007	10,482,115	324,108
97 - Contributions to Other Funds or Activities	189,651,283	197,556,765	7,905,482
98 - Capital Outlay	3,307,660	3,406,890	99,230
TOTAL	**399,511,247**	**418,513,976**	**19,002,729**

Summary Recap

Based on Five Year Plan Assumptions

Account Type	FY27 Projected
Revenues	$404,829,321
Expenditures	418,554,750
Surplus / (Deficit)	(13,725,429)

Revenues

Options / Ideas Being Evaluated:

- **Reduce Property Tax Revenue Assumption from 2% to 1.16% = $1.92M**
- **Increase Sales Tax Revenue Assumption from 1% to 3% = $1M**
- **Increase Budgeted Investment Income by $2.5M**
- **Use of Excess Fund Balance $2.5M** *(Self Insurance Funds) (One-time, Non-Recurring)*

Expenditures

Ideas to Close the Gap:

- **Increase Salary Lapse Budgeted from 1.25% to 1.5% = $250K**
- **Reduce Department Continuation Budgets by $$$?**
- **Creation of County Contingency Fund – Provide contingency line items that the County Manager can access by authorization through budget ordinance to help departments during the fiscal year if necessary. Reduce annual line items in individual department budgets.**

Summary Recap

Including Closing the Gap Ideas

Account Type	FY27 Projected
Revenues	$404,829,321
Expenditures	418,554,750
Surplus / (Deficit)	(13,725,429)
Closing the Gap Ideas Summary	
Revenues - *Net Increase*	$4,081,273
Expenditures - *Net Decrease*	250,000
Total Impact of Closing the Gap Ideas	4,331,273
Revised Surplus/ Deficit	(9,394,156)

Five Year Financial Plan

General Fund

	Tax Rate:	$0.5760				
	FY 2026 Adopted	FY 2027 Proposed	FY 2028	FY 2029 Revaluation	FY 2030	FY 2031
REVENUES						
Grand Total Revenue	399,511,247	402,910,594	415,238,799	423,439,085	429,967,704	436,365,951
EXPENSES						
Total Expense	399,511,247	418,554,750	442,798,264	462,172,138	482,323,010	503,272,734
Estimated Surplus/(Deficit)	-	(15,644,156)	(27,559,465)	(38,733,053)	(52,355,306)	(66,906,784)

Note:

Five Year Plan Adjusted for 1.16% Increase in Property Taxes for FY27.

For future years still using 2% increase for Property Taxes.

The other revenues have not been adjusted for the Closing of the Gap Ideas

Key Important Dates

December 12th

- ☐ OpenGov Budget Entry **closed** for **Continuation** requests

December 15th – January 12th

- ☐ Management reviews all continuation budgets and makes necessary adjustments
- ☐ Meet with BOC Individual Meetings *(Week of January 12th) (Not scheduled yet)*
- ☐ Budget notifies the departments via email of the expansion/reduction capacity for FY 27

Key Important Dates

January 12th

☐ Departments **begin** entering **Expansion / Reduction** requests in OpenGov

January 26th

☐ OpenGov Budget Entry **closes** for **Expansion / Reduction** requests

February 27th – February 28th

☐ Board Retreat

March 2026

☐ Department Budget Conferences

April 7th / April 8th

☐ Education Partners present FY 27 Budget to County Leadership Team and Budget staff

Key Important Dates

April 14th

☐ Budget Workshop #1 with the Board of Commissioners (BOC) – *(Education Partners)*

May 18th

☐ County Manager's Recommended Budget to BOC

June 1st

☐ Budget Public Hearing

June 4th

☐ Budget Workshop #2 with the BOC *(If needed)*

June 15th

☐ Budget Adoption by BOC

July 1st

☐ FY 2027 Begins with the new budget.

Questions ?

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
New Business

SUBJECT:
County Manager - Appropriation of Funds

BRIEF SUMMARY:
A budget amendment is needed to appropriate funds for the acquisition of a northwest elementary school site.

REQUESTED ACTION:
Recommended Motion:

Motion to approve the budget amendment to appropriate funds for the acquisition of a northwest elementary school site and the project ordinances.

EXPECTED LENGTH OF PRESENTATION:
5 Minutes

SUBMITTED BY:
Kelly Sifford, Interim County Manager

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Budget Amendment
- Ordinance
- Ordinance

Budget Revision/Amendment Request

Date: 12/15/2025 **Amount:** 1,765,000.00

Dept. Head: James Howden **Department:** School Construction Projects

☐ **Internal Transfer Within Department** ☐ **Transfer Between Departments/Funds** ☑ **Supplemental Request**

This amendment is to transfer land acquisition budget that was original approved and recorded in Fund 380 - County Capital Projects Fund to Fund 390 - School Capital Project Fund for purchase of land for a new elementary school. Additionally included in the budget will be funds from the unallocated budget to cover an legal or tax costs.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
390	6	7210-6910-NEWES	Transfer from County Cap Project Fund	-	1,765,000.00		1,765,000.00
390	9	7210-9801-NEWES	Land Acquisition	-	1,765,000.00		1,765,000.00
380	6	1110-6932	Contribution from Community Investment Fund	4,000,000.00	-	1,615,452.89	2,384,547.11
380	6	0000-6902-UNAL	Contribution from General Fund	2,439,354.82		149,547.11	2,289,807.71
380	6	0000-6932-NEWES	Contribution from Community Investment Fund		1,765,000.00		1,765,000.00
380	9	1110-9801	Land Acquisition	4,000,000.00		1,615,452.89	2,384,547.11
380	9	0000-9830-UNAL	Unallocated	2,439,354.82		149,547.11	2,289,807.71
380	9	0000-9708-NEWES	Transfer to School Capital Project Fund	-	1,765,000.00		1,765,000.00

Budget Officer

☐ Approved

☐ Denied

_____

Signature

_____

Date

County Manager

☐ Approved

☐ Denied

_____

Sianature

_____

Date

Board of Commissioners

☐ Approved

☐ Denied

_____

Signature

_____

Date

CABARRUS COUNTY
COUNTY CAPITAL PROJECTS
BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

A. The project authorized is for the construction and renovations of County Facilities. Details of the project are listed in section C. of this Project Ordinance.

B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Debt Proceeds 2020 Draw / 2022 LOBs	$ 652,508
Debt Proceeds 2022 Draw / 2024A LOBs	122,418,304
Debt Proceeds 2024B LOBs	28,878,128
Future Debt	70,000,000
Contributions from Capital Projects Fund	3,136,366
Contribution from General Fund	25,641,219
Contribution from Capital Reserve Fund	1,556,937
Contribution from Community Investment Fund	40,440,205
State Allocation	32,500,000
PARTF Grant	500,000
Interest	2,500,000
TOTAL REVENUES	**$328,223,669**

C. The following appropriations are made as listed.

Construction Standards Office Renovations	$ 2,000,000
Exterior Repairs to Multiple Buildings	326,174
Legal / Closing Expenses	3,651,456
Fiber Infrastructure Improvement	790,619
Frank Liske Park ADA Renovations	1,450,000
Frank Liske Park Playground Replacement	203,600
Camp Spencer Vending & Archery Building	526,998
West Cabarrus Library & Senior Center	32,243,364
Deferred Maintenance Projects	26,851,780
Mt. Pleasant Library / ALC / Foil Park Project	27,294,067
Northeast Area Land	4,729,117
Mental Health Facility	58,000,000
Other Improvements Unallocated	2,289,808
Enterprise Physical Security Project (ITS)	807,000
Frank Liske Park Softball Complex Utilities	410,000
Rob Wallace Park	1,433,504
Animal Shelter Expansion	275,000
Frank Liske Park Stormwater Project	570,803

Northeast Cabarrus Radio Tower Project	2,334,547
Fire Services Building	370,000
Frank Liske Park Tennis Court	280,000
Frank Liske Park Second Driveway	7,875,000
Government Center Building Repair	450,000
Public Safety Training Center	70,000,000
Human Services Facility	64,250,000
Frank Liske Park Mini-Golf and Office (ADA)	1,100,000
Boardwalk at Vietnam Veterans Park	95,000
Land Acquisition	2,384,547
Chiller Replacement at Sheriff's Admin Office	1,000,000
Contributions to Community Investment Fund	14,231,283
TOTAL EXPENDITURES	**$328,223,669**
GRAND TOTAL – REVENUES	**$328,223,669**
GRAND TOTAL – EXPENDITURES	**$328,223,669**

Section II.

A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.

B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:

1. Transfers amounts between objects of expenditure and revenues within a function without limitation.

2. Transfer amounts up to $500,000 between functions of the same fund.

3. Transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.

4. Enter and execute change orders or amendments to construction contracts in amounts less than $90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.

5. Award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.

6. Execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.

7. Reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.

b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.

d. At the completion of a construction project, all unrestricted excess funds are transferred to the Community Investment Fund or to other Capital Projects within the Capital Project Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 15 day of December 2025.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk to the Board

CABARRUS COUNTY
SCHOOL CAPITAL PROJECTS
BUDGET ORDINANCE

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

A. The project authorized is for the construction and renovations of School Facilities. Details of the project are listed in section C. of this Project Ordinance.

B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Contribution from General Fund/CIF	$	90,453,930
Contribution from Capital Projects Fund		5,129,821
Debt Proceeds 2020 Draw / 2022 LOBs		3,014,821
Debt Proceeds 2022 Draw / 2024A LOBs		51,836,500
Debt Proceeds 2024B LOBS		120,855,302
Future Debt		104,600,000
Lottery Funds – Repairs and Renovations		830,352
Contribution from Capital Reserve Fund		693,429
Grant		650,000
Interest		6,801,915
TOTAL REVENUES		**$384,866,070**

C. The following appropriations are made as listed.

R. Brown McAllister Replacement	$	48,326,750
CCS New High School		9,513,790
CCS Southeast High School – Land purchase		1,816,320
Deferred Maintenance Cabarrus County Schools		52,357,163
Deferred Maintenance Kannapolis City School		11,965,793
Deferred Maintenance Rowan Cabarrus Community College		4,902,500
Central Cabarrus Track		794,045
Tennis Courts – Cox Mill, Central Cabarrus, Northwest		1,403,493
Mary Frances Wall Renovations		14,740,000
Weddington Hills Elementary School HVAC		7,006,377
Concord High School HVAC		9,091,958
Opportunity School		11,731,149
Hickory Ridge High School Roof		1,882,464
Cox Mill Elementary School Roof		917,630
Wolf Meadow Elementary School Roof		997,895
Fred L. Wilson Elementary School Addition		14,000,000
Forest Park Elementary School HVAC		7,203,000
RCCC South Campus HVAC		6,150,500

Cabarrus Health Science Institution	1,981,000
Consulting – Project Process Review	30,000
Coltrane Webb STEM Elementary School	50,469,994
New Elementary School – Northwest	53,865,000
Concord High School Track Wall Repairs	191,509
Rowan Cabarrus Community College – Renovation S201	7,900,000
Rowan Cabarrus Com College – Workforce Innovation Center	52,922,000
Contribution to Community Investment Fund	9,715,740
Jackson Park Elementary School Renovations	1,040,000
AL Brown Addition	1,950,000
TOTAL EXPENDITURES	**$384,866,070**
GRAND TOTAL – REVENUES	**$384,866,070**
GRAND TOTAL – EXPENDITURES	**$384,866,070**

Section II.

A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.

B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:

1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.

2. The County Manager may transfer amounts up to $500,000 between functions of the same fund.

3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.

4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.

5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.

6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.

7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than $90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.

8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.

9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.

10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).

11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.

b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.

d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund, Community Investment Fund or other Capital Project Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 15 Day of December 2025.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Chairperson

ATTEST:

_____
Clerk to the Board

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Reports

SUBJECT:
BOC - Receive Updates From Commission Members Who Serve As Liaisons To Municipalities Or On Various Boards/Committees

BRIEF SUMMARY:
This time is allotted during regular meetings to receive updates from commission members that serve as liaisons to local municipalities or that serve on various boards/committees, if needed. This opportunity allows the board as a whole to learn more about what is going on with the boards each commissioner is individually involved with.

REQUESTED ACTION:
Receive updates and discuss as needed.

EXPECTED LENGTH OF PRESENTATION:
1 Minute

SUBMITTED BY:
Clerk to the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Reports

SUBJECT:
BOC - Request for Applications for County Boards/Committees

BRIEF SUMMARY:
Vacant Positions on the Cabarrus County Boards & Committees are as follows:

Boards & Committees	Vacancies/Expiring/Expired Terms	Term Expiration and/or Position
Active Living and Parks Commission	1 Vacant	*
Adult Care Home Community Advisory Committee	14 Vacant	**
Concord Planning Commission (ETJ)	1 Vacant	*
Fair Advisory Commission	2 Vacant	*
HCCBG	2 Vacant	*
Library Board of Trustees	3 Expired	*
Nursing Home Community Advisory Board	9 Vacant	**
Region F Aging Advisory Committee	1 Vacant	*
Tourism Authority	1 Vacant	*
Transportation Advisory Board	5 Vacant	*
Youth Commission	4 Vacant	*

*Term lengths and expirations vary per board roster.

**Initial terms are for one year. Additional terms are for three years.

A description of each board/committee is attached along with an application for appointment. Visit the County's website to complete the online application. For more information, contact the Clerk at 704-920-2109 or go to https://www.cabarruscounty.us/boards-and-committees.

REQUESTED ACTION:
Review the aforementioned list of County Boards/Committees for the benefit of the viewing audience and encourage citizens to participate.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Clerk to the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- Boards & Committees Descriptions
- Concord ETJ Map
- Application
- Youth Commission Application

CABARRUS COUNTY

BOARDS, COMMITTEES, COMMISSIONS AND AUTHORITIES

The Cabarrus County Board of Commissioners makes appointments to a number of boards, committees, commissions and authorities. All citizens of Cabarrus County are encouraged to volunteer to serve on these boards/committees. To obtain an application for appointment or for more information, please contact the Clerk to the Board, at the Governmental Center, 65 Church Street, SE, Concord, or call (704) 920-2109. The application may also be downloaded from the County's website at *www.cabarruscounty.us*.

A listing of the boards/committees is as follows:

ACTIVE LIVING AND PARKS COMMISSION

This commission advises on parks and recreation needs of County residents and assists the Parks Department in planning facilities and operational activities. The 11-member commission includes a representative from each of the 7 planning areas (Concord, Eastern, Kannapolis, Central, Midland, Northwest Cabarrus and Harrisburg), 2 at-large representatives, 1 representative from the Cabarrus School Board and 1 representative from the Kannapolis School Board. Appointments are for terms of three years.

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE

This 17-member committee seeks to maintain the intent of the Adult Care Home Residents Bill of Rights and to promote community involvement with the homes (homes for the aged, family care homes and homes for developmentally disabled adults). Members cannot be employed by an adult care home nor have any financial interest, directly or indirectly, in an adult care home. Immediate family of an adult care home resident in Cabarrus County cannot serve on the committee. Initial appointment is for a term of one year with successive appointments of three-year terms.

AGRICULTURAL ADVISORY BOARD

The 7-member Agricultural Advisory Board is designed to implement the provisions of the Voluntary Agricultural District Ordinance. The Board is charged with accepting applications to the voluntary agricultural districts, promoting the enhancement of agriculture in our county, and assisting the Cabarrus County Commissioners with information and positions regarding decisions impacting agricultural production in our county.

BOARD OF EQUALIZATION AND REVIEW

This 5-member board and an alternate member: (1) reviews the tax lists of the county for the current year to assure that all property is listed and appraised accurately; (2) hears any property owner's appeal concerning the value assigned to his property (or that of others); and (3) has the authority to make adjustments necessary to bring the valuation into line with the standards established by law. Members serve three-year terms.

CABARRUS COUNTY PLANNING AND ZONING COMMISSION

This commission serves a key role in shaping the future development of the county as it reviews subdivisions, assists in area plans, and makes land use decisions, some of which are forwarded to the Board of Commissioners. The commission also serves as the Board of Adjustment that hears and decides appeals of decisions by the Zoning Enforcement Officer, and grants special use permits/variances. Members include a representative from each of the 7 planning areas (Concord, Midland, Central, Eastern, Harrisburg, Kannapolis and Northwest Cabarrus), 2 at-large representatives and 3 Alternate members. Appointments are for terms of three years.

CENTRALINA WORKFORCE DEVELOPMENT BOARD

This group serves as the governing body for a variety of programs and their plans, including the Job Training Partnership Act, Work First (JOBS) welfare and placement programs, the Older Worker Americans Act Job Training and Employment Program, etc. The County Commissioners appoint 4 persons representing Education, Organized Labor and the Private Sector (2) to serve on this six-county, 20-member board. Appointments are for terms of two years.

COMMISSION ON FINANCIAL EFFICIENCY

The up to 7-member commission was set up to bring to the citizens of Cabarrus County more efficient and effective County services by reviewing financial, construction and operational practices and to report its finding and recommendations to the Cabarrus County Board of Commissioners for review and action.

CONCORD PLANNING AND ZONING COMMISSION

The Commission guides, reviews and regulates land developments within and around the boundaries of the City of Concord. The County Commissioners appoint one member who resides in Concord's extraterritorial jurisdiction area for a term of three years.

EARLY CHILDHOOD TAKS FORCE ADVISORY BOARD

This 15-member advisory board serves as a resource to evaluate existing early intervention efforts, to assess available resources, and identify actions that could be taken to develop an enhanced plan of support for early childhood education.

FAIR ADVISORY COMMISSION

The nine member commission shall advise the Board of Commissioners on all matters relating to the agricultural parts of the Fair and assist with providing ideas for improvements.

HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE

This 15-member advisory committee assists the Department of Aging with the development of the County Aging Funding Plan through the Home and Community Care Block Grant for Older Adults. The committee is composed of potential public and private providers of aging services, elected county officials, older adults and representatives of other aging interests in the county.

HUMAN SERVICES ADVISORY BOARD

This board is appointed by the Board of Commissioners to advocate, advise and consult regarding services within the Department of Human Services. The board is composed of five members who are appointed for three-year terms.

In the first year of organization, the terms will be staggered with three members appointed to three-year terms and two members appointed to two-year terms.

JURY COMMISSION

This commission is responsible for compiling the jury lists for the Courts. The Board of Commissioners appoints one member for a term of two years to the 3-member commission.

JUVENILE CRIME PREVENTION COUNCIL

The council plans for the needs of adjudicated and at-risk youth and assesses the need for delinquency treatment and prevention services in Cabarrus County. The 25-member council is made up of a variety of judicial and public agency representatives as well as seven at-large members. Appointments are for terms of two years.

LIBRARY BOARD OF TRUSTEES

The board advises the County Commissioners on matters relating to the Cabarrus County Library system, including the planning of programs, policies, facilities and budgetary matters. The seven-member board includes representatives selected from the areas of Concord (one member appointed by the Concord City Council and one member appointed by the County Commissioners), Mt. Pleasant, Harrisburg, Midland, and Kannapolis (2). Appointments are for terms of three years.

MOUNT PLEASANT PLANNING BOARD AND BOARD OF ADJUSTMENT

This board guides, reviews, regulates land development within and around the boundaries of the Town of Mt. Pleasant and hears and decides on appeals of zoning within the Town's jurisdiction. The Board of Commissioners appoints two persons who reside within the Town's extraterritorial jurisdiction area for terms of three years.

NURSING HOME COMMUNITY ADVISORY COMMITTEE

This 12-member committee seeks to maintain the intent of the Nursing Home Residents Bill of Rights for those persons residing in nursing homes, works to ensure appropriate conditions within the nursing homes and promotes community involvement with those homes. Members cannot be employed by a nursing home nor have any financial interest, directly or indirectly, in a nursing home. Also, no immediate family of a nursing home resident in Cabarrus County can serve on the committee. Initial appointments are made for terms of one year with successive appointments of three years.

PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY

The authority seeks to enhance public/private health care partnerships, stabilize county dollars going to support health services, and to provide consolidation and long range planning for health services. It also acts as the local board of health and is charged to protect and promote the public health of the citizens of Cabarrus County. Membership is as follows: Member or designee of the Board of County Commissioners; Member of the Cabarrus County Medical Society; Member of the Cabarrus Physicians Organization; Member or designee of the CMC-NorthEast Medical Center Board of Trustees; Member of the Cabarrus County Schools System or Kannapolis City Schools System; a dentist practicing in or has previously practiced dentistry in Cabarrus County; and three members from the general public not affiliated with the above organizations, but recommended by the nominees of those organizations.

REGION F AGING ADVISORY COMMITTEE

This committee advises the Centralina Council of Governments (COG) staff and COG Board on area plans for the aging within the nine-county region. County Commissioners appoint three members and one alternate to the 26-member regional committee. The appointments are for terms of two years except for the alternate appointment, which is a one-year term.

ROWAN-CABARRUS COMMUNITY COLLEGE (RCCC) BOARD OF TRUSTEES

This board governs the operation of the community college according to State law. The Cabarrus County Board of Commissioners makes two four-year appointments to the Board of Trustees.

SENIOR CENTERS ADVISORY COUNCIL

The Senior Centers Advisory Council aids in determining senior citizen activities to be provided by the County as well as activities and operations at the senior centers. The council is comprised of 11 members (and 4 ex-officio members) who work closely with the Active Living and Parks Department and Senior Center staff. Appointments are for three-year terms.

TOURISM AUTHORITY

This 12-member board is charged with the development of tourism, tourist-related events, facilities and other activities that serve to increase the amount of tourism in the County. The Board of Commissioners appoints membership as follows: Three members from nominations submitted by the County, including a County Commissioner or County Manager and one hotelier; six members from nominations submitted by the Cabarrus County Tourism Authority Board including two hoteliers and two persons currently active in the promotion of tourism in the County; and three members from nominations submitted by the Cabarrus Regional Chamber of Commerce including one hotelier. Appointments are for terms of three years.

TRANSPORTATION ADVISORY BOARD

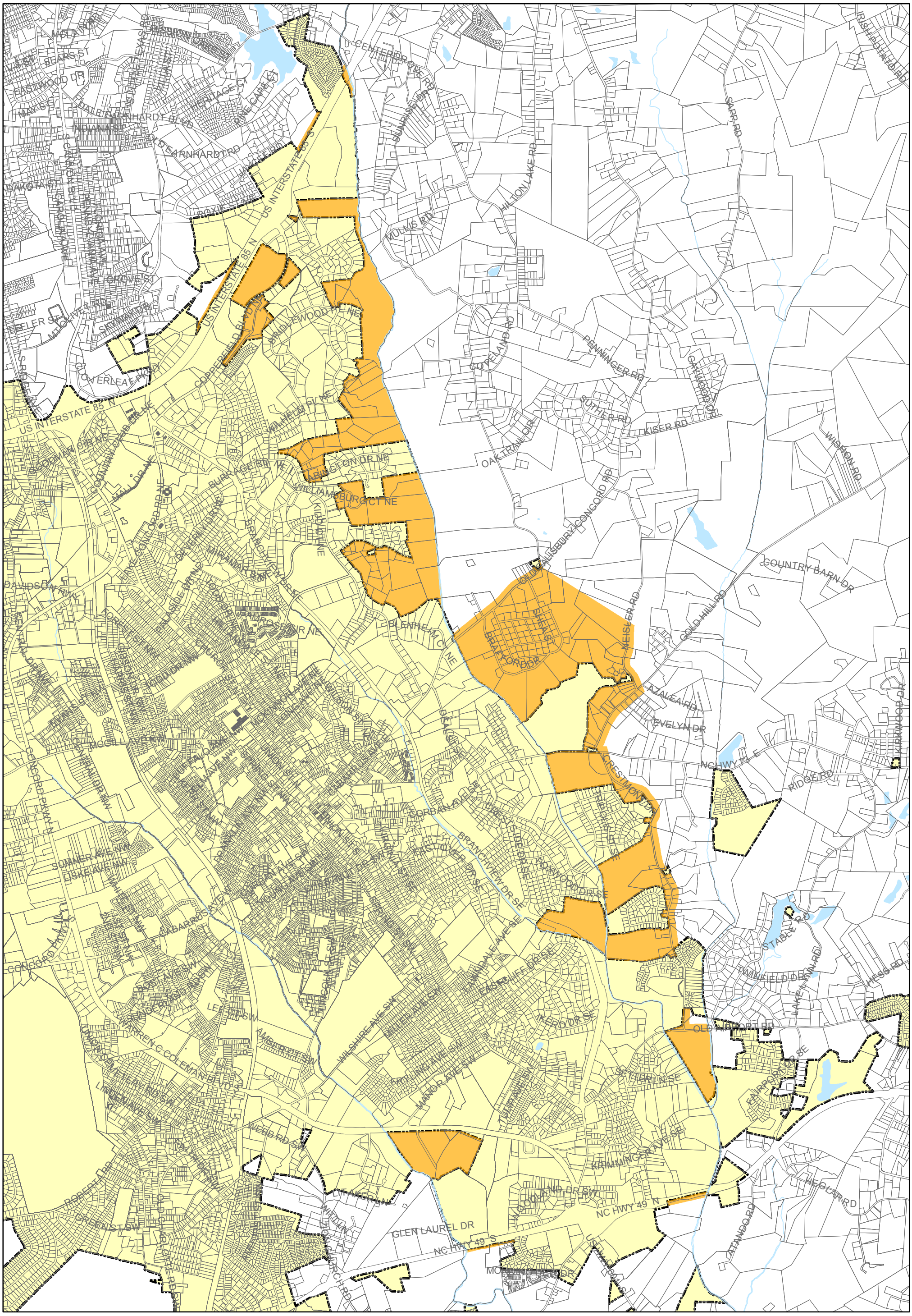
This 18-member board works to advance coordination between the County and human service agencies, to monitor transportation services and to advise the Board on issues related to human service transportation policy matters. Members include representatives from the Department of Social Services, Cabarrus Health Alliance, Department of Aging, Cabarrus EMS, L.I.F.E. Center, Cabarrus Workshop, Healthy Cabarrus, Head Start, Piedmont Behavioral Healthcare and a representative of the visually impaired in the county.

WATER & SEWER AUTHORITY OF CABARRUS COUNTY

The Water and Sewer Authority (WSACC) was established in 1992 by Cabarrus County and the four municipalities for the purpose of planning, constructing, owning, operating and maintaining water and sewer facilities in Cabarrus County. Membership of the board is as follows: two members appointed by Cabarrus County; two members appointed by the City of Concord; two members appointed by the City of Kannapolis; one member appointed by the Town of Harrisburg; one member appointed by the Town of Mt. Pleasant; and one at-large member appointed by Cabarrus County with the advice of the municipalities. Appointments are for terms of three years.

YOUTH COMMISSION

The purpose of the 22-member Youth Commission is to provide teens in the community an opportunity to be active citizens. Through experiences and education, youth will be empowered in the community. The Youth Commission will expose teens to county government, allow teens an opportunity to discuss issues, and interact with county commissioners and employees through youth-adult partnerships.



City of Concord
Extraterritorial Jurisdiction (ETJ)

Map created: 6-3-2009

Application for Appointment to Cabarrus County Advisory Boards and Committees

The Cabarrus County Board of Commissioners believes all citizens should have the opportunity to participate in government decisions. One way of participating is serving as a citizen member on one of the County's various advisory boards. If you wish to be considered for appointment to an advisory board, complete this form and submit it.

Once you click to submit, your application will go to the **CLERK TO THE BOARD OF COMMISSIONERS**. For more information about the various boards, or for questions about this form or its process, you may contact the Clerk, **Lauren Linker, at (704) 920-2109**.

Advisory Board(s) / Committee(s) Interested In: (list in order of preference)

Choice 1: *

Choice 2: *

Choice 3: *

First name: *

Last name: *

Home address: *

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Is your mailing address different from your home address? *

◯ Yes ◯ No

Home phone number: *

Must be in format xxx-xxx-xxxx

Work phone number:

Must be in format xxx-xxx-xxxx

Cell phone number:

Must be in format xxx-xxx-xxxx

Fax number:

Must be in format xxx-xxx-xxxx

Email address: *

Occupation:

Business address: *

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Do you have a NC Driver's license? *

◯ Yes ◯ No

Age: *

How many hours are you available PER MONTH for this position? *

What is the best time of day to contact you? *

Background

Education:

Business and Civic Experience:

Areas of Interest/Skills:

Other County Boards, Committees, Commissions presently serving on:

Term expiration date:

Have you ever been charged with and/or convicted of a criminal offense? *

◯ Yes ◯ No

References

List three persons who are not related to you and who have definite knowledge of your qualification and fitness for the position for which you are appyling.

Reference first name: *

Reference last name: *

Reference business or occupation: *

Reference address: *

Street Address

Address Line 2

City

State / Province / Region

Postal / Zip Code

Country

Reference phone number: *

Must be in format xxx-xxx-xxxx

Add Reference

I understand this application will be kept on active file for two years and I hereby authorize Cabarrus County to verify all information included in this application. I further understand this application is subject to the NC Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards and committees are subject to the NC Open Meetings Law (NCGS 143-318.10).

Applicant signature: *

Sign

Submit

Cabarrus County Youth Commission
Application

Full Name: _____ _____M _____F (check one)

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone (home): (_____)_____ (cell): (_____)_____

E-mail: _____ Date of Birth: _____

Name(s) of Parents or Guardians: _____

High School: _____ Grade: _____

Cumulative High School GPA: _____ Year of Expected Graduation: _____

School groups/clubs/activities in which you participate: _____

_____

List other activities you have been involved in through church, clubs, community, etc. _____

_____

_____

What interests you about being a member of the Youth Commission?_____

_____

_____

What do you hope to accomplish though being a member of the Youth Commission? What do you hope to learn?

_____

_____

_____

_____

_____

_____

_____

10/2012

Are you available for evening meetings? _____

References:

Name: _____ Phone: _____

Relationship to you: _____

Name: _____ Phone: _____

Relationship to you: _____

Applicant Signature: _____ Date: _____

Parent/Guardian Signature: _____

Please return this application in person or via mail to:

Lauren Linker
Clerk to the Board
Cabarrus County
P.O. Box 707
Concord, NC 28026-0707
Fax: 704-920-2820
lelinker@cabarruscounty.us

10/2012

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Reports

SUBJECT:
Budget - Monthly Budget Amendment Report

BRIEF SUMMARY:
Monthly report of Budget Amendments. This report shows all transfers of money from one appropriation to another in accordance with the Budget Ordinance for FY 2025-2026.

REQUESTED ACTION:
For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Rosh Khatri, Budget Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- Report

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	05	50386	BUA	11/13/2025	11/13/2025	Overages	blconrad	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	00192115	9340		2110	Overages	T	adjust for Budget OVERAGES Uniforms	2,000.00		
2	00192119	9113		2110	Overages	T	adjust for Budget OVERAGES Overtime	104,000.00		
3	00192130	9316		2110	Overages	T	adjust for Budget OVERAGES Supplies	2,000.00		
4	00192115	9301		2110	Overages	T	adjust for Budget OVERAGES Office Supplies		2,000.00	
5	00192110	9113		2110	Overages	T	adjust for Budget OVERAGES Overtime		104,000.00	
6	00192130	9301		2110	Overages	T	adjust for Budget OVERAGES Office Supplies		2,000.00	
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	05	50551	BUA	11/18/2025	11/18/2025	F-7	snpolitis	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	00192410	9708		BOC	F-7		cnst stndrds suite reno Cont to Capital Project Fund	2,000,000.00		
2	00162410	6901		BOC	F-7		cnst stndrds suite reno Fund Balance Appropriated		2,000,000.00	
3	38092410	9821	INSPT	BOC	F-7		cnst stndrds suite reno Building and Renovations	2,000,000.00		
4	38062410	6902	INSPT	BOC	F-7		cnst stndrds suite reno Contribution From General Fund		2,000,000.00	
5	001	5704		BOC	F-7		Appropriations		2,000,000.00	1
6	001	5703		BOC	F-7		Estimated Revenues	2,000,000.00		1
7	380	5704		BOC	F-7		Appropriations		2,000,000.00	1
8	380	5703		BOC	F-7		Estimated Revenues	2,000,000.00		1
							** JOURNAL TOTAL	4,000,000.00	4,000,000.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2026	05	50553	BUA	11/18/2025	11/18/2025	F-9	snpolitis	1	N	Hist	2026	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	00162130	637401	TKC		F-9		acceptance of tech grant Kimbles Technology Grant		5,000.00	
2	00192130	9342	TKC		F-9		acceptance of tech grant Minor Technology Equipment	5,000.00		
3	001	5704			F-9		Appropriations		5,000.00	1
4	001	5703			F-9		Estimated Revenues	5,000.00		1
							** JOURNAL TOTAL	5,000.00	5,000.00	
							** GRAND TOTAL	4,005,000.00	4,005,000.00	

3 Journals printed

** END OF REPORT - Generated by Sophia Politis **

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Reports

SUBJECT:
Budget - Monthly Financial Update

BRIEF SUMMARY:
Monthly reports displaying relevant information regarding the year-to-date budget.

REQUESTED ACTION:
For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Rosh Khatri, Budget Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

Report

Cabarrus County, North Carolina
General Fund
Statement of Revenues and Expenditures - Budget and Actual
As of November 30, 2025*

*this report was pulled prior to month end close

	Budgeted Amounts				Variance with	% Collected
	Original	Final	Actual Amounts	Encumbrances*	Final Budget	or Used
REVENUES						
Ad Valorem Taxes & Interest	(280,066,034)	(280,066,034)	(58,345,080)	$ -	$ 221,720,954	20.8%
Other Taxes	(49,039,740)	(49,039,740)	(11,797,758)	-	37,241,982	24.1%
Intergovernmental Revenues	(31,450,692)	(32,172,636)	(8,689,353)	-	23,483,282	27.0%
Permits and Fees	(9,652,880)	(9,652,880)	(4,924,197)	-	4,728,683	51.0%
Sales and Services	(19,219,193)	(19,239,834)	(7,151,551)	-	12,088,283	37.2%
Investment Earnings	(4,500,000)	(4,500,000)	(2,387,790)	-	2,112,210	53.1%
Miscellaneous/Other Finance Sources	(5,582,708)	(21,269,033)	(2,512,722)	-	18,756,311	11.8%
TOTAL REVENUES	**(399,511,247)**	**(415,940,156)**	**(95,808,451)**	**$ -**	**$ 320,131,705**	**23.0%**
EXPENDITURES						
GENERAL GOVERNMENT						
Board of Commissioners	$ 644,168	$ 644,168	$ 217,516	$ -	426,652	33.8%
Legal	999,780	1,029,575	263,208	29,795	736,572	28.5%
County Manager	1,414,043	1,968,693	618,058	45,400	1,305,235	33.7%
Budget	491,624	491,624	182,815	-	308,809	37.2%
Strategy	461,078	461,078	59,014	-	402,064	12.8%
Procurement	268,847	268,847	96,498	-	172,350	35.9%
Communications	1,022,356	1,022,356	344,424	5,500	672,432	34.2%
Safety & Risk	306,065	306,065	108,836	-	197,229	35.6%
Human Resources	1,806,198	1,893,098	639,235	14,015	1,239,848	34.5%
Tax Collector	1,312,320	1,312,320	412,233	-	900,087	31.4%
Tax Administration	3,480,407	3,484,207	1,284,071	3,800	2,196,336	37.0%
Board of Elections	1,768,456	1,768,456	446,095	176,747	1,145,614	35.2%
Register of Deeds	885,667	885,667	369,507	-	516,160	41.7%
Finance	2,153,182	2,153,182	687,987	105,669	1,359,526	36.9%
Information Technology	10,047,588	11,439,479	4,676,500	1,222,677	5,540,302	51.6%
Non-departmental*	3,613,785	3,774,641	523,699	794,406	2,456,537	34.9%
Facility Design & Construction	358,832	358,832	134,105	-	224,727	37.4%
Infrastructure & Asset Management						
Grounds Maintenance	2,695,327	2,834,212	804,106	1,027,774	1,002,331	64.6%
Administration	3,737,145	3,745,116	1,200,571	75,859	2,468,686	34.1%
Sign Maintenance	305,205	309,379	79,728	14,527	215,124	30.5%
Building Maintenance	4,473,308	4,554,772	1,273,432	794,415	2,486,925	45.4%
Facility Services	3,836,259	3,836,259	1,255,851	363,244	2,217,164	42.2%
Fleet Maintenance	1,037,066	1,038,958	327,944	45,265	665,749	35.9%
Contribution to Other Funds	41,633,975	41,144,975	41,133,975	-	11,000	100.0%
Total General Government	**$ 88,752,681**	**$ 92,675,957**	**$ 57,139,405**	**$ 4,719,093**	**$ 30,817,460**	**66.7%**
PUBLIC SAFETY						
Sheriff						
Administration & Operations	$ 30,477,051	$ 30,238,900	9,510,093	2,791,034	$ 17,937,774	40.7%
Harrisburg Division	4,334,536	4,342,536	1,412,417	137,977	2,792,141	35.7%
Midland Division	535,107	535,107	193,895	-	341,212	36.2%
Mt. Pleasant Division	482,827	482,827	173,347	-	309,480	35.9%
School Resource Officers	3,630,896	3,709,734	1,329,573	-	2,380,161	35.8%
Communications	-	4,085,241	1,592,941	-	2,492,300	39.0%
Detention Center	21,554,220	21,876,922	7,759,375	1,807,518	12,310,029	43.7%
Animal Control	1,426,330	1,531,616	498,312	185,418	847,886	44.6%
Animal Shelter	1,012,556	1,063,747	336,671	193	726,883	31.7%
Courts Maintenance	1,267,713	1,277,497	449,820	147,863	679,814	46.8%
Construction Standards	6,126,981	8,196,974	2,884,339	140,668	5,171,967	36.9%
Emergency Management	483,981	525,235	166,295	-	358,940	31.7%
Fire Services	2,343,577	2,343,577	797,527	218,160	1,327,890	43.3%
Fire Districts	2,162,708	2,162,708	565,664	-	1,597,044	26.2%
Emergency Medical Services	20,110,669	21,064,592	7,377,397	1,675,110	12,012,084	43.0%
Emergency Telephone	117,300	1,863,983	37,555	934,501	891,928	52.1%
Other Public Safety*	1,670,901	1,670,901	651,779	300,469	718,653	57.0%
Total Public Safety	**$ 97,737,353**	**$ 106,972,099**	**$ 35,737,001**	**$ 8,338,911**	**$ 62,896,186**	**41.2%**

* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

Cabarrus County, North Carolina
General Fund
Statement of Revenues and Expenditures - Budget and Actual
As of November 30, 2025*

*this report was pulled prior to month end close

	Budgeted Amounts				Variance with	% Collected
	Original	Final	Actual Amounts	Encumbrances*	Final Budget	or Used
ECONOMIC & PHYSICAL DEVELOPMENT						
Planning & Development						
Planning	733,516	733,516	$ 272,025	$ -	$ 461,491	37.1%
Community Development	1,008,271	1,039,332	335,813	-	703,519	32.3%
Soil & Water Conservation	442,761	442,761	163,922	-	278,839	37.0%
Zoning Administration	314,507	314,507	121,168	-	193,339	38.5%
Economic Development Corporation	841,726	841,726	508,312	14,502	318,912	62.1%
Economic Development Incentives	2,430,000	3,861,218	516,643	-	3,344,575	13.4%
Other Economic & Physical Development*	2,322,325	2,518,600	102,947	72,000	2,343,653	6.9%
Total Economic & Physical Development	**$ 8,093,106**	**$ 9,751,660**	**$ 2,020,830**	**$ 86,502**	**$ 7,644,328**	**21.6%**
HUMAN SERVICES						
Veterans Services	$ 586,770	$ 586,770	$ 188,668	$ -	$ 398,102	32.2%
Cooperative Extension	476,226	496,187	$ 145,622	-	350,565	29.3%
Human Services						
Business Operations	860,943	860,943	342,843	-	518,100	39.8%
Administration	7,555,780	7,556,375	2,732,959	694,835	4,128,581	45.4%
Economic Family Support Services	2,489,303	2,635,630	863,434	40,000	1,732,196	34.3%
Food and Nutrition Services	2,979,175	2,979,175	1,093,335	-	1,885,840	36.7%
Transportation	3,690,068	4,515,479	1,710,580	625,399	2,179,501	51.7%
Child Welfare	14,869,149	15,323,821	4,640,310	257,555	10,425,956	32.0%
Child Support Services	2,616,824	2,616,824	979,630	13,940	1,623,254	38.0%
Economic Services	11,263,201	11,263,201	4,042,808	-	7,220,393	35.9%
Adult and Family Services	3,417,117	3,415,617	1,243,956	27,149	2,144,512	37.2%
Nutrition	910,742	926,911	249,358	170,434	507,119	45.3%
Behavioral Health Division	348,349	348,349	130,558	-	217,791	37.5%
Senior Services	955,454	963,839	324,039	252,888	386,912	59.9%
Cabarrus Health Alliance	12,649,861	12,649,861	4,412,906	8,236,955	-	100.0%
Other Human Services*	945,511	947,371	534,183	431,588	(18,401)	101.9%
Total Human Services	**$ 66,614,473**	**$ 68,086,355**	**$ 23,635,192**	**$ 10,750,743**	**$ 33,700,420**	**50.5%**
EDUCATION						
Cabarrus County Schools Operating	$ 109,230,994	$ 109,230,994	$ 50,064,207	$ -	$ 59,166,788	45.8%
Kannapolis City Schools Operating	12,503,346	12,503,346	5,748,672	-	6,754,675	46.0%
RCCC Operating	4,903,500	4,903,500	2,043,125	-	2,860,375	41.7%
Cabarrus County Schools Capital	36,324	36,324	18,162	21,189	(3,027)	108.3%
Kannapolis City Schools Capital	8,832	8,832	4,416	5,152	(736)	108.3%
RCCC Capital	-	-	-	-	-	-
Other Education*	148,534	148,534	68,079	39,245	41,211	72.3%
Total Education	**$ 126,831,530**	**$ 126,831,530**	**$ 57,946,660**	**$ 65,586**	**$ 68,819,285**	**45.7%**
CULTURE & RECREATION						
Active Living & Parks						
Parks	$ 2,800,941	$ 2,820,321	$ 934,946	$ 83,258	$ 1,802,117	36.1%
Senior Centers	1,228,436	1,228,436	370,091	3,150	855,195	30.4%
Library System	7,425,727	7,551,798	2,549,233	154,043	4,848,522	35.8%
Other Cultural & Recreation*	27,000	27,000	27,000	138,000	(138,000)	611.1%
Total Culture & Recreation	**$ 11,482,104**	**$ 11,627,555**	**$ 3,881,270**	**$ 378,451**	**$ 7,367,834**	**36.6%**
DEBT SERVICE						
Schools	$ -	$ -	$ -	$ -	$ -	-
Other	-	-	-	-	-	-
Total Debt Service	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL EXPENDITURES	**$ 399,511,247**	**$ 415,945,156**	**$ 180,360,359**	**$ 24,339,285**	**$ 211,245,512**	**49.2%**
Excess (deficiency) of revenues over (under) expenditures	**$ -**	**$ (5,000)**	**$ (84,551,908)**	**$ (24,339,285)**	**$ (108,886,193)**	

* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

Cabarrus County, North Carolina
Community Investment Fund
Statement of Revenues and Expenditures - Budget and Actual
As of November 30, 2025*

***this report was pulled prior to month end close**

	Budgeted Amounts				Variance with	% Collected
	Original	Final	Actual Amounts	Encumbrances*	Final Budget	or Used
REVENUES						
Other Taxes	$ (28,710,260)	$ (28,710,260)	$ (7,311,110)	$ -	$ 21,399,150	25.5%
Intergovernmental Revenues	(404,000)	(404,000)	(192,446)	-	211,554	47.6%
Investement Earnings	(2,000,000)	(2,000,000)	(82,248)	-	1,917,752	4.1%
Other Finance Sources	(62,795,997)	(98,166,955)	(42,795,568)	-	55,371,387	43.6%
TOTAL REVENUES	**$ (93,910,257)**	**$ (129,281,215)**	**$ (50,381,373)**	**$ -**	**$ 78,899,843**	**39.0%**
EXPENDITURES						
Operations	$ 91,260,257	$ 126,631,215	$ 67,706,929	$ 453,746	$ 58,470,540	53.8%
Capital Outlay	2,650,000	2,650,000	-	-	2,650,000	0.0%
TOTAL EXPENDITURES	**$ 93,910,257**	**$ 129,281,215**	**$ 67,706,929**	**$ 453,746**	**$ 61,120,540**	**52.7%**
Excess (deficiency) of revenues over (under) expenditures	**$ -**	**$ -**	**$ (17,325,556)**	**$ (453,746)**	**$ 17,779,303**	

* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

Cabarrus County, North Carolina
Other Funds
Statement of Revenues and Expenditures - Budget and Actual
As of November 30, 2025*
*this report was pulled prior to month end close

	Budgeted Amounts				Variance with	% Collected
	Original	Final	Actual Amounts	Encumbrances*	Final Budget	or Used
Arena and Events Center						
REVENUES						
Arena Other Finance Source Revenues	$ (2,006,208)	$ (2,281,652)	$ (703,530)	$ -	$ 1,578,123	30.8%
Fair Sales and Services	(632,000)	(632,000)	(744,493)	-	(112,493)	117.8%
Fair Investment Earnings	(60,000)	(60,000)	-	-	60,000	0.0%
Fair Miscellaneous Revenue	(5,000)	(5,000)	(8,991)	-	(3,991)	179.8%
Total Arena and Events Center Fund	**$ (2,703,208)**	**$ (2,978,652)**	**$ (1,457,014)**	**$ -**	**$ 1,521,638**	**48.9%**
EXPENDITURES						
Arena and Events Center	$ 1,403,133	$ 1,645,627	$ 359,203	$ 44,104	$ 1,242,320	24.5%
County Fair	1,300,075	1,333,025	865,611	93,562	373,852	72.0%
Total Arena and Events Center Fund	**$ 2,703,208**	**$ 2,978,652**	**$ 1,224,814**	**$ 137,666**	**$ 1,616,172**	**45.7%**
Landfill Fund						
REVENUES						
Intergovernmental Revenues	$ (53,000)	$ (53,000)	$ (15,032)	$ -	$ 37,968	28.4%
Permits and Fees	(180,000)	(180,000)	(71,497)	-	108,503	39.7%
Sales and Services	(1,874,000)	(1,874,000)	(608,378)	-	1,265,622	32.5%
Investment Earnings	-	-	-	-	-	100.0%
Other Financing Sources	(724,274)	(825,236)	(724,274)	-	100,962	87.8%
Total Landfill Fund	**$ (2,831,274)**	**$ (2,932,236)**	**$ (1,419,181)**	**$ -**	**$ 1,513,055**	**48.4%**
EXPENDITURES						
Landfill Operations	$ 2,906,274	$ 3,007,236	$ 922,147	$ 383,078	$ 1,702,011	43.4%
Total Landfill Fund	**$ 2,906,274**	**$ 3,007,236**	**$ 922,147**	**$ 383,078**	**$ 1,702,011**	**43.4%**
911 Emergency Telephone Fund						
REVENUES						
Intergovernmental Revenues	$ (442,764)	$ (2,012,599)	$ (147,588)	$ -	$ 1,865,011	7.3%
Investment Earnings	(10,000)	(39,071)	-	-	39,071	0.0%
Other Finance Sources	(13,121)	(518,899)	-	-	518,899	0.0%
Total 911 Emergency Telephone Fund	**$ (465,885)**	**$ (2,570,569)**	**$ (147,588)**	**$ -**	**$ 2,422,981**	**5.7%**
EXPENDITURES						
Operations	$ 317,885	$ 333,691	$ 194,773	$ 22,500	$ 116,419	65.1%
Debt Service	-	-	-	-	-	0.0%
Captial Outlay	148,000	2,236,878	-	455,918.72	1,780,959	0.0%
Total 911 Emergency Telephone Fund	**$ 465,885**	**$ 2,570,569**	**$ 194,773**	**$ 478,419**	**$ 1,897,378**	**26.2%**
Self-Insured Funds						
REVENUES						
Sales and Services	$ (28,315,627)	$ (28,315,627)	$ (9,734,183)	$ -	$ 18,581,444	34.4%
Investment Earnings	(125,000)	(125,000)	(6)	-	124,994	0.0%
Miscellaneous	(725,000)	(725,000)	(327,613)	-	397,387	45.2%
Other Finance Sources	(3,062,563)	(3,898,726)	-	-	3,898,726	0.0%
Total Self-Insured Funds	**$ (32,228,190)**	**$ (33,064,353)**	**$ (10,061,802)**	**$ -**	**$ 23,002,551**	**30.4%**
EXPENDITURES						
Workers Compensation Insurance	$ 4,861,018	$ 4,861,018	$ 2,915,949	$ -	$ 1,945,069	60.0%
Liability Insurance	2,702,000	3,191,000	1,451,871	-	1,739,129	45.5%
Dental Insurance	800,000	800,000	317,037	-	482,963	39.6%
Hospitalization Insurance	23,865,172	24,212,335	7,878,905	2,205,310	14,128,120	41.6%
Total Self-Insured Funds	**$ 32,228,190**	**$ 33,064,353**	**$ 12,563,762**	**$ 2,205,310**	**$ 18,295,281**	**44.7%**

Cabarrus County, North Carolina
Other Funds
Statement of Revenues and Expenditures - Budget and Actual
As of November 30, 2025*
*this report was pulled prior to month end close

	Budgeted Amounts				Variance with	% Collected
	Original	Final	Actual Amounts	Encumbrances*	Final Budget	or Used
Fire Districts Fund						
REVENUES						
Ad Valorem Taxes	$ (9,650,712)	$ (9,650,712)	$ (2,002,683)	$ -	$ 7,648,029	20.8%
Total Fire Districts Fund	**$ (9,650,712)**	**$ (9,650,712)**	**$ (2,002,683)**	**$ -**	**$ 7,648,029**	**20.8%**
EXPENDITURES						
Fire Districts	$ 9,650,712	$ 9,650,712	$ 1,932,729	$ -	$ 7,717,983	20.0%
Total Fire Districts Fund	**$ 9,650,712**	**$ 9,650,712**	**$ 1,932,729**	**$ -**	**$ 7,717,983**	**20.0%**
Social Services Fund						
REVENUES						
Sales and Services	$ (475,000)	$ (475,000)	$ -	$ -	$ 475,000	0.0%
Total Social Services Fund	**$ (475,000)**	**$ (475,000)**	**$ -**	**$ -**	**$ 475,000**	**0.0%**
EXPENDITURES						
Operations	$ 475,000	$ 475,000	$ -	$ -	$ 475,000	0.0%
Total Social Services Fund	**$ 475,000**	**$ 475,000**	**$ -**	**$ -**	**$ 475,000**	**0.0%**
Intergovernmental Fund						
REVENUES						
Sales and Services	$ (2,605,000)	$ (2,605,000)	$ (444,241)	$ -	$ 2,160,759	17.1%
Total Intergovernmental Fund	**$ (2,605,000)**	**$ (2,605,000)**	**$ (444,241)**	**$ -**	**$ 2,160,759**	**17.1%**
EXPENDITURES						
Operations	$ 2,605,000	$ 2,605,000	$ 342,122	$ -	$ 2,262,878	13.1%
Total Intergovernmental Fund	**$ 2,605,000**	**$ 2,605,000**	**$ 342,122**	**$ -**	**$ 2,262,878**	**13.1%**
Opioid Setlement Fund						
REVENUES						
Investment Earnings	$ -	$ -	$ (116,506)	$ -	$ (116,506)	#DIV/0!
Miscellaneous	$ (1,400,000)	$ (1,400,000)	$ (1,837,610)	$ -	$ (437,610)	131.3%
Other Finance Sources	$ (1,789,703)	$ (2,520,866)	$ -	$ -	$ 2,520,866	0.0%
Total Opioid Fund	**$ (3,189,703)**	**$ (3,920,866)**	**$ (1,954,116)**	**$ -**	**$ 1,966,750**	**49.8%**
EXPENDITURES						
Operations	$ 3,189,703	$ 3,920,866	$ 614,612	$ 1,445,828	$ 1,860,425	15.7%
Total Opioid Fund	**$ 3,189,703**	**$ 3,920,866**	**$ 614,612**	**$ 1,445,828**	**$ 1,860,425**	**15.7%**
TOTAL REVENUES	**$ (54,148,972)**	**$ (58,197,388)**	**$ (17,486,625)**	**$ -**	**$ 40,710,763**	**30.0%**
TOTAL EXPENDITURES	**$ 54,223,972**	**$ 58,272,388**	**$ 17,794,959**	**$ 4,650,301**	**$ 1,860,425**	**38.5%**
Excess (deficiency) of revenues over (under) expenditures	**$ (75,000)**	**$ (75,000)**	**$ (308,334)**	**$ (4,650,301)**	**$ 38,850,338**	

* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Reports

SUBJECT:
Communications and Outreach - Monthly Summary Report

BRIEF SUMMARY:
The Communications and Outreach Department provides a monthly report.

REQUESTED ACTION:
For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Jonathan Weaver, Communications and Outreach Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

Report

COMMUNICATIONS & OUTREACH MONTHLY REPORT

Honoring CabCo Military Veterans

Each year, Communications partners with **HR** and the **Cabarrus Arena & Events Center** to honor County employees who served the country and CabCo during the annual **Veteran Employee Appreciation Breakfast**. **Communications Coordinator Tiffany Powell** oversees the design and distribution of invitations, the management of RSVPs, decor, gift design and procurement as well as post-event follow-up.

Director Jonathan Weaver captured the **Boys & Girls Club of Cabarrus County's Annual Veterans Day Celebration** and helped coordinate a special, surprise tribute to **Veterans Services Director Tony Miller**.

The team also covered the **Midland LunchPlus Club** veterans celebration for a **CTW** spot that highlights the benefits of the program.






Cabarrus This Week

HOT TOPICS

Cabarrus Municipal Election · LunchPlus · Parades
Extension Eats · Boys & Girls Club Veterans Day Celebration

Views: 46K

TOP SOCIAL MEDIA STORIES

Remembering Lynn Shue



Views: **77K**

Team CabCo at Concord Christmas Parade



Views: **34K**

Why Stephanie loves Team CabCo

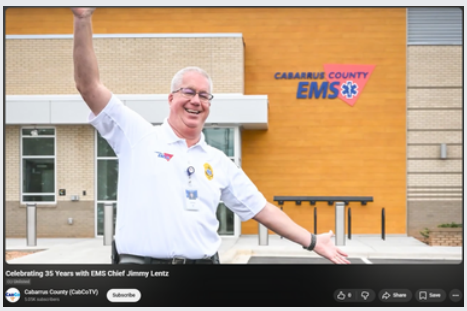


Views: **31K**

PROJECTS, EVENTS & MORE

Preparing to recognize Team CabCo service milestones

Each year, Communications partners with **HR** to honor the work of employees who've reached service milestones with the County. In preparation for the December event, **Communications Coordinator Tiffany Powell** organized the speakers, wrote the script and run of show, created the PowerPoint and designed the invitation and program. **Content Producer Jaelyn McCrea** produced a special tribute for this year's longest-serving honoree, **EMS Chief Jimmy Lentz.**



District DECA judging participation



North Carolina DECA gathers over 1,000 high school marketing students to practice real-world business skills through role-play scenarios. **Communications Manager Dominique Clark** served as a judge at the **District DECA Career Conference**, overseeing students as they analyzed business situations, proposed solutions and demonstrated key performance indicators. She then evaluated their performance using a standardized rubric.

Gearing up for the holiday parade season

Communications partners with **Michael Ash** and **Jonathan Drye (IAM Sign Shop)** to design and create the County's holiday floats. **Communications Manager Dominique Clark** takes the lead on the design aspect of the projects. She also coordinates the riders and walkers of each parade and handles all aspects of communication with participants. This year's float, All is Bright, debuted at the **97th Concord Christmas Parade** on November 22.



Celebrating open homes and hearts



Director Jonathan Weaver and **Content Producer Jaelyn McCrea** partnered with **DSS** to film the **2025 Adoption Day** event, celebrating the families formed through adoption. In addition to the video, a media release showcased the event and the meaningful impact fostering and adopting have on youth.

Cabarrus Health Fair promo

Communications Specialist Macy Andrews partnered with **DSS** to develop a social media campaign promoting the **Cabarrus Health Fair**. She also spotlighted the **Cold Weather Gear Drive**, which collected winter items to distribute at the event.



Commissioner relations: Tribute and Transition



Throughout November, the team coordinated a comprehensive communications effort following the passing of **Lynn Shue**. The team developed and distributed a media release to inform the community, created a photo gallery highlighting memorable moments for social media and produced a **Did Y'all Hear?** podcast episode celebrating Lynn's life and passions. In addition, the team prepared and distributed a media release announcing **Ian Patrick** as the recommended candidate to fill the vacancy.

MEDIA / NEWSLETTER INSIGHTS

Facebook & Instagram

384 New followers

79 Posts/Stories

401K Views

LinkedIn

5K Impressions

81 New followers

4 Posts

YouTube

11.1K Views

1.1K Subscribers

35 Watch time (hours)

DirectConnect & CabConnect

14 Connects sent

50.25% Open rate

14.62% Above overall industry average open rate

Did Y'all Hear? Podcast Downloads **75**

Media Releases/ Appearances **11**

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Reports

SUBJECT:
County Manager - Cabarrus Arena and Events Center Financial Report

BRIEF SUMMARY:
Attached is the financial report for the Cabarrus Arena and Events Center.

REQUESTED ACTION:
No action required. For informational purposes.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Kelly Sifford, AICP
Interim County Manager

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- Report

CABARRUS ARENA & EVENTS CENTER

Financial Statements

For Month Ending October 31, 2025

Cabarrus Arena & Events Center

Financial Statements
Table of Contents

Income Statement	1
Food & Beverage Income Statement	2
Financial Statement Highlights – Current Month	3
Financial Statement Highlights – Year-to-Date	4
Balance Sheet	5
Balance Sheet Supporting Schedules	6
Monthly Event Income Statements	7 - 19
Yearly Event Income Statement	20
Year-to-Date Event Income Summary	21
Other Operating Income Statement	22
Indirect Expenses Summary	23
Indirect Expenses Detail	24
Departmental Income Statements	25 - 32
Forecast	33
Fee Forecast	34
AR Aging	35
AP Aging	36
Advance Deposits	37

Cabarrus Arena & Events Center
Income Statement
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
EVENT INCOME						
Direct Event Income						
Rental Income	$ 83,284	$ 87,483	$ 100,685	$ 295,596	$ 290,101	$ 297,542
Service Revenue	179,316	79,893	119,740	438,938	180,245	274,437
Service Expenses	(168,056)	(44,141)	(75,904)	(376,776)	(93,044)	(188,824)
Total Direct Event Income	94,544	123,235	144,521	357,758	377,302	383,155
Ancillary Income						
F & B Concessions	40,830	34,562	27,302	58,188	49,959	40,964
F & B Catering	15,881	21,585	4,850	44,803	57,498	23,700
Novelty Sales	3,641	500	500	3,641	2,000	2,000
Parking	47,125	51,142	43,205	102,067	93,902	82,408
Total Ancillary Income	107,477	107,789	75,857	208,699	203,359	149,072
Other Event Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	9,391	0	0	9,391	4,603	3,556
Facility Fees	8,586	0	0	8,586	5,558	9,976
Total Other Event Income	17,977	0	0	17,977	10,161	13,532
Total Event Income	219,998	231,024	220,378	584,434	590,822	545,759
OTHER OPERATING INCOME						
Advertising	0	1,458	0	0	5,832	3,750
Ticket Rebates	0	0	0	0	0	0
Other Income	5,663	2,125	1,193	11,653	8,500	1,254
Total Other Operating Income	5,663	3,583	1,193	11,653	14,332	5,004
Adjusted Gross Income	225,661	234,607	221,571	596,087	605,154	550,763
INDIRECT EXPENSES						
Salaries & Wages	81,170	87,418	84,709	353,149	349,672	338,768
Payroll Taxes & Benefits	16,753	27,542	14,215	73,105	110,168	62,214
Net Salaries and Benefits	97,923	114,960	98,924	426,254	459,840	400,982
Contracted Services	0	0	0	0	0	0
General and Administrative	18,774	23,769	20,344	70,733	95,076	78,337

Cabarrus Arena & Events Center
Income Statement
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Operating	3,765	7,587	5,017	19,363	30,348	28,391
Repairs & Maintenance	7,022	8,701	2,973	51,127	69,188	55,739
Operational Supplies	4,087	8,295	8,690	28,886	33,180	25,967
Insurance	9,984	17,264	14,485	130,742	69,056	62,420
Utilities	36,138	41,445	35,594	161,458	165,780	160,569
Other	0	0	0	0	0	0
SMG Management Fees	18,105	13,522	16,494	52,415	54,088	54,437
Total Indirect Expenses	195,798	235,543	202,521	940,978	976,556	866,842
Net Income (Loss)	$ 29,863	$ (936)	$ 19,050	$ (344,891)	$ (371,402)	$ (316,079)

SMG - Cabarrus Arena & Events Center
Food & Beverage Income Statement
For the One Month Ending October 31, 2025

	Current Month Actual	Current Month Budget	Last Year Actual	Year to Date Actual	Year to Date Budget	Last Year Actual
REVENUE						
Concession Revenue	$ 97,194	$ 91,696	$ 86,376	$ 167,870	$ 153,821	$ 144,827
Catering Revenue	44,202	59,666	25,858	130,987	131,958	73,325
Total Net Revenue	141,396	151,362	112,234	298,857	285,779	218,152
COST OF GOODS SOLD						
Concession CGS	33,055	30,891	31,377	61,584	53,333	50,677
Catering CGS	16,764	23,123	12,750	55,675	46,335	32,580
Total Cost of Goods Sold	49,819	54,014	44,127	117,259	99,668	83,257
DIRECT COSTS						
Concessions Labor	23,309	26,243	27,697	48,098	50,529	53,186
Catering Labor	10,641	14,001	6,883	28,673	26,991	15,670
Direct Concessions Costs	0	0	0	0	0	0
Direct Catering Costs	916	957	1,375	1,836	1,134	1,375
Total Direct Costs	34,866	41,201	35,955	78,607	78,654	70,231
GROSS PROFIT	56,711	56,147	32,152	102,991	107,457	64,664
INDIRECT EXPENSES						
Salaries Administration	10,734	10,437	9,595	41,880	41,748	36,124
General - Part-Time	218	667	3,886	3,480	2,668	7,813
Payroll Taxes	195	983	298	2,164	3,932	2,072
Benefits	75	1,745	50	292	6,980	(946)
401 (k)	432	313	306	1,705	1,252	1,076
Workers Compensation Ins.	225	292	112	1,049	1,168	787
Meals & Entertainment	0	25	0	0	100	0
Employee Training	0	21	0	0	84	0
Operating Supplies-F&B	0	0	904	0	0	3,347
Flower Decorations-F&B	0	1,250	154	0	5,000	154
Renewals & Replacements-F	846	750	1,636	846	3,000	4,016
Laundry & Linen-F&B	325	125	(215)	697	500	2,463
Repair&Maintenance-F&B	516	125	164	607	500	495
Equipment Rental-F&B	35	0	0	35	0	1,679
Miscellaneus Operating Exp	0	542	0	0	2,168	9

SMG - Cabarrus Arena & Events Center
Food & Beverage Income Statement
For the One Month Ending October 31, 2025

	Current Month Actual	Current Month Budget	Last Year Actual	Year to Date Actual	Year to Date Budget	Last Year Actual
Uniforms	284	42	511	284	168	770
Kitchen Supplies	759	333	1,973	1,206	1,332	4,489
F&B Base Fee	10,605	6,022	5,612	22,415	24,088	10,908
Total Indirect Expense	25,249	23,672	24,986	76,660	94,688	75,256
Net Income (Loss)	$ 31,462	$ 32,475	$ 7,166	$ 26,331	$ 12,769	$ (10,592)

SMG - Cabarrus Arena & Events Center
Financial Statements Monthly Highlights
For the Four Months Ending October 31, 2025

	Current Actual	Current Budget	Variance	Prior Year Actual	Variance
Attendance	22,902	24,035	(1,133)	22,395	507
Number of Performances	0	3	(3)	0	0
Event Days	20	36	(16)	24	(4)
Move-In/Move-Out Days	10	7	3	10	0
Gross Ticket Sales	75,346	0	75,346	0	75,346
Direct Event Income	94,544	123,235	(28,691)	144,521	(49,977)
Ancillary Income	107,477	107,789	(312)	75,857	31,620
Other Event Income	17,977	0	17,977	0	17,977
Total Event Income	219,998	231,024	(11,026)	220,378	(380)
Other Operating Income	5,663	3,583	2,080	1,193	4,470
Adjusted Gross Income	225,661	234,607	(8,946)	221,571	4,090
Indirect Expenses	(195,798)	(235,543)	39,745	(202,521)	6,723
Net Income (Loss) From Operations	29,863	(936)	30,799	19,050	10,813

SMG - Cabarrus Arena & Events Center
Financial Statements Year to Date Highlights
For the Four Months Ending October 31, 2025

	Year to Date Actual	Year to Date Budget	Variance	Prior YTD Actual	Variance
Attendance	39,427	51,709	(12,282)	40,225	(798)
Number of Performances	0	6	(6)	5	(5)
Event Days	88	100	(12)	86	2
Move-In/Move-Out Days	52	36	16	26	26
Gross Ticket Sales	75,346	10,161	65,185	34,424	40,922
Direct Event Income	357,758	377,302	(19,544)	383,155	(25,397)
Ancillary Income	208,699	203,359	5,340	149,072	59,627
Other Event Income	17,977	10,161	7,816	13,532	4,445
Total Event Income	584,434	590,822	(6,388)	545,759	38,675
Other Operating Income	11,653	14,332	(2,679)	5,004	6,649
Adjusted Gross Income	596,087	605,154	(9,067)	550,763	45,324
Indirect Expenses	(940,978)	(976,556)	35,578	(866,842)	(74,136)
Net Income (Loss) From Operations	(344,891)	(371,402)	26,511	(316,079)	(28,812)

SMG - Cabarrus Arena Events Center
Balance Sheet
October 31, 2025

ASSETS			
Current Assets			
Cash	$	234,287	
Accounts Receivable		64,776	
Prepaid Assets		0	
Inventory		52,565	
Total Current Assets			351,628
Fixed Assets			
Total Fixed Assets			0
Other Assets			
Other Assets		106,390	
Total Other Assets			106,390
Deposits			
Deposits		(1)	
Total Deposits			(1)
Total Assets			**$ 458,017**
LIABILITIES AND EQUITY			
Current Liabilities			
Accounts Payable	$	28,974	
Accrued Expenses		175,287	
Advance Ticket Sales/Deposits		275,283	
Total Current Liabilities			479,544
Long-Term Liabilities			
Total Long-Term Liabilities			0

SMG - Cabarrus Arena Events Center
Balance Sheet
October 31, 2025

Total Liabilities		479,544
Equity		
Contributions	100,000	
Net Funds Received	12,047,922	
Retained Earnings	(11,824,558)	
Net Income (Loss)	(344,891)	
Total Equity		(21,527)
Total Liabilities & Equity		**$ 458,017**

SMG - Cabarrus Arena Events Center
Balance Sheet Supporting Schedules
October 31, 2025

ASSETS		
Cash and Investments		
Cash - Operating	$ 136,101	
Cash - Box Office (AB)	97,163	
Petty Cash - Operations	1,023	
Total Cash and Investments		234,287
Accounts Receivable		
A/R Other	64,776	
Total Accounts Receivable		64,776
Prepaid Assets		
Total Prepaid Assets		0
Inventory		
Inventory	52,565	
Total Inventory		52,565
Fixed Assets		
Total Fixed Assets		0
Depreciation		
Total Depreciation		0
Other Assets		
Other Assets	106,390	
Total Other Assets		106,390
Deposits		
Deposits	(1)	
Total Deposits		(1)
LIABILITIES AND EQUITY		
Accounts Payable		

A/P-State Sales Tax	14,204	
A/P-Medical/Dental Withholding	1,165	
A/P-401(k) Withholding	3,000	
A/P-SMG F&B	10,605	
Total Accounts Payable		28,974
Accrued Expenses		
Accrued Expenses	95,277	
Accrued Other	400	
Accrued Payroll	56,348	
Accrued 401(k)	21,871	
Accrued Workers Compensation	1,391	
Total Accrued Expenses		175,287
Deferred Income		
Total Deferred Income		0
Advance Ticket Sales/Deposits		
Advance Ticket Sales	1,216	
Advance Other	274,067	
Advance Ticket Sales/Deposits		275,283
Other Current Liabilities		
Other Current Liabilities		0
Long-Term Liabilities		
Total Long-Term Liabilities		0
Equity		
Contributions		
Event Contribution Fund	100,000	
Total Contributions		100,000
Funds Received		

SMG - Cabarrus Arena Events Center
Balance Sheet Supporting Schedules
October 31, 2025

CY Funds Received From County	250,000	
Cum. PY Funds Rec'd From Cnty.	11,797,922	
Total Funds Received		12,047,922
Retained Earnings		
Retained Earnings	(11,824,558)	
Total Retained Earnings		(11,824,558)

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement
For the Four Months Ending October 31, 2025

	Current Actual	Current Budget	Variance	Current Actual	Variance
Attendance	22,902	24,035	(1,133)	22,395	507
Number of Performances	0	3	(3)	0	0
Event Days	20	36	(16)	24	(4)
Move-In/Move-Out Days	10	7	3	10	0
Gross Ticket Sales	75,346	0	75,346	0	75,346
Direct Event Income					
Rental Income	83,284	87,483	(4,199)	100,685	(17,401)
Service Revenue	179,316	79,893	99,423	119,740	59,576
Service Expenses	(168,056)	(44,141)	(123,915)	(75,904)	(92,152)
Total Direct Event Income	94,544	123,235	(28,691)	144,521	(49,977)
Ancillary Income					
F & B Concessions	40,830	34,562	6,268	27,302	13,528
F & B Catering	15,881	21,585	(5,704)	4,850	11,031
Novelty Sales	3,641	500	3,141	500	3,141
Parking	47,125	51,142	(4,017)	43,205	3,920
Total Ancillary Income	107,477	107,789	(312)	75,857	31,620
Other Operating Income					
Other Event Related Income	0	0	0	0	0
Event Advertising Income	0	0	0	0	0
Ticket Rebates	9,391	0	9,391	0	9,391
Facility Fees	8,586	0	8,586	0	8,586
Total Other Event Income	17,977	0	17,977	0	17,977
Total Event Income	219,998	231,024	(11,026)	220,378	(380)

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Assemblies
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	0	0	0	5,000	0	4,200
Number of Performances	0	0	0	0	0	0
Event Days	0	0	0	2	0	1
Move-In/Move-Out Days	0	0	0	2	0	0
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	0	0	0	8,500	0	7,300
Service Revenue	0	0	0	53,286	0	21,692
Service Expenses	0	0	0	(49,066)	0	(14,255)
Total Direct Event Income	0	0	0	12,720	0	14,737
Ancillary Income						
F & B Concessions	0	0	0	0	0	0
F & B Catering	0	0	0	6,587	0	5,000
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	0	0	3,826
Total Ancillary Income	0	0	0	6,587	0	8,826
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	0	0	0	19,307	0	23,563

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Banquets
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	1,430	1,582	1,100	2,315	2,463	1,875
Number of Performances	0	0	0	0	0	0
Event Days	5	7	4	8	11	7
Move-In/Move-Out Days	2	0	2	4	2	3
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	5,200	7,550	2,400	10,700	14,300	5,850
Service Revenue	45,172	7,276	21,323	73,463	19,826	48,316
Service Expenses	(40,672)	(4,663)	(20,341)	(67,053)	(13,880)	(45,711)
Total Direct Event Income	9,700	10,163	3,382	17,110	20,246	8,455
Ancillary Income						
F & B Concessions	13	1,214	(22)	13	2,737	748
F & B Catering	11,086	17,733	383	17,673	28,361	4,384
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	0	0	0
Total Ancillary Income	11,099	18,947	361	17,686	31,098	5,132
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	20,799	29,110	3,743	34,796	51,344	13,587

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Consumer / Public Shows
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	14,536	14,363	13,208	19,286	16,613	15,458
Number of Performances	0	0	0	0	0	0
Event Days	8	9	10	19	16	19
Move-In/Move-Out Days	6	5	7	15	5	15
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	50,819	42,383	60,397	99,604	70,518	91,282
Service Revenue	67,205	53,778	70,062	91,219	67,209	81,447
Service Expenses	(36,855)	(28,956)	(34,990)	(43,606)	(32,708)	(39,924)
Total Direct Event Income	81,169	67,205	95,469	147,217	105,019	132,805
Ancillary Income						
F & B Concessions	15,536	13,312	13,872	28,833	15,109	13,390
F & B Catering	2,291	842	61	2,291	842	61
Novelty Sales	0	0	0	0	0	0
Parking	24,060	21,057	22,515	52,876	31,621	26,520
Total Ancillary Income	41,887	35,211	36,448	84,000	47,572	39,971
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	123,056	102,416	131,917	231,217	152,591	172,776

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Concerts
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	1,381	0	0	1,381	0	0
Number of Performances	0	0	0	0	0	0
Event Days	1	0	0	1	0	0
Move-In/Move-Out Days	0	0	0	0	0	0
Gross Ticket Sales	75,346	0	0	75,346	0	0
Direct Event Income						
Rental Income	265	0	0	265	0	0
Service Revenue	46,283	0	0	46,283	0	0
Service Expenses	(77,532)	0	0	(77,532)	0	0
Total Direct Event Income	(30,984)	0	0	(30,984)	0	0
Ancillary Income						
F & B Concessions	14,643	0	0	14,643	0	0
F & B Catering	130	0	0	130	0	0
Novelty Sales	3,141	0	0	3,141	0	0
Parking	5,349	0	0	5,349	0	0
Total Ancillary Income	23,263	0	0	23,263	0	0
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	9,391	0	0	9,391	0	0
Facility Fees	8,586	0	0	8,586	0	0
Total Other Event Income	17,977	0	0	17,977	0	0
Total Event Income	10,256	0	0	10,256	0	0

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Off-Site Caterings
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	0	150	0	0	200	50
Number of Performances	0	0	0	0	0	0
Event Days	0	1	0	0	2	1
Move-In/Move-Out Days	0	0	0	0	0	0
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	0	0	0	0	0	0
Service Revenue	0	0	2,795	527	53	3,244
Service Expenses	0	0	(2,564)	(580)	(53)	(3,066)
Total Direct Event Income	0	0	231	(53)	0	178
Ancillary Income						
F & B Concessions	0	0	0	0	0	0
F & B Catering	0	73	114	34	(74)	(33)
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	0	0	0
Total Ancillary Income	0	73	114	34	(74)	(33)
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	0	73	345	(19)	(74)	145

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Entertainment
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	0	0	0	0	4,200	0
Number of Performances	0	0	0	0	0	0
Event Days	0	0	0	0	1	0
Move-In/Move-Out Days	0	0	0	0	0	0
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	0	0	0	0	7,300	0
Service Revenue	0	0	0	0	16,691	0
Service Expenses	0	0	0	0	(7,355)	0
Total Direct Event Income	0	0	0	0	16,636	0
Ancillary Income						
F & B Concessions	0	0	0	0	0	0
F & B Catering	0	0	0	0	5,000	0
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	0	3,826	0
Total Ancillary Income	0	0	0	0	8,826	0
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	0	0	0	0	25,462	0

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Family Shows
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	2,000	2,000	2,812	2,000	6,478	7,312
Number of Performances	0	3	0	0	6	5
Event Days	2	2	2	2	4	5
Move-In/Move-Out Days	0	0	0	0	0	1
Gross Ticket Sales	0	0	0	0	10,161	18,260
Direct Event Income						
Rental Income	8,100	6,450	6,788	8,100	26,250	29,413
Service Revenue	9,256	7,290	8,169	9,256	18,877	25,459
Service Expenses	(4,857)	(4,458)	(3,951)	(4,857)	(10,506)	(13,874)
Total Direct Event Income	12,499	9,282	11,006	12,499	34,621	40,998
Ancillary Income						
F & B Concessions	8,313	10,675	7,445	8,313	19,745	14,063
F & B Catering	0	0	0	0	1,500	1,500
Novelty Sales	500	500	500	500	2,000	2,000
Parking	9,952	10,598	8,067	9,952	19,246	17,793
Total Ancillary Income	18,765	21,773	16,012	18,765	42,491	35,356
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	4,603	3,556
Facility Fees	0	0	0	0	5,558	9,976
Total Other Event Income	0	0	0	0	10,161	13,532
Total Event Income	31,264	31,055	27,018	31,264	87,273	89,886

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Meetings
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	55	340	40	1,205	2,385	670
Number of Performances	0	0	0	0	0	0
Event Days	1	11	4	24	33	26
Move-In/Move-Out Days	0	0	0	2	1	1
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	0	3,800	3,800	46,875	46,950	32,575
Service Revenue	1,500	924	660	39,639	9,991	16,297
Service Expenses	(1,731)	(409)	(304)	(34,627)	(4,555)	(11,861)
Total Direct Event Income	(231)	4,315	4,156	51,887	52,386	37,011
Ancillary Income						
F & B Concessions	0	0	0	(1,366)	32	32
F & B Catering	(159)	66	0	13,860	13,472	2,872
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	0	0	0
Total Ancillary Income	(159)	66	0	12,494	13,504	2,904
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	(390)	4,381	4,156	64,381	65,890	39,915

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Sporting Event
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	1,500	1,500	1,500	2,300	2,000	2,000
Number of Performances	0	0	0	0	0	0
Event Days	2	2	2	4	3	3
Move-In/Move-Out Days	2	1	1	4	2	2
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	18,900	15,750	15,750	26,250	19,500	19,500
Service Revenue	8,271	5,718	11,451	12,389	7,686	13,419
Service Expenses	(4,912)	(2,650)	(9,011)	(6,710)	(3,695)	(10,056)
Total Direct Event Income	22,259	18,818	18,190	31,929	23,491	22,863
Ancillary Income						
F & B Concessions	2,325	3,876	3,119	3,957	5,471	4,716
F & B Catering	2,533	2,871	4,292	2,533	2,871	4,292
Novelty Sales	0	0	0	0	0	0
Parking	7,764	11,751	7,931	11,478	13,101	9,280
Total Ancillary Income	12,622	18,498	15,342	17,968	21,443	18,288
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	34,881	37,316	33,532	49,897	44,934	41,151

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Trade Shows
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	0	0	0	0	0	0
Number of Performances	0	0	0	0	0	0
Event Days	0	0	0	0	0	0
Move-In/Move-Out Days	0	0	0	0	0	0
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	0	0	0	0	0	0
Service Revenue	0	0	0	0	0	0
Service Expenses	0	0	0	0	0	0
Total Direct Event Income	0	0	0	0	0	0
Ancillary Income						
F & B Concessions	0	0	0	0	0	0
F & B Catering	0	0	0	0	0	0
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	0	0	0
Total Ancillary Income	0	0	0	0	0	0
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	0	0	0	0	0	0

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Performing Arts
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	0	0	0	0	0	0
Number of Performances	0	0	0	0	0	0
Event Days	0	0	0	0	0	0
Move-In/Move-Out Days	0	0	0	0	0	0
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	0	0	0	0	0	0
Service Revenue	0	0	0	0	0	0
Service Expenses	0	0	0	0	0	0
Total Direct Event Income	0	0	0	0	0	0
Ancillary Income						
F & B Concessions	0	0	0	0	0	0
F & B Catering	0	0	0	0	0	0
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	0	0	0
Total Ancillary Income	0	0	0	0	0	0
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	0	0	0	0	0	0

SMG - Cabarrus Arena & Events Center
Monthly Event Income Statement: Other
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	2,000	4,100	3,735	5,940	17,370	8,660
Number of Performances	0	0	0	0	0	0
Event Days	1	4	2	28	30	24
Move-In/Move-Out Days	0	1	0	25	26	4
Gross Ticket Sales	0	0	0	0	0	16,164
Direct Event Income						
Rental Income	0	11,550	11,550	95,302	105,283	111,622
Service Revenue	1,629	4,907	5,280	112,876	39,912	64,563
Service Expenses	(1,497)	(3,005)	(4,743)	(92,745)	(20,292)	(50,077)
Total Direct Event Income	132	13,452	12,087	115,433	124,903	126,108
Ancillary Income						
F & B Concessions	0	5,485	2,888	3,795	6,865	8,015
F & B Catering	0	0	0	1,695	5,526	5,624
Novelty Sales	0	0	0	0	0	0
Parking	0	7,736	4,692	22,412	26,108	24,989
Total Ancillary Income	0	13,221	7,580	27,902	38,499	38,628
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	132	26,673	19,667	143,335	163,402	164,736

SMG - Cabarrus Arena & Events Center
Yearly Event Income Statement
For the Four Months Ending October 31, 2025

	Year to Date Actual	Year to Date Budget	Variance	Prior Year Actual	Variance
Attendance	39,427	51,709	(12,282)	40,225	(798)
Number of Performances	0	6	(6)	5	(5)
Event Days	88	100	(12)	86	2
Number of Move-In/Move-Out Day	52	36	16	26	26
Gross Ticket Sales	75,346	10,161	65,185	34,424	40,922
Direct Event Income					
Rental Income	295,596	290,101	5,495	297,542	(1,946)
Service Revenue	438,938	180,245	258,693	274,437	164,501
Service Expenses	(376,776)	(93,044)	(283,732)	(188,824)	(187,952)
Total Direct Event Income	357,758	377,302	(19,544)	383,155	(25,397)
Ancillary Income					
F & B Concessions	58,188	49,959	8,229	40,964	17,224
F & B Catering	44,803	57,498	(12,695)	23,700	21,103
Novelty Sales	3,641	2,000	1,641	2,000	1,641
Parking	102,067	93,902	8,165	82,408	19,659
Total Ancillary Income	208,699	203,359	5,340	149,072	59,627
Other Operating Income					
Other Event Related Income	0	0	0	0	0
Event Advertising Income	0	0	0	0	0
Ticket Rebates	9,391	4,603	4,788	3,556	5,835
Facility Fees	8,586	5,558	3,028	9,976	(1,390)
Total Other Event Income	17,977	10,161	7,816	13,532	4,445
Total Event Income	584,434	590,822	(6,388)	545,759	38,675

SMG - Cabarrus Arena & Events Center
YTD Event Income Summary
October 31, 2025

	Assembly	Banquet	Consumer	Concert	Off-Site	Entertainment	Family	Meetings	Sporting	Trade	Performing Arts	Other	TOTALS
Attendance	5,000	2,315	19,286	1,381	0	0	2,000	1,205	2,300	0	0	5,940	39,427
Number of Event Days	2	8	19	1	0	0	2	24	4	0	0	28	88
Number of Move-In/Move	2	4	15	0	0	0	0	2	4	0	0	25	52
Gross Ticket Sales	0	0	0	75,346	0	0	0	0	0	0	0	0	75,346
Direct Event Income													
Rental Income	8,500	10,700	99,604	265	0	0	8,100	46,875	26,250	0	0	95,302	295,596
Service Revenue	53,286	73,463	91,219	46,283	527	0	9,256	39,639	12,389	0	0	112,876	438,938
Service Expenses	(49,066)	(67,053)	(43,606)	(77,532)	(580)	0	(4,857)	(34,627)	(6,710)	0	0	(92,745)	(376,776)
Total Direct Event Income	12,720	17,110	147,217	(30,984)	(53)	0	12,499	51,887	31,929	0	0	115,433	357,758
Ancillary Income													
F & B Concessions	0	13	28,833	14,643	0	0	8,313	(1,366)	3,957	0	0	3,795	58,188
F & B Catering	6,587	17,673	2,291	130	34	0	0	13,860	2,533	0	0	1,695	44,803
Novelty Sales	0	0	0	3,141	0	0	500	0	0	0	0	0	3,641
Parking	0	0	52,876	5,349	0	0	9,952	0	11,478	0	0	22,412	102,067
Total Ancillary Income	6,587	17,686	84,000	23,263	34	0	18,765	12,494	17,968	0	0	27,902	208,699
Other Operating Income													
Advertising Income	0	0	0	0	0	0	0	0	0	0	0	0	0
Ticket Rebates	0	0	0	9,391	0	0	0	0	0	0	0	0	9,391
Facility Fees	0	0	0	8,586	0	0	0	0	0	0	0	0	8,586
Total Other Event Income	0	0	0	17,977	0	0	0	0	0	0	0	0	17,977
Total Event Income	19,307	34,796	231,217	10,256	(19)	0	31,264	64,381	49,897	0	0	143,335	584,434

SMG - Cabarrus Arena & Events Center
Other Operating Income Statement
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Non-Operating Parking	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0
Luxury Box Agreements	0	0	0	0	0	0
Advertising	0	1,458	0	0	5,832	3,750
Ticket Rebates	0	0	0	0	0	0
Other Income	5,663	2,125	1,193	11,653	8,500	1,254
Total Other Operating Income	$ 5,663	$ 3,583	$ 1,193	$ 11,653	$ 14,332	$ 5,004

SMG - Cabarrus Arena & Events Center
Indirect Expenses Summary
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
INDIRECT EXPENSES						
Salaries & Wages	$ 81,170	$ 87,418	$ 84,709	$ 353,149	$ 349,672	$ 338,768
Payroll Taxes & Benefits	16,753	27,542	14,215	73,105	110,168	62,214
Net Salaries and Benefits	97,923	114,960	98,924	426,254	459,840	400,982
Contracted Services	0	0	0	0	0	0
General and Administrative	18,774	23,769	20,344	70,733	95,076	78,337
Operating	3,765	8,337	5,017	19,363	33,348	28,400
Repairs & Maintenance	7,022	7,951	2,973	51,127	66,188	55,730
Operational Supplies	4,087	8,295	8,690	28,886	33,180	25,967
Insurance	9,984	17,264	14,485	130,742	69,056	62,420
Utilities	36,138	41,445	35,594	161,458	165,780	160,569
Other	0	0	0	0	0	0
SMG Management Fees	18,105	13,522	16,494	52,415	54,088	54,437
Total Indirect Expenses	195,798	235,543	202,521	940,978	976,556	866,842

SMG - Cabarrus Arena & Events Center
Indirect Expenses Detail
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
INDIRECT EXPENSES						
Employee Wages and Benefits						
Salaries Administration	$ 70,305	$ 70,600	$ 68,503	$ 286,957	$ 282,400	$ 264,033
Changeover Labor	850	2,366	1,591	1,010	9,464	10,289
Custodial - Part-Time	2,658	2,962	4,263	12,703	11,848	16,670
General - Part-Time	(659)	1,707	1,467	4,218	6,828	7,241
Grounds Keeping - Part-Time	2,385	4,687	5,281	23,880	18,748	18,880
Maint. Mech. - Part-Time	3,029	2,479	1,325	13,974	9,916	12,317
Parking - Part-Time	0	0	115	0	0	245
Bonus - Performance	2,181	2,196	1,743	8,724	8,784	7,410
Auto Allowance	421	421	421	1,683	1,684	1,683
Payroll Taxes	4,639	8,178	4,556	22,894	32,712	21,883
Benefits	9,101	15,122	7,634	35,089	60,488	28,531
401 (k)	2,239	2,367	2,033	9,555	9,468	7,201
Workers Compensation Ins.	774	1,875	(8)	5,567	7,500	4,599
Net Employee Wages and Benefits	97,923	114,960	98,924	426,254	459,840	400,982
Contracted Services						
Total Contracted Services	0	0	0	0	0	0
General and Administrative Expenses						
Bank Service Charges	373	60	99	2,076	240	252
Interest Expense	529	0	29	1,844	0	58
Travel	0	846	33	2,228	3,384	3,486
Meals & Entertainment	267	780	13	733	3,120	845
Meetings & Conventions	0	125	0	0	500	195
Dues & Subscriptions	20	83	0	1,000	332	400
Postage	0	33	0	11	132	0
Rental Office Equipment	181	200	181	723	800	723
Office Supplies	256	542	463	3,158	2,168	913
Printing & Stationary	0	67	0	0	268	173
Payroll Processing	1,141	1,483	903	4,382	5,932	4,542
Advertising Newspaper	0	321	0	0	1,284	0
Advertising Website	(1,096)	817	0	505	3,268	2,203
Marketing Fund	0	250	0	2,881	1,000	(788)
PR Activities	672	0	19	672	0	19
Printing Marketing	0	42	0	0	168	0
Promotional	57	42	0	57	168	1,613
Licenses & Fees	46	368	75	2,736	1,472	2,695
Credit Card Discounts	7,302	6,417	7,681	18,352	25,668	13,855
Computer Expense	0	701	284	0	2,804	1,136

SMG - Cabarrus Arena & Events Center
Indirect Expenses Detail
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Computer Software	8,666	9,738	7,929	24,344	38,952	41,802
Employee Training	360	854	2,635	5,031	3,416	4,215
Total General and Administrative Expen	18,774	23,769	20,344	70,733	95,076	78,337
Operating Expenses						
Operating Supplies	0	500	116	2,993	2,000	725
Trash Removal	148	1,750	1,738	6,824	7,000	6,499
Environmental Expenses	0	625	0	2,247	2,500	1,169
Snow Removal	0	42	0	0	168	0
Landscaping	151	1,000	45	831	4,000	199
Exterminating	0	233	0	0	932	0
Small Equipment	125	583	52	747	2,332	2,706
Safety Equipment	115	63	0	216	252	0
Medical First Aid	1,182	208	0	1,182	832	1,029
Rental Other	0	0	0	0	0	2,368
Vehicle Maintenance	322	333	423	2,138	1,332	1,542
Operating Supplies-F&B	0	0	904	0	0	3,347
Flower Decorations-F&B	0	1,250	154	0	5,000	154
Renewals & Replacements-F&B	846	750	1,636	846	3,000	4,016
Laundry & Linen-F&B	325	125	(215)	697	500	2,463
Repair&Maintenance-F&B	516	125	164	607	500	495
Equipment Rental-F&B	35	0	0	35	0	1,679
Miscellaneus Operating Exp	0	750	0	0	3,000	9
Total Operating Expenses	3,765	8,337	5,017	19,363	33,348	28,400
Repairs and Maintenance						
General Building Repairs	0	917	0	0	3,668	2,674
Door Maintenance	0	42	0	0	168	2,800
Seat Repairs	0	125	0	0	500	0
Sound Equipment Maintenance	0	83	14	119	332	22
Ceiling/Wall Maintenance	0	83	0	0	332	38
Electrical Systems	0	833	0	0	3,332	6,914
Marquee Maintenance	0	125	0	0	500	0
Fire Alarm	0	125	0	0	500	435
Flags & Poles Maintenance	0	92	0	0	368	125
Floor Maintenance	800	425	0	800	1,700	0
HVAC Systems	0	2,101	0	34,386	42,788	36,012
Moving Equipment Maint.	5,543	1,667	41	13,285	6,668	7,684
Rigging Maintenance	0	500	1,926	409	2,000	3,617
Kitchen Equipment Maint.	679	833	992	2,128	3,332	2,939

SMG - Cabarrus Arena & Events Center
Indirect Expenses Detail
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Other Repairs / Maintenance	0	0	0	0	0	(7,530)
Total Repairs and Maintenance	7,022	7,951	2,973	51,127	66,188	55,730
Operational Supplies						
General Building Supplies	484	375	1,293	3,555	1,500	1,891
Bulbs & Lamps	97	133	0	97	532	44
Electrical	1,544	1,000	1,057	4,601	4,000	1,533
Fuel Propane	312	225	247	1,173	900	548
Telecommunication	0	583	0	139	2,332	0
Carpentry	0	0	0	(126)	0	0
Plumbing	40	417	0	237	1,668	2,510
HVAC	0	1,250	0	3,469	5,000	1,295
Filters	0	583	0	1,648	2,332	41
Paint	0	42	0	425	168	335
Janitorial	567	2,500	3,609	10,388	10,000	7,939
Laundry	0	21	0	0	84	21
Uniforms	284	625	511	2,068	2,500	5,321
Security	0	208	0	0	832	0
Kitchen Supplies	759	333	1,973	1,206	1,332	4,489
Misc. Operational Supplies	0	0	0	6	0	0
Total Operational Supplies	4,087	8,295	8,690	28,886	33,180	25,967
Insurance						
Auto Insurance	0	413	0	4,696	1,652	4,480
Fidelity Insurance	0	83	0	0	332	0
General Liability Insurance	9,984	16,592	14,485	126,046	66,368	57,940
Other Insurance	0	176	0	0	704	0
Total Insurance	9,984	17,264	14,485	130,742	69,056	62,420
Utilities						
Electricity	26,807	30,454	24,884	125,579	121,816	124,568
Heating Fuel	2,485	4,149	4,559	6,084	16,596	8,786
Telephone	2,815	2,817	2,865	11,260	11,268	11,260
Water & Sewage	4,031	4,025	3,286	18,535	16,100	15,955
Total Utilities	36,138	41,445	35,594	161,458	165,780	160,569
Other Expenses						

SMG - Cabarrus Arena & Events Center
Indirect Expenses Detail
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Total Other Expenses	0	0	0	0	0	0
SMG Management Fees						
Base Fee	7,500	7,500	10,882	30,000	30,000	43,529
F&B Base Fee	10,605	6,022	5,612	22,415	24,088	10,908
Total SMG Management Fees	18,105	13,522	16,494	52,415	54,088	54,437
Expense Allocations						
Total Expense Allocations	0	0	0	0	0	0
Net Indirect Expenses	$ 195,798	$ 235,543	$ 202,521	$ 940,978	$ 976,556	$ 866,842

SMG - Cabarrus Arena & Events Center
Department Income Statement: Executive
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
OPERATING EXPENSES						
Salaries Administration	$ 16,082	$ 15,404	$ 15,233	$ 69,224	$ 61,616	$ 58,070
Bonus - Performance	2,181	2,196	1,743	8,724	8,784	7,410
Auto Allowance	421	421	421	1,683	1,684	1,683
Payroll Taxes	1,193	1,595	1,148	5,286	6,380	4,455
Benefits	3,354	3,079	3,028	12,894	12,316	11,642
401 (k)	416	541	504	1,860	2,164	1,731
Workers Compensation Ins.	93	250	(89)	827	1,000	600
Net Salaries and Benefits	23,740	23,486	21,988	100,498	93,944	85,591
Travel	0	250	0	2,183	1,000	2,297
Meals & Entertainment	194	633	0	452	2,532	436
Dues & Subscriptions	20	50	0	65	200	0
Total Operating Expenses	23,954	24,419	21,988	103,198	97,676	88,324

SMG - Cabarrus Arena & Events Center
Department Income Statement: Finance
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
OPERATING EXPENSES						
Salaries Administration	$ 14,691	$ 16,549	$ 16,320	$ 57,842	$ 66,196	$ 55,783
Payroll Taxes	1,174	1,465	1,300	4,649	5,860	4,541
Benefits	850	873	868	3,342	3,492	993
401 (k)	395	497	488	1,690	1,988	1,082
Workers Compensation Ins.	65	183	(32)	657	732	618
Net Salaries and Benefits	17,175	19,567	18,944	68,180	78,268	63,017
Travel	0	125	0	0	500	0
Meals & Entertainment	73	17	0	73	68	197
Payroll Processing	1,141	1,483	903	4,382	5,932	4,542
Computer Software	8,298	5,646	7,929	22,345	22,584	40,641
Total Operating Expenses	26,687	26,838	27,776	94,980	107,352	108,397

SMG - Cabarrus Arena & Events Center
Department Income Statement: Sales and Marketing
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
OPERATING EXPENSES						
Salaries Administration	$ 10,041	$ 9,948	$ 10,749	$ 39,773	$ 39,792	$ 41,574
Payroll Taxes	776	880	828	3,092	3,520	3,232
Benefits	1,699	3,079	780	6,526	12,316	5,658
401 (k)	271	298	161	1,218	1,192	1,012
Workers Compensation Ins.	42	150	(149)	425	600	473
Net Salaries and Benefits	12,829	14,355	12,369	51,034	57,420	51,949
Travel	0	317	0	0	1,268	0
Meals & Entertainment	0	42	0	0	168	0
Meetings & Conventions	0	125	0	0	500	195
Dues & Subscriptions	0	33	0	910	132	400
Advertising Newspaper	0	321	0	0	1,284	0
Advertising Website	(1,096)	817	0	505	3,268	2,203
Marketing Fund	0	250	0	2,881	1,000	(788)
PR Activities	672	0	19	672	0	19
Printing Marketing	0	42	0	0	168	0
Promotional	57	42	0	57	168	1,613
Computer Software	20	3,375	0	799	13,500	1,161
Total Operating Expenses	12,482	19,719	12,388	56,858	78,876	56,752

SMG - Cabarrus Arena & Events Center
Department Income Statement: Operations
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
OPERATING EXPENSES						
Salaries Administration	$ 10,119	$ 8,278	$ 9,198	$ 40,084	$ 33,112	$ 37,832
Changeover Labor	850	2,366	1,591	1,010	9,464	10,289
Custodial - Part-Time	2,658	2,962	4,263	12,703	11,848	16,670
General - Part-Time	(877)	1,040	(2,419)	738	4,160	(572)
Grounds Keeping - Part-Time	2,385	4,687	5,281	23,880	18,748	18,880
Maint. Mech. - Part-Time	3,029	2,479	1,325	13,974	9,916	12,317
Parking - Part-Time	0	0	115	0	0	245
Payroll Taxes	704	2,371	511	4,917	9,484	5,000
Benefits	2,978	3,952	2,742	11,499	15,808	10,565
401 (k)	596	418	437	2,503	1,672	1,741
Workers Compensation Ins.	320	708	150	2,046	2,832	1,630
Net Salaries and Benefits	22,762	29,261	23,194	113,354	117,044	114,597
Travel	0	154	33	45	616	1,189
Meals & Entertainment	0	63	13	208	252	212
Dues & Subscriptions	0	0	0	25	0	0
Computer Software	64	300	0	64	1,200	0
Employee Training	360	833	2,635	5,031	3,332	4,215
Operating Supplies	0	500	116	2,993	2,000	725
Trash Removal	148	1,750	1,738	6,824	7,000	6,499
Snow Removal	0	42	0	0	168	0
Landscaping	151	1,000	45	831	4,000	199
Exterminating	0	233	0	0	932	0
Small Equipment	125	583	52	747	2,332	2,706
Safety Equipment	115	63	0	216	252	0
Rental Other	0	0	0	0	0	2,368
Vehicle Maintenance	322	333	423	2,138	1,332	1,542
General Building Repairs	0	917	0	0	3,668	2,674
Door Maintenance	0	42	0	0	168	2,800
Seat Repairs	0	125	0	0	500	0
Sound Equipment Maintenance	0	83	14	119	332	22
Ceiling/Wall Maintenance	0	83	0	0	332	38
Electrical Systems	0	833	0	0	3,332	6,914
Marquee Maintenance	0	125	0	0	500	0
Fire Alarm	0	125	0	0	500	435
Flags & Poles Maintenance	0	92	0	0	368	125
Floor Maintenance	800	425	0	800	1,700	0
HVAC Systems	0	2,101	0	34,386	42,788	36,012
Moving Equipment Maint.	5,543	1,667	41	13,285	6,668	7,684
Rigging Maintenance	0	500	1,926	409	2,000	3,617
Kitchen Equipment Maint.	679	833	992	2,128	3,332	2,939

SMG - Cabarrus Arena & Events Center
Department Income Statement: Operations
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Other Repairs / Maintenance	0	0	0	0	0	(7,530)
General Building Supplies	484	375	1,293	3,555	1,500	1,891
Bulbs & Lamps	97	133	0	97	532	44
Electrical	1,544	1,000	1,057	4,601	4,000	1,533
Fuel Propane	312	225	247	1,173	900	548
Telecommunication	0	583	0	139	2,332	0
Carpentry	0	0	0	(126)	0	0
Plumbing	40	417	0	237	1,668	2,510
HVAC	0	1,250	0	3,469	5,000	1,295
Filters	0	583	0	1,648	2,332	41
Paint	0	42	0	425	168	335
Janitorial	567	2,500	3,609	10,388	10,000	7,939
Laundry	0	21	0	0	84	21
Uniforms	0	583	0	1,784	2,332	4,551
Security	0	208	0	0	832	0
Misc. Operational Supplies	0	0	0	6	0	0
Total Operating Expenses	34,113	50,986	37,428	210,999	238,328	210,690

SMG - Cabarrus Arena & Events Center
Department Income Statement: Event Management
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
OPERATING EXPENSES						
Salaries Administration	$ 8,638	$ 9,984	$ 7,408	$ 38,154	$ 39,936	$ 34,650
Payroll Taxes	597	884	471	2,786	3,536	2,583
Benefits	145	2,394	166	536	9,576	619
401 (k)	129	300	137	579	1,200	559
Workers Compensation Ins.	29	292	0	563	1,168	491
Net Salaries and Benefits	9,538	13,854	8,182	42,618	55,416	38,902
Computer Software	0	417	0	0	1,668	0
Total Operating Expenses	9,538	14,271	8,182	42,618	57,084	38,902

SMG - Cabarrus Arena & Events Center
Department Income Statement: Box Office
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
OPERATING EXPENSES						
Net Salaries and Benefits	0	0	0	0	0	0
Total Operating Expenses	0	0	0	0	0	0

SMG - Cabarrus Arena & Events Center
Department Income Statement: Overhead
For the Four Months Ending October 31, 2025

OPERATING EXPENSES	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Net Salaries and Benefits	0	0	0	0	0	0
Bank Service Charges	$ 373	$ 60	$ 99	$ 2,076	$ 240	$ 252
Interest Expense	529	0	29	1,844	0	58
Postage	0	33	0	11	132	0
Rental Office Equipment	181	200	181	723	800	723
Office Supplies	256	542	463	3,158	2,168	913
Printing & Stationary	0	67	0	0	268	173
Licenses & Fees	46	368	75	2,736	1,472	2,695
Credit Card Discounts	7,302	6,417	7,681	18,352	25,668	13,855
Computer Expense	0	701	284	0	2,804	1,136
Computer Software	284	0	0	1,136	0	0
Environmental Expenses	0	625	0	2,247	2,500	1,169
Medical First Aid	1,182	208	0	1,182	832	1,029
Miscellaneous Operating Exp	0	208	0	0	832	0
Auto Insurance	0	413	0	4,696	1,652	4,480
Fidelity Insurance	0	83	0	0	332	0
General Liability Insurance	9,984	16,592	14,485	126,046	66,368	57,940
Other Insurance	0	176	0	0	704	0
Electricity	26,807	30,454	24,884	125,579	121,816	124,568
Heating Fuel	2,485	4,149	4,559	6,084	16,596	8,786
Telephone	2,815	2,817	2,865	11,260	11,268	11,260
Water & Sewage	4,031	4,025	3,286	18,535	16,100	15,955
Base Fee	7,500	7,500	10,882	30,000	30,000	43,529
Total Operating Expenses	63,775	75,638	69,773	355,665	302,552	288,521

SMG - Cabarrus Arena & Events Center
Department Income Statement: Food and Beverage
For the Four Months Ending October 31, 2025

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
OPERATING EXPENSES						
Salaries Administration	$ 10,734	$ 10,437	$ 9,595	$ 41,880	$ 41,748	$ 36,124
General - Part-Time	218	667	3,886	3,480	2,668	7,813
Payroll Taxes	195	983	298	2,164	3,932	2,072
Benefits	75	1,745	50	292	6,980	(946)
401 (k)	432	313	306	1,705	1,252	1,076
Workers Compensation Ins.	225	292	112	1,049	1,168	787
Net Salaries and Benefits	11,879	14,437	14,247	50,570	57,748	46,926
Meals & Entertainment	0	25	0	0	100	0
Employee Training	0	21	0	0	84	0
Operating Supplies-F&B	0	0	904	0	0	3,347
Flower Decorations-F&B	0	1,250	154	0	5,000	154
Renewals & Replacements-F&B	846	750	1,636	846	3,000	4,016
Laundry & Linen-F&B	325	125	(215)	697	500	2,463
Repair&Maintenance-F&B	516	125	164	607	500	495
Equipment Rental-F&B	35	0	0	35	0	1,679
Miscellaneus Operating Exp	0	542	0	0	2,168	9
Uniforms	284	42	511	284	168	770
Kitchen Supplies	759	333	1,973	1,206	1,332	4,489
F&B Base Fee	10,605	6,022	5,612	22,415	24,088	10,908
Total Operating Expenses	25,249	23,672	24,986	76,660	94,688	75,256

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Reports

SUBJECT:
County Manager - Monthly Building Activity Reports

BRIEF SUMMARY:
The Board of Commissioners requested monthly reports of building and permit activities including information of plans under review.

REQUESTED ACTION:
For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Kelly Sifford, Interim County Manager

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- Report
- Report

Cabarrus County Construction Standards Dodge Report 11/1/2025-11/30/2025

Jurisdiction: All

New Construction

Description	Const Code	Buildings	Housing Units	Estimated Cost
Single Family Houses Detached	101	78	78	$17,223,284.00
Single Family Houses Attached	102	8	8	$1,116,614.00
Manufactured Home (Mobile Homes)	106	4	4	$855,679.00
Amusement, Social, and Recreational	318	1	0	$12,000.00
Industrial Buildings	320	1	0	$6,146,674.45
Office, Bank, and Professional Buildings	324	2	0	$1,397,500.00
Stores and Customer Services	327	1	0	$150,000.00
Other Nonresidential Buildings	328	2	0	$1,600,396.16
Structures Other Than Buildings	329	6	0	$425,700.00
Other	999	20	0	$3,257,663.00
Sub Total (New Construction)		123	90	$32,185,510.61

Addition, Alteration, and Conversion

Description	Const Code	Buildings	Housing Units	Estimated Cost
Additions, Alterations and Conversions - Nonresidential and No housekeeping	437	9	0	$4,487,013.00
Sub Total (Addition, Alteration, and Conversion)		9	0	$4,487,013.00
Grand Total		**132**	**90**	**$36,672,523.61**

Cabarrus County Commercial Building Plan Review Summary

Begin Date: 11/1/2025 through End Date: 11/30/2025

Wilkinson	File Date	Address	Application Name	Description	Est Cost	Est Sq Ft
BU2025-03332	11/3/2025	932 FLOYD ST KANNAPOLIS, NC 28083	BETACOM INCORPORATED	Verizon Wireless Amendment ~~ Adding (5) antennas, removing (4), adding (7) RRUs, (6) diplexers, adding (1) OVP and (1) hybrid	$24,000	0
BU2025-03336	11/3/2025	563 PITTS SCHOOL RD NW, AC# CONCORD, NC 28027	CASCO SIGNS INC	Venturini Motorsports ILLUMINATED WALL SIGN TO BE CONNECTED TO EXISTING ELECTRICAL, NO ELECTRIC PERMIT REQUIRED.	$1,250	146
BU2025-03341	11/4/2025	3700 TAYLOR GLEN LN NW, UNIT# 247C CONCORD, NC 28027	I. L. LONG CONSTRUCTION CO., INC.	BAPTIST RETIREMENT HOMES ~~UPFIT FOR APARTMENT 247C (Gardenia). THE CABINETS, FLOORING, COUNTERTOPS, NEW PAINT WILL BE REPLACED AND A NEW WALK IN SHOWER WILL BE ISNTALLED.	$25,000	750
BU2025-03344	11/4/2025	3700 TAYLOR GLEN LN NW, UNIT# 306A CONCORD, NC 28027	I. L. LONG CONSTRUCTION CO., INC.	BAPTIST RETIREMENT HOMES ~~UPFIT FOR APARTMENT 306A (Camellia). THE CABINETS, FLOORING, COUNTERTOPS, NEW PAINT WILL BE REPLACED AND A NEW WALK IN SHOWER WILL BE INSTALLED.	$30,000	750
BU2025-03345	11/4/2025	3700 TAYLOR GLEN LN NW, AC# CONCORD, NC 28027	I. L. LONG CONSTRUCTION CO., INC.	BAPTIST RETIREMENT HOMES ~~UPFIT FOR APARTMENT 410A (Gardenia). THE CABINETS, FLOORING, COUNTERTOPS, NEW PAINT WILL BE REPLACED AND A NEW WALK IN SHOWER WILL BE ISNTALLED.	$25,000	750
BU2025-03352	11/4/2025	427 LAKE CONCORD RD NE CONCORD, NC 28025	AH Cabarrus CEP MV 2&3 Replacement	AH Cabarrus CEP MV 2&3 Replacement ~~ Replacement of two motor control center substations with two new unit substations.	$6,146,674	140
BU2025-03358	11/5/2025	4156 NC HWY 49 S HARRISBURG, NC 28075	CCRM, LLC	COMMERCIAL SIGN UPGRADE FOR DUNKIN DOUGHNUTS: Remove the existing menuboard and canopy and install a new digital menuboard in the same location. Reface sign faces / paint bases. Clean and patch the asphalt parking lot. Install new branding tower elements, remove awnings and install new canopies. Refresh/repaint exterior walls.	$11,000	0
BU2025-03374	11/6/2025	8845 CHRISTENBURY PKWY CONCORD, NC 28027	CCRM, LLC	We are required to upgrade our menuboard to digital and out canopy to the newest image and while doing this want to relocate these to allow for another car in our stacking.	$2,500	0
BU2025-03379	11/6/2025	1195 ODELL SCHOOL RD, AC# CONCORD, NC 28027	PARAGON SITE SOLUTIONS, LLC	11 COMMERCIAL RETAINING WALLS IN ANNSBOROUGH PARK ESTATES FOR MONTEVUE ~~ Wall 1: 440.25 linear feet, wall 2: 110.25 linear feet, wall 3: 266.25 linear feet, wall 4: 342.75 linear feet, wall 5: 150.75 linear feet, wall 6: 226.50 linear feet, wall 7: 209.25 linear feet, wall 8: 423.75 linear feet, wall 9: 78.75 linear feet, wall 10: 32.25 linear feet, wall 11: 309.75 linear feet.	$140,000	0

BU2025-03380	11/6/2025	7650 BRUTON SMITH BLVD CONCORD, NC 28027	JAMES R VANNOY & SONS CONSTRUCTION	COMMERCIAL SALES MODULARS FOR HENDRICKS OF CONCORD: (3) temporary sales trailers with internal accessible restrooms used for customer sales during renovations of the existing main building. These trailers/decking will be located in the existing parking lot not connected to the main building. They will be connected via modular decking with stairs and an ADA ramp up to the decking. Please note these are pre-fabricated and pre-fitted trailers from a vendor for the intended use of temporary sales.	$150,000	5,230
BU2025-03381	11/6/2025	2833 N CANNON BLVD KANNAPOLIS, NC 28083	JUSTIN MCKINLEY HEGE	Change of use from an existing electronic gaming arcade into a chiropractic office.	$190,000	2,720
BU2025-03385	11/6/2025	8893 ROCKY RIVER RD, AC# HARRISBURG, NC 28075	DIRECT POWER INC.	adding/replacing antennas, replacing cables and adding RRUs and an OVP box on the existing tower with no changes to ground space, tower height or electrical. swapping and installing radios on exisiting 48 vdc circuits	$1,000	0
BU2025-03393	11/7/2025	6499 SADDLE CREEK CT HARRISBURG, NC 28075	QUANTUM INSTALLATION GROUP, LLC - BIMBO-racking	Installation of interior-only rack storage for BIMBO GRUPO - LINEAR FT 668	$433,000	15,531
BU2025-03394	11/7/2025	4025 CONCORD PKWY S, AC# CONCORD, NC 28027	DAVIES GENERAL CONTRACTING, LLC	COMMERICAL SIGN PACKAGE FOR MC DONALD'S: 5 WALL, 1 MONUMENT, 1 POLE, 4 MENU BOARDS, 2 CLEARANCE, 1 CANOPY, 2 DIRECTIONAL, 7 INCIDENTALS, 6 ONLINE PICKUP, 2 WALL BLADE	$135,500	0
BU2025-03403	11/7/2025	8400 AUTOMATION DR NW CONCORD, NC 28027	ONECALL TRADE SERVICES, LLC	Installation of Racking per plan and engineering docs	$257,000	12,680
BU2025-03406	11/7/2025	8911 ROCKY RIVER RD, AC# HARRISBURG, NC 28075	MASTEC NETWORK SOLUTIONS - 074-146	AT&T TOWER UPFIT~~ Antenna and ancillary equipment upgrade on water tower	$27,500	0
BU2025-03411	11/7/2025	2020 KANNAPOLIS HWY CONCORD, NC 28027	Hometown Mart (Yash Patel)	ABC		
BU2025-03418	11/10/2025	401 PITTS SCHOOL RD NW CONCORD, NC 28027	SPENCER PEE, JR., LICENSED GC	RV Boat And Storage Parking Facility Which Will Include A Ice House - erect 4 storage buildings on new development site.	$1,594,586	30
BU2025-03430	11/12/2025	6052 BAYFIELD PKWY KANNAPOLIS, NC 28027	MALLARD BUILDING CONCEPTS LLC.	Front Lit Flush Mount Channel Letter Logo Box sign.	$10,000	0
BU2025-03433	11/13/2025	4045 CONCORD PKWY S CONCORD, NC 28027	DOERRE CONSTRUCTION CO LLC	SHELL: CHIPOLTE: New freestanding building for quick serve restaurant. Work includes, but not limited to, site work, building envelope and structural. Interior build-out plans will be submitted at a later date.	$443,847	2,370
BU2025-03436	11/13/2025	8830 E FRANKLIN ST, AC# MT PLEASANT, NC 28124	BRIAN WEINSTEIN, MOUNT PLEASANT REST. 73, LLC	ABC PERMIT		
BU2025-03437	11/13/2025	8535 LEE ST MT PLEASANT, NC 28124	GORDON FAMILY GENERAL CONTRACTING, LLC - First Baptist	625SQFT ROOF ADDITION	$35,000	625
BU2025-03440	11/13/2025	264 CONCORD PKWY S, AC# CONCORD, NC 28027	A.C.I. COMMERCIAL ROOFERS LLC	Advanced Auto Parts Roof ~~ COMMERCIAL ROOF REPAIR TO INSTALL OVERLAY TPO ROOF	$58,500	0
BU2025-03446	11/14/2025	6 SPRING ST SW CONCORD, NC 28025	DERMABEAUTY, Kelly Xiong	Dermabeauty Signs ~~ Business name, services, contact and hour info	$500	0
BU2025-03451	11/14/2025	22 UNION ST N CONCORD, NC 28025	DOMINO CONSTRUCTION LLC	COMMERCIAL UPFIT FOR First-N-Flights ~~ A 231 sf upfit of a tenant space within an existing building. The upfit will be a bar (A-2 OCC.) with seating.	$12,000	231
BU2025-03452	11/17/2025	3553 US HWY 601 S CONCORD, NC 28025	TEPDB OPCO LLC - 812879 708058	TMOBILE MICROWAVE ADD ON EXISTING CELL-TOWER	$25,000	25,000

BU2025-03453	11/17/2025	5400 JOHN Q HAMMON DR NW CONCORD, NC 28027	OWL SERVICES USA - OBE CONCORD	Installation of 2 EV chargers located Concord Embassy suites for permit EL2025-02499	$35,976	0
BU2025-03455	11/17/2025	2226 ROXIE ST, AC# KANNAPOLIS, NC 28083	STOKES CONSTRUCTION COMPANY, INC	This project is the tenant build out of a 1500 SF ground level suite in an existing tenant building. Intended use is for outpatient physical therapy. No change in ergess, occupancy, or structure are anticipated in this scope of work.	$93,205	1,500
BU2025-03477	11/18/2025	1025 VINEHAVEN DR NE CONCORD, NC 28083	DELTA CONSTRUCTION SERVICES & MANAGEMENT LLC	COLD SHELL TO FINISH OFFICE SPACE -COMMERCIAL UPFIT	$48,690	1,959
BU2025-03479	11/18/2025	700 WALKER RD, AC# MT PLEASANT, NC 28124	CABARRUS COUNTY SCHOOLS	Build a Brick sign,	$1,200	54
BU2025-03481	11/18/2025	9000 AVIATION BLVD NW, AC# CONCORD, NC 28027	DM MANAGEMENT, INC	COMMERCIAL UPFIT CONCORD REGIONAL AIRPORT ~~ INSTALL ONE 2-HOUR FIRE DOOR AND FRAME IN HANGAR D.	$7,350	0
BU2025-03495	11/19/2025	10301 POPLAR TENT RD HUNTERSVILLE, NC 28078	MASTEC NETWORK SOLUTIONS	upgrade antenna and ancillary equipment on existing cell tower	$25,000	250
BU2025-03511	11/20/2025	4045 CONCORD PKWY S CONCORD, NC 28027	McDonald's USA, LLC	McDonald's USA, LLC ~~ New stand-alone McDonald's restaurant being constructed.	$1,500,000	1,500,000
BU2025-03513	11/20/2025	4375 REPUBLIC CT NW, AC# CONCORD, NC 28027	Orsini Wines	ABC Permit		
BU2025-03515	11/20/2025	40 TRANSIT CT NW, AC# A CONCORD, NC 28025	Auto Elite NC / HPL Auto Techs Signage	Update to building signage for new business	$1,500	0
BU2025-03516	11/20/2025	2513 HAVEN ST KANNAPOLIS, NC 28083	Family Care Home	Requesting zoning for a family Care home at 2315 Have Street Kannapolis.		
BU2025-03520	11/21/2025	9900 POPLAR TENT RD CONCORD, NC 28027	QC Signs & Graphics, Inc. - Kultur Med Spa Sign	Front Lit Illuminated Sign on Raceway	$6,000	30
BU2025-03524	11/21/2025	505 MILTON L TAYLOR ST, AC# KANNAPOLIS, NC 28083	TUFF SHED INC	Save the Children ~~ 8'x16' uninhabited shed without MEP - Exterior to be constructed of Wood	$5,810	128
BU2025-03526	11/21/2025	980 DERITA RD, AC# CONCORD, NC 28027	Mainvine Wine LLC	ABC Permit for Mainvine Wine within Niche Logistics LLC		
BU2025-03528	11/21/2025	7550 RUBEN LINKER RD NW, AC# CONCORD, NC 28027	W.C. CONSTRUCTION COMPANY, LLC	COMMERCIAL UPFIT: TMSA Charter High School - Phase 1B _Minor Interior and Exterior Renovations ~~ Plumbing, Mechanical and Electrical Upfit of the following Rooms: -Media Lab on the 1st. Floor with Two Office -Digital Lab on the 1st. Floor -Two Robotic Labs on the 1st. Floor -Two Science Labs on the 2nd. Floor -Install Electric Vehicles Charging Stations in the front parking lot, including extension of data and power from the Electrical Room (New Panels) to the Parking Lot. * Work includes Plumbing, Mechanical, Electrical and Fire Alarm (as applicable for each room above). * General Construction includes patching surfaces as required for the PME work above.	$232,958	74,108

Cabarrus County Commercial Building Plan Review Summary

Begin Date: 11/1/2025 through End Date: 11/30/2025

BU2025-03529	11/21/2025	433 COPPERFIELD BLVD NE CONCORD, NC 28025	STOCKER ASSOCIATES, INC	INTERIOR OCCUPIED RENOVATION FOR AN EXISTING TENANT. BUILD-OUT OF ADDITIONAL THERAPY ROOMS, NURSES' STATIONS, LAB AREA, ADA RESTROOMS AND STAFF AREAS. ENLARGE EXISTING LOBBY / GUEST SEATING AREA. ASSOCIATED ELECTRICAL, MECHANICAL AND PLUMBING ENGINEERING AS REQUIRED.	$1,207,500	6,333
BU2025-03537	11/24/2025	57 SUNDERLAND RD SW CONCORD, NC 28027	C.A.M. HAULING & GRADING, LLC - HARTSELL PARK RESTROOMS	HARTSELL PARK RESTROOMS ~~ PREFAB RESTROOMS TO REPLACE THE HARTSELL PARK RESTROOMS THAT BURN DOWN DUE TO VANDAL FIRE.	$250,000	200
BU2025-03551	11/25/2025	4433 PAPA JOE HENDRICK BLVD, AC# CHARLOTTE, NC 28262	3TEN CONSTRUCTION, LLC	HENDRICK MOTOR SPORTS TEAM EVENT CENTER UPFIT~~ The existing assembly space is proposed to be renovated and remain the same occupancy use. The scope of work includes new building additions for storage, canopy upgrades, relocation of mezzanine floor, and new mechanical, electrical, plumbing, fire protection systems.	$3,990,000	18,072
BU2025-03552	11/25/2025	1339 CONCORD PKWY N CONCORD, NC 28025	Allen Tate/ Howard Hanna Signage	SignArt to manufacture install 3 wall signs and install those connecting to existing electrical. SignArt will also manufacture (2) tenant panels for monument sign.	$9,000	0
BU2025-03555	11/25/2025	8885 CHRISTENBURY PKWY CONCORD, NC 28027	ORDNER CONSTRUCTION COMPANY INC	Partial upfit	$35,000	20,000
BU2025-03574	11/26/2025	11771 LOWER ROCKY RIVER RD, AC# HARRISBURG, NC 28075	PARAGON SITE SOLUTIONS, LLC	Installation of segmental retaining wall.	$38,900	0
BU2025-03579	12/1/2025	1333 FOREST PARK DR KANNAPOLIS, NC 28083	RITE LITE SIGNS, INC. - Forest Park Elementary School - monument sign	Forest Park Elementary School - monument sign ~~ Manufacture and install illuminated monument sign with EMC	$39,333	58
BU2025-03580	12/1/2025	10175 WEDDINGTON RD CONCORD, NC 28027	LCJ CONSTRUCTION COMPANY INC	DISCONNECTIONS OF EXISITING EQUIPMENT IN SPACE SO CONTRACTOR CAN PERFORM RENOVATION WORK, RECONNECT RE-USED EQUIPMENT AND NEW EQUIPMENT PER PLUMBING DRAWINGS. INSTALLATION OF NEW FLOOR SINK AND INDIRECT WASTE PIPING	$150,000	150,000
BU2025-03582	12/1/2025	5825 THUNDER RD NW CONCORD, NC 28027	NEWCO CONSTRUCTION OF AMERICA INC - Walmart WM#4574 Concord (Mills) NC_EVCS	Walmart WM#4574 Concord (Mills) NC_EVCS ~~ Installation of the following: (8) EV Charging stalls; (1) Utility Transformer, (1) 4000A Bus, 2000A MCB SWitchgear; (4) 400kW Alpitronic HYC400 All-in-One EV Chargers; Removal of existing subsurface for the installation of the chargers, and grading for the EVCS to comply with ADA requirements.	$529,444	529,444
BU-EXCO-2025-00048	11/7/2025	2020 KANNAPOLIS HWY CONCORD, NC 28027	Amshiva Inc. dba Hometown Mart	Convenience store with gas pumps		
BU-EXCO-2025-00049	11/12/2025	744 CHURCH ST N CONCORD, NC 28025	Palmetto Oxygen, LLC	Medical equipment supplier - retail sales		
BU-EXCO-2025-00050	11/26/2025	22 UNION ST N CONCORD, NC 28025	Union 22 Barbershop	A barbershop opening up in suite 104 of the District Exchange		
				Total Plans Reviewed: 52	**$71,942,892**	**9,476,356**

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Reports

SUBJECT:
EDC - November 2025 Monthly Summary Report

BRIEF SUMMARY:
The Cabarrus Economic Development Corporation (EDC) provides monthly updates on the local economic and industry activities in the form of the included report.

REQUESTED ACTION:
For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Brian Hiatt, Interim EDC Executive Director

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- Report

Project Activity Report

NOVEMBER 2025

Current Active Projects
42

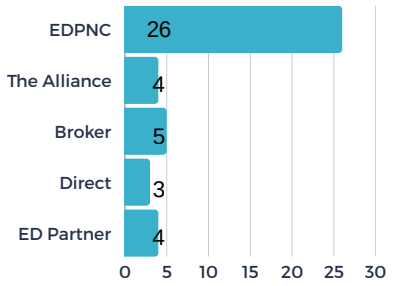
Projects Added in November
9

STATS OVER THE PAST MONTH

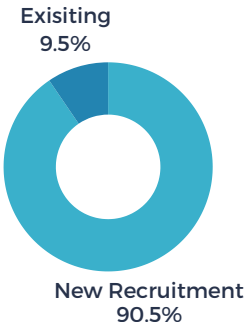
The EDC received **12** new projects/RFIs (request for information) in November and submitted sites/buildings for **9** of the new requests. There were **2** client/consultant site visits/meetings in November.

Project Activity Highlights

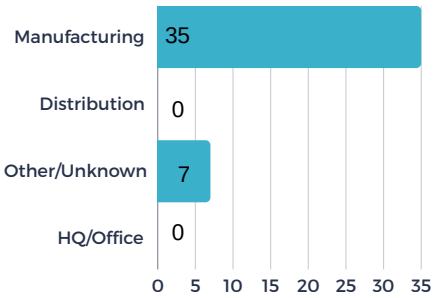
PROJECTS BY SOURCE



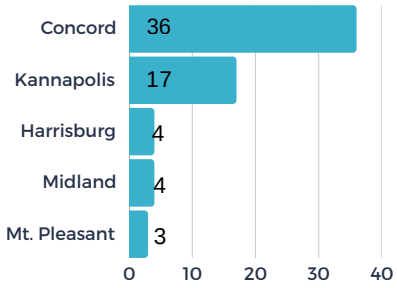
EXISTING VS. NEW



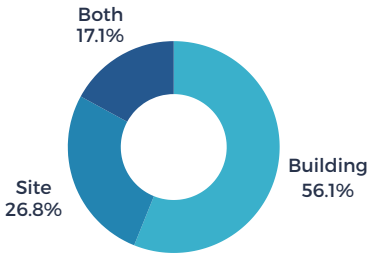
PROJECTS BY TYPE/INDUSTRY



OF PROJECTS BY LOCATION



BUILDINGS VS. SITES



181
average jobs per project

$244M
average investment per project

93K
average square feet per project

50
average acres per project

40%
of Cabarrus EDC's projects involved companies outside of the U.S.

57 Union Street South
Concord, NC 28025

704-703-1725
www.cabarrusedc.com

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Reports

SUBJECT:
Fire Marshal - Cabarrus County Fire Services Monthly Report

BRIEF SUMMARY:
The Cabarrus County Fire Services Monthly Report provides a comprehensive overview of fire service activities across the county, encompassing incident response statistics, significant events, emerging issues, notable achievements, upcoming Insurance Services Office (ISO) inspections, staffing updates/schedules and other pertinent fire department information.

REQUESTED ACTION:
No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Jacob Thompson, Fire Marshal

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

Report

Cabarrus County Fire Services Monthly Report

Date: [December, 2025]

Executive Summary

• Total Incidents for the Month of October for All Departments

647

• Incident Type Breakdown

Incident Type Category (FD1.21): 1 - Fire	
100 - Fire, other	4
111 - Building fire	11
112 - Fires in structure other than in a building	2
113 - Cooking fire, confined to container	2
130 - Mobile property (vehicle) fire, other	2
131 - Passenger vehicle fire	2
140 - Natural vegetation fire, other	2
142 - Brush or brush-and-grass mixture fire	4
150 - Outside rubbish fire, other	1
151 - Outside rubbish, trash or waste fire	1
154 - Dumpster or other outside trash receptacle fire	1
	Total: 32
Incident Type Category (FD1.21): 2 - Overpressure Rupture, Explosion, Overheat (No Fire)	

251 - Excessive heat, scorch burns with no ignition	1
	Total: 1
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident	
300 - Rescue, EMS incident, other	8
311 - Medical assist, assist EMS crew	92
320 - Emergency medical service, other	9
321 - EMS call, excluding vehicle accident with injury	140
322 - Motor vehicle accident with injuries	24
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	20
352 - Extrication of victim(s) from vehicle	5
	Total: 299
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)	
411 - Gasoline or other flammable liquid spill	3
412 - Gas leak (natural gas or LPG)	5
421 - Chemical hazard (no spill or leak)	1
441 - Heat from short circuit (wiring), defective/worn	1
442 - Overheated motor	1
445 - Arcing, shorted electrical equipment	1
461 - Building or structure weakened or collapsed	1
	Total: 13
Incident Type Category (FD1.21): 5 - Service Call	

500 - Service call, other	11
510 - Person in distress, other	8
511 - Lock-out	4
550 - Public service assistance, other	17
551 - Assist police or other governmental agency	11
553 - Public service	3
554 - Assist invalid	47
561 - Unauthorized burning	3
571 - Cover assignment, standby, moveup	5
	Total: 109
Incident Type Category (FD1.21): 6 - Good Intent Call	
600 - Good intent call, other	3
611 - Dispatched and cancelled en route	140
622 - No incident found on arrival at dispatch address	4
631 - Authorized controlled burning	1
651 - Smoke scare, odor of smoke	4
671 - HazMat release investigation w/no HazMat	1
	Total: 153
Incident Type Category (FD1.21): 7 - False Alarm & False Call	
700 - False alarm or false call, other	13
715 - Local alarm system, malicious false alarm	1
730 - System malfunction, other	1

733 - Smoke detector activation due to malfunction	1
734 - Heat detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	5
736 - CO detector activation due to malfunction	3
743 - Smoke detector activation, no fire - unintentional	4
744 - Detector activation, no fire - unintentional	3
745 - Alarm system activation, no fire - unintentional	7
	Total: 39
Incident Type Category (FD1.21): 8 - Severe Weather & Natural Disaster	
800 - Severe weather or natural disaster, other	1

• Total Incidents for the year for All Departments through October 31st.

6,488

• Average Number of Personnel Per Incident from Each Department

3.3

• County Wide Notable Items

All departments will be switching reporting systems to remain federally compliant on January 1st. The Fire Marshals office has been working locally to implement the appropriate changes to facilitate this transition.

Department annual financial statements will be due to the county by December 31st.

Will be working with departments on required 5-year plans to be submitted with budgets for this upcoming FY year. Will be discussing with Chiefs on what should be included in these plans and when they should be submitted.

Have seen an uptick in fires in the last month or two which have not been attributed to any one identifiable cause.

FM and County Management continue to work through contract and ordinance updates to bring to the departments and commissioners.

ISO mandated run card updates in progress and will continue throughout the next year in cooperation with all departments and the communications center.

Working on new document and deadline tracking.

Station Specific Summaries

Allen ($.11 Tax Rate, Current ISO 3)

• Station Location(s)

Current Station 1- 4000 US 601 S Concord, NC 28025

Future Station 2- 5650 MIAMI CHURCH RD CONCORD NC 28025. Station build is in progress but estimated time to completion is unknown. Projected to be 4th quarter of 2026. The land has been cleared, graded, and erosion control has been placed. Department is currently going through the process to select a design professional and a contractor.

• Total Incidents for the Month

80

• Total Incidents for the Year

936

• Average Number of Personnel per Incident

2.7

• Notable Items from Department

ISO Inspection completed In November. Expect results within 90 days of the inspection.

Department looking to add additional storage building at current station.

Cabarrus County Squad 410

• Station Location(s)

Current Station- 380 Highway 49 Concord, NC 28025

• Total Incidents for the Month

42

• Total Incidents for the Year

575

• Average Number of Personnel per Incident

2.9

• Notable Items from Department

Captain Stephen Jackson has graduated from UNC Charlotte's Fire and Rescue Management Program.

Captain Spencer Basinger has completed the NC Fire Investigation Technician course.

Hiring process for Squad 410 and P/T admin position in progress. In process of onboarding new PT admin, several new PT Firefighters, and one new FT Firefighter. Still have one FT opening and looking at add a few more PT to our pool of PT personnel to fill open positions.

Cold Water ($.08 Tax Rate, ISO 2)

• Station Location(s)

Current Station 1- 1830 Gold Hill Road Concord, NC 28025

• Total Incidents for the Month

47

• Total Incidents for the Year

451

• Average Number of Personnel Per Incident

3.9

• Notable Items from Department

Nothing to report

Concord Rural- Concord Fire Department ($.125 Tax Rate, ISO 1)

• Primary response data utilizes another communications center and records management system, and we are unable to pull this data at county level.

• Notable Items from Department

Nothing to report

Flowes Store ($.10 Tax Rate, ISO 3)

• Station Location(s)

Current Station 1- 8623 Flowes Store Road Concord, NC 28025

• Total Incidents for the Month

45

• Total Incidents for the Year

376

• Average Number of Personnel per Incident

4.5

• Notable Items from Department

Nothing to report.

Georgeville ($.09 Tax Rate, ISO 9)

• Station Location(s)

Current Station 1- 6916 NC-200 Concord, NC 28025

• Total Incidents for the Month

26

• Total Incidents for the Year

328

• Average Number of Personnel per Incident

3.5

• Notable Items from Department

Have scheduled their first lower than 9 ISO inspection scheduled for the First Quarter of 2026.

East Gold Hill ($.09 Tax Rate, ISO 4)

• Station Location(s)

Current Station 1- 820 Old US Hwy 80, Gold Hill, NC 28071

• Primary response data utilizes another communications center and records management system, and we are unable to pull this data at county level.

• Notable Items from Department

Nothing to report

Harrisburg Rural- Harrisburg Fire Department ($.15 Tax Rate, ISO 2)

• Primary response data utilizes another communications center and records management system, and we are unable to pull this data at county level.

• Notable Items from Department

Nothing to report

Jackson Park- Concord FD ($.125 Tax Rate, ISO 1)

• Primary response data utilizes another communications center and records management system, and we are unable to pull this data at county level.

• Notable Items from Department

Nothing to report

Kannapolis Rural- City of Kannapolis Fire Department ($.10 Tax Rate, ISO 1)

• Primary response data utilizes another communications center and records management system, and we are unable to pull this data at county level.

• Notable Items from Department

ISO Inspection Scheduled 4th quarter of 2025

Midland Rural ($.10 Tax Rate, ISO 4)

• Station Location(s)

Current Station 1- 12805 US Hwy 601 S Midland, NC 28107

Current Station 2- 369 US HWY 24/27 E Midland, NC 28107

Future Station 3- Plans exist to construct a fire station in the area of Flowes Store Rd. E and US HWY 601. The timeline is unknown but is reflected in the departments 5-to-10-year plans.

Future Station 4- Plans exist to construct a fire station in the area of the Carolina Ridge Housing Development off of Pioneer Mill Rd. The timeline is unknown but is reflected in the department's 5-to-10-year plans.

• Total Incidents for the Month

113

• Total Incidents for the Year

1065

• Average Number of Personnel per Incident

3.6

• Notable Items from Department

FM Office working through inspection process on stations to determine code compliance with upfits.

Mt. Mitchell ($.10 Tax Rate, ISO 4)

• Station Location(s)

Current Station 1- 5875 Old Salisbury-Concord Road Kannapolis, NC 28081

• Total Incidents for the Month

37

• Total Incidents for the Year

340

• Average Number of Personnel per Incident

2.9

• Notable Items from Department

November 2025 update- Since June 2025, the department has experienced three second dispatches and one no-response incident. These issues have been discussed with the department, and they are in the process of developing a corrective plan. We will continue to monitor progress and provide support as needed. Relevant documents available upon request due to sensitive patient information contained in reports.

Mt. Pleasant Rural ($.11 Tax Rate, ISO 4)

• Station Location(s)

Current Station 1- 1415 N Main Street Mt. Pleasant, NC 28124

Future Station 2- A future station is planned for Walker Rd. in the area of Mt. Pleasant high school. Unknown timeline but land is secure for the purpose and will depend on budget prioritization in Mount Pleasant and demand.

Future Station 3- A future station has been discussed for Mt. Pleasant Rd. South depending on future development. Timeline is unknown and is depending on future growth and need.

• Total Incidents for the Month

100

• Total Incidents for the Year

1045

• Average Number of Personnel per Incident

3.2

• Notable Items from Department

Nothing to report

Northeast-Cabarrus ($.12 Tax Rate, ISO 5)

• Station Location(s)

Current Station 1- 1530 Lentz Harness Shop Road N Mt. Pleasant, NC 28124

• Total Incidents for the Month

18

• Total Incidents for the Year

211

• Average Number of Personnel per Incident

2.2

• Notable Items from Department

A new interim fire chief has been appointed. Andre Bergeron is currently serving as the interim fire chief as Chris Brown has stepped down from the position.

Odell ($.059 Tax Rate, ISO 4)

• Station Location(s)

Current Station 1- 9051 Davidson Highway Concord, NC 28027

Current Station 2- 4240 Shiloh Church Road Davidson, NC 28036

• Total Incidents for the Month

135

• Total Incidents for the Year

1,189

• Average Number of Personnel per Incident

3.7

• Notable Items from Department

Nothing to report

Richfield-Misenheimer ($.07 Tax Rate, ISO 5)

• Station Location(s)

Current Station 1- 228 W Church St, Richfield, NC 28137

• Primary response data utilizes another communications center and records management system, and we are unable to pull this data at county level.

• Notable Items from Department

Nothing to report

Rimer ($.10 Tax Rate, ISO 5)

• Station Location(s)

Current Station 1- 4306 Rimer Road Concord, NC 28025

Future Station 2- Unknown exact location but planned for the eastern portion of their district. Timeline for completion is unknown, but department is currently looking for land to purchase.

• Total Incidents for the Month

24

• Total Incidents for the Year

300

• Average Number of Personnel per Incident

3.7

• Notable Items from Department

The fire apparatus from the traffic accident has been deemed non-repairable and is currently being handled by insuran3.7ce.

Attachments

Department September Schedules

ALLEN

October 2025

SLING
WWW.GETSLING.COM

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
29 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Chelsei McClellan 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Drew Barkley 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Drew Barkley 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Kelley Lowder 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Travis Tate	30 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Charles Rudd 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Hakim Simmons 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Randy Dozier 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Randy Dozier 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Thomas Aube 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Thomas Aube	1 Oct 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Drew Barkley 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Hakim Simmons 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Hakim Simmons 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Jason Fistick 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Jason Fistick 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Noah Goodman	2 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Drew Barkley 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Jason Fistick 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Jason Fistick 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Noah Goodman 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Ronan Evans 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Ronan Evans	3 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Jacob Barbee 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Jacob Barbee 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Jason Fistick 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Randy Dozier 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Thomas Aube 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Thomas Aube	4 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department No employee 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Hakim Simmons 11:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Kelley Lowder 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Kelley Lowder	5 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department No employee 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Charles Rudd 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Charles Rudd 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Kelley Lowder
6 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Amoiree Faggart 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Drew Barkley 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Jacob Barbee 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Jacob Barbee 4:00 PM - 6:00 AM Firefighter • Allen Volunteer Fire Department Kelley Lowder 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Noah Goodman 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Randy Dozier	7 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Hakim Simmons 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Hakim Simmons 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Jason Fistick 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Mikey App 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Mikey App 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Noah Goodman 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Randy Dozier	8 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Drew Barkley 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Jason Fistick 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Jason Fistick 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Matthew Ford 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Ronan Evans 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Travis Tate	9 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Drew Barkley 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Hakim Simmons 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Ronan Evans 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Ronan Evans 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Thomas Aube 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Thomas Aube	10 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Avery Kendall 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Kelley Lowder 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Mikey App 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Mikey App 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Randy Dozier	11 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Amoiree Faggart 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Amoiree Faggart 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Kelley Lowder 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Noah Goodman	12 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Hakim Simmons 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Hakim Simmons 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Jacob Barbee 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Jacob Barbee 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Jason Fistick 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Ozell Thompson
13 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Amoiree Faggart 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Cuyler Slocum 9:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Drew Barkley 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Jason Fistick 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Thomas Aube 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Thomas Aube	14 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Amoiree Faggart 6:00 PM - 12:00 AM Driver • Allen Volunteer Fire Department Andrew Coleman 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Jason Fistick 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Kelley Lowder 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Matthew Ford 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Ronan Evans 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Travis Tate	15 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Cuyler Slocum 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Hakim Simmons 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Jacob Barbee 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Jacob Barbee 10:00 PM - 6:00 AM Firefighter • Allen Volunteer Fire Department Kelley Lowder 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Randy Dozier	16 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Chelsei McClellan 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Cuyler Slocum 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Hakim Simmons 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Jacob Barbee 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Randy Dozier 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Ronan Evans	17 9:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Andrew Coleman 8:00 AM - 7:30 PM 1 Officer • Allen Volunteer Fire Department Drew Barkley 8:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 8:00 AM - 9:00 PM Firefighter • Allen Volunteer Fire Department Kelley Lowder 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Matthew Ford 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Matthew Ford	18 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Andrew Coleman 8:00 AM - 12:00 PM Part time hire back • Allen Volunteer Fire Dep... Chloe Zerweck 8:00 AM - 12:00 PM Part time hire back • Allen Volunteer Fire Dep... Jack Bickerstaff 3:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Jason Fistick 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Kelley Lowder 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Matthew Ford 8:00 AM - 12:00 PM Part time hire back • Allen Volunteer Fire Dep... Noah Goodman 8:00 AM - 3:00 PM 1 Officer • Allen Volunteer Fire Department Randy Dozier	19 8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Drew Barkley 6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Drew Barkley 8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Hakim Simmons 6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Hakim Simmons 8:00 AM - 6:00 PM Driver • Allen Volunteer Fire Department Mikey App 6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Ozell Thompson
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6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Ronan Evans	6:00 PM - 8:00 AM Firefighter • Allen Volunteer Fire Department Mikey App	8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Noah Goodman	6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Jacob Barbee	8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Kelley Lowder	6:00 PM - 9:00 AM Firefighter • Allen Volunteer Fire Department Jack Bickerstaff	8:00 AM - 6:00 PM 1 Officer • Allen Volunteer Fire Department Jacob Barbee
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6:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Thomas Aube	2:00 PM - 8:00 AM Driver • Allen Volunteer Fire Department Ronan Evans	8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department Travis Tate	6:00 PM - 8:00 AM 1 Officer • Allen Volunteer Fire Department Randy Dozier	8:00 AM - 12:00 PM 1 Officer • Allen Volunteer Fire Department Randy Dozier	6:00 PM - 9:00 AM Driver • Allen Volunteer Fire Department James Davis	8:00 AM - 6:00 PM Firefighter • Allen Volunteer Fire Department James Davis

December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 [A] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF3 08(12) FF3 08(12) FF3 20(12) FF3 20(12) FF3 08(8) Fire	2 [B] 08(9) Chief 08(24) CAPT 08(8.5) FF1 08(24) FF2 08(24) FF3 08(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE 08(24) LEAVE	3 [B] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(24) FF3 08(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE 08(24) LEAVE	4 [C] 08(9) Chief 17(15) CAPT 08(24) FF1 08(24) FF2 08(12) FF3 08(12) FF3 20(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE	5 [A] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF3 08(12) FF3 08(12) FF3 20(12) FF3 20(12) FF3 Thompson O Thompson J	6 [A] 08(24) CAPT 08(24) FF1 08(24) FF2 08(12) FF2 20(12) FF2 08(12) FF3 20(12) FF3
7 [B] 08(24) CAPT 08(24) FF1 08(24) FF2 08(24) FF3 08(12) FF3 20(12) FF3 08(24) LEAVE 08(24) LEAVE	8 [C] Barbee J Mcclella C OPEN Rudd J OPEN OPEN Green A George H	9 [C] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(12) FF3 08(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE	10 [A] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(24) FF3 08(12) FF3 08(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE	11 [B] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(24) FF3 08(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE	12 [B] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(24) FF3 08(12) FF3 20(12) FF3 08(24) LEAVE Thompson J Green A	13 [C] 08(24) CAPT Jackson S Redish K OPEN Rudd J OPEN OPEN Hunter J
14 [A] 08(24) CAPT 08(24) FF1 08(24) FF2 08(12) FF2 08(12) FF3 20(12) FF3 20(12) FF3	15 [A] Basinger S Rudd J Roy J OPEN OPEN OPEN OPEN	16 [B] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(24) FF3 08(12) FF3 08(12) FF3 20(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE 08(24) LEAVE	17 [C] 08(9) Chief 08(24) CAPT 08(24) FF1 08(12) FF2 08(24) FF3 08(12) FF3 08(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE	18 [C] 08(9) Chief 08(24) CAPT 08(24) FF1 08(12) FF2 08(24) FF2 08(12) FF2 08(12) FF3 20(12) FF3 20(12) FF3 Thompson J	19 [A] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(24) FF3 08(12) FF3 20(12) FF3 20(12) FF3 OPEN OPEN Thompson J Basinger S	20 [B] 08(24) CAPT Barbee J Mcclella C Green A George H OPEN OPEN
21 [B] 08(24) CAPT 08(24) FF1 08(24) FF2 08(24) FF3 08(12) FF3 20(12) FF3	22 [C] Barbee J Mcclella C Green A George H OPEN OPEN	23 [A] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(12) FF2 08(12) FF3 20(12) FF2 20(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE	24 [A] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(12) FF2 08(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE Basinger S	25 [B] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(24) FF3 08(12) FF3 20(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE Barbee J	26 [C] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(12) FF2 08(12) FF3 20(12) FF3 20(12) FF3 OPEN OPEN Thompson J	27 [C] 08(24) CAPT Jackson S Redish K Hunter J OPEN OPEN OPEN OPEN
28 [A] 08(24) CAPT 08(24) FF1 08(24) FF2 08(12) FF2 08(12) FF3 20(12) FF3 20(12) FF3	29 [B] Basinger S Rudd J Roy J Beretz J OPEN OPEN OPEN	30 [B] 08(9) Chief 08(24) CAPT 08(24) FF1 08(24) FF2 08(24) FF3 08(12) FF3 20(12) FF3 08(8) Fire 08(24) LEAVE	31 [C] OPEN Jackson S Redish K Hunter J OPEN OPEN OPEN OPEN Thompson J			

26

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	08(24) LEAVE Barbee J					

SQ410

27

COLD WATER

Oct 2025 - Cold Water Volunteer Fire Department

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			Oct 1 **Cold Water PT Staffing** Engineer 7:00a-3:00p Benjamin Preddy 7:00a-7:00p Engineer 3:00p-11:00p Randy Love 7:00p-7:00a Tom Blackwelder 11:00p-7:00a	**2** **Cold Water PT Staffing** Engineer 7:00a-8:00a Benjamin Preddy 7:00a-7:00p Tim McDonald 8:00a-6:00p Engineer 6:00p-11:00p Steve Blackwelder Jr. 7:00p-5:30a Samuel Long 11:00p-7:00a Officer/FF ✱ 5:30a-7:00a **Events** Training Night 7:00p - 10:00p	**3** **Cold Water PT Staffing** Jim Preddy 7:00a-3:00p Officer/FF 7:00a-11:00p Jim Preddy 3:00p-11:00p Crystal Long 11:00p-7:00a Samuel Long 11:00p-7:00a	**4** **Cold Water PT Staffing** Samuel Long 7:00a-3:00p Crystal Long 7:00a-3:00p Officer/FF 3:00p-7:00p Randy Love 3:00p-11:00p Jason Walker 7:00p-7:00a Randy Love 11:00p-7:00a
5 **Cold Water PT Staffing** Jim Preddy 7:00a-3:00p Officer/FF 7:00a-7:00a Randy Love 3:00p-11:00p David Blackwelder 11:00p-7:00a	**6** **Cold Water PT Staffing** Jim Preddy 7:00a-3:00p Tim McDonald 7:00a-7:00p Jim Preddy 3:00p-11:00p Officer/FF 7:00p-11:00p Lucas Barnhardt 11:00p-7:00a David Blackwelder 11:00p-7:00a	**7** **Cold Water PT Staffing** Randy Love 7:00a-3:00p Jayden Moser 7:00a-4:00p Randy Love 3:00p-11:00p Officer/FF 4:00p-6:00p Caleb Anderson 6:00p-7:00a Tom Blackwelder 11:00p-7:00a	**8** **Cold Water PT Staffing** Engineer 7:00a-8:00a Officer/FF 7:00a-6:00p Tim McDonald 8:00a-6:00p Caleb Anderson 6:00p-7:00a Randy Love 6:00p-11:00p Tom Blackwelder 11:00p-7:00a	**9** **Cold Water PT Staffing** Tim McDonald 7:00a-7:00p Officer/FF 7:00a-8:00a Benjamin Preddy 8:00a-8:00p Jason Walker 7:00p-11:00p Officer/FF 8:00p-11:00p Steve Blackwelder Jr. 11:00p-7:00a Samuel Long 11:00p-7:00a **Events** EMT Con-Ed 7:30p - 10:30p	**10** **Cold Water PT Staffing** Jim Preddy 7:00a-3:00p Officer/FF 7:00a-11:00p Jim Preddy 3:00p-11:00p Crystal Long 11:00p-7:00a Samuel Long 11:00p-7:00a	**11** **Cold Water PT Staffing** Samuel Long 7:00a-3:00p Crystal Long 7:00a-3:00p Officer/FF 3:00p-7:00a Randy Love 3:00p-11:00p Randy Love 11:00p-7:00a
12 **Cold Water PT Staffing** Randy Love 7:00a-3:00p Officer/FF 7:00a-7:00a Randy Love 3:00p-11:00p David Blackwelder 11:00p-7:00a	**13** **Cold Water PT Staffing** Jayden Moser 7:00a-3:00p Randy Love 7:00a-6:00p Jayden Moser 3:00p-11:00p Caleb Anderson 6:00p-7:00a David Blackwelder 11:00p-7:00a **Events** Board of Directors Me 7:00p - 9:00p	**14** **Cold Water PT Staffing** Engineer 7:00a-8:00a Officer/FF 7:00a-3:00p Tim McDonald 8:00a-6:00p Benjamin Preddy 3:00p-11:00p Engineer 6:00p-11:00p Tom Blackwelder 11:00p-7:00a Steve Blackwelder Jr. 11:00p-5:30a Engineer ✱ 5:30a-7:00a	**15** **Cold Water PT Staffing** Tim McDonald 7:00a-7:00p Benjamin Preddy 7:00a-7:00p Tom Blackwelder 7:00p-7:00a Benjamin Preddy 7:00p-7:00a	**16** **Cold Water PT Staffing** Randy Love 7:00a-3:00p Jayden Moser 7:00a-7:00p Randy Love 3:00p-11:00p Steve Blackwelder Jr. 7:00p-7:00a Tom Blackwelder 11:00p-7:00a **Events** Training Night 7:00p - 10:00p	**17** **Cold Water PT Staffing** Randy Love 7:00a-6:00p Officer/FF 7:00a-7:00a Jayden Moser 6:00p-11:00p Jason Walker 10:00p-7:00a	**18** **Cold Water PT Staffing** Jayden Moser 7:00a-3:00p Officer/FF 7:00a-7:00a Randy Love 3:00p-11:00p Randy Love 11:00p-7:00a
19 **Cold Water PT Staffing** Benjamin Preddy 7:00a-3:00p Officer/FF 7:00a-8:00a Jim Preddy 8:00a-3:00p H L Ruth 3:00p-10:00p Randy Love 3:00p-11:00p Officer/FF 10:00p-7:00a David Blackwelder 11:00p-7:00a	**20** **Cold Water PT Staffing** Jim Preddy 7:00a-3:00p Officer/FF 7:00a-8:00a Tim McDonald 8:00a-6:00p Jim Preddy 3:00p-11:00p Caleb Anderson 6:00p-7:00a David Blackwelder 11:00p-7:00a	**21** **Cold Water PT Staffing** Tim McDonald 7:00a-7:00p Officer/FF 7:00a-7:00a Jayden Moser 7:00p-11:00p Tom Blackwelder 11:00p-7:00a	**22** **Cold Water PT Staffing** Randy Love 7:00a-3:00p Officer/FF 7:00a-7:00a Randy Love 3:00p-11:00p Tom Blackwelder 11:00p-7:00a	**23** **Cold Water PT Staffing** Engineer 7:00a-8:00a Officer/FF 7:00a-8:00a Tim McDonald 8:00a-6:00p Benjamin Preddy 8:00a-4:00p Randy Love 3:00p-11:00p Jayden Moser 4:00p-11:00p Steve Blackwelder Jr. 11:00p-7:00a Samuel Long 11:00p-7:00a	**24** **Cold Water PT Staffing** Jim Preddy 7:00a-3:00p Tim McDonald 7:00a-3:00p Officer/FF 3:00p-7:00a Jim Preddy 3:00p-11:00p Jim Preddy 11:00p-7:00a	**25** **Cold Water PT Staffing** Samuel Long 7:00a-3:00p Crystal Long 7:00a-3:00p Officer/FF 3:00p-7:00a Randy Love 3:00p-11:00p Randy Love 11:00p-7:00a
26 **Cold Water PT Staffing** Jim Preddy 7:00a-3:00p Officer/FF 7:00a-3:00p H L Ruth 3:00p-6:00p Randy Love 3:00p-11:00p Officer/FF 6:00p-7:00a David Blackwelder 11:00p-7:00a	**27** **Cold Water PT Staffing** Tim McDonald 7:00a-7:00p Officer/FF 7:00a-8:00a Benjamin Preddy 8:00a-3:00p Officer/FF 3:00p-6:00p Jim Preddy 3:00p-11:00p Caleb Anderson 6:00p-7:00a David Blackwelder 11:00p-7:00a	**28** **Cold Water PT Staffing** Jason Walker 7:00a-3:30p Benjamin Preddy 7:00a-11:00p Jayden Moser 3:00p-11:00p Jason Walker 10:00p-7:00a Steve Blackwelder Jr. 10:00p-7:00a	**29** **Cold Water PT Staffing** Benjamin Preddy 7:00a-3:00p Officer/FF 7:00a-8:00a Kyler Clutts 8:00a-5:00p Benjamin Preddy 3:00p-7:00p Officer/FF 5:00p-11:00p Tom Blackwelder 7:00p-11:00p Tom Blackwelder 11:00p-7:00a Steve Blackwelder Jr. 11:00p-5:30a Engineer ✱ 5:30a-7:00a	**30** **Cold Water PT Staffing** Randy Love 7:00a-3:00p Jayden Moser 7:00a-5:00p Randy Love 3:00p-11:00p Officer/FF 5:00p-6:00p Caleb Anderson 6:00p-7:00a Tom Blackwelder 11:00p-7:00a	**31** **Cold Water PT Staffing** Jim Preddy 7:00a-3:00p Officer/FF 7:00a-7:00a Jim Preddy 3:00p-11:00p Steve Blackwelder Jr. 11:00p-5:30a Engineer ✱ 5:30a-7:00a	

✱ **Indicates time starts on following calendar day**
*** Events and Time Off follow default Split Time of Day of 7:00a**

FLOWES STORE

Schedule By Position For 10-01-2025 to 10-31-2025

Unit Name	Event Date	Shift	Times	User Name	Hours
ENG - Day	10/1/2025	B	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/1/2025	B	20:00-08:00	Messina, Anthony	12.00
FF - Day	10/1/2025	B	08:00-15:00	Baker, Kyle	7.00
FF - Evening	10/1/2025	B	17:00-22:00	Kirby, Corey	5.00
FF - Night	10/1/2025	B	22:00-06:00	Morales, Julian	8.00
Officer - Day	10/1/2025	B	08:00-16:00	Houston, Joey	8.00
ENG - Day	10/2/2025	C	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/2/2025	C	20:00-08:00	Watts, Jimmy	12.00
FF - Evening	10/2/2025	C	14:00-22:00	Morales, Julian	8.00
FF - Night	10/2/2025	C	22:00-06:00	Morales, Julian	8.00
ENG - Day	10/3/2025	B	08:00-20:00	Houston, Joey	12.00
ENG - Night	10/3/2025	B	20:00-08:00	Houston, Joey	12.00
FF - Day	10/3/2025	B	06:00-14:00	Shaffer, Jeremy	8.00
FF - Night	10/3/2025	B	22:00-06:00	Morales, Julian	8.00
Officer - Day	10/3/2025	B	08:00-20:00	Vanderkolk, Travis	12.00
ENG - Night	10/4/2025	C	22:00-08:00	Watts, Jimmy	10.00
FF - Night	10/4/2025	C	22:00-06:00	Morales, Julian	8.00
Officer - Day	10/4/2025	C	08:00-20:00	Pericho, Dave	12.00
ENG - Day	10/5/2025	A	08:00-20:00	Shaffer, Jeremy	12.00
ENG - Night	10/5/2025	A	20:00-08:00	Watts, Jimmy	12.00
FF - Evening	10/5/2025	A	17:00-22:00	Kirby, Corey	5.00
FF - Night	10/5/2025	A	22:00-06:00	Morales, Julian	8.00
Officer - Day	10/5/2025	A	08:00-20:00	Parker, Evan	12.00
ENG - Day	10/6/2025	B	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/6/2025	B	20:00-08:00	Watts, Jimmy	12.00
FF - Day	10/6/2025	B	06:00-14:00	Parker, Evan	8.00
FF - Evening	10/6/2025	B	14:00-22:00	Medlin, Colby	8.00
FF - Night	10/6/2025	B	22:00-06:00	Baker, Kyle	8.00
Officer - Day	10/6/2025	B	08:00-20:00	Houston, Joey	12.00
ENG - Day	10/7/2025	A	08:00-20:00	Hester, Ryan	12.00
ENG - Night	10/7/2025	A	20:00-08:00	Hester, Ryan	12.00
FF - Day	10/7/2025	A	06:00-17:00	ODay, Austin	11.00
FF - Evening	10/7/2025	A	17:00-22:00	Kirby, Corey	5.00
FF - Night	10/7/2025	A	22:00-06:00	Morales, Julian	8.00
ENG - Day	10/8/2025	B	08:00-12:00	Houston, Joey	4.00
ENG - Day	10/8/2025	B	12:00-20:00	Shaffer, Jeremy	8.00
ENG - Night	10/8/2025	B	20:00-08:00	Messina, Anthony	12.00
FF - Day	10/8/2025	B	08:00-14:00	Baker, Kyle	6.00
FF - Evening	10/8/2025	B	14:00-22:00	Morales, Julian	8.00
FF - Night	10/8/2025	B	22:00-06:00	Morales, Julian	8.00
Officer - Day	10/8/2025	B	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/9/2025	C	20:00-06:00	Houston, Joey	10.00
FF - Day	10/9/2025	C	10:00-17:00	Malmut, Craig	7.00
FF - Evening	10/9/2025	C	17:00-22:00	Kirby, Corey	5.00

FLOWES STORE

Unit Name	Event Date	Shift	Times	User Name	Hours
FF - Night	10/9/2025	C	22:00-06:00	Eudy, Charli	8.00
Officer - Day	10/9/2025	C	08:00-20:00	Houston, Joey	12.00
ENG - Day	10/10/2025	A	08:00-20:00	Shaffer, Jeremy	12.00
ENG - Night	10/10/2025	A	20:00-08:00	Morgan, Patrick	12.00
FF - Day	10/10/2025	A	08:00-14:00	ODay, Austin	6.00
FF - Evening	10/10/2025	A	14:00-22:00	ODay, Austin	8.00
FF - Night	10/10/2025	A	22:00-06:30	ODay, Austin	8.50
Officer - Day	10/10/2025	A	06:00-20:00	Morgan, Patrick	14.00
ENG - Day	10/11/2025	C	08:00-12:00	Houston, Joey	4.00
ENG - Night	10/11/2025	C	20:00-08:00	Shaffer, Jeremy	12.00
FF - Night	10/11/2025	C	22:00-06:00	Morales, Julian	8.00
Officer - Day	10/11/2025	C	08:00-20:00	Pericho, Dave	12.00
ENG - Day	10/12/2025	A	08:00-20:00	Shaffer, Jeremy	12.00
ENG - Night	10/12/2025	A	20:00-08:00	Shaffer, Jeremy	12.00
FF - Day	10/12/2025	A	06:00-14:00	Morales, Julian	8.00
FF - Evening	10/12/2025	A	14:00-22:00	Medlin, Colby	8.00
FF - Night	10/12/2025	A	22:00-06:00	McClellan, Chelsei	8.00
Officer - Day	10/12/2025	A	08:00-20:00	McClellan, Chelsei	12.00
ENG - Day	10/13/2025	B	08:00-20:00	Shaffer, Jeremy	12.00
ENG - Night	10/13/2025	B	20:00-08:00	Messina, Anthony	12.00
FF - Day	10/13/2025	B	06:00-17:00	ODay, Austin	11.00
FF - Evening	10/13/2025	B	17:00-22:00	Kirby, Corey	5.00
FF - Night	10/13/2025	B	22:00-06:00	Morales, Julian	8.00
Officer - Day	10/13/2025	B	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/14/2025	C	20:00-08:00	Messina, Anthony	12.00
FF - Evening	10/14/2025	C	14:00-22:00	Morales, Julian	8.00
FF - Night	10/14/2025	C	22:00-06:00	Medlin, Colby	8.00
Officer - Day	10/14/2025	C	08:00-17:00	Vanderkolk, Travis	9.00
ENG - Night	10/15/2025	B	20:00-08:00	Houston, Joey	12.00
FF - Day	10/15/2025	B	07:00-08:00	Houston, Joey	1.00
FF - Day	10/15/2025	B	08:00-17:00	ODay, Austin	9.00
FF - Evening	10/15/2025	B	17:00-22:00	Kirby, Corey	5.00
FF - Night	10/15/2025	B	22:00-06:00	Eudy, Charli	8.00
Officer - Day	10/15/2025	B	08:00-20:00	Houston, Joey	12.00
ENG - Day	10/16/2025	C	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/16/2025	C	20:00-08:00	Watts, Jimmy	12.00
FF - Day	10/16/2025	C	06:00-14:00	Morales, Julian	8.00
FF - Evening	10/16/2025	C	19:45-22:00	Medlin, Colby	2.25
FF - Night	10/16/2025	C	22:00-06:00	Medlin, Colby	8.00
Officer - Day	10/16/2025	C	08:00-20:00	Vanderkolk, Travis	12.00
ENG - Day	10/17/2025	A	08:00-12:00	Parker, Evan	4.00
ENG - Night	10/17/2025	A	20:00-08:00	Hester, Ryan	12.00
FF - Day	10/17/2025	A	06:00-14:00	ODay, Austin	8.00
FF - Evening	10/17/2025	A	14:00-22:00	ODay, Austin	8.00

FLOWES STORE

Unit Name	Event Date	Shift	Times	User Name	Hours
FF - Night	10/17/2025	A	22:00-06:00	ODay, Austin	8.00
Officer - Day	10/17/2025	A	08:00-20:00	Hester, Ryan	12.00
ENG - Day	10/18/2025	B	08:00-12:00	Shaffer, Jeremy	4.00
ENG - Night	10/18/2025	B	20:00-08:00	Parker, Evan	12.00
FF - Evening	10/18/2025	B	14:00-22:00	Eudy, Charli	8.00
FF - Night	10/18/2025	B	22:00-06:00	Eudy, Charli	8.00
Officer - Day	10/18/2025	B	08:00-20:00	Parker, Evan	12.00
ENG - Night	10/19/2025	A	20:00-08:00	Parker, Evan	12.00
FF - Day	10/19/2025	A	06:00-17:00	Morales, Julian	11.00
FF - Evening	10/19/2025	A	17:00-22:00	Kirby, Corey	5.00
FF - Night	10/19/2025	A	22:00-06:00	Medlin, Colby	8.00
Officer - Day	10/19/2025	A	08:00-20:00	Parker, Evan	12.00
ENG - Day	10/20/2025	B	08:00-20:00	Shaffer, Jeremy	12.00
ENG - Night	10/20/2025	B	20:00-08:00	Messina, Anthony	12.00
FF - Day	10/20/2025	B	08:00-14:00	Baker, Kyle	6.00
FF - Day	10/20/2025	B	08:00-13:00	Hapeman, Ben	5.00
FF - Evening	10/20/2025	B	14:00-22:00	Baker, Kyle	8.00
FF - Night	10/20/2025	B	22:00-08:00	Watts, Jimmy	10.00
Officer - Day	10/20/2025	B	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/21/2025	C	20:00-08:00	Houston, Joey	12.00
FF - Day	10/21/2025	C	08:00-14:00	Morales, Julian	6.00
FF - Evening	10/21/2025	C	14:00-22:00	McClellan, Chelsei	8.00
FF - Night	10/21/2025	C	22:00-06:00	Medlin, Colby	8.00
Officer - Day	10/21/2025	C	08:00-20:00	Houston, Joey	12.00
ENG - Night	10/22/2025	A	20:00-08:00	Watts, Jimmy	12.00
FF - Day	10/22/2025	A	06:00-14:00	ODay, Austin	8.00
FF - Evening	10/22/2025	A	14:00-22:00	ODay, Austin	8.00
FF - Night	10/22/2025	A	22:00-06:00	Eudy, Charli	8.00
Officer - Day	10/22/2025	A	08:00-20:00	Morgan, Patrick	12.00
ENG - Night	10/23/2025	C	20:00-08:00	Watts, Jimmy	12.00
FF - Evening	10/23/2025	C	17:00-22:00	Kirby, Corey	5.00
FF - Night	10/23/2025	C	22:00-06:00	Kirby, Corey	8.00
Officer - Day	10/23/2025	C	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/24/2025	A	20:00-08:00	Parker, Evan	12.00
FF - Day	10/24/2025	A	06:00-14:00	Medlin, Colby	8.00
FF - Evening	10/24/2025	A	14:00-22:00	ODay, Austin	8.00
FF - Night	10/24/2025	A	22:00-06:00	ODay, Austin	8.00
Officer - Day	10/24/2025	A	08:00-20:00	Shaffer, Jeremy	12.00
ENG - Day	10/25/2025	B	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/25/2025	B	20:00-08:00	Messina, Anthony	12.00
FF - Evening	10/25/2025	B	14:00-22:00	Morales, Julian	8.00
FF - Night	10/25/2025	B	22:00-06:00	Morales, Julian	8.00
ENG - Day	10/26/2025	C	08:00-20:00	Shaffer, Jeremy	12.00
ENG - Night	10/26/2025	C	20:00-08:00	Watts, Jimmy	12.00
FF - Day	10/26/2025	C	06:00-14:00	Morales, Julian	8.00
FF - Evening	10/26/2025	C	14:00-22:00	Morales, Julian	8.00

FLOWES STORE

Unit Name	Event Date	Shift	Times	User Name	Hours
FF - Night	10/26/2025	C	22:00-06:00	McClellan, Chelsei	8.00
Officer - Day	10/26/2025	C	08:00-20:00	McClellan, Chelsei	12.00
ENG - Day	10/27/2025	B	08:15-20:00	Parker, Evan	11.75
ENG - Night	10/27/2025	B	20:00-08:00	Messina, Anthony	12.00
FF - Day	10/27/2025	B	06:00-14:00	Hapeman, Ben	8.00
FF - Evening	10/27/2025	B	14:00-22:00	Eudy, Charli	8.00
FF - Night	10/27/2025	B	22:00-06:00	Eudy, Charli	8.00
Officer - Day	10/27/2025	B	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/28/2025	C	20:00-08:00	Shaffer, Jeremy	12.00
FF - Day	10/28/2025	C	06:00-14:00	Medlin, Colby	8.00
FF - Evening	10/28/2025	C	14:00-22:00	Medlin, Colby	8.00
FF - Night	10/28/2025	C	22:00-06:00	Medlin, Colby	8.00
Officer - Day	10/28/2025	C	08:00-20:00	Shaffer, Jeremy	12.00
ENG - Night	10/29/2025	A	20:00-08:00	Watts, Jimmy	12.00
FF - Day	10/29/2025	A	06:00-14:00	Morales, Julian	8.00
FF - Evening	10/29/2025	A	14:00-22:00	Morales, Julian	8.00
FF - Night	10/29/2025	A	22:00-06:00	Medlin, Colby	8.00
Officer - Day	10/29/2025	A	08:00-20:00	Morgan, Patrick	12.00
ENG - Day	10/30/2025	B	08:00-20:00	Messina, Anthony	12.00
ENG - Night	10/30/2025	B	20:00-08:00	Hester, Ryan	12.00
FF - Day	10/30/2025	B	06:00-17:00	Morales, Julian	11.00
FF - Evening	10/30/2025	B	17:00-22:00	Kirby, Corey	5.00
FF - Night	10/30/2025	B	22:00-06:00	Eudy, Charli	8.00
Officer - Day	10/30/2025	B	08:00-20:00	Houston, Joey	12.00
ENG - Night	10/31/2025	A	22:00-08:00	Shaffer, Jeremy	10.00
FF - Day	10/31/2025	A	06:00-14:00	Eudy, Charli	8.00
FF - Evening	10/31/2025	A	14:00-22:00	McClellan, Chelsei	8.00
FF - Night	10/31/2025	A	22:00-06:00	McClellan, Chelsei	8.00
Officer - Day	10/31/2025	A	08:00-22:00	Hester, Ryan	14.00
Unit Name	Event Date	Shift	Times	User Name	Hours

GEORGEVILLE

October 2025

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
		1 Officer- Keith Hicks Driver- John Ferrante	2 Officer- Trey Cruse Driver- Keith Hicks FF- Scott Williams	3 Evening Shift- Jeff Page	4 Officer- Matt Helms	5 Officer- Matt Helms
6 Officer- Doug Saunders Driver- Aaron Kimmel	7 Officer- Keith Hicks Driver- Trey Cruse FF- Scott Williams	8 Evening Shift- Jeff Page	9 *Open*	10 Officer- Brian Smith Driver- Doug Saunders Evening Shift-	11 Officer- Matt Helms Evening Shift- Trevor Cruse	12 *Open*
13 Officer- John Ferrante Driver- Matt Helms FF- Doug Saunders	14 Officer- Scott Williams Driver- Brian Smith	15 Officer- Keith Hicks Driver- John Ferrante	16 Officer- John Ferrante Driver- Matt Helms	17 Officer- Matt Helms	18 Officer- Doug Saunders	19 Officer- Matt Helms Driver- Aaron Kimmel
20 Officer- Math Helms Driver- Trey Cruse	21 Officer- Keith Hicks Driver- John Ferrante FF1- Scott Willi	22 Officer- John Ferrante	23 *Open*	24 Officer- Keith Hicks Driver- Scott Williams FF- Trey Cruse	25 Officer- Matt Helms	26 Officer- Matt Helms
27 Officer- Brian Smith Driver- Doug Saunders Evening Shift- Trevor Cruse	28 Officer- John Ferrante Driver- Aaron Kimmel FF- Doug Saunders	29 Officer- Keith Hicks Driver- Trey Cruse FF- Scott Williams	30 Officer- Trey Cruse Driver- Keith Hicks FF- John Ferrante	31 Officer- John Ferrante		

October 2025



Sun 28	Mon 29	Tue 30	Wed 1	Thu 2	Fri 3	Sat 4
	7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	Goldhill pay period ends 7:30 AM Brock/Livengood/Morgan (Day)	
5	6 Morgan/Haas (Night) Brock/Livengood/Logan (Day)	7 Morgan/Haas (Night) Brock/Livengood/Logan (Day)	8 Morgan/Haas (Night) Brock/Livengood/Logan (Day)	9 Morgan/Haas (Night) Brock/Livengood/Logan (Day)	10 Brock/Livengood/Logan (Day)	11
12	13 7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	14 7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	15 7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	16 7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	17 Goldhill pay period ends 7:30 AM Brock/Livengood/Morgan(Day)	18
19	20 Morgan/Haas (Night) Brock/Livengood/Logan (Day)	21 Today Morgan/Haas (Night) Brock/Livengood/Logan (Day)	22 Morgan/Haas (Night) Brock/Livengood/Logan (Day)	23 Morgan/Haas (Night) Brock/Livengood/Logan (Day)	24 Brock/Livengood/Logan (Day)	25
26	27 7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	28 7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	29 7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	30 7:30 AM Brock/Livengood/Morgan(Day) Haas/Logan(Night)	31 Goldhill pay period ends 7:30 AM Brock/Livengood/Morgan(Day)	1

October 2025 MIDLAND

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			08(24) Sta 1 08(24) Sta1 08(10) Sta1- 18(11) Sta1- 08(24) Sta2- 08(24) Sta2- 08(6) Sta2- 18(14) Sta2- 08(24) Batt 07(8) Chief 08(8) Dep C 08(8) AC 08(5) Finan 13(5) Finan 08(8) EM/Tr 07(10) EMS C	**1 [A]** Owen D08(24) Sta 1 Brown S08(24) Sta1 Brown K08(3.75) Sta1- Hastings R18(12.25) Sta1- Towery D08(24) Sta2- Furr K08(24) Sta2- Legg C08(24) Sta2- OPEN08(10) Batt Bergeron P18(14) Batt Coley L07(8) Chief Case J08(8) Dep C Yow T08(8) EM/Tr Smith D07(10) EMS C OPEN Mills T Penninge J	**2 [B]** Gianino R08(24) Sta 1 Clarke J08(24) Sta1 Abernath W08(24) Sta1- Bullock D08(10) Sta2- Towery D18(14) Sta2- Frame J08(24) Sta2- Kendrick T08(23) Sta2- King S08(24) Batt Morris C07(8) Chief Coley L08(8) Dep C Case J08:30(7) AC Mills T08(1) Finan Penninge J09(2.5) Finan 11:30(6.5) Finan	**3 [B]** Gianino R08(24) Sta 1 Clarke J08(24) Sta1 OPEN08(24) Sta1- OPEN08(10) Sta2- Bergeron P18(14) Sta2- Frame J08(24) Sta2- Eddins B08(24) Sta2- Morris C08(24) Batt Coley L Case J Yow T OPEN Smith D OPEN	**4 [C]** Mills T Furr K OPEN Frame J OPEN Furr W Weathers T OPEN
08(24) Sta 1 08(24) Sta1 08(24) Sta1- 08(24) Sta2- 08(24) Sta2- 08(24) Sta2- 08(24) Sta2- 08(24) Batt	**5 [C]** Mills T08(10) Sta 1 Furr K18(14) Sta 1 OPEN08(24) Sta1 Bergeron P08(15) Sta1- OPEN18(11) Sta1- Furr W08(24) Sta2- OPEN08(24) Sta2- OPEN08(24) Sta2- 08(24) Batt 07(8) Chief 08(8) Dep C 08(8) EM/Tr 07(10) EMS C	**6 [A]** Morris C08(24) Sta 1 Bergeron P08(24) Sta1 Brown S08(24) Sta1- Eddins B08(24) Sta2- Hastings R08(24) Sta2- Legg C08(24) Sta2- Furr K08(24) Batt Gardner A07(8) Chief Owen D08(8) Dep C Coley L08(10) AC Case J08(8) Finan Mills T16(0.5) Finan Penninge J16:30(1.5) Finan 08(10) EM/Tr 07(10) EMS C	**7 [A]** Morris C08(10) Sta 1 Brown S18(14) Sta 1 Abernath W08(24) Sta1 Legg C08(10) Sta1- Furr K08(10) Sta1- Gardner A08(24) Sta2- Bergeron P08(24) Sta2- Coley L08(10) Sta2- Case J18(12) Sta2- Yow T08(24) Batt OPEN07(8) Chief Smith D08(8) Dep C OPEN08(7) AC Mills T08(7.25) Finan Penninge J15:15(2.75) Finan 08(3) RCCFc 11(3) EM/Tr	**8 [B]** Morris C08(10) Sta 1 Kendrick T18(14) Sta 1 Owen D08(24) Sta1 Abernath W08(24) Sta1- Kendrick T08(24) Sta2- Towery D08(24) Sta2- Frame J18(4) Sta2- Brown K08(10) Sta2- Bullock D18(14) Sta2- Bergeron P08(24) Batt Coley L07(8) Chief Case J08(8) Dep C Yow T08(7.5) EM/Tr Smith D07(10) EMS C OPEN Mills T Mills T	**9 [B]** King S09(23) Sta 1 OPEN08(24) Sta1 Owen D08(24) Sta1- Clarke J08(24) Sta2- Towery D08(24) Sta2- Frame J08(24) Sta2- Eury J18(14) Sta2- Brown K08(24) Batt OPEN07(8) Chief OPEN08(8) Dep C Coley L08(9) AC Case J08(1.5) Finan Mills T09:30(0.75) Finan Penninge J10:15(7.75) Finan 08(8) LG/IO	**10 [C]** Mills T08(24) Sta 1 Clarke J08(24) Sta1 OPEN08(24) Sta2- Towery D08(24) Sta2- Furr W08(24) Sta2- OPEN08(10) Batt Basso A18(14) Batt OPEN Coley L OPEN Yow T OPEN Smith D OPEN Gianino R	**11 [C]** Mills T Eury J OPEN Furr W Basso A OPEN Morris C
08(24) Sta 1 08(24) Sta1 08(24) Sta1- 08(24) Sta2- 08(24) Sta2- 08(24) Sta2- 13(5) LG/IO	**12 [A]** Morris C08(10) Sta 1 Brown S18(14) Sta 1 OPEN08(24) Sta1 Towery D08(10) Sta1- Furr K18(14) Sta1- OPEN08(24) Sta2- Gianino R08(24) Sta2- 08(10) Sta2- 18(11) Sta2- 08(24) Batt 07(8) Chief 08(8) Dep C 08(8) AC 09(3) RCCFc 07:30(8) EM/Tr 12(1) EM/Tr 07(10) EMS C	**13 [A]** Morris C08(10) Sta 1 OPEN18(14) Sta 1 Brown S08(10) Sta1 King S18(14) Sta1 Basso A08(10) Sta1- Legg C08(10) Sta1- Furr K08(10) Sta2- Abernath W18(14) Sta2- Hastings R08(24) Sta2- Owen D08(24) Sta2- Coley L08(24) Batt Case J07(8) Chief Yow T08(8) Dep C Towery D08:30(5.5) EM/Tr Mills T07(10) EMS C Towery D23:30(3) EMS C Penninge J	**14 [B]** King S08(1.5) Sta 1 Gianino R09:30(22.5) Sta 1 Gianino R08(24) Sta1 Kendrick T08(24) Sta1- Brown K08(24) Sta2- Kendrick T08(24) Sta2- Legg C08(24) Sta2- OPEN08(10) Batt Frame J18(14) Batt Davis J07(8) Chief Owen D08(8) Dep C Coley L09(8) AC Case J07:30(4.5) Finan Mills T08(8) EM/Tr Penninge J07(10) EMS C Penninge J	**15 [B]** Kendrick T08(24) Sta 1 Abernath W08(24) Sta1 Gianino R08(10) Sta1- OPEN18(11) Sta1- Towery D08(24) Sta2- Frame J08(24) Sta2- Eddins B08(24) Sta2- OPEN08(22.5) Batt Morris C07(8) Chief Coley L08(8) Dep C Case J Yow T Smith D Mills T Penninge J	**16 [C]** Morris C08(10) Sta 1 Mills T18(14) Sta 1 Abernath W08(24) Sta1 Hastings R08(24) Sta1- Towery D08(10) Sta2- Furr W18(14) Sta2- Rivera H08(24) Sta2- Owen D08(10) Sta2- Coley L18(14) Sta2- Case J18(14) Sta2- 08(10) Batt 18(14) Batt 07(8) Chief 08(8) Dep C 08(8) LG/IO	**17 [C]** Morris C08(24) Sta 1 OPEN08(24) Sta1 Mills T08(24) Sta1- Clarke J08(24) Sta2- Legg C08(24) Sta2- OPEN08(6) Sta2- Furr W14(18) Sta2- OPEN08(24) Batt Weathers T08(4) EM/Tr Eddins B Abernath W OPEN Coley L Case J Gianino R	**18 [A]** OPEN Brown S Clarke J Furr K Eury J Eudy L OPEN OPEN Mills T
08(24) Sta 1 08(24) Sta1 08(24) Sta1- 08(24) Sta2- 08(24) Sta2- 08(24) Batt	**19 [A]** OPEN08(10) Sta 1 Brown S18(14) Sta 1 Eury J08(24) Sta1 Towery D08(3) Sta1- Furr K11(7) Sta1- OPEN18(11) Sta1- OPEN08(24) Sta2- 08(24) Sta2- 08(10) Sta2- 18(14) Sta2- 08(10) Batt 18(14) Batt 07(8) Chief 08(8) Dep C 08(10) AC 08(8) Finan 16(1.5) Finan 17:30(0.5) Finan 19(3) RCCFc 09(13) EM/Tr	**20 [B]** Abernath W08(24) Sta 1 Morris C08(24) Sta1 Gianino R08(24) Sta1- Bullock D08(24) Sta2- OPEN08(24) Sta2- Hastings R08(10) Sta2- Owen D18(14) Sta2- Frame J08(24) Batt Brown K07(8) Chief Basso A08(8) Dep C King S09(7) EM/Tr OPEN07(10) EMS C Coley L Case J Yow T OPEN Smith D OPEN Towery D Mills T	**21 [B]** Morris C08(10) Sta 1 Gianino R18(14) Sta 1 Rivera H08(10) Sta1 Abernath W18:30(14) Sta1 Frame J08(24) Sta1- King S08(4) Sta1- OPEN08(10) Sta2- Owen D18(14) Sta2- Coley L08(24) Sta2- Case J08(24) Sta2- Mills T08(24) Batt Penninge J07(8) Chief 08(8) Dep C 08(10) AC 08(8) Finan 16(2) Finan 07(10) EMS C	**22 [C]** Abernath W08(24) Sta 1 Mills T08(24) Sta1 Mills T08(10) Sta1- Weathers T18(11) Sta1- Eddins B08(24) Sta2- Morris C08(24) Sta2- Brown K08(10) Sta2- Owen D18(12) Sta2- Furr W08(24) Batt OPEN07(8) Chief Towery D08(8) Dep C Coley L07(10) EMS C Case J Yow T Smith D OPEN Penninge J	**23 [C]** Owen D08(10) Sta 1 Mills T18(14) Sta 1 OPEN08(24) Sta1 Hastings R08(24) Sta1- Towery D08(10) Sta2- Furr W18(14) Sta2- OPEN08(24) Sta2- Bullock D08(24) Sta2- Bergeron P18(14) Sta2- Coley L08(24) Batt Case J07(8) Chief Penninge J08(8) Dep C 08(8) EM/Tr 08(8) LG/IO	**24 [A]** Morris C08(24) Sta 1 OPEN08(24) Sta1 Brown S08(24) Sta1- Gardner A08(24) Sta2- Abernath W08(24) Sta2- OPEN08(24) Sta2- Furr K08(24) Batt Clarke J Basso A Bergeron P Coley L Case J Mills T Gianino R	**25 [A]** Morris C Brown S Clarke J OPEN Furr K Basso A Abernath W
08(10) Sta 1 18(14) Sta 1 08(24) Sta1 08(10) Sta1- 19(14) Sta1- 08(24) Sta2- 08(24) Sta2- 08(24) Sta2- 08(10) Batt 18(14) Batt	**26 [B]** Morris C08(24) Sta 1 OPEN08(24) Sta1 Gianino R08(24) Sta1- OPEN08(10) Sta2- Weathers T18(14) Sta2- Towery D08(24) Sta2- Frame J08(10) Sta2- OPEN18(14) Sta2- Abernath W08(24) Batt Bergeron P07(8) Chief 08(8) Dep C 08(10) AC 09(5.5) EM/Tr	**27 [B]** Owen D08(24) Sta 1 Gianino R08(24) Sta1 OPEN08(24) Sta1- King S08(4) Sta2- OPEN12(6) Sta2- Frame J18(14) Sta2- OPEN08(24) Sta2- Basso A08(10) Sta2- Bergeron P18(11) Sta2- Coley L08(24) Batt Case J07(8) Chief Yow T08(8) Dep C Mills T07(10) EMS C	**28 [C]** Owen D11(21) Sta 1 Mills T08(24) Sta1 OPEN08(10) Sta1- OPEN18(14) Sta1- King S08(24) Sta2- Frame J08(24) Sta2- Brown K08(5) Sta2- OPEN08(24) Sta2- Hastings R08(24) Batt Bergeron P07(8) Chief Coley L08(8) Dep C Case J11(2) AC Penninge J08(5) Finan 13(5) Finan 08(3) RCCFc 07(10) EMS C	**29 [C]** Abernath W08(24) Sta 1 Mills T08(24) Sta1 Eddins B08(24) Sta1- Morris C08(10) Sta1- Towery D08(24) Sta2- OPEN08(24) Sta2- Owen D08(24) Sta2- Clarke J08(24) Batt Bergeron P12(6) Batt Coley L07(8) Chief Case J08(8) Dep C Yow T08(10) AC Smith D08(6.5) EM/Tr OPEN09(6) LG/IO Abernath W07(10) EMS C Penninge J	**30 [A]** Morris C08(10) Sta 1 Brown S21(10) Sta 1 Clarke J08(24) Sta1 Abernath W08(24) Sta1- Towery D08(24) Sta2- Furr K08(24) Sta2- Gardner A08(24) Sta2- Owen D08(24) Batt Bergeron P08(9) Batt Coley L07(8) Chief Case J08(8) Dep C Yow T08(4) AC Mills T08(8) EM/Tr Gianino R08(8) LG/IO Penninge J	**31 [A]** Morris C McDaniel A Brown S OPEN OPEN Furr K OPEN OPEN Bergeron P Coley L Case J Yow T Mills T Gianino R	

MT.MITCHELL

SUN	MON	TUE	WED	THU	FRI	SAT
[A] 28	[B] 29	[C] 30	[A] 1 **Staff 12-800:00 (8)** Coble Justin PT FF **Staff 4-1216:00 (8)** **OPEN SHIFT** **Tanker 108:00 (8)** Moser Jayden PT	[B] 2 **Squad 108:00 (8)** Ritchie Rand PTC HF **Staff 12-800:00 (8)** Coble Justin PTFF **Staff 4-1216:00 (8)** **OPEN SHIFT**	[C] 3 **Staff 12-800:00 (8)** **OPEN SHIFT** **Staff 4-1216:00 (8)** **OPEN SHIFT** **Tanker 208:00 (8)** Shue Richard PT	[A] 4 **Staff08:00 (8)** **OPEN SHIFT** **Staff 12-800:00 (8)** **OPEN SHIFT** **Staff 4-1216:00 (8)** **OPEN SHIFT**
[B] 5 **Staff08:00 (8)** **OPEN SHIFT** **Staff 12-800:00 (8)** Coble Justin PT FF	[C] 6 **Engine 108:00 (8)** Moser Jayden PT **Staff 12-800:00 (8)** **OPEN SHIFT**	[A] 7 **Engine 208:00 (8)** **OPEN SHIFT** **Staff 12-800:00 (8)** Coble Justin PTFF **Staff 4-1216:00 (8)**	[B] 8 **Brush 108:00 (8)** Russell Jeff PT **Staff 12-800:00 (8)** Coble Justin PT FF	[C] 9 **Squad 108:00 (8)** Russell Jeff PT **Staff 12-800:00 (8)** **OPEN SHIFT** **Staff 4-1216:00 (8)**	[A] 10 **Staff 12-800:00 (8)** **OPEN SHIFT** **Staff 4-1216:00 (8)** **OPEN SHIFT**	[B] 11 **Staff08:00 (8)** **OPEN SHIFT** **Staff 12-800:00 (8)** Coble Justin PT FF

Staff 4-1216:00 (8) **OPEN SHIFT**	**Staff 4-1216:00 (8)** Russell Jeff PT	Ritchie Rand PTC HF	**Staff 4-1216:00 (8)** **OPEN SHIFT**	Beck Tabittha PT	**Tanker 208:00 (8)** Moser Jayden PT	**Staff 4-1216:00 (8)** **OPEN SHIFT**
[C] 12 **Staff08:00 (8)** **OPEN SHIFT** **Staff 12-800:00 (8)** Coble Justin PT FF **Staff 4-1216:00 (8)** **OPEN SHIFT**	**[A] 13** **Engine 108:00 (8)** Linn Hunter PT **Staff 12-800:00 (8)** Moser Jayden PT **Staff 4-1216:00 (8)** **OPEN SHIFT**	**[B] 14** **Engine 208:00 (8)** Moser Jayden PT **Staff 12-800:00 (8)** Coble Justin PTFF **Staff 4-1216:00 (8)** Ritchie Rand PTC HF	**[C] 15** **Staff 12-800:00 (8)** Coble Justin PT FF **Staff 4-1216:00 (8)** **OPEN SHIFT** **Tanker 108:00 (8)** Beck Tabittha PT	**[A] 16** **Squad 108:00 (8)** Russell Jeff PT **Staff 12-800:00 (8)** Coble Justin PTFF **Staff 4-1216:00 (8)** Ritchie Rand PTC HF	**[B] 17** **Staff 12-800:00 (8)** **OPEN SHIFT** **Staff 4-1216:00 (8)** **OPEN SHIFT** **Tanker 208:00 (8)** Russell Jeff PT	**[C] 18** **Staff08:00 (8)** **OPEN SHIFT** **Staff 12-800:00 (8)** Coble Justin PT FF **Staff 4-1216:00 (8)** **OPEN SHIFT**
[A] 19 **Staff08:00 (8)** **OPEN SHIFT** **Staff 12-800:00 (8)**	**[B] 20** **Engine 108:00 (8)** Moser Jayden PT	**[C] 21** **Engine 208:00 (8)** Moser Jayden PT **Staff 12-800:00 (8)**	**[A] 22** **Brush 108:00 (8)** Linn Hunter PT	**[B] 23** **Squad 108:00 (8)** Russell Jeff PT **Staff 12-800:00 (8)**	**[C] 24** **Staff 12-800:00 (8)** **OPEN SHIFT**	**[A] 25** **Staff08:00 (8)** **OPEN SHIFT** **Staff 12-800:00 (8)**

MT. MITCHELL

OPEN SHIFT **Staff 4-1216:00 (8)** **OPEN SHIFT**	**Staff 12-800:00 (8)** Moser Jayden PT **Staff 4-1216:00 (8)** Russell Jeff PT	Coble Justin PTFF **Staff 4-1216:00 (8)** Ritchie Rand PTC HF	**Staff 12-800:00 (8)** Coble Justin PT FF **Staff 4-1216:00 (8)** **OPEN SHIFT**	**OPEN SHIFT** **Staff 4-1216:00 (8)** Ritchie Rand PTC HF	**Staff 4-1216:00 (8)** Beck Tabittha PT **Tanker 208:00 (8)** Russell Jeff PT	Coble Justin PT FF **Staff 4-1216:00 (8)** **OPEN SHIFT**
[B] 26 **Staff08:00 (8)** **OPEN SHIFT** **Staff 12-800:00 (8)** Coble Justin PT FF **Staff 4-1216:00 (8)** **OPEN SHIFT**	**[C] 27** **Engine 108:00 (8)** Shue Richard PT **Staff 12-800:00 (8)** **OPEN SHIFT** **Staff 4-1216:00 (8)** Beck Tabittha PT	**[A] 28** **Engine 208:00 (8)** Linn Hunter PT **Staff 12-800:00 (8)** Moser Jayden PT **Staff 4-1216:00 (8)** **OPEN SHIFT**	**[B] 29** **Staff 12-800:00 (8)** Coble Justin PT FF **Staff 4-1216:00 (8)** **OPEN SHIFT** **Tanker 108:00 (8)** Shue Richard PT	**[C] 30** **Squad 108:00 (8)** Russell Jeff PT **Staff 12-800:00 (8)** Coble Justin PTFF **Staff 4-1216:00 (8)** Beck Tabittha PT	**[A] 31** **Staff 12-800:00 (8)** Coble Justin PT FF **Staff 4-1216:00 (8)** **OPEN SHIFT** **Tanker 208:00 (8)** Shue Richard PT	**[B] 1**

MT. PLEASANT

Oct 2021 - Mount Pleasant Fire Department

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			Oct 1 **Engine 19** Jerry Taylor 07:00-07:00 Duncan O'Sullivan 07:00-19:00 Chase Crayton 07:00-19:00 Support 07:00-19:00 Dustin Sneed 19:00-07:00 Cole Furr 19:00-07:00 Dawson Taylor 19:00-06:30 **Events** Scott is working Jerry 19:00 - 07:00	**2** **Engine 19** Austin McDonald 07:00-19:00 Russell Aggabao 07:00-19:00 Chase Crayton 07:00-19:00 Support 07:00-19:00 Jerry Taylor 07:00-07:00 Jeff Watts 19:00-07:00 Jeff Williams 19:00-07:00 Sean McGuire 19:00-06:30 Support 19:00-07:00 **Events** Jerry off on Vacation 07:00 - 07:00	**3** **Engine 19** Brian Padgett 07:00-07:00 FF 07:00-19:00 Support 07:00-19:00 Justin Hunter 08:00-19:00 Dawson Taylor 19:00-07:00 Sean McGuire 19:00-07:00 Support 19:00-07:00 **Events** St. Johns preschool 10:00 - 11:00 Contact Watts for inf	**4** **Engine 19** Brian Padgett 07:00-07:00 Dawson Taylor 07:00-19:00 FF 07:00-19:00 Support 07:00-19:00 Jeff Williams 19:00-07:00 FF 19:00-07:00 Support 19:00-07:00
5 **Engine 19** Scott O'Loughlin 07:00-07:00 Jeff Williams 07:00-19:00 Support 07:00-19:00 Neil Stallings 08:00-07:00 Duncan O'Sullivan 19:00-07:00 **Trades** Duncan O'Sullivan 19:00-05:15 For Russell Aggabao **Events** Check med bag E19, M 07:00 - 08:00 Complete in FORMS	**6** **Engine 19** Scott O'Loughlin 07:00-07:00 Benjamin Preddy 07:00-19:00 Grant Lovelace 07:00-19:00 Craig Maxwell 08:00-19:00 Sean McGuire 19:00-06:30 Dustin Sneed 19:00-07:00 **Events** Library to show the truck 11:00 - 12:00 Show the truck to the k EMS Con-ed 18:30 - 21:30 EMS Con Ed 18:30 - 21:30	**7** **Engine 19** Jerry Taylor 07:00-07:00 Duncan O'Sullivan 07:00-19:00 Austin McDonald 08:00-19:00 Mike Powell 08:15-07:00 Duncan O'Sullivan 19:00-07:00 Jeff Cook 19:00-07:00 **Trades** Duncan O'Sullivan 07:00-19:00 For Chase Crayton Duncan O'Sullivan 19:00-07:00 For Austin McDonal	**8** **Engine 19** Jerry Taylor 07:00-07:00 Austin McDonald 07:00-19:00 Adam Carey 07:00-07:00 Craig Maxwell 08:00-19:00 Jeff Williams 19:00-07:00 Sean McGuire 19:00-06:30	**9** **Engine 19** Brian Padgett 07:00-07:00 Josh Funderburk 07:00-07:00 Jack Bickerstaff 07:00-19:00 Dawson Taylor 08:15-19:00 Russell Aggabao 19:00-05:15 Jeff Watts 19:00-07:00 **Events** Library to show the tr 11:00 - 12:00 Show the truck to th	**10** **Engine 19** Brian Padgett 07:00-07:00 FF 07:00-19:00 Support 07:00-08:30 Austin McDonald 08:30-19:00 Duncan O'Sullivan 08:30-19:00 Tyler Sneed 19:00-07:00 Russell Aggabao 19:00-07:00 Sean McGuire 19:00-07:00	**11** **Engine 19** Scott O'Loughlin 07:00-07:00 Jeff Cook 07:00-19:00 FF 07:00-19:00 Support 07:00-19:00 Jacob Warner 19:00-07:00 Sean McGuire 19:00-07:00 Support 19:00-07:00
12 **Engine 19** Scott O'Loughlin 07:00-07:00 Dustin Sneed 07:00-07:00 FF 07:00-08:30 Tyler Sneed 07:00-19:00 Duncan O'Sullivan 08:30-19:00 Cole Furr 19:00-07:00 Ryan Sellers 19:00-07:00 **Events** Check med bag E19, M 07:00 - 08:00 Complete in FORMS	**13** **Engine 19** Jerry Taylor 07:00-07:00 Dawson Taylor 07:00-19:00 Grant Lovelace 07:00-19:00 Justin Hunter 07:00-19:00 Jeff Cook 19:00-07:00 Jeff Williams 19:00-07:00 Sean McGuire 19:00-06:30 **Events** Pay Week	**14** **Engine 19** Jerry Taylor 07:00-07:00 Justin Hunter 07:00-19:00 Adam Carey 07:00-07:00 Support 07:00-19:00 Sean McGuire 19:00-07:00 Russell Aggabao 19:00-05:15 **Events** Pay Week	**15** **Engine 19** Brian Padgett 07:00-07:00 Driver 07:00-19:00 FF 07:00-19:00 Support 07:00-19:00 Driver 19:00-07:00 Cole Furr 19:00-07:00 Jeff Williams 19:00-07:00	**16** **Engine 19** Brian Padgett 07:00-07:00 Benjamin Preddy 07:00-19:00 FF 07:00-19:00 Austin McDonald 08:00-19:00 Tyler Sneed 19:00-07:00 Mike Powell 19:00-07:00 Jeff Watts 19:00-07:00	**17** **Engine 19** Scott O'Loughlin 07:00-07:00 Austin McDonald 07:00-19:00 Chase Crayton 08:00-19:00 Justin Hunter 08:00-19:00 Driver 19:00-07:00 Cole Furr 19:00-05:15 Russell Aggabao 19:00-07:00 Sean McGuire 19:00-07:00 **Trades** Justin Hunter 08:00-19:00 For Neil Stallings Duncan O'Sullivan 19:00-07:00 For Jeff Cook	**18** **Engine 19** Scott O'Loughlin 07:00-07:00 Driver 07:00-19:00 FF 07:00-19:00 Support 07:00-19:00 Tyler Sneed 19:00-07:00 Dawson Taylor 19:00-07:00 Support 19:00-07:00
19 **Engine 19** Jerry Taylor 07:00-07:00 Driver 07:00-19:00 FF 07:00-12:00 Support 07:00-19:00 Sean McGuire 12:00-07:00 Jeff Williams 19:00-07:00 Russell Aggabao 19:00-05:15 **Events** Check med bag E19, M 07:00 - 08:00 Complete in FORMS	**20** **Engine 19** Austin McDonald 07:00-07:00 FF 07:00-19:00 Benjamin Preddy 07:00-19:00 Jeff Cook 19:00-07:00 Sean McGuire 19:00-06:30 Support 19:00-07:00	**21** **Engine 19** Brian Padgett 07:00-07:00 Craig Maxwell 07:00-19:00 Support 07:00-19:00 Justin Hunter 13:00-19:00 Jeff Williams 19:00-07:00 Cole Furr 19:00-07:00 Russell Aggabao 19:00-05:15	**22** **Engine 19** Brian Padgett 07:00-07:00 Josh Funderburk 07:00-07:00 Austin McDonald 08:00-19:00 Justin Hunter 10:00-19:00 Tyler Sneed 19:00-07:00 Dustin Sneed 19:00-07:00	**23** **Engine 19** Scott O'Loughlin 07:00-07:00 Craig Maxwell 08:00-19:00 Jack Bickerstaff 08:00-19:00 Justin Hunter 09:00-19:00 Jeff Watts 19:00-07:00 Russell Aggabao 19:00-05:15 Sean McGuire 19:00-06:30	**24** **Engine 19** Scott O'Loughlin 07:00-07:00 Grant Lovelace 07:00-19:00 Duncan O'Sullivan 08:00-19:00 Dawson Taylor 08:15-19:00 Tyler Sneed 19:00-07:00 Duncan O'Sullivan 19:00-05:15 Ryan Sellers 19:00-07:00 **Trades** Duncan O'Sullivan 19:00-05:15 For Russell Aggabao	**25** **Engine 19** Jerry Taylor 07:00-07:00 Dustin Sneed 07:00-19:00 FF 07:00-19:00 Support 07:00-19:00 Driver 19:00-07:00 FF 19:00-07:00 Support 19:00-07:00
26 **Engine 19** Jerry Taylor 07:00-07:00 Jeff Williams 07:00-07:00 FF 07:00-19:00 Support 07:00-19:00 Sean McGuire 19:00-06:30 Russell Aggabao 19:00-05:15 **Events** Check med bag E19, M 07:00 - 08:00 Complete in FORMS	**27** **Engine 19** Brian Padgett 07:00-07:00 Justin Hunter 07:00-19:00 Support 07:00-19:00 Jack Bickerstaff 08:30-19:00 Jeff Cook 19:00-07:00 Dawson Taylor 19:00-07:00 Sean McGuire 19:00-06:30 **Events** Pay Week Elementary school 08:15 - 10:45 Engine and smoke h	**28** **Engine 19** Brian Padgett 07:00-07:00 Justin Hunter 07:00-19:00 Support 07:00-19:00 Austin McDonald 08:00-07:00 Russell Aggabao 19:00-05:15 Jeff Williams 19:00-07:00 **Events** Pay Week	**29** **Engine 19** Scott O'Loughlin 07:00-07:00 Duncan O'Sullivan 07:00-19:00 Philip Long 07:00-19:00 Cole Earnhardt 07:00-19:00 Dustin Sneed 19:00-07:00 Adam Carey 19:00-07:00 Tyler Sneed 19:00-07:00 **Trades** Duncan O'Sullivan 07:00-19:00 For Austin McDonalc	**30** **Engine 19** Scott O'Loughlin 07:00-07:00 Chase Crayton 07:00-19:00 Justin Hunter 08:00-19:00 Jack Bickerstaff 08:15-19:00 Jeff Cook 19:00-06:30 Sean McGuire 19:00-06:30 Ryan Sellers 19:00-07:00 **Trades** Jeff Cook 19:00-07:00 For Jeff Watts	**31** **Engine 19** Jerry Taylor 07:00-07:00 Justin Hunter 07:00-19:00 FF 07:00-19:00 Duncan O'Sullivan 07:00-07:00 Dawson Taylor 19:00-07:00 FF 19:00-07:00	

* Indicates time starts on following calendar day

* Events and Time Off follow default Split Time of Day of 07:00

October 2025

NORTHEAST

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 [A] 07(24) 24 ho 05:30(9.5) Day 15(4) Day 07(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**2 [B]** OPEN Brown C Earnhard B Bramblet M Beretz J Earnhard B OPEN	**3 [C]** 07(24) 24 ho 05:30(13.5) Day 08(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**4 [A]** 07(24) 24 ho OPEN Brown C OPEN Beretz J Earnhard B OPEN
5 [C] 07(24) 24 ho 06(12) Day 08(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**6 [A]** Cranford J OPEN Smith J OPEN Earnhard B OPEN	**7 [B]** 07(24) 24 ho 05:30(9.5) Day 15(5) Day 12:15(6.75) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**8 [C]** Beretz J OPEN Brown C Ratliff T Smith J Smith J Earnhard B OPEN	**9 [A]** 07(24) 24 ho 05:30(9.5) Day 06(12) Day 08(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**10 [B]** 07(24) 24 ho OPEN Ratliff T Beretz J Cranford J Bramblet M OPEN	**11 [C]** 07(24) 24 ho OPEN Brown C Beretz J Ratliff T Beretz J Ratliff T OPEN
12 [B] 07(24) 24 ho 06(12) Day 08(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**13 [C]** Beretz J Chaffin S OPEN OPEN Ratliff T OPEN	**14 [A]** 07(24) 24 ho 05(13) Day 08(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**15 [B]** Cranford J Ratliff T OPEN OPEN Earnhard B OPEN	**16 [C]** 07(24) 24 ho 05:30(13.5) Day 08(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**17 [A]** 07(24) 24 ho OPEN Brown C Ratliff T Beretz J Ratliff T OPEN	**18 [B]** 07(24) 24 ho OPEN Ratliff T Cranford J Earnhard B OPEN
19 [A] 07(24) 24 ho 06(12) Day 08(1) Day 2 09(10) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**20 [B]** OPEN Chaffin S Cranford J Beretz J Beretz J Earnhard B OPEN	**21 [C]** 07(24) 24 ho 05:30(13.5) Day 08(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**22 [A]** Cranford J OPEN Brown C OPEN Ratliff T Ratliff T OPEN	**23 [B]** 07(24) 24 ho 05:30(13.5) Day 08(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**24 [C]** Beretz J OPEN OPEN OPEN OPEN OPEN	**25 [A]** 07(24) 24 ho OPEN 05:30(13.5) Day Brown C 08(12) Day 2 Ratliff T 19(12) Night Brown C 20(9) Night Ratliff T 19(24) 24 ho OPEN
26 [C] 07(24) 24 ho 06(12) Day 08(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**27 [A]** Beretz J Ratliff T OPEN OPEN Earnhard B OPEN	**28 [B]** 07(24) 24 ho 06(12) Day 07(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**29 [C]** OPEN Chaffin S Cranford J Cranford J Ratliff T OPEN	**30 [A]** 07(24) 24 ho 05:30(6.5) Day 08(12) Day 2 19(12) Night 20(9) Night 19(24) 24 ho	**31 [B]** OPEN Brown C 05:30(13.5) Day Ratliff T 08(12) Day 2 Brown C 19(12) Night Ratliff T 20(10) Night OPEN 19(24) 24 ho	

ODELL

Staffing Levels - By

Date	Day	Shift	00	01	02	03	04	05	06	07	08	09	
10/1/2025	Wed	B		6	6	6	6	6	6	6	3	6	6
10/2/2025	Thu	C		6	6	6	6	6	6	6	4	6	6
10/3/2025	Fri	A		6	6	6	6	6	6	6	4	4	4
10/4/2025	Sat	B		5	5	5	5	5	5	5	3	3	3
10/5/2025	Sun	C		4	4	4	4	4	4	4	3	5	5
10/6/2025	Mon	A		6	6	6	6	6	6	6	6	6	6
10/7/2025	Tue	B		5	5	5	5	5	5	5	3	6	6
10/8/2025	Wed	C		5	5	5	5	5	5	5	3	5	5
10/9/2025	Thu	A		5	5	5	5	5	5	5	5	5	5
10/10/2025	Fri	B		6	6	6	6	6	6	6	3	4	4
10/11/2025	Sat	C		3	3	3	3	3	3	3	3	3	3
10/12/2025	Sun	A		3	3	3	3	3	3	3	4	4	4
10/13/2025	Mon	B		3	3	3	3	3	3	3	3	3	3
10/14/2025	Tue	C		5	5	5	5	5	5	5	5	6	6
10/15/2025	Wed	A		6	6	6	6	6	6	6	6	5	5
10/16/2025	Thu	B		4	4	4	4	4	4	4	4	6	6
10/17/2025	Fri	C		4	4	4	4	4	4	4	3	5	5
10/18/2025	Sat	A		6	6	6	6	6	6	6	5	6	6
10/19/2025	Sun	B		5	5	5	5	5	5	5	5	5	5
10/20/2025	Mon	C		6	6	6	6	6	6	6	3	6	6
10/21/2025	Tue	A		4	4	4	4	4	4	4	5	6	6
10/22/2025	Wed	B		6	6	6	6	6	6	6	3	6	6
10/23/2025	Thu	C		6	6	6	6	6	6	6	6	6	6
10/24/2025	Fri	A		5	5	5	5	5	5	5	5	6	6
10/25/2025	Sat	B		6	6	6	6	6	6	6	3	3	3
10/26/2025	Sun	C		3	3	3	3	3	3	3	6	6	6
10/27/2025	Mon	A		5	5	5	5	5	5	5	5	5	5
10/28/2025	Tue	B		6	6	6	6	6	6	6	4	6	6
10/29/2025	Wed	C		6	6	6	6	6	6	6	4	5	5
10/30/2025	Thu	A		6	6	6	6	6	6	6	5	6	6
10/31/2025	Fri	B		5	5	5	5	5	5	5	5	6	6
Hrly Avg				**5.1**	**5.1**	**5.1**	**5.1**	**5.1**	**5.1**	**5.1**	**4**	**5.2**	**5.2**

Hour Of Day as of 11-07-2025

10	11	12	13	14	15	16	17	18	19	20	21	22	23
6	6	6	6	6	6	6	6	6	6	6	6	6	6
6	6	6	6	6	6	6	6	6	6	6	6	6	6
4	4	4	4	4	4	4	5	5	5	5	5	5	5
3	3	3	3	3	3	3	4	4	4	4	4	4	4
5	5	5	5	5	5	5	6	6	6	6	6	6	6
6	6	6	6	6	6	6	5	5	5	5	5	5	5
6	6	6	6	6	6	6	5	5	5	5	5	5	5
5	5	5	5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6	6	6	6
4	4	4	4	4	4	4	3	3	3	3	3	3	3
3	3	3	3	3	3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	3	3	3	3	3	3	3
3	3	3	3	3	3	3	5	5	5	5	5	5	5
6	6	6	6	6	5	5	6	6	6	6	6	6	6
5	5	5	5	5	5	5	4	4	4	4	4	4	4
6	6	6	6	6	6	6	4	4	4	4	4	4	4
5	5	5	5	5	5	5	6	6	6	6	6	6	6
6	6	6	6	6	6	6	5	5	5	5	5	5	5
5	5	5	5	5	5	5	6	6	6	6	6	6	6
6	6	6	6	6	6	6	4	4	4	4	4	4	4
6	6	6	6	6	6	6	6	6	6	6	6	6	6
6	6	6	6	6	6	6	6	6	6	6	6	6	6
6	6	6	6	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6	6	6	6	6
3	3	3	3	3	3	3	3	3	3	3	3	3	3
6	6	5	5	5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	5	5	5	5	5	6	6
6	6	6	6	6	6	6	6	6	6	6	6	6	6
5	5	5	5	5	5	5	6	6	6	6	6	6	6
6	6	6	6	6	6	6	5	5	5	5	5	5	5
6	6	6	6	6	6	6	3	3	3	3	3	3	3
5.2	**5.2**	**5.2**	**5.2**	**5.2**	**5.1**	**5.1**	**4.9**	**4.9**	**4.9**	**4.9**	**4.9**	**5**	**5**

Daily Avg
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RIMER

Ennis

Oct 2025 | Today | -- All Events -- | Actions | Day | Week | 4 Wk | MONTH

SUN	MON	TUE	WED	THU	FRI	SAT
28 Day Shift 1 08:00 (8) Cranford Jesse 12:00-16:00 (4) Day Shift 2 08:00 (8) Brown Chris Split Shift 1 16:00 (4) Brown Chris Split Shift 2 16:00 (4) Johnson Terry Night Shift 20:00 (12) Ford Matthew	**29** E-1 Truck Check Day Shift 1 08:00 (8) Woods-Cole Austin LIE Day Shift 2 08:00 (8) Funderburk Josh DC Split Shift 1 16:00 (4) OPEN SHIFT Split Shift 2 16:00 (4) Ennis Dylan CHF Night Shift 20:00 (12) Ennis Dylan CHF	**30** E-2 Truck Check Day Shift 1 08:00 (8) Laws Brett Day Shift 2 08:00 (8) Funderburk Josh DC Split Shift 1 16:00 (4) Cranford Jesse Split Shift 2 16:00 (4) OPEN SHIFT Night Shift 20:00 (12) Cranford Jesse	**1** E-3 Truck Check Day Shift 1 08:00 (8) Gabriel Michael AC Day Shift 2 08:00 (8) Woods-Cole Austin LIE Split Shift 1 16:00 (4) Cranford Jesse Split Shift 2 16:00 (4) OPEN SHIFT Night Shift 20:00 (12) Ennis Dylan CHF	**2** T-1 Truck Check Day Shift 1 08:00 (8) Key Matthew Ennis Dylan CHF Day Shift 2 08:00 (8) Laws Brett Split Shift 1 16:00 (4) Brown Chris Split Shift 2 16:00 (4) Cranford Jesse Night Shift 20:00 (12) Cranford Jesse	**3** S-1 Truck Check Day Shift 1 08:00 (8) Little Lawson Day Shift 2 08:00 (8) Funderburk Josh DC Split Shift 1 16:00 (4) OPEN SHIFT Split Shift 2 16:00 (4) OPEN SHIFT Night Shift 20:00 (12) Brown Chris	**4** B-1 Truck Check Day Shift 1 08:00 (8) OPEN SHIFT Day Shift 2 08:00 (8) Moose Samuel Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Johnson Terry Night Shift 20:00 (12) Johnson Terry
5 Day Shift 1 08:00 (8) Brown Chris Day Shift 2 08:00 (8) Johnson Terry Split Shift 1 16:00 (4) Johnson Terry Split Shift 2 16:00 (4) Brown Chris Night Shift 20:00 (12) OPEN SHIFT	**6** E-1 Truck Check Day Shift 1 08:00 (8) Cranford Jesse Day Shift 2 08:00 (8) Laws Brett Split Shift 1 16:00 (4) Cranford Jesse Split Shift 2 16:00 (4) Moose Samuel Night Shift 20:00 (12) Ennis Dylan CHF	**7** E-2 Truck Check Day Shift 1 08:00 (8) Brown Chris Day Shift 2 08:00 (8) Cranford Jesse Split Shift 1 16:00 (4) Cranford Jesse Split Shift 2 16:00 (4) OPEN SHIFT Night Shift 20:00 (12) Ford Matthew	**8** E-3 Truck Check Day Shift 1 08:00 (8) Laws Brett Day Shift 2 08:00 (8) Ennis Dylan CHF Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Ennis Dylan CHF Night Shift 20:00 (12) Cranford Jesse	**9** T-1 Truck Check Day Shift 1 08:00 (8) Laws Brett Day Shift 2 08:00 (8) Ennis Dylan CHF Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Ennis Dylan CHF Night Shift 20:00 (12) Woods-Cole Austin LIE	**10** S-1 Truck Check Day Shift 1 08:00 (8) Gabriel Michael AC Day Shift 2 08:00 (8) Woods-Cole Austin LIE Split Shift 1 16:00 (4) OPEN SHIFT Split Shift 2 16:00 (4) Moose Samuel Night Shift 20:00 (12) Brown Chris	**11** B-1 Truck Check Day Shift 1 08:00 (8) OPEN SHIFT Day Shift 2 08:00 (8) OPEN SHIFT Split Shift 1 16:00 (4) OPEN SHIFT Split Shift 2 16:00 (4) Johnson Terry Night Shift 20:00 (12) Johnson Terry
12 Day Shift 1 08:00 (8) Cranford Jesse Day Shift 2 08:00 (8) Brown Chris Split Shift 1 16:00 (4) Brown Chris Split Shift 2 16:00 (4) Cranford Jesse Night Shift 20:00 (12) Gabriel Michael AC	**13** E-1 Truck Check Day Shift 1 08:00 (8) Funderburk Josh DC Day Shift 2 08:00 (8) Clay Matthew Split Shift 1 16:00 (4) OPEN SHIFT Split Shift 2 16:00 (4) Ennis Dylan CHF Night Shift 20:00 (12) Ennis Dylan CHF	**14** E-2 Truck Check Day Shift 1 08:00 (8) Funderburk Josh DC Day Shift 2 08:00 (8) Laws Brett Split Shift 1 16:00 (4) Ennis Dylan CHF Split Shift 2 16:00 (4) Brown Chris Night Shift 20:00 (12) Woods-Cole Austin LIE	**15** E-3 Truck Check Day Shift 1 08:00 (8) Laws Brett Day Shift 2 08:00 (8) Woods-Cole Austin LIE Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Brown Chris Night Shift 20:00 (12) Ennis Dylan CHF	**16** T-1 Truck Check Day Shift 1 08:00 (8) Clay Matthew Day Shift 2 08:00 (8) Cranford Jesse Split Shift 1 16:00 (4) Cranford Jesse Split Shift 2 16:00 (4) Moose Samuel Night Shift 20:00 (12) Ford Matthew	**17** S-1 Truck Check Day Shift 1 08:00 (8) Laws Brett Day Shift 2 08:00 (8) Key Matthew Split Shift 1 16:00 (4) Cranford Jesse Split Shift 2 16:00 (4) Moose Samuel Night Shift 20:00 (12) Moose Samuel	**18** B-1 Truck Check Day Shift 1 08:00 (8) OPEN SHIFT Day Shift 2 08:00 (8) OPEN SHIFT Split Shift 1 16:00 (4) OPEN SHIFT Split Shift 2 16:00 (4) Johnson Terry Night Shift 20:00 (12) Johnson Terry
19 Day Shift 1 08:00 (8) Brown Chris Day Shift 2 08:00 (8) Cranford Jesse Split Shift 1 16:00 (4) Brown Chris Split Shift 2 16:00 (4) Ennis Dylan CHF Night Shift 20:00 (12) Ennis Dylan CHF	**20** E-1 Truck Check Day Shift 1 08:00 (8) Key Matthew Day Shift 2 08:00 (8) Laws Brett Split Shift 1 16:00 (4) Key Matthew Split Shift 2 16:00 (4) Moose Samuel Night Shift 20:00 (12) Woods-Cole Austin LIE	**21** E-2 Truck Check Day Shift 1 08:00 (8) Laws Brett Day Shift 2 08:00 (8) Woods-Cole Austin LIE Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) OPEN SHIFT Night Shift 20:00 (12) OPEN SHIFT	**22** E-3 Truck Check Day Shift 1 08:00 (8) Clay Matthew Day Shift 2 08:00 (8) OPEN SHIFT Split Shift 1 16:00 (4) OPEN SHIFT Split Shift 2 16:00 (4) Ford Matthew Night Shift 20:00 (12) Ford Matthew	**23** T-1 Truck Check Day Shift 1 08:00 (8) Key Matthew Day Shift 2 08:00 (8) Funderburk Josh DC Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Laws Brett Night Shift 20:00 (12) Brown Chris	**24** S-1 Truck Check Day Shift 1 08:00 (8) Cranford Jesse Day Shift 2 08:00 (8) Clay Matthew Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Cranford Jesse Night Shift 20:00 (12) Gabriel Michael AC	**25** B-1 Truck Check Day Shift 1 08:00 (8) Gabriel Michael AC Day Shift 2 08:00 (8) Moose Samuel Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Cranford Jesse Night Shift 20:00 (12) Cranford Jesse
26 Day Shift 1 08:00 (8) Brown Chris Day Shift 2 08:00 (8) Cranford Jesse Split Shift 1 16:00 (4) Cranford Jesse Split Shift 2 16:00 (4) Brown Chris Night Shift 20:00 (12) Ennis Dylan CHF	**27** E-1 Truck Check Day Shift 1 08:00 (8) Clay Matthew Day Shift 2 08:00 (8) Brown Chris Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Thomas Blake FF Night Shift 20:00 (12) Ennis Dylan CHF	**28** E-2 Truck Check Day Shift 1 08:00 (8) Funderburk Josh DC Day Shift 2 08:00 (8) Thomas Blake FF Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Thomas Blake FF Night Shift 20:00 (12) Gabriel Michael AC	**29** E-3 Truck Check Day Shift 1 08:00 (8) Key Matthew Day Shift 2 08:00 (8) Cranford Jesse Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Cranford Jesse Night Shift 20:00 (12) Cranford Jesse	**30** T-1 Truck Check Day Shift 1 08:00 (8) Thomas Blake FF Day Shift 2 08:00 (8) Woods-Cole Austin LIE Split Shift 1 16:00 (4) Moose Samuel Split Shift 2 16:00 (4) Brown Chris Night Shift 20:00 (12) Ennis Dylan CHF	**31** S-1 Truck Check Day Shift 1 08:00 (8) Clay Matthew Day Shift 2 08:00 (8) Gabriel Michael AC Split Shift 1 16:00 (4) OPEN SHIFT Split Shift 2 16:00 (4) Moose Samuel Night Shift 20:00 (12) Moose Samuel	**1** B-1 Truck Check Day Shift 1 08:00 (8) OPEN SHIFT Day Shift 2 08:00 (8) OPEN SHIFT Split Shift 1 16:00 (4) OPEN SHIFT Split Shift 2 16:00 (4) Johnson Terry Night Shift 20:00 (12) Johnson Terry 20:00-08:00 (13)

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Reports

SUBJECT:
Super Cab Co - Monthly Report

BRIEF SUMMARY:
Attached is the list of staff members that received a Super C recognition over the past month.

REQUESTED ACTION:
For informational purposes. No action required.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
Lauren Linker, Contract Analyst

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
This item was approved by the Board for inclusion on the Agenda.

ATTACHMENTS:

- Report

SuperC's for the Month of November 2025

Employee	Department	Award Count
AALECE O PUGH	COUNTY MANAGER	2
AARON M TUTTLE	SHERIFF COMMUNICATIONS	1
ABIGAIL P CROOM	EMERGENCY MEDICAL SERVICES	1
ADRIANE M SUTHER	ADMINISTRATION OPERATIONS-DSS	1
AIRIELL V JOHNSON	INCOME MAINTENANCE - DSS	1
ALAN S DOWELL	COUNTY SHERIFF	1
ALYMDIA BURCH	FOOD & NUTRITION SERVICES-DSS	1
AMANDA R SMIT	KANNAPOLIS LIBRARY	1
AMBER M PITTMAN	COUNTY SHERIFF	2
AMBER R HAAS	INCOME MAINTENANCE - DSS	1
AMY E MCBRIDE	INCOME MAINTENANCE - DSS	1
ANGELA E LOVE	CONCORD LIBRARY	1
ANGELA R WILLIAMS-HENDRIX	ALPS ADMINISTRATION	1
ANGELINA T CYR	DETENTION CENTER	1
ANGELIQUE M MANIRIHO	ADMINISTRATION OPERATIONS-DSS	2
ANTHONY L WHITE	AFTON RIDGE LIBRARY	1
APRIL L WHALING	INCOME MAINTENANCE - DSS	1
APRIL M SHUTTERS	BUSINESS OPERATIONS - HHS	1
ASHLEY A WITTERSHEIM	CONCORD LIBRARY	2
ASHLEY M BOWMAN	INCOME MAINTENANCE - DSS	1
ASHLEY M DOBBINS	HUMAN RESOURCES	1
AUSTIN J DEMEGLIO	AFTON RIDGE LIBRARY	5
BELINDA A CRISCO	INCOME MAINTENANCE - DSS	1
BERNADETTE M SOBKOWIAK	TAX ADMINISTRATION	1
BIANCA S STANCIL	COUNTY SHERIFF	1
BLONDELL C JOSEPH	BUSINESS OPERATIONS - HHS	1
BRANDY E WEBSTER	COMMERCE	1
BRENDA D BORDEMAN	ADULT AND FAMILY SERVICES	1
BRIAN C EGGERS	ANIMAL CONTROL	1
BROOKELYNNE R PORTER	COUNTY SHERIFF	1
BRYNNE M LEKAVICH	ALPS ADMINISTRATION	1
CANDY F OVERCASH	LIBRARY ADMINISTRATION	1
CANDYCE D DAVIS	SOCIAL WORK SERVICES - DSS	1
CARIE W LOVE	LEGAL DEPARTMENT	1
CARLOS M MONTOYA	FACILITY SERVICES	1
CAROLE L DENNIS	CONCORD LIBRARY	4
CAROLINA I MONTALBA PEREIRA	ADMINISTRATION OPERATIONS-DSS	3
CAROLINE A WALLY	SOCIAL WORK SERVICES - DSS	1
CELESTE M BEACHAM	ADULT AND FAMILY SERVICES	1
CHARLES E TREVATHAN	INFORMATION SERVICES - ADMIN	1
CHARLES R RATLIFF	TRANSPORTATION - HUMAN SERVICE	2
CHELSEA R LYTAL	LIBRARY ADMINISTRATION	1
CHEYENNE L MILLER	INCOME MAINTENANCE - DSS	1
CHRISTIE E REALE	LIBRARY ADMINISTRATION	2
CHRISTOPHER A GATHMAN	HUMAN RESOURCES	1
CHRISTOPHER T KRIMMINGER	COUNTY SHERIFF	2
CLARE E BENNETT	HUMAN RESOURCES	1
CORY S MYERS	PROPERTY MAINTENANCE	1
CRYSTAL H FUNDERBURK	TAX COLLECTOR	1
CYNTHIA L GILMORE	CONCORD LIBRARY	3

DARON K CARDWELL	INFORMATION SERVICES - ADMIN	2
DAVID B GRASSO	INFORMATION SERVICES - ADMIN	2
DAVID L BURGESS	SERVICE GARAGE	1
DAWN I LAMB	INCOME MAINTENANCE - DSS	1
DENISE NINNEMAN	CONCORD LIBRARY	1
DENISE Y UNDERWOOD	SENIOR SERVICES	1
DIANA MARTIN	INCOME MAINTENANCE - DSS	1
EARNEST W ROWLAND	PROPERTY MAINTENANCE	1
EDREA A MARTIN	MIDLAND LIBRARY	2
ELIZABETH B HARTZOG	AFTON RIDGE LIBRARY	2
ELIZABETH SUZANNE H MOOSE	BUSINESS OPERATIONS - HHS	1
EMILY M ALICEA	ADMINISTRATION OPERATIONS-DSS	1
EMILY R MCCARTY	AFTON RIDGE LIBRARY	1
ERIC M BANKS	FACILITY SERVICES	2
ERIN M NEWKIRK	HUMAN RESOURCES	1
ETHAN X LO	INFORMATION SERVICES - ADMIN	1
GAVIN D HENRY	CONCORD LIBRARY	1
GLENDA F PERRY	ECONOMIC FAMILY SUPPORT SVCS	1
GREGORAY KEYES	INCOME MAINTENANCE - DSS	2
HEATHER D DIMARCO	MT PLEASANT LIBRARY	1
HEATHER D THOMPSON	INCOME MAINTENANCE - DSS	1
HEATHER E MOBLEY	LEGAL DEPARTMENT	1
HEATHER L ALTMAN	INCOME MAINTENANCE - DSS	3
JACKSON M MCWATERS	INFORMATION SERVICES - ADMIN	1
JACOB R BARBEE	FIRE DEPARTMENT	1
JACQUELINE P WILLIAMS	STRATEGY	2
JADER U RODRIGUEZ	INCOME MAINTENANCE - DSS	1
JAHMEL M RAMCHARITAR	COUNTY SHERIFF	1
JAMES J CABLE	COUNTY SHERIFF	1
JAMIE L SMITH	TRANSPORTATION - HUMAN SERVICE	1
JANELL R CAMERON	TAX ADMINISTRATION	2
JANELLE COSME	SOCIAL WORK SERVICES - DSS	2
JARDIN R LESANE	INCOME MAINTENANCE - DSS	1
JASON S KINNAMAN	PROPERTY MAINTENANCE	1
JEFFREY M MERRIMAN	INCOME MAINTENANCE - DSS	4
JEFFREY W BLAKE	LIBRARY ADMINISTRATION	2
JENEVA A DORSEY	DETENTION CENTER	2
JENNIFER L SHUMWAY	INCOME MAINTENANCE - DSS	1
JEREMIAH M MOSS	ADMINISTRATION OPERATIONS-DSS	1
JERRY M MCCLANAHAN JR	TAX ADMINISTRATION	2
JESSI H ELLENBURG	CONCORD LIBRARY	2
JESSICA R WIEGAND	CHILD SUPPORT SERVICES-DSS	1
JOHANNA C DIAZ	INCOME MAINTENANCE - DSS	1
JOHN M TROUTMAN	GENERAL SERVICES ADMIN	1
JOHN P MOYA-MENDEZ	INCOME MAINTENANCE - DSS	2
JOHNNY S GORDON	DETENTION CENTER	1
JON A BOSWELL	SHERIFF COMMUNICATIONS	1
JONATHAN A CALLAHAN	COUNTY SHERIFF	1
JORDAN N MADDUX	CONCORD LIBRARY	1
JOSEPH M SHUPING	DETENTION CENTER	1
JOSEPH P ANDERSON	EMERGENCY MEDICAL SERVICES	1
JOSHUA A STORY	KANNAPOLIS LIBRARY	1
JOURDAIN A DELDIN	KANNAPOLIS LIBRARY	1

JULIANNE R VETERE	ANIMAL SHELTER	1
KA B VANG	INCOME MAINTENANCE - DSS	1
KAMEIKA J PICKENS	INCOME MAINTENANCE - DSS	1
KAREN D BAKER	CONCORD LIBRARY	2
KAREN L GUERRERO	ECONOMIC FAMILY SUPPORT SVCS	1
KAREN N JONES	INCOME MAINTENANCE - DSS	1
KATHARINE M WHEELES	ADMINISTRATION OPERATIONS-DSS	1
KATHELEEN J LITTLE	TAX ADMINISTRATION	1
KATHRYN M EUDY	CONCORD LIBRARY	1
KATLYN P WALLACE	KANNAPOLIS LIBRARY	1
KAYLA N HOLDER	INCOME MAINTENANCE - DSS	1
KAYLAH A SLOOP	SHERIFF COMMUNICATIONS	1
KEA T KELLY	FOOD & NUTRITION SERVICES-DSS	1
KELLEY A CUNNINGHAM	MT PLEASANT LIBRARY	1
KELLY C BATALHA	CHILD SUPPORT SERVICES-DSS	1
KELLY F SIFFORD	COUNTY MANAGER	1
KENDALL M BOLTON	TAX ADMINISTRATION	1
KENDALL R HONEYCUTT	ADULT AND FAMILY SERVICES	1
KEVIN B THOMAS	INFORMATION SERVICES - ADMIN	1
KEVIN J REYES	ADMINISTRATION OPERATIONS-DSS	2
KEVIN P GRANT	WASTE REDUCTION/RECYCLING	1
KEVIN R VINSON	INFORMATION SERVICES - ADMIN	2
KIARA M GARRETT	KANNAPOLIS LIBRARY	1
KIMBERLY S GRAVELY	CHILD SUPPORT SERVICES-DSS	2
KRISTEN V DURYEE	ADMINISTRATION OPERATIONS-DSS	1
KYLE B WHITE	CONCORD LIBRARY	1
LATISHA B MCCORMICK	CHILD SUPPORT SERVICES-DSS	1
LATOYA D ANSON	ADULT AND FAMILY SERVICES	1
LAURA K ROBERTS	INCOME MAINTENANCE - DSS	1
LEAH C JOYNER	MT PLEASANT LIBRARY	1
LESLIE M KESLER	CONCORD LIBRARY	1
LESLIE S CARVER	INCOME MAINTENANCE - DSS	1
LIGIA M LARSEN	ADMINISTRATION OPERATIONS-DSS	2
LINDA L HENDERSON	INCOME MAINTENANCE - DSS	1
LINH T LE	CONCORD LIBRARY	1
LISA C HONEYCUTT	ADMINISTRATION OPERATIONS-DSS	2
LORI B HINSON	VETERANS SERVICES	1
LORI T CUMMINGS	INCOME MAINTENANCE - DSS	1
LUCAS M KLAUSS	AFTON RIDGE LIBRARY	3
MACY L ANDREWS	COMMUNICATIONS & OUTREACH	1
MAKENNA K GREENE	CONCORD LIBRARY	1
MARCUS C SHINN	FACILITY SERVICES	1
MARIA C PHELPS	CONSTRUCTION STANDARDS	1
MARIA G MENDOZA ARIAS	ADMINISTRATION OPERATIONS-DSS	1
MARIA L SOUSA	ADMINISTRATION OPERATIONS-DSS	3
MARIZEN B SAWYER	HARRISBURG LIBRARY	1
MARK MCINTYRE	INFORMATION SERVICES - ADMIN	1
MARK S GORDON JR	PROPERTY MAINTENANCE	1
MARY L ROBINSON	ADMINISTRATION OPERATIONS-DSS	1
MATTHEW J RUSSELL	HARRISBURG DIVISION-SHERIFF	1
MEGHAN A KABAT-NEWCOMER	ACTIVE LIVING CTR-CONCORD	1
MELANIE J HOLLES	LIBRARY ADMINISTRATION	1
MELINDA D METZ	KANNAPOLIS LIBRARY	1

MELISSA L ROBINSON-WELLS	INCOME MAINTENANCE - DSS	1
MERCEDES G CHICAS	ADMINISTRATION OPERATIONS-DSS	1
MICHAEL A MARTOCCHIO	COUNTY SHERIFF	1
MICHELLE R STAPULA	CHILD SUPPORT SERVICES-DSS	2
MILEYDIS LLANOS	INCOME MAINTENANCE - DSS	1
MONICA D DELGADO	ADMINISTRATION OPERATIONS-DSS	2
MONICA W ROWE	ADULT AND FAMILY SERVICES	3
MYISHA A WEBSTER	INCOME MAINTENANCE - DSS	1
NAHKIA M THOMAS	INCOME MAINTENANCE - DSS	2
NATALIA Z WEAVER	ADMINISTRATION OPERATIONS-DSS	2
NATASHA M MCCLELLEN	TAX ADMINISTRATION	1
NATHAN C ASH	INFORMATION SERVICES - ADMIN	2
NAYLA G OCHOA	INCOME MAINTENANCE - DSS	1
NICOLE A CHUBB	MT PLEASANT LIBRARY	2
NYA-ANNE R GREENIDGE	KANNAPOLIS LIBRARY	2
NYYA B STARLING	INCOME MAINTENANCE - DSS	1
OZELL S THOMPSON III	FIRE DEPARTMENT	1
PAMELA A WILLIAMS	ADULT AND FAMILY SERVICES	1
PATRICIA D ROGERS	TAX ADMINISTRATION	2
PENNY R ADCOCK	INCOME MAINTENANCE - DSS	4
PETICIA S RITCH	FINANCE	1
PETRENELLA H FUNDERBURK	INCOME MAINTENANCE - DSS	3
QUINTEN L STROMAN	INFORMATION SERVICES - ADMIN	1
RACHAEL J MCLAUGHLIN	KANNAPOLIS LIBRARY	1
RACHEL M ANDERSON	CHILD SUPPORT SERVICES-DSS	2
REBECCA M FITZPATRICK	ADMINISTRATION OPERATIONS-DSS	2
RICHARD E COOKE III	AFTON RIDGE LIBRARY	1
RICHARD W MAUNEY	SHERIFF COMMUNICATIONS	1
ROBERT G COX II	FOOD & NUTRITION SERVICES-DSS	1
RODNEY L SHEPPERSON	PROPERTY MAINTENANCE	1
ROGER E MAXWELL	INCOME MAINTENANCE - DSS	1
RUSSELL W ALKIRE	SHERIFF COMMUNICATIONS	1
RYAN A ERVIN	TAX ADMINISTRATION	1
SAMMY D HANNAH	TRANSPORTATION - HUMAN SERVICE	1
SARAH E DUTTON	KANNAPOLIS LIBRARY	3
SHANNON L DERNER	HUMAN RESOURCES	1
SHERRY D BROWN	SOCIAL WORK SERVICES - DSS	1
SONDRA G BRYAN	INCOME MAINTENANCE - DSS	1
SONYA F TILLMAN	CHILD SUPPORT SERVICES-DSS	1
STACY D BAILEY	TAX COLLECTOR	1
STEVE W MOREHOUSE	TAX ADMINISTRATION	1
SUSAN P COX	SOCIAL WORK SERVICES - DSS	1
SUSAN V DOMANN	SENIOR SERVICES	1
TANYA L LISK	TAX ADMINISTRATION	1
TAYLOR M LEAR	INCOME MAINTENANCE - DSS	1
TEARA A NEILS	INCOME MAINTENANCE - DSS	2
TERESA C CARROLL	TRANSPORTATION - HUMAN SERVICE	1
TERICA L GORDON	FINANCE	1
THOMAS A MITCHELL	ADMINISTRATION OPERATIONS-DSS	3
THOMAS J ZUMPOL	DETENTION CENTER	1
TIA A MOORE	INFORMATION SERVICES - ADMIN	1
TIFFANIE D SHARPE	CHILD SUPPORT SERVICES-DSS	1
TISHA J MAUNEY	EMERGENCY MEDICAL SERVICES	1

TRICIA D LYDA	ECONOMIC FAMILY SUPPORT SVCS	1
WILLIE J BARRINGER	PROPERTY MAINTENANCE	1
WINNER-RACHEL K WILLIAMS	CHILD SUPPORT SERVICES-DSS	1
YAZMIN F MILLAN	ADMINISTRATION OPERATIONS-DSS	1
YELY M ORTIZ	INCOME MAINTENANCE - DSS	1
YESSIKA I KING	BOARD OF COMMISSIONERS	1
ZHKALYN T BENNETT	INCOME MAINTENANCE - DSS	1

CABARRUS COUNTY

BOARD OF COMMISSIONERS
REGULAR MEETING

December 15, 2025
6:00 PM

AGENDA CATEGORY:
Closed Session

SUBJECT:
Closed Session - Consult with Attorney and Acquisition of Real Property

BRIEF SUMMARY:
A closed session is needed to consult with attorney and acquisition of real property as authorized by NCGS 143-318.11(a)(3) and (5).

REQUESTED ACTION:
Motion to go into closed session to consult with attorney and acquisition of real property as authorized by NCGS 143-318.11(a)(3) and (5).

EXPECTED LENGTH OF PRESENTATION:
1 Hour or More

SUBMITTED BY:
On behalf of the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS: