

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1. BOC - Changes to the Agenda Pg. 3

3. DISCUSSION ITEMS - FOR ACTION

3.1. Human Resources - Agreement for Professional Recruitment Services Pg. 5

4. DISCUSSION ITEMS - NO ACTION

4.1. Budget - FY27 Budget Update Pg. 8

5. DISCUSSION ITEMS FOR ACTION (CON'T.)

5.1. Active Living and Parks - Soccer Complex Contract Addendum Pg. 32

5.2. Boards and Committees - Early Childhood Task Force Advisory Board - Removal Pg. 36

5.3. Boards and Committees - Fair Advisory Commission - Appointment Pg. 39

5.4. Boards and Committees - Fair Advisory Commission - Appointment Pg. 42

5.5. Boards and Committees - Home and Community Care Block Grant (HCCBG) Advisory Committee - Removal Pg. 45

5.6. Boards and Committees - Home and Community Care Block Grant (HCCBG) Advisory Committee - Appointment Pg. 48

5.7. Boards and Committees - Home and Community Care Block Grant (HCCBG) Advisory Committee - Appointment Pg. 51

5.8. Boards and Committees - Human Services Advisory Board - Appointment Pg. 54

5.9. Boards and Committees - Tourism Authority - Appointment Pg. 57

5.10. Cabarrus County Planning & Development - Community Development NCDEQ DOE Weatherization Grant Award - Acceptance of Funding for FY26 Pg. 60

5.11. Cooperative Extension- Poultry Equipment Rental Pg. 127

5.12. County Manager - Consideration for Support of Coalition Against Bigger Trucks (CABT) Pg. 145

5.13. County Manager - Opioid Settlements Overview and Proposed Spending Authorization Pg. 150

- 5.14. County Manager - Resolution Establishing the Regional Behavioral Health Center Advisory Board Pg. 174
- 5.15. County Manager- Resolution for Maintenance of Stallings Road Pg. 177
- 5.16. DHS - Behavioral Health Center Pg. 181
- 5.17. DHS - Social Services - Transfer Furniture to Cabarrus Health Alliance Pg. 185
- 5.18. DHS- Social Services Family Support Cabarrus Health Alliance Grant Funds - Elevate Pg. 206
- 5.19. Legal - Conveying Two Properties to the Board of Education Pg. 209
- 5.20. Legal - Extension of Lease, St. Stephens Church Rd. Property Pg. 217
- 5.21. BOC - 2026 Commissioner Board Appointments Pg. 226
- 5.22. BOC - Appointment Policy Pg. 233
- 5.23. BOC - Economic Development Grant Program Pg. 239
- 5.24. BOC - Public Participation Policy Pg. 249
- 5.25. BOC - Rules of Procedure Pg. 252

6. APPROVAL OF REGULAR MEETING AGENDA

- 6.1. BOC - Approval of Regular Meeting Agenda Pg. 278

7. CLOSED SESSION

- 7.1. Closed Session - Consult with Attorney, Economic Development and Personnel Pg. 282

8. ADJOURN

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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

SUBJECT:

BOC - Changes to the Agenda

BRIEF SUMMARY:

A list of changes to the agenda is attached.

REQUESTED ACTION:

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



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
January 5, 2026**

UPDATED:

Discussion Items For Action

- 5.5 Boards and Committees - Home and Community Care Block Grant (HCCBG) Advisory Committee (Reflect language for recommended motion for the Regular Meeting)
- 5.10 Cabarrus County Planning & Development NCDEQ DOE Weatherization Grant Award – Acceptance of Funding for FY26 (Reflect language for recommended motions)
- 5.18 DHS - Social Services Family Support Cabarrus Health Alliance Grant Funds - Elevate (Date 2025 to 2026 on budget amendment)
- 5.21 BOC – 2026 Commissioner Board Appointments (Proposed 2026 Commissioner Board Appointments)

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS - FOR ACTION

SUBJECT:

Human Resources - Agreement for Professional Recruitment Services

BRIEF SUMMARY:

Stephen Straus, Developmental Associates, will present a proposal for executive recruitment services.

REQUESTED ACTION:

Consider entering into an agreement with Developmental Associates for the purposes of professional recruitment services.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Ashley Dobbins, Human Resources Director, on Behalf of the Board of Commissioners

BUDGET AMENDMENT REQUIRED:

No

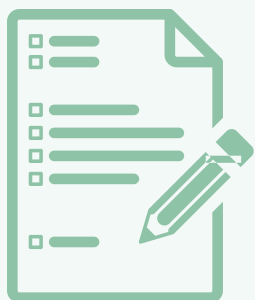
COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Process

Our Selection Process

The following provides a brief overview of the various stages of our selection process and the estimated duration for each phase. Developmental Associates (DA) will work with the Client to determine the exact dates for each stage of the process. From selecting candidates to advance in each stage to making a final offer, the Client has complete autonomy throughout the process.



Stage 1:
Two - three weeks

1. Job Analysis and Posting

- The Client will select a group of staff and stakeholders for DA to interview and gather pertinent information about the position, such as challenges and opportunities. These meetings can occur individually or in small groups.
- Once finalized, we use the job analysis to help draft the job posting.
- We send the draft of the job posting to the Client with a 48-72 hr. turnaround for edits and feedback. We also present you with a recommended list of external posting sites.
- Once approved, we post the position to the Government Jobs website (free) for at least 30 days, our website, and the list of external sites.
- A recruitment brochure featuring the job posting and pictures of the community and position is completed by our graphic designer and approved by the Client before publication.



Stage 2:
1 hr. Zoom meeting

2. 1st Screening

- Following the position's closing, we will virtually present the hiring team with data regarding all applicants.
- The data is categorized and scored using minimum and preferred qualifications outlined in the job posting.
- The Client will select applicants to advance to the next stage and Developmental Associates will invite those selected applicants to advance.



Stage 3:
One - two weeks

3. Phone Interviews and Surveys

- We develop interview questions that reflect the position's priorities, challenges, and opportunities.
- Our Consultants will conduct phone interviews with the chosen applicants.
- We score the candidates using a rubric that aligns with the expectations for the position.
- We confirm essential qualifiers such as compensation and relocation during these interviews.
- Candidates also complete a survey during this stage.



Stage 4:
1 - 2 hr. Zoom meeting

4. 2nd Screening

- Following the phone interviews, we will virtually present the Client with data.
- This interactive meeting allows the Client to ask questions of our consultant(s) who conducted the interviews.
- The Client selects candidates to invite to the virtual skills-based assessment center. Typically at most, five candidates are advanced..
- Developmental Associates will invite those selected applicants to advance.
- Those who are selected will take the EQi (Emotional Intelligence) assessment.



Stage 5:
Two days

5. Skill Evaluations

- The virtual assessment center (held via Zoom) is a two-day process organized and facilitated by Developmental Associates (DA) to evaluate candidates' skills.
- DA develops the virtual exercises and rating system, orients candidates, and recruits professionals in the field to volunteer as evaluators/assessors for the skill evaluations.
- At the conclusion of this process, the Client will debrief virtually with each exercise team and hear about each candidate's performance.
- All data from the assessment, including EQi assessment results for each candidate, is confidentially and electronically shared with the Client.
- Within a week following the skill evaluations assessment, the Client determines and invites their top candidates for in-person interviews.



Stage 6:
2 - 4 weeks

6. In-Person Interviews and Final Selection

- Developmental Associates can provide interview questions for the final interviews if desired.
- The Client arranges final interviews with the candidates and facilitates each interview. Developmental Associates is not present for these interviews.
- Once all in-person interviews have concluded, the Client has complete discretion to make an offer to the candidate of their choosing.

Our work is not complete until your final candidate begins their appointment!

Client Task List

Below is a list of the tasks our clients are responsible for in each stage of the process. Additional tasks may be assigned as needed.

Job Analysis and Posting

- 1 List of staff and stakeholders including email addresses for job analysis interviews.
- 2 Materials and resources to help us create the job posting and recruitment brochure (i.e. job description, department and/or organizational strategic plan, organizational chart, etc.; 15-20 high quality images that represent the community and position).
- 3 Review and approve the job posting, external posting site list, and proposed assessment center and screening dates..

1st Screening

- Meet with the DA team virtually to review data for all applicants.
- Select applicants to advance to the Phone Interview and Survey stage.



Phone Interviews

- During the 2-4 week phone interview process, the Client has no direct responsibilities.
- Developmental Associates' highly skilled consultants conduct all interviews.

2nd Screening

- Meet with the DA team virtually to review phone interview and survey data for all applicants.
- Select applicants to advance to the Assessment Center stage.

Skill Evaluations

- 1 Provide one representative from the hiring team to virtually greet assessors during the group training at the start of the assessment center.
- 2 The Client will meet virtually with Developmental Associates and the assessor exercise groups for a debrief after the skill-based evaluations.
- 3 Determine which candidates to advance to the in-person interview stage.

In-Person Interviews and Final Selection

- Arrange and facilitate in-person interviews with selected candidates.
- Determine which candidate to present an offer and facilitate making an official offer.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

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

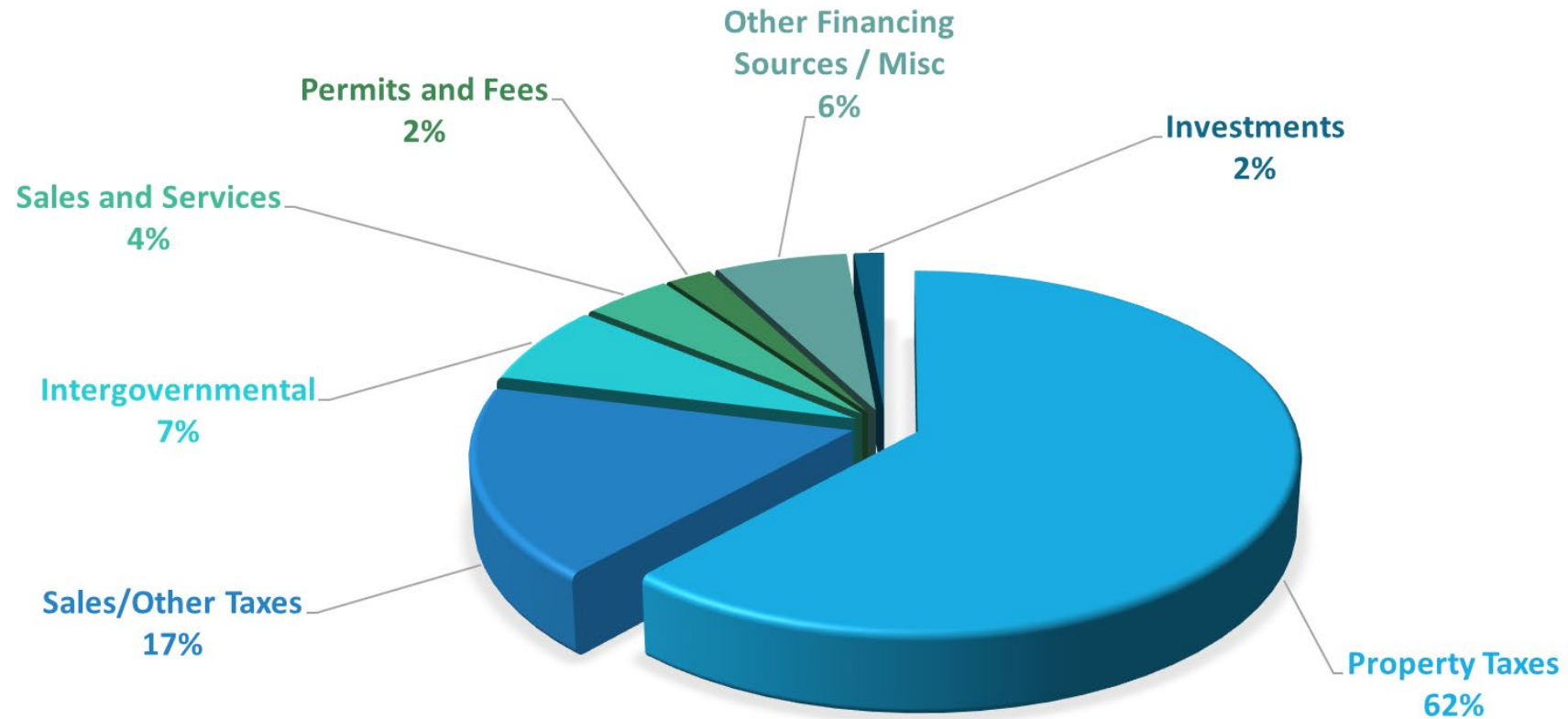
December 15, 2025



CABARRUS COUNTY
America Thrives Here

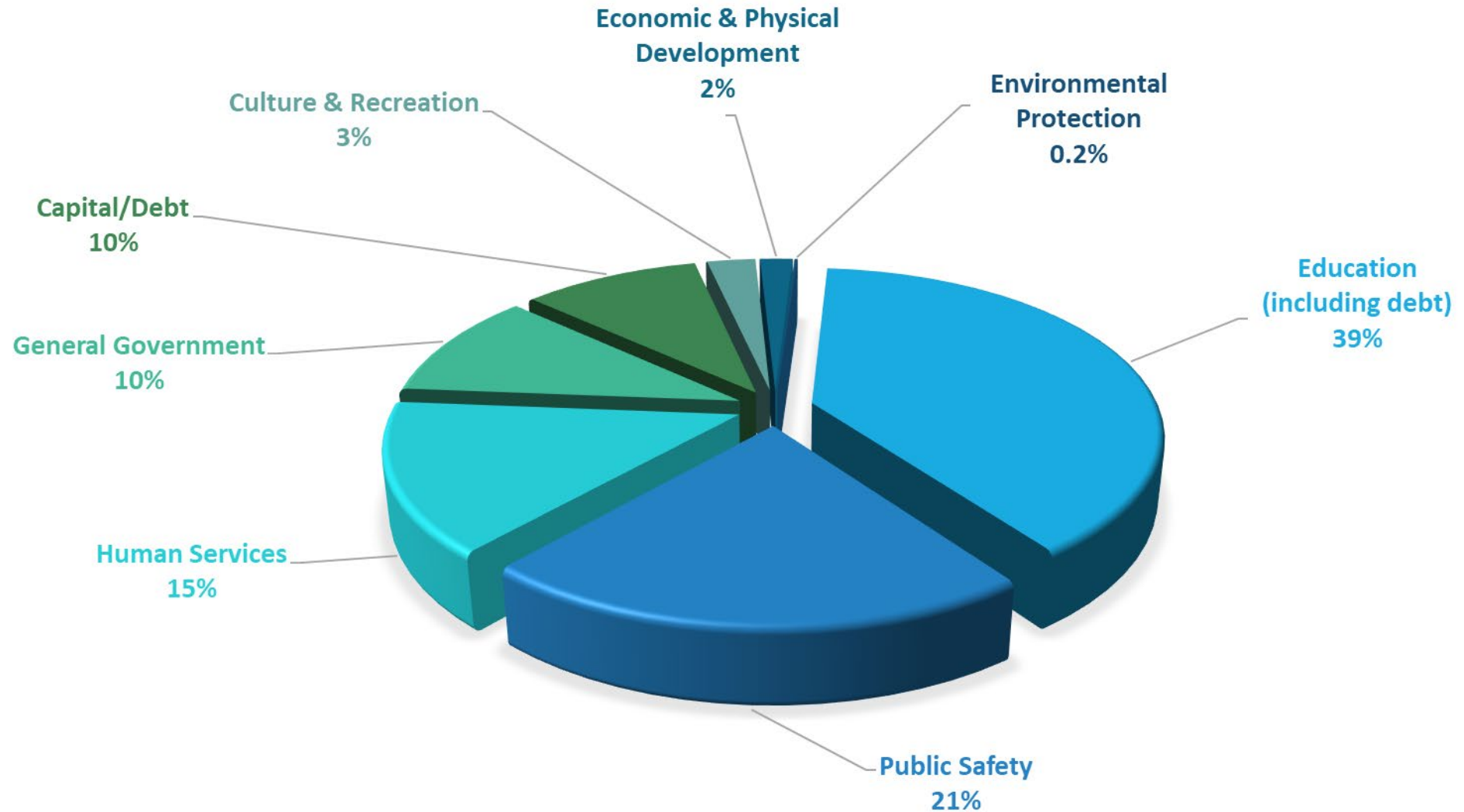
WHERE THE MONEY COMES FROM ?

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 - <i>Net Increase</i>	\$4,081,273
Expenditures - <i>Net Decrease</i>	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 WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Active Living and Parks - Soccer Complex Contract Addendum

BRIEF SUMMARY:

The 25-year agreement between Charlotte Soccer Association (CSA), the City of Concord, and Cabarrus County is set to expire in April 2026. Meetings have been held with the City of Concord and CSA to develop a recommendation from the Active Living and Parks (ALP) Commission.

The first recommended action is to align the agreement with the County fiscal year. This agenda item proposes extending the current contract from April 2026 through June 2026. The recommended addendum is attached. If approved, Concord Parks and Recreation will present the extension to City Council in February.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the contract addendum.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Byron Haigler, Active Living & Parks Department Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Contract Addendum

STATE OF NORTH CAROLINA

AGREEMENT ADDENDUM

COUNTY OF CABARRUS

This **AGREEMENT ADDENDUM** is entered into as of this ____ day of _____, 202____ (the "Commencement Date"), by and between **CABARRUS COUNTY**, a political subdivision of the State of North Carolina (hereinafter "County"); **THE CHARLOTTE SOCCER ACADEMY** (hereinafter "CSA") as Successor in Interest to the Cabarrus Soccer Association, a North Carolina non-profit corporation; and **THE CITY OF CONCORD** (hereinafter "City"), a North Carolina Municipal Corporation; and modifies the original Agreement between the parties dated April 23, 2001.

RECITALS

The current Agreement between the parties expires April 23, 2026, twenty-five (25) years from the date of execution. The parties desire to extend said Agreement to June 30, 2026 to align with the fiscal year observed by the County and the City, and to allow sufficient time for the negotiation of a new agreement to be effective on or about July 1, 2026.

AGREEMENT

1. Term. The term of this Addendum shall commence on the Commencement Date recited above and end on June 30, 2026, unless sooner terminated in accordance with the terms of the original 2001 Agreement.

2. Incorporation of Original Agreement Terms. This document is an addendum to the Agreement entered into by the parties on or about April 23, 2001. To the extent not modified herein, all of the terms and conditions of the April 23, 2001 Agreement shall remain in full force and effect, shall be deemed incorporated herein by reference, and apply to this Addendum and the subject property.

3. Execution of Agreement; Counterparts. This Lease may be executed in one or more counterparts (including by secure electronic signatures and transmission), each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed electronically, and/or in counterparts, each of which shall be deemed an original, as the act of said Party; and each Party will retain a fully executed copy or original. Each individual signing below warrants he/she is duly authorized by the Party to sign this Lease and to bind the Party to the terms and conditions of this Lease.

* Signatures follow on next page *

CABARRUS COUNTY, a political subdivision of the
State of North Carolina

By: _____
Name: Kelly F. Sifford
Title: Interim County Manager
Date: _____

THE CITY OF CONCORD, a N.C. municipal
corporation

By: _____
Name: _____
Title: _____
Date: _____

THE CHARLOTTE SOCCER ACADEMY, a N.C.
non-profit corporation

By: _____
Name: _____
Title: _____
Date: _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Boards and Committees - Early Childhood Task Force Advisory Board - Removal

BRIEF SUMMARY:

Trina Wenzel has retired from Cabarrus County Schools. Therefore, it is requested to remove her from the advisory board.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to remove Trina Wenzel from the Early Childhood Task Force Advisory Board and thank her for her service.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

Membership List

Early Childhood Advisory Task Force Advisory Board

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
Early Childhood Task Force Advisory Board					
Steven Ayers	1	6/17/2024	6/30/2028	1	3
Lora Lipe	2	7/18/2022	7/31/2026	1	1
Amanda Wilkerson	3	7/18/2022	7/31/2026	1	1
Waynett Taylor	4	10/17/2022	10/31/2026	1	1
Anna Lee Taylor	5	5/19/2025	2/28/2029	1	1
Jennifer Threadgill	6	5/19/2025	2/28/2029	2	1
Jennifer Baucom	7	7/17/2022	7/31/2026	1	1
Page Castrodale	8	7/17/2022	7/31/2026	1	1
Jenelle Felton	9	7/17/2022	7/31/2026	1	1
Elaine Jenkins	10	7/17/2022	7/31/2026	1	1
Barbi Jones	11	7/17/2022	7/31/2026	1	1
Amanda Smith	12	7/17/2022	7/31/2026	1	1
Trina Wenzel	13	7/17/2022	7/31/2026	1	1
Ann Benfield	14	10/16/2023	10/31/2027	1	2
Spencer Swain	15	10/16/2023	10/31/2027	1	1
Willmarie Austin	16	5/19/2025	2/28/2029	1	1

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Boards and Committees - Fair Advisory Commission - Appointment

BRIEF SUMMARY:

Seat #6 on the Fair Advisory Commission is currently vacant and needs filled. It is recommended by the advisory commission to appoint Kathy Waters to fill the unexpired term ending December 31, 2029.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint Kathy Waters to fill the unexpired term of seat #6 on the Fair Advisory Commission expiring on December 31, 2029; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Courtney Wyatt, Fair Executive Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Membership List

Fair Advisory Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
Fair Advisory Commission					
Marvin Bost	1	1/1/2025	12/31/2028	1	1
John Cline	2	1/21/2025	12/31/2029	1	1
Sherilee Deal	3	1/21/2025	12/31/2027	1	1
Ashleigh Miller	4	1/21/2025	12/31/2029	1	1
Barbara Strang	5	1/21/2025	12/31/2027	1	1
	6		12/31/2029		
	7		12/31/2027		
Janet Stancil	8	1/21/2025	12/31/2027	1	1
David Pless	9	1/21/2025	12/31/2027	1	1

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Boards and Committees - Fair Advisory Commission - Appointment

BRIEF SUMMARY:

Seat #7 on the Fair Advisory Commission is currently vacant and needs filled. It is recommended by the advisory commission to appoint Jane Cauthen to fill the unexpired term ending December 31, 2027.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint Jane Cauthen to fill the unexpired term of seat #7 on the Fair Advisory Commission expiring on December 31, 2027; and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Courtney Wyatt, Fair Executive Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Membership List

Fair Advisory Commission

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
Fair Advisory Commission					
Marvin Bost	1	1/1/2025	12/31/2028	1	1
John Cline	2	1/21/2025	12/31/2029	1	1
Sherilee Deal	3	1/21/2025	12/31/2027	1	1
Ashleigh Miller	4	1/21/2025	12/31/2029	1	1
Barbara Strang	5	1/21/2025	12/31/2027	1	1
	6		12/31/2029		
	7		12/31/2027		
Janet Stancil	8	1/21/2025	12/31/2027	1	1
David Pless	9	1/21/2025	12/31/2027	1	1

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Boards and Committees - Home and Community Care Block Grant (HCCBG) Advisory Committee - Removal

BRIEF SUMMARY:

The Home and Community Care Block Grant (HCCBG) Advisory Committee recommends the removal of Scott Barringer, an At-Large member, whose term expired December 31, 2025. He has chosen not to continue serving on the committee at this time.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to remove Scott Barringer from the HCCBG Advisory Committee and thank him for his many years of service.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Tammy Bare, Adult and Aging Services Program Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Membership List

Home and Community Care Block Grant Advisory Committee

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
Home and Community Care Block Grant Committee					
Larry Belk	Human Services/Designee - Transportation	Perpetual			1
Tammy Bare	Human Services/Designee - Older Adults	Perpetual			2
Cindy Hall	Human Services/Designee - Disabled Adults	Perpetual			1
Rae Moore	ALP Director/Designee	Perpetual			1
Susie Morris	P&Z Director/Designee	Perpetual			1
Kimberly Strong	Cabarrus Meals on Wheels Director/Designee	Perpetual			1
Linda Owens	At-Large	3/17/2025	12/31/2027		1
Cynthia Hayes	At-Large	12/16/2024	12/31/2026		1
	At-Large		12/31/2025		
James Polk	At-Large	2/20/2023	12/31/2025	4	2
Scott Barringer	At-Large	2/20/2023	12/31/2025	4	2
	At-Large		12/31/2025		
Rosemary Gause	At-Large	12/16/2024	12/31/2027		2
Katie Kutcher	At-Large	2/20/2023	12/31/2025	3	1

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Boards and Committees - Home and Community Care Block Grant (HCCBG) Advisory Committee - Appointment

BRIEF SUMMARY:

On November 19, 2025, the Home and Community Care Block Grant (HCCBG) Advisory Committee met to review and consider three applications for appointment relative to two vacant seats. The HCCBG Committee then voted unanimously to recommend Eric Young for appointment to fill the vacant At-Large seat on the HCCBG Advisory Committee. An exception to the multiple board provision of the Appointment Policy will be needed.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint Eric Young to the HCCBG Advisory Committee for a three-year term expiring December 31, 2028, and to include an exception to the multiple board provision of the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Tammy Bare, Adult and Aging Services, Program Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Membership List

Home and Community Care Block Grant Advisory Committee

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
Home and Community Care Block Grant Committee					
Larry Belk	Human Services/Designee - Transportation	Perpetual			1
Tammy Bare	Human Services/Designee - Older Adults	Perpetual			2
Cindy Hall	Human Services/Designee - Disabled Adults	Perpetual			1
Rae Moore	ALP Director/Designee	Perpetual			1
Susie Morris	P&Z Director/Designee	Perpetual			1
Kimberly Strong	Cabarrus Meals on Wheels Director/Designee	Perpetual			1
Linda Owens	At-Large	3/17/2025	12/31/2027		1
Cynthia Hayes	At-Large	12/16/2024	12/31/2026		1
	At-Large		12/31/2025		
James Polk	At-Large	2/20/2023	12/31/2025	4	2
Scott Barringer	At-Large	2/20/2023	12/31/2025	4	2
	At-Large		12/31/2025		
Rosemary Gause	At-Large	12/16/2024	12/31/2027		2
Katie Kutcher	At-Large	2/20/2023	12/31/2025	3	1

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Boards and Committees - Home and Community Care Block Grant (HCCBG) Advisory Committee - Appointment

BRIEF SUMMARY:

On November 19, 2025, the Home and Community Care Block Grant (HCCBG) Advisory Committee met to review and consider three applications for appointment relative to two vacant seats. The HCCBG Committee then voted unanimously to recommend Elisa Gregorich for appointment to fill the vacant At-Large seat on the HCCBG Advisory Committee.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint Elisa Gregorich to the HCCBG Advisory Committee for a three-year term expiring December 31, 2028, and to include any necessary exceptions to the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Tammy Bare, Adult and Aging Services Program Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Membership List

Home and Community Care Block Grant Advisory Committee

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
Home and Community Care Block Grant Committee					
Larry Belk	Human Services/Designee - Transportation	Perpetual			1
Tammy Bare	Human Services/Designee - Older Adults	Perpetual			2
Cindy Hall	Human Services/Designee - Disabled Adults	Perpetual			1
Rae Moore	ALP Director/Designee	Perpetual			1
Susie Morris	P&Z Director/Designee	Perpetual			1
Kimberly Strong	Cabarrus Meals on Wheels Director/Designee	Perpetual			1
Linda Owens	At-Large	3/17/2025	12/31/2027		1
Cynthia Hayes	At-Large	12/16/2024	12/31/2026		1
	At-Large		12/31/2025		
James Polk	At-Large	2/20/2023	12/31/2025	4	2
Scott Barringer	At-Large	2/20/2023	12/31/2025	4	2
	At-Large		12/31/2025		
Rosemary Gause	At-Large	12/16/2024	12/31/2027		2
Katie Kutcher	At-Large	2/20/2023	12/31/2025	3	1

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Boards and Committees - Human Services Advisory Board - Appointment

BRIEF SUMMARY:

The Human Services Advisory Board recommends John Basilice (Kannapolis City Schools) to fill the seat (#3) vacated in December 2025. An exception to the multiple board provision of the Appointment Policy will be needed.

REQUESTED ACTION:

Motion Recommended for the Regular Meeting:

Motion to appoint John Basilice (Kannapolis City Schools) to fill the vacant seat (#3), term expiring December 31, 2028; and to include an exception to the multiple board provision of the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Aalece Pugh, Human Services Director/Assistant County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Membership List

Human Services Advisory Board

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
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
	3		12/31/2025		
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 WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Boards and Committees - Tourism Authority - Appointment

BRIEF SUMMARY:

The Cabarrus County Tourism Authority Board has the following nominees for appointment.

Cabarrus County Tourism Authority Board – Seat #8 Hotelier – Jonah Ritter – appointment for an unexpired term expiring June 30, 2028. Jonah is the General Manager of the Concord Embassy Suites Golf Resort & Spa. An exception to the residency provision of the Appointment Policy will be needed.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to appoint Jonah Ritter to fill Seat #8 Hotelier for the unexpired term ending June 30, 2028; and to include an exception to the residency provision of the Appointment Policy.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Steve Steinbacker - Chairman, Cabarrus County Tourism Authority Board of Directors

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Membership List

Tourism Authority

<i>Name</i>	<i>Seat</i>	<i>Appointment</i>	<i>Term Expiration</i>	<i>Number of Terms</i>	<i>Number of Boards Serving</i>
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
	Hotelier #8		6/30/2028		
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 WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Cabarrus County Planning & Development - Community Development NCDEQ DOE
Weatherization Grant Award - Acceptance of Funding for FY26

BRIEF SUMMARY:

The Cabarrus County Community Development Division was awarded funding from the North Carolina Department of Environmental Quality for the Department of Energy Weatherization Program for FY26. The funds will be used to weatherize qualifying homes. These funding opportunities were included in the original Weatherization Grant application presentation for fiscal year 2025-2026, as well as the adopted budget.

Along with the Board of Commissioner's acceptance of the funds, a budget amendment is also needed to correct and update the funding amounts received from the State.

REQUESTED ACTION:

Recommended Motions:

Motion to Suspend the Rules of Procedure.

Motion to approve acceptance of DOE WX funding for FY26, to authorize the County Manager, or his designee, to enter into an agreement with the State upon review by the County Attorney, to adopt the budget amendments to reflect corrected funding, and to allow Staff to proceed with implementation of the associated program activities.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susie Morris, Planning & Development Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Contract
- ▣ Budget Amendment



STATE OF NORTH CAROLINA North Carolina Department of Environmental Quality Amendment 1

THIS AMENDMENT 1 ("Amendment 1") is entered into by and between **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **CABARRUS COUNTY** (the "Subrecipient") (the Department and the Subrecipient, each, individually, a "Party" and, collectively, the "Parties").

The Parties acknowledge they entered into a contract, Contract 100932-000 in August 2025 to provide services under the North Carolina Weatherization Assistance Program. (the "Agreement").

The Department and the Subrecipient agree to the following changes to the Agreement:

1. The Federal Award Identifications Table is replaced in its entirety with the following:

FEDERAL AWARD IDENTIFICATIONS – U.S. Department of Energy (DOE) Weatherization:	
Subrecipient Name	Cabarrus County
Subrecipient UEI	PF3KTEELMHV6
Assistance Listing Number (ALN)	81.042
Federal Award Identification Number (FAIN)	DE-SE0001841
Federal Award Date	07/01/2025
Subaward Period of Performance Start & End Date	07/01/2025 – 06/30/2026
Amount of Federal Funds Obligated in the Subaward	\$106,584.00
Project Description	The Subgrantee shall: (1) weatherize at least 7 units using United States Department of Energy (D OE) funds; (2) weatherize at least 13 units using North Carolina Low-Income Home Energy Assistance Program (LIHEAP) funds; and (3) repair or replace heating/ air conditioning systems in at least 14 units using North Carolina Heating and Air Repair and Replacement Program (HARRP) funds in accordance with this Grant Agreement, Program Guidance, NCDEQ SEO State Plan, North Carolina Weatherization Assistance Program Standard Operating Procedures, North Carolina Standard Work Specifications, North Carolina Health & Safety Plan, and regulations. All units must meet the prescribed eligibility requirements within the Subgrantee's designated service area as described by program requirements and regulations.
Federal Awarding Agency	DOE



Pass-Through Entity Awarding Official & Contact Information	DEQ/Julie Woosley, julie.woosley@deq.nc.gov
Federal Award Indirect Cost Rate	27.70%
Contract is R&D	No

FEDERAL AWARD IDENTIFICATIONS – LIHEAP & HARRP:	
Subrecipient Name	Cabarrus County
Subrecipient UEI	PF3KTEELMHV6
Assistance Listing Number (ALN)	93.568
Federal Award Identification Number (FAIN)	2401NCLIEA
Federal Award Date	07/01/2023 – 6/30/2028
Subaward Period of Performance Start & End Date	07/01/2025 – 06/30/2026
Amount of Federal Funds Obligated in the Subaward	\$348,062.00
Project Description	The Subgrantee shall: (1) weatherize at least 7 units using United States Department of Energy (D OE) funds; (2) weatherize at least 13 units using North Carolina Low-Income Home Energy Assistance Program (LIHEAP) funds; and (3) repair or replace heating/ air conditioning systems in at least 14 units using North Carolina Heating and Air Repair and Replacement Program (HARRP) funds in accordance with this Grant Agreement, Program Guidance, NCDEQ SEO State Plan, North Carolina Weatherization Assistance Program Standard Operating Procedures, North Carolina Standard Work Specifications, North Carolina Health & Safety Plan, and regulations. All units must meet the prescribed eligibility requirements within the Subgrantee's designated service area as described by program requirements and regulations.
Federal Awarding Agency	U.S. Department of Health & Human Services
Pass-Through Entity Awarding Official & Contact Information	DEQ/Julie Woosley, julie.woosley@deq.nc.gov
Federal Award Indirect Cost Rate	27.70%
Contract is R&D	No

2. Section 6 – Total Award Amount is replaced in its entirety with the following:

“Total Award Amount. The amount of awarded funds paid by the Department to the Subrecipient under this Agreement shall not exceed **\$454,646.00** (the “Amount of Award”). This amount consists of:



Funding:

Type of Funds	Funding Source	UEI No.
Federal	U.S. Dept. of Health & Human Services	93.568
Federal	U.S. Department of Energy	81.042

Accounting Code Information:

Dollars	Company
\$454,646.00	1600

Budget Fund (6 Digits)	Natural Account (8 Digits)	Management Unit (AMU) (7 Digits)
205165	56D00001, 56D00002, 56D00003, 56D00004, 56D00012, 56300001, 56300002, 56300003, 56300004, 56300012	1604089, 1604090, 1604091

Funding Source	Project (9 or 10 Digits)
0000	16GE000117, 16GE000118, 16GE000119

Subrecipient Matching Information:

☒ 6.1 There are no matching requirements from the Subrecipient.

☐ 6.2. There are no matching requirements from the Subrecipient; however, the Subrecipient has committed the following match to this project:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

☐ 6.3 The Subrecipient's matching requirement is **\$0.00**, which shall consist of:

<input type="checkbox"/>	In-Kind	\$
<input type="checkbox"/>	Cash	\$
<input type="checkbox"/>	Cash and In-Kind	\$
<input type="checkbox"/>	Other / Specify:	\$

☐ 6.4 The Subrecipient is committing to an additional **\$0.00** to complete the project or services described in the Scope of Work.



Based on the figures above, the **Total Agreement Amount** is **\$454,646.00**. The Subrecipient represents that any contributions of its own shall be sourced from non-Federal funds.”

3. Section 7 – Payment Provisions, Subsection 7.5 is replaced in its entirety with the following:

“7.5. Pre-Award Costs:

7.5.1. For LIHEAP and HARRP Funds: Subrecipient may seek reimbursement under the award for costs incurred between July 1, 2025, and the Agreement Effective Date. To receive reimbursement, pre-award costs must be supported by sufficient documentation establishing allowability of costs and be approved by the Department.

7.5.2. For DOE Funds: Subrecipient may seek reimbursement under the award for administrative costs incurred between July 1, 2025, and the Amendment 1 Effective Date. To receive reimbursement, pre-award costs must be supported by sufficient documentation establishing allowability of costs and be approved by the Department.”

4. Section 13 – Agreement Administrators, the Department’s Agreement Administrator is replaced with the following:

Melanie Stolp, Weatherization Program Manager State Energy Office MSC 1613 Raleigh, NC 27699-1613 Telephone: 984-366-2340 Email Address: melanie.stolp@deq.nc.gov
--

5. Attachment A is hereby replaced in its entirety with the version of Attachment A included with this Amendment 1.

6. Attachment B is hereby replaced in its entirety with the version of Attachment B included with this Amendment 1.

7. Attachment C is hereby replaced in its entirety with the version of Attachment C included with this Amendment 1.

Except as modified herein, the AGREEMENT continues in effect as written and agreed.

All other terms and conditions remain unchanged.



Executed by the duly authorized representatives as of the day and date indicated below.

CABARRUS COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Subrecipient's Signature

Department Signature or Authorized Assignee

Printed Name and Title

Printed Name and Title

Organization

Department

Date

Date

CABARRUS COUNTY

Subrecipient's Signature

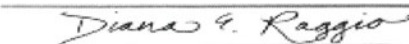
Printed Name and Title

Organization

Date

Attachment A

NSO

ASSISTANCE AGREEMENT			
1. Award No. DE-SE0001841		2. Modification No.	3. Effective Date 07/01/2025
		4. CFDA No. 81.042	
5. Awarded To North Carolina Department Of Environmental Q Attn: Craig Caudill 1606 MAIL SERVICE CENTER RALEIGH NC 27699		6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585	
		7. Period of Performance 07/01/2025 through 06/30/2026	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority Public Law 109-58, Energy Policy Act (2005)	10. Purchase Request or Funding Document No. 25SE001022	
11. Remittance Address North Carolina Department Of Environmental Q Attn: Craig Caudill 1606 MAIL SERVICE CENTER RALEIGH NC 27699	12. Total Amount Govt. Share: \$7,598,803.00 Cost Share : \$0.00 Total : \$7,598,803.00	13. Funds Obligated This action: \$7,598,803.00 Total : \$7,598,803.00	
14. Principal Investigator	15. Program Manager Michael A. Tidwell Phone: 2402858937	16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401	
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury	18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury	19. Submit Reports To See Attachment 2	
20. Accounting and Appropriation Data See Schedule			
21. Research Title and/or Description of Project WEATHERIZATION ASSISTANCE PROGRAM - North Carolina			
For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer 	
23. Name and Title	24. Date Signed	26. Name of Officer Diana Raggio	27. Date Signed 09/16/2025

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-SE0001841

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3

NAME OF OFFEROR OR CONTRACTOR

North Carolina Department Of Environmental Quality

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: TFQVKH1E8Y41</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>Current Budget Period: 07/01/2025 to 06/30/2026</p> <p>Project Period: 07/01/2025 to 06/30/2026</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period.</p> <p>The purpose of this action is to obligate Program Year 2025 funds and to authorize performance of Program Year 2025 activities.</p> <p>Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>DOE Award Administrator: Jarrod Reeson E-mail: jarrod.reeson@ee.doe.gov Phone: 720-916-4822</p> <p>DOE Project Officer: Sasha Tidwell E-mail: sasha.tidwell@hq.doe.gov Phone: 240-285-8937</p> <p>Recipient Business Officer: Tracy Dixon E-mail: tracy.dixon@deq.nc.gov Phone: 919-707-8550</p> <p>Recipient Principal Investigator: Tracy Dixon Email: tracy.dixon@deq.nc.gov Phone: 919-707-8550</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that-</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents."</p> <p>ASAP: YES Extent Competed: NOT AVAIL FOR COMP</p> <p>Continued ...</p>				

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-SE0001841

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3 3

NAME OF OFFEROR OR CONTRACTOR
North Carolina Department Of Environmental Quality

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Davis-Bacon Act: NO PI: Dixon, Tracy Delivery: 07/01/2025 Delivery Location Code: 03601 Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401				

NSO

NSO

JULY 2004

NSO

ATTACHMENT A

Federal Award Terms & Conditions

By accepting this subaward of federal financial assistance, the subrecipient understands and accepts that it will be subject to the same federal award terms and conditions as the Department (the pass-through entity) with few exceptions. The following document contains the terms and conditions of the Department's grant award from the Federal Awarding Agency. These terms and conditions "flow down" to the subrecipient through its subaward relationship with the Department. Subrecipient should reach out to the Department's Agreement Administrator if they have any questions about the applicability of any federal terms and conditions to their subaward.

Note: One of the provisions contained in the Federal Award Terms & Conditions (Term 33. Indirect Costs) is currently subject to litigation. If the outcome of litigation affects implementation of said provision, the Department will notify the subrecipient and the parties will amend the agreement as appropriate.



Special Terms and Conditions

North Carolina Department of Environmental Quality ("recipient"), which is identified in Block 5 of the Assistance Agreement, and the United States Department of Energy ("DOE"), enter into this award, referenced above, to achieve the project objectives and the deliverables stated in the Attachments to this award.

This award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Annual File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Master File
Attachment 5a	Health and Safety Plan
Attachment 6	NEPA Determination

The following are incorporated into this award by reference:

- DOE Assistance Regulations, 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910 (subject to any deviations issued pursuant to [2 CFR 910.133](#)) at <https://www.ecfr.gov/current/title-2>.
- National Policy Requirements (November 12, 2020) at <https://www.nsf.gov/awards/managing/rtc.jsp>.
- The recipient's application/proposal as approved by DOE.
- Applicable program regulations at <http://www.eCFR.gov>, including 10 CFR Part 440 – Weatherization Assistance for Low-Income Persons.

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Subpart A. General Provisions**Term 1. Legal Authority and Effect**

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Grants Officer.

The recipient may accept or reject the award. A request to draw down DOE funds or acknowledgement of award documents by the recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the recipient's acceptance of the terms and conditions of this award. Acknowledgement via FedConnect by the recipient's authorized representative constitutes the recipient's electronic signature.

Term 2. Flow Down Requirement

The recipient agrees to apply the terms and conditions of this award, including the Intellectual Property Provisions, to all subrecipients (and contractors, as appropriate). See, 2 CFR 200.101(b)(2) through (b)(5), 2 CFR 200.327, and 2 CFR 200.332.

Term 3. Compliance with Federal, State, and Municipal Law

The recipient is required to comply with applicable federal, state, and local laws and regulations for all work performed under this award. The recipient is required to obtain all necessary federal, state, and local permits, authorizations, and approvals for all work performed under this award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE award Administrator for guidance.

Term 5. Federal Stewardship

DOE will exercise normal federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Whistleblower Protections

As provided in 2 CFR 200.217, an employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or

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negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections.

Term 7. Termination

This award may be terminated in part or in its entirety in accordance with 2 CFR 200.340.

Term 8. Federal Involvement

A. Review Meetings

The recipient, including but not limited to the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with DOE. Review meetings enable DOE to assess the work performed under this award and determine whether the recipient has timely achieved the program goals stated in Attachment 1 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this award.

DOE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. DOE will provide the recipient with reasonable notice of the review meetings.

For each review meeting, the recipient is required to provide a comprehensive overview of the project, including:

1. The recipient's program progress compared to the [Annual Plan](#) stated in Attachment 1 to this award.
2. The recipient's actual expenditures compared to the approved budget in Attachment 3 to this award.
3. Other subject matter specified by the DOE Technology Manager/Federal Project Manager.

B. Project Meetings

The recipient is required to notify DOE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by DOE, the recipient is required to provide DOE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The recipient is not expected to delay any work under this award for the purpose of government insight.

C. Site Visits

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All

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site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. DOE Access

The recipient must provide any information, documents, site access, or other assistance requested by DOE for the purpose of its federal stewardship or substantial involvement.

Term 9. Risk-Based Review of Project Participation

All project participants are subject to a DOE risk review. The risk review of covered individuals includes but is not limited to the review of resumes and disclosures, as required in the award. DOE reserves the right to ask for disclosures on project participants not defined as covered individuals. The recipient need not submit any additional information on non-covered individuals, unless requested by DOE. The volume and type of information collected may depend on various factors associated with the award.

Note this review is separate and distinct from DOE Order 142.3B "Unclassified Foreign National Access Program".

Term 10. Post-Award Due Diligence Reviews

During the period of performance of the award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the award. As part of the research, technology, and economic security risk review, DOE may contact the recipient project team members for additional information to inform the review.

Term 11. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds.

For recipients with a DOE executed Historic Preservation Programmatic Agreement (PA), DOE has determined that the "Allowable Activities" listed in the Weatherization Assistance Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review, when the recipient demonstrates the activities are compliant with the restrictions of the "Allowable Activities". The recipient is thereby authorized to use Federal funds for the "Allowable Activities" listed in the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2025), NEPA Determination, subject to the recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this award.

Conditions:

1. This NEPA Determination only applies to activities funded by the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document, WAP Weatherization Readiness, and reported Petroleum Violation Escrow (PVE) funds, as applicable.

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2. Activities not listed under "Allowable Activities" including ground disturbing activities (grading adjacent to the perimeter of the foundation more than 3 feet from the foundation), tree trimming, and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed. A DOE Grants Officer must provide approval prior to initiating the project or activities.
3. Any activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. Approval from DOE is required prior to initiating activities reviewed on a Historic Preservation Worksheet.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
7. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.
8. Recipients are responsible for reviewing NEPA and Historic preservation PowerPoint trainings at www.energy.gov/node/4816816 and contacting NEPA with any questions at GONEPA@ee.doe.gov.
9. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

If the Recipient seeks to fund activities that do not qualify as "Allowable Activities" as defined in Attachment 6, those activities are subject to additional NEPA review which requires submission of an environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and those activities are not authorized for Federal funding unless and until the DOE Grants Officer provides written authorization for those activities. Should the recipient elect to undertake activities or change locations prior to written authorization from the Grants Officer, the recipient does so at risk of not receiving federal funding for those activities, and such costs may not be recognized as allowable cost share.

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Term 12. Historic Preservation

A. Authorization

DOE must comply with the National Historic Preservation Act ("NHPA"), 54 USC § 306108 et seq., which requires federal agencies to consider the effects of undertaking (federally funded or assisted projects and activities) on historic properties that are listed in or eligible for listing in the National Register of Historic places prior to the expenditures of federal funds. Recipients with a DOE-executed Programmatic Agreement (PA) must comply with the requirements identified in paragraph B. Conditions below.

B. Conditions

Recipients with a DOE executed historic preservation Programmatic Agreement (PA) must adhere to all the Stipulations of their PA. All DOE executed PAs are available on the State and Community Energy Programs website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>. If the website is unavailable, please contact the DOE Project Officer.

In addition to the Stipulations in their PAs, Recipients must notify SCEP via GONEPA@ee.doe.gov whenever:

- Either the Recipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by SCEP;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
- There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

Term 13. Performance of Work in United States

A. Requirement

All work performed under this award must be performed in the United States unless the Grants Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the recipient should make every effort to purchase supplies and equipment within the United States. The recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the recipient fails to comply with the requirements of this term, the Grants Officer may

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deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable recipient cost share regardless of if the work is performed by the recipient, subrecipients, contractors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this award must be performed in the United States. However, the Grants Officer may approve the recipient to perform a portion of the work outside the United States under limited circumstances. The recipient must obtain a waiver from the Grants Officer prior to conducting any work outside the United States. To request a waiver, the recipient must submit a written waiver request to the Grants Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the recipient must demonstrate to the satisfaction of the Grants Officer that the performance of work outside the United States would further the purposes of the Program that the award was selected under and is in the economic interests of the United States. The Grants Officer may require additional information before considering such request.

Term 14. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

Term 15. Reporting Requirements**A. Requirements**

The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by federal agencies.

B. Dissemination of Scientific and Technical Information

Scientific and Technical Information (STI) generated under this award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link ([E-Link](#)) system. STI submitted under this award will be disseminated via DOE's [OSTI.gov](#) website subject to approved access limitations. Citations for journal articles produced under the award will

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appear on the [DOE PAGES](#) website.

C. Restrictions

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 16. Lobbying

By accepting funds under this award, the recipient agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 17. Publications

The recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs under the Weatherization Assistance Program Award Number DE-SE0001841."
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

The recipient should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

The award may be subject to a Data Management Plan as part of the Intellectual Property clause set that explains how data generated in the course of the work performed under this

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award will be shared or preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

Term 18. One Time No-Cost Extension

As provided in 2 CFR 200.308(g)(2), the recipient must provide the Grants Officer with written notice in advance if it intends to utilize a one-time, no-cost extension of this award. The notification must include the supporting justification and a revised period of performance. The recipient must submit this notification in writing to the Grants Officer and DOE Technology Manager/Federal Project Manager at least 10 days before the end of the current budget period. This paragraph does not preclude the federal agency from approving further no-cost extensions to the federal award.

Any no-cost extension will not alter the project scope, deliverables, budget, or milestones (if applicable) of this award.

Term 19. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for for-profit recipients

Term 20. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for for-profit recipients

Term 21. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under the federal award will conditionally vest upon acquisition in the recipient or subrecipient. The recipient or subrecipient cannot encumber its title or other interests and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by federal statutes or the federal agency, real property must be used for the originally authorized purpose as long as it is needed for that purpose. When real property is no longer needed for the originally authorized purpose, the recipient or subrecipient must obtain disposition instructions from DOE or pass-through entity.

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a federal award. Also see 2 CFR 910.360 for additional requirements for real property for for-profit recipients.

Term 22. Equipment

Subject to the conditions provided in 2 CFR 200.313, and 2 CFR 910.360 (as applicable), title to equipment (property) acquired under the federal award will conditionally vest upon acquisition with the recipient or subrecipient. The recipient or subrecipient must not encumber this

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property or permit encumbrance without prior written approval of the Grants Officer and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a federal award by the state in accordance with state laws and procedures.

Indian Tribes must use, manage, and dispose of equipment acquired under a federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR 200.313.

The recipient or subrecipient must use equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the federal award. When no longer needed for the originally original project or program, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Equipment with a current per unit fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the federal awarding agency or pass-through entity, as specified in 2 CFR 200.313(e)(1) and 2 CFR 910.360 (as applicable).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a federal award is no longer needed, the recipient or subrecipient must obtain disposition instructions from DOE or pass-through entity. However, pursuant to the FY23 Consolidation Appropriations Act (Pub. L. No. 117-328), Division D, Title III, Section 309, the Secretary, or a designee of the Secretary may, at their discretion, vest unconditional title or other property interests acquired under this project regardless of the fair market value of the property at the end of the award period of performance.

Subject to vesting of any property pursuant to Section 309 of the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, disposition will be made as follows: (a) items of equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further obligation to the federal agency or pass-through entity; (b) the recipient or subrecipient may retain title or sell the equipment after compensating the federal agency as described in 2 CFR 200.313(e)(2); or (c) transfer title to the federal agency or to an eligible third Party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a federal award. Also see 2 CFR 910.360 for additional requirements for for-profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

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Term 23. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 24. Property Trust Relationship

Real property, equipment, and intangible property acquired or improved with the federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a federal award.

Term 25. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the recipient and subrecipient must retain all federal award records.

Term 26. Audits

A. Government-Initiated Audits

The recipient must provide any information, documents, site access, or other assistance requested by DOE or federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the recipient's records relating to this award.

Consistent with 2 CFR part 200 as adopted and supplemented by 2 CFR part 910, DOE may audit or review the recipient's financial records or administrative records relating to this award at any time. Audits or reviews may be performed to determine if the recipient has an adequate financial management system to estimate, bill, and record federal government expenditures in accordance with the criteria in 2 CFR 200.302, Generally Accepted Accounting Principles (GAAP), Generally Accepted Government Accounting Standards (GAGAS), and Standard Form 1408. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the period of performance (or the termination of the award, if applicable). Upon completion of the audit, the recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

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B. Annual Independent Audits (Single Audit or Compliance Audit)

The recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521. In the alternative, a for-profit recipient that expends \$1,000,000 or more in federal awards during that entity's fiscal year may have a compliance audit conducted for that year in accordance with 2 CFR 910.500 through 910.521.

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the recipient. To minimize expense, the recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 27. Site Visits and Recipient Administrative Organizational Reviews

DOE's authorized representatives have the right to make site visits and conduct recipient Administrative Organizational Reviews to review the project and management control systems and to provide technical assistance, as appropriate. The recipient must provide, and must require its subrecipients and contractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. DOE will make reasonable efforts to ensure these site visits do not interfere with or unduly delay project work.

Subpart B. Financial Provisions**Term 28. Maximum Obligation**

The maximum obligation of DOE for this award is the total "Funds Obligated" as stated in Block 13 of the Assistance Agreement to this award. Additional federal funding is contingent upon (1) recipient's demonstrated substantial progress towards meeting the objectives of the award; (2) availability of federal funds appropriated by Congress for the purpose of this program; and (3) the availability of future-year budget authority.

Term 29. Continuation Application and Funding**A. Continuation Application**

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to WAP in accordance with the annual Announcement/Grant Guidance that is issued.

B. Continuation Funding

Continuation funding is contingent on the following:

1. the availability of funds appropriated by Congress for the purpose of this program;
2. the availability of future-year budget authority;
3. recipient's compliance with the terms and conditions of the award;

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4. recipient's satisfactory progress towards meeting the objectives of the Weatherization Assistance Program;
5. recipient's submittal of required reports;
6. the recipient's submission of a continuation application; and
7. written approval of the continuation application by the Grants Officer.

C. Waiver of Prior Written Approval Requirements

DOE waives prior written approval requirements to carry forward unobligated balances to subsequent budget periods, in accordance with 2 CFR 200.308(e)(3).

Term 30. Refund Obligation

The recipient must refund any excess payments received from DOE, including any costs determined unallowable by the Grants Officer. At the end of the period of performance (or the termination of the award, if applicable), the recipient must refund to DOE the difference between (1) the total payments received from DOE, and (2) the federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 31. Allowable Costs

DOE determines the allowability of costs in accordance with 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910. All project costs must be allowable, allocable, and reasonable. The recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by federal funds, costs claimed by its subrecipients and project costs that the recipient claims as cost sharing, including in-kind contributions. The recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the appropriate cost principles. Upon request, the recipient is required to provide such records to DOE. Such records are subject to audit. Failure to provide DOE adequate supporting documentation may result in a determination by the Grants Officer that those costs are unallowable.

Term 32. Foreign Travel

The recipient is required to obtain the prior written approval of the Grants Officer for any foreign travel costs.

- To initiate a foreign travel request, submit a foreign work waiver. See Performance of Work in the United States (Foreign Work Waiver) above for details.
- Foreign travel that typically isn't subject to foreign work waivers (e.g., foreign travel to conferences, scholarly workshops, or symposia) still requires a foreign work waiver if the travel is to a foreign country of risk (China, Russia, North Korea, Iran).

All international travel must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between, or within a country other than

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the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

Term 33. Indirect Costs**A. Indirect Cost Allocation:**

The recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all federal awards through the recipient's fiscal year end 2026. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

B. Fringe Cost Allocation:

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

C. Subrecipient Indirect Costs:

The recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this award and 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910.

DOE has established a maximum dollar amount that it will reimburse as indirect costs and fringe benefit costs under a financial assistance award, to include the subaward. The maximum amount of funds to be paid or reimbursed from the recipient to a subrecipient for subrecipient indirect and fringe benefit costs under a subaward will be calculated as a percentage (%) of the total subaward amount, inclusive of the Federal and non-Federal cost share amounts.

For for-profit organizations, the maximum reimbursement amount is fifteen percent (15%) of the Total Award Amount. For nonprofit organizations, the maximum reimbursement amount is 15 percent (15%) of the Total Award Amount. For state and local governments, the maximum reimbursement amount is 10 percent (10%) of the Total Award Amount.

The Total Award Amount is comprised of the Federal and any required non-Federal cost share and includes the sum of total direct costs and indirect cost amounts. The maximum indirect and fringe benefits cost reimbursement amount applies to all budget periods negotiated at the time of the award and will be adjusted should a modification change the Total Award Amount. The maximum reimbursement amount applies to the total award across all budget periods. For multi-year awards, applicants must ensure the indirect costs and fringe benefits for each year collectively do not exceed the reimbursement limitation in terms of the applicable percentage of the Total Award Amount.

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D. Indirect Cost Stipulations:

1. Modification to Indirect Cost Billing Rates

DOE will not modify this award solely to provide additional funds to cover increases in the recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the recipient's Cognizant Agency or Cognizant Federal Agency Official.

The recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator to increase indirect cost billing rates. If the Grants Officer provides prior written approval, the recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this award.

2. Indirect Cost Reimbursement Limitations

In accordance with DOE Policy, while the recipient may allocate the listed indirect cost rates above, the recipient is limited to a maximum percentage of 10% of the Total Award Amount for reimbursement of indirect costs and fringe benefits costs.

3. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 34. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this award, the Government shall not be responsible for or have any obligation to the recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (2) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this award, whether said work was performed prior to or subsequent to the effective date of the award.

Term 35. Use of Program Income

If the recipient earns program income during the period of performance as a result of this award, the program income must be added to the total allowable costs, increasing the overall total amount of the federal award (see 2 CFR 200.307 (b)(2)).

Term 36. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

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B. Requesting Advances

Requests for advances must be made through the ASAP system. The recipient may submit requests as frequently as required to meet its needs to disburse funds for the federal share of project costs. If feasible, the recipient should time each request so that the recipient receives payment on the same day that the recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The recipient must disburse any funds that are available from repayments to, and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the recipient may not spend more than the federal share authorized to that particular budget period, without specific written approval from the Grants Officer. The recipient must immediately refund DOE any amounts spent or drawn down in excess of the authorized amount for a budget period. The recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs and shall comply with the procedure for remitting interest earned to the federal government per 2 CFR 200.305, as applicable.

Term 37. Budget Changes**A. Budget Changes Generally**

The Grants Officer has reviewed and approved the SF-424A in Attachment 3 to this award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this award, must be approved in advance and in writing by the Grants Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Grants Officer. DOE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The recipient is required to obtain the prior written approval of the Grants Officer for any transfer of funds among direct cost categories where the cumulative amount of such

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transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this award.

The recipient is required to notify the DOE Technology Manager/Federal Project Manager of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The recipient is required to obtain the prior written approval of the Grants Officer for any transfer of funds between direct and indirect cost categories. If the recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this award, the recipient may use the difference to pay additional allowable direct costs during the period of performance so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Term 38. Carryover of Unobligated Balances

The recipient is hereby authorized to carry over unobligated balances of federal and non-federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Grants Officer. Should the recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period. Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

Subpart C. Miscellaneous Provisions**Term 39. Reporting Subawards and Executive Compensation****A. Reporting of first-tier subawards****1. Applicability.**

Unless the recipient is exempt as provided in paragraph D. of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in federal funds for a subaward to an entity or federal agency. The recipient must also report a subaward if a modification increases the federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

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2. Reporting Requirements.

- i. The recipient must report each subaward described in paragraph A.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) within SAM.gov at <https://sam.gov/fsrs>.
- ii. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported no later than December 31, 2025.)

B. Reporting Total Compensation of recipient Executives for Entities

1. Applicability.

The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

- i. The total federal funding authorized to date under this award equals or exceeds \$30,000;
- ii. In the preceding fiscal year, the recipient received;
 - a. 80 percent or more of the recipient's annual gross revenues from federal procurement contracts (and subcontracts) and federal awards (and subawards) subject to the Transparency Act; and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal awards (and subawards) subject to the Transparency Act; and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

2. Reporting Requirements.

The recipient must report executive total compensation described in paragraph B.1. of this award term:

- i. As part of the recipient's registration profile at <https://www.sam.gov>.
- ii. No later than the month following the month in which this federal award is made, and annually after that. (For example, if this federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

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C. Reporting of Total Compensation of Subrecipient Executives**1. Applicability.**

Unless a first-tier subrecipient is exempt as provided in paragraph D. of this award term, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year if:

- i. The total federal funding authorized to date under the subaward equals or exceeds \$30,000;
- ii. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal awards (and subawards) subject to the Transparency Act; and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal awards (and subawards) subject to the Transparency Act; and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

2. Reporting Requirements.

Subrecipients must report to the recipient their executive total compensation described in paragraph C.1. of this award term. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) within SAM.gov at <https://sam.gov/fsrs> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

D. Exemptions

A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

1. Subawards; and
2. The total compensation of the five most highly compensated executives of any subrecipient.

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E. Definitions

For purposes of this award term:

1. *Entity* includes:

i. Whether for profit or non-profit:

- a. A corporation;
- b. An association;
- c. A partnership;
- d. A limited liability company;
- e. A limited liability partnership;
- f. A sole proprietorship
- g. Any other legal business entity;
- h. Another grantee or contractor that is not excluded by subparagraph 2; and
- i. Any State or locality.

ii. Does not include:

- a. An individual recipient of federal financial assistance; or
- b. A federal employee.

2. *Executive* means an officer, managing partner, or any other employee holding a management position.

3. *Subaward* has the meaning given in 2 CFR 200.1.

4. *Subrecipient* has the meaning given in 2 CFR 200.1.

5. *Total compensation* means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Term 40. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management (SAM.gov)

Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a federal award or contract within the last three years.

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B. Requirements for Unique Entity Identifier (UEI)

If the recipient is authorized to make subawards under this award, the recipient:

1. Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI number to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM.gov)* means the federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).
2. *Unique Entity Identifier (UEI)* means the universal identifier assigned by SAM.gov to uniquely identify an entity.
3. *Entity* is defined at 2 CFR Part 25.400 and includes all of the following types as define in 2 CFR 200.1:
 - iii. Non-federal entity;
 - iv. Foreign organization;
 - v. Foreign public entity;
 - vi. Domestic for-profit organization; and
 - vii. Federal agency.
4. *Subaward* has the meaning given in 2 CFR 200.1.
5. *Subrecipient* has the meaning given in 2 CFR 200.1.

Term 41. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- B. The recipient further attests that it **does not and will not** use any federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 1. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or*

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Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

2. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.
3. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 42. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the recipient's Application for award, the recipient must notify the Grants Officer and Federal Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910, nor does it relieve the recipient from its obligation to comply with applicable federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the recipient documentation must, at a minimum, include the following:

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the subrecipient is providing cost share to the award;
3. An assurance that the process undertaken by the recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327;

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4. An assurance that no planned, actual or apparent conflict of interest exists between the recipient and the selected subrecipient and that the recipient's written standards of conduct were followed;¹
5. A completed Environmental Questionnaire, if applicable;
6. An assurance that the subrecipient is not a debarred or suspended entity;
7. An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the recipient may not proceed with the subrecipient agreement until the Grants Officer determines, and provides the recipient written notification, that the information provided is adequate.

Should the recipient not receive a written notification of adequacy from the Grants Officer within 30 days of the submission of the subrecipient documentation stipulated above, the recipient may proceed to award or modify the proposed subrecipient agreement.

Term 43. Minimum Privacy Protections Regarding Applicant Information

- A. States, Tribes and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- B. A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - i. whether a significant privacy interest would be invaded;
 - ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the recipient to notify the Grants Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The recipient must also notify the Grants Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

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- iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

Term 44. Conference Spending

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 45. Reporting of Matters Related to recipient Integrity and Performance

A. General Reporting Requirement

If the total value of your active grants, cooperative agreements, and procurement contracts from all federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov) about civil, criminal, or administrative proceedings described in paragraph B of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011, (except past performance reviews required for federal procurement contracts) will be publicly available.

B. Proceedings About Which You Must Report

You must submit the required information about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;

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2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - iii. An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - iv. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.3.i, ii, or iii;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter the required information in SAM.gov for each proceeding described in paragraph B of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

1. *Administrative proceeding* means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with the performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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2. *Conviction* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
3. *Total value* of currently active grants, cooperative agreements, and procurement contracts includes the value of the federal share already received plus any anticipated federal share under those awards (such as continuation funding).

Term 46. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the United States to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." All recipients and subrecipients are responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The recipient must immediately report to DOE any export control investigations, indictments, charges, convictions, and violations upon occurrence, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 47. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all recipients applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, technology investment agreement, or other transaction authority) and, through the implementation of this policy by the recipient, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

The recipient must flow down the requirements of the interim COI Policy to any subrecipient, with the exception of DOE National Laboratories. Further, the recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the recipient was required to: 1) ensure all Investigators on this award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the award, the recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

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Term 48. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Grants Officer. The recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the federal government.

The recipient must flow down the requirements of the interim COI Policy to any subrecipient, with the exception of DOE National Laboratories, if applicable. The recipient is responsible for ensuring subrecipient compliance with this term.

If the recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 49. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (federal and non-federal funds) to:

1. Procure or obtain covered telecommunications equipment or services;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

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2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see section 889 of Public Law 115-232 and § 200.471.

Term 50. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the recipient must be cognizant of the requirements of 2 CFR 200.113 Mandatory disclosures, which states:

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An applicant, recipient, or subrecipient of a federal award must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). The disclosure must be made in writing to the federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Term 51. Trafficking in Persons

A. Provisions applicable to a recipient that is a private entity:

1. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
 - iii. The use of forced labor in the performance of this award or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant or cooperative agreement; or
 - 2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - c. Soliciting a person for the purpose of employment, or offering employment, by means materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d. Charging recruited employees a placement recruitment fee;

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- e. Providing or arranging housing that fails to meet the host country's housing and safety standards.
2. The federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with the performance under this award; or
 - b. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)."

B. Provision applicable to a recipient other than a private entity.

The federal agency may unilaterally terminate this award or take any remedial action authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

1. Is determined to have violated a prohibition in paragraph A.1; or
2. Has an employee that is determined to have violated a prohibition in paragraph A.1 through conduct that is either:
 - i. Associated with the performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

1. The recipient must inform the federal agency and the Inspector General of the federal agency immediately of any information the recipient receives from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. The federal agency's right to unilaterally terminate this award as described in paragraphs A.2 or B of this award term:
 - i. Implements the requirements of 22 U.S.C. 78; and
 - ii. Is in addition to all other remedies for noncompliance that are available to the federal agency under this award.
3. The recipient must include the requirements of paragraph A.1 of this award term in any subaward it makes to a private entity.

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4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

D. Definitions.

For purposes of this award term:

1. *Employee* means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of this project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
2. *Private Entity* means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
3. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude," have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

Term 52. Buy America Requirement for Infrastructure Projects

A. Applicability to this Award

This award does not have an approved BABA waiver, so the requirements of BABA fully apply. The remainder of this term provides additional information on BABA's compliance requirements and recipient obligations. The recipient is put on notice that failure to comply with these requirements will result in a disallowance of costs for any nonconforming item that is purchased under the award. The recipient is very strongly encouraged to read the information provided in this term and to consult with their cognizant legal counsel to ensure that these requirements are fully understood.

B. Definitions

There are several terms of art that are given specific definitions with respect to the application and execution of BABA. [Full definitions of these terms can be found by following this hyperlink to the relevant section \(2 CFR 184.3\) of the Code of Federal Regulations.](#) Any additional context not present in the Code of Federal Regulations definition for a given term is provided below.

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- a. *Buy America Preference* (Sometimes also referred to as the **Buy America Requirement** or **Domestic Content Procurement Preference**). Note that, despite the use of the word “Preference,” this is very much a mandatory compliance requirement. The statute, implementing regulations, and OMB guidance characterize this requirement as the “Buy America Preference,” and so that terminology is reflected here to ensure consistency with the statute and existing guidance.
- b. *Component*
- c. *Construction Materials*
- d. *Infrastructure Project*
- e. *Iron or steel products*
- f. *Manufactured Products*
- g. *Manufacturer*
- h. *Predominantly of iron or steel or a combination of both*
- i. *Produced in the United States* (Sometimes also referred to as the “Domestic Production requirement”)
- j. [Section 70917\(c\)](#) *Materials* (i.e., certain materials used in construction that are specifically excluded from being categorized as “construction materials”; as such, the Buy America Preference is not applied to these materials).

Additionally, the following terms are not defined in 2 CFR 184.3, but are important for a proper understanding of BABA and its application:

- k. *Project* – means the construction, alteration, maintenance, or repair of public infrastructure in the United States.
- l. *Infrastructure* – Infrastructure includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging.
- m. *Public infrastructure* – The Buy America Preference does not apply to non-public (private) infrastructure. For purposes of compliance with BABA, infrastructure should be considered “public” if it is:
 - (1) publicly owned (owned, operated, funded and managed, in whole or in part, by any unit or authority of a Federal, State, or Local government-including U.S. Territories and Indian Tribes); or
 - (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose”, and therefore “public”, if it is privately owned but operated on behalf of the public or is a place of public accommodation.

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C. Buy America Preference**1. The Buy America Preference Generally**

Subject to any applicable waiver, none of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless all iron, steel, manufactured products, and/or construction materials are “produced in the United States.” Standards to satisfy this requirement differ based on the category a given material falls under:

- a. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. (**Note:** [2 CFR 184.5](#) provides specific guidance for determining the cost of components for manufactured products); and
- c. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (**Note:** [2 CFR 184.6](#) provides additional standards that must be satisfied for some specified construction materials in order for those materials to be considered “produced in the United States”).

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Preference. The recipient must ensure that the Buy America Preference flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Preference. The Buy America Preference term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

2. Specific Application of the Buy America Preference

Recipients are not required to apply the Buy America Preference to each and every material, supply, or piece of equipment purchase for this award. Only items that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project are required to meet the “produced in the United States” requirements that mandate domestic assembly and (in the case of manufactured products) domestic content thresholds.

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As such, this requirement does not need to be applied to tools, equipment, and supplies—such as temporary scaffolding—brought into the construction site and removed at or before the completion of the infrastructure project. This is likewise inapplicable to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

3. Section 70917(c) Materials

The BABA Statute at Section 70917(c) provides a list of materials which are specifically excluded from categorization as “construction materials,” and therefore may be used without meeting the relevant “produced in the United States” standard.

Generally referred to as “Section 70917(c) Materials,” these are:

- cement and cementitious materials;
- aggregates such as stone, sand, or gravel; or
- aggregate binding agents or additives, as provided in Section 70917(c) of BABA.

Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

[Section 70917\(c\)](#) materials, on their own, are not manufactured products. Further, [Section 70917\(c\)](#) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, certain [Section 70917\(c\)](#) materials (such as stone, sand, and gravel) may be used to produce a manufactured product, such as is precast concrete. Precast concrete is made of components, is processed into a specific shape or form, and is in such state when brought to the work site. Furthermore, wet concrete should not be considered a manufactured product if not dried or set prior to reaching the work site.

Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that [Section 70917\(c\)](#) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at [2 CFR 184.3](#); (ii) a new definition of “[Section 70917\(c\)](#) materials” at [2 CFR 184.3](#); (iii) new instructions at [2 CFR 184.4\(e\)](#) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at [2 CFR 184.4\(f\)](#) on how to apply the Buy America preference by category.

D. Certification of Compliance

Recipients must request a certification from a product manufacturer that the iron, steel, manufactured product or construction material they are acquiring from the manufacturer were “produced in the United States” (i.e., that they meet the requisite standards outlined at the beginning of Section 3, above). DOE will not provide any sort of “certification template” for this

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purpose; recipients are responsible for ensuring that a certification contains enough information that it properly validates the BABA compliance of the item(s) listed within the certification.

Although DOE does not require a specific format for the certification, the following elements must be present:

- A listing of all products covered by the certification, including their category (e.g., iron, steel, manufactured product, or construction material);
- A recitation of the relevant “produced in the United States” standard for any categories (iron, steel, manufactured product, or construction material) provided in the above list, to ensure the manufacturer properly understands the standards to be met;
- A clear statement that the products listed meet the relevant “produced in the United States” standard(s);
- A signature from an authorized representative of the manufacturer certifying the contents of the compliance statement; and
- Any other information the recipient deems necessary for the certification to demonstrate compliance with the BABA requirements.

Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

E. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Preference. Requests to waive the application of the Buy America Preference must be in writing to the CO. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

- a. Public Interest- Applying the Buy America Preference would be inconsistent with the public interest;
- b. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

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- c. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Waiver Requests may be submitted utilizing [BABA Waiver Form \(gsa.gov\)](#), [Optional Form 2211 \(OF2211\)](#) or any other format to provide the required information for the project-specific waiver request.

For reference, requests to waive the Buy America Preference must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the award project objectives, location, and the specific infrastructure project involved;
- Total estimated Financial Assistance award value, inclusive of recipient cost share;
- Total estimated infrastructure costs (estimated costs of the Iron, Steel, Manufactured Products and Construction Materials being purchased under the award and utilized in the infrastructure project);
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;
- A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and
- Anticipated impact to the project if no waiver is issued.

The recipient should consider using the following principles as minimum requirements contained in their waiver request:

- *Time-limited:* Consider a waiver constrained principally by a length of time, or phased-out over time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is

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widely used in the project. When requesting such a waiver, the recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver ("non-availability") has not changed (e.g., domestic supplies have become more available).

- *Targeted*: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- *Conditional*: The recipient may request a waiver with specific conditions that support the policies of IJIA/BABA.

DOE may request, and the recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. The waiver request review and public comment process required for a waiver determination can take up to 90 calendar days.

Term 53. Potentially Duplicative Funding Notice

If the recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this award, the recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this award. If there are identical cost items, the recipient must promptly notify the DOE Grants Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 54. Transparency of Foreign Connections

The recipient must notify the DOE Grants Officer within fifteen (15) business days of learning of the circumstances listed below in relation to the recipient and subrecipients.

Disclosure exceptions by entity type:

- U.S. National Laboratories and domestic government entities are not required to respond to the Transparency of Foreign Connections disclosure.
- Institutions of higher education are only required to report on items 5 and 7.

For subrecipient reporting requirements, applicability is determined by the subrecipient entity type, regardless of whether the prime recipient was exempt.

Disclosure Information:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;

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2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the recipient or subrecipients that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing, transfer or intellectual property sales to a foreign country of risk within the same technology area as the award (e.g., biotechnology, energy generation and storage, advanced computing);
6. Any changes to the recipient or the subrecipients' board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable; and
7. Any of the following changes to the equipment proposed for use on the project:
 - i. Unmanned aircraft, control, and communication components originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
 - ii. Coded equipment where the source code is written in a foreign country of risk.
 - iii. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
 - iv. Any entity from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Recognizing the disclosures may contain business confidential information, subrecipients may submit their disclosures directly to DOE.

Term 55. Foreign Collaboration Considerations

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- A. Consideration of new collaborations with foreign entities, organizations, and governments. The recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations, or governments in connection with its DOE-funded award scope. The recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- B. Existing collaborations with foreign entities, organizations, and governments. The recipient must provide DOE with a written list of all existing foreign collaborations, organizations, and governments in which has entered in connection with its DOE-funded award scope.
- C. In general, a collaboration will involve some provision of a thing of value to, or from, the recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the award but resulting in provision of a thing of value from or to the award must also be reported. Collaborations do not include routine workshops, conferences, use of the recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the recipient's standard policies and procedures.

Term 56. Entity of Concern Prohibition

No Entity of Concern, as defined in section 10114 of [Public Law 117-167 \(42 USC 18912\)](#), may receive any grant, contract, cooperative agreement, or loan of \$10 million or more in Departmental funds including funds made available by the Consolidated Appropriations Act, 2024 ([Public Law 118-42](#)). In addition, for all awards involving Departmental activities authorized under Public Law 117-167, no Entity of Concern (including an individual that owns or controls, is owned or controlled by, or is under common ownership or control with an Entity of Concern) may receive DOE funds or perform work under the award, subject to certain penalties. See section 10114 of Public Law 117-167 and section 310 of Public Law 118-42 for additional information.

Congress has given DOE authority to require the submission of documentation necessary to implement the requirements of this term.

The recipient shall include this term, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, under this award.

If, at any time, the recipient becomes aware that any participant on the award is an Entity of Concern and therefore is unable to fully comply with this term, the recipient shall promptly

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stop all work on this award, notify the Grants Officer, and not proceed with the award work without further authorization.

Term 57. Required Risk Mitigation

This award is subject to the recipient's compliance with required DOE Office of Research, Technology, and Economic Security (RTES) mitigation measures that are specific to the recipient, if any. Failure to comply with a required RTES mitigation measure is grounds for an immediate termination of the award. This term must be flowed down to the subrecipients. If a subrecipient fails to comply with required RTES mitigation measures, if any, that are specific to that subrecipient, it is grounds for immediate termination of the subaward.

Term 58. Impacted Indian Tribes

If any activities anticipated to take place under this agreement could potentially impact the resources or reserved rights of Indian Tribe(s), as defined in 25 U.S.C. § 5304 (e), then the recipient/awardee agrees to develop and maintain active and open communications with the potentially impacted Indian Tribe(s), during the period of performance of the agreement, and, if necessary, after the end of the agreement. If the recipient proposes any activities that could impact Tribal resources or reserved rights, including but not limited to lands, cultural sites, sacred sites, water rights, mineral rights, fishing rights, and hunting rights, the recipient must notify DOE. The recipient/awardee must coordinate with DOE on all Tribal interactions. DOE will determine if formal government-to-government consultation is needed, and DOE will conduct that consultation accordingly.

- Tribal lands is as defined in 25 U.S.C. §§ 3501(2), (3), (4)(A) and (13).
- Indian Tribe is as defined in 25 U.S.C. § 5304 (e).

Term 59. Implementation of Executive Order 13798, Promoting Free Speech and Religious Liberty

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage subrecipients based on their religious character.

Term 60. Implementation of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit Based Opportunity

It is the policy of the United States to protect the civil rights of all Americans and to promote individual initiative, excellence, and hard work. All recipients must comply in all respects with all applicable federal anti-discrimination laws. Compliance with such Federal laws is material to DOE's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. By requesting a drawdown or reimbursement of funds under this award the recipient certifies that it does not operate programs promoting diversity, equity, and inclusion that violate any applicable federal anti-discrimination laws.

SCOPE OF WORK

PROJECT METHODS:

The Subgrantee shall: (1) weatherize at least **7** units using Department of Energy (DOE) funds; (2) weatherize at least **13** units using North Carolina Low-Income Home Energy Assistance Program (LIHEAP) funds; and (3) repair or replace heating/ air conditioning systems in at least **14** units using North Carolina Heating and Air Repair and Replacement Program (HARRP) funds in accordance with this Grant Agreement, Program Guidance, NCDEQ SEO State Plan, North Carolina Weatherization Assistance Program Standard Operating Procedures, North Carolina Standard Work Specifications, North Carolina Health & Safety Plan, and regulations. All units must meet the prescribed eligibility requirements within the Subgrantee's designated service area as described by program requirements and regulations.

The Subgrantee shall perform the following activities based on federal and state program guidance (*including but not limited to the NCDEQ SEO State Plan, North Carolina Weatherization Assistance Program Standard Operating Procedures, North Carolina Standard Work Specifications, North Carolina Health & Safety Plan, and the North Carolina Training & Technical Assistance Plan*):

1. Conduct advertising, intake activities, and receive applications for services from potentially eligible clients;
2. Conduct client and dwelling eligibility activities, including the inventory of client lists;
3. Perform and document initial inspection/audits and share energy education information with eligible clients;
4. The Subgrantee shall base the scope of work for all eligible units based on Program Guidance, NCDEQ SEO State Plan, North Carolina Weatherization Assistance Program Standard Operating Procedures, North Carolina Standard Work Specifications, and the North Carolina Health & Safety Plan.
5. Track allowable leveraged funds and measures through federal, state, utility, and local funding opportunities;
6. Collaborate in good faith with the provider of Focus Areas 1, 2, & 3 of the Bipartisan Infrastructure Law (BIL)/Infrastructure Investment and Jobs Act (IIJA) program to maximize programmatic impacts;
7. Complete health and safety improvements for eligible units;
8. Install identified energy reduction measures in eligible units based on Program Guidance and the NCDEQ SEO State Plan;
9. Conduct final inspections for eligible units;
10. Follow federal and state procurement requirements prior to awarding subcontractor agreements;
11. Maintain accurate and organized client files;
12. Complete program/financial reports, and submit timely program/financial reports;
 - a. The Subgrantee will submit one example blank/voided invoice for each proposed contractor or related partner prior to completing billable work under this contract.
13. Submit client evaluation surveys quarterly to NCDEQ; and
14. Provide training for staff and contractors.
15. Be stewards of federal funds in an effective, prudent, and efficient manner.

PROJECT EVALUATION:

Outcome measures for the Subgrantee will be evaluated by the following:

1. Meeting monthly completed units contained in "Subgrantee One Year Work Production Schedule" section of Attachment E of this Grant Agreement.
2. Meeting the Average Cost Per Unit for DOE, LIHEAP, and HARRP based on Program Guidance and the State Plan.
3. Whether the subgrantee effectively manages client waitlists by in accordance with federal guidelines, NCDEQ program guidance, and the NCDEQ SEO State Plan.
4. Submitting accurate and timely reporting requirements set forth by Program Guidance, SOPs and the State Plan.
5. How well the grievance and conflict resolution process is followed based on Program Guidance (*i.e., good faith attempts to resolve conflicts at the staff level where they happen before elevating*).
6. How well the Subgrantee collaborates in good faith with the provider of Focus Areas 1, 2, and 3 of the BIL/IIJA program.
7. Whether quarterly spending goals are achieved based on the following schedule:

Quarterly Spending Goals			
(Percent of Total Budget by Program)			
September	25%	March	75%
December	50%	June	100%

Service quality measures will be evaluated by the following:

1. High scores on client satisfaction evaluation surveys; and
2. Low number of defects found during the onsite assessments conducted by or on-behalf of the state.
3. Whether required certifications were held by individuals that tested, evaluated, or completed work products in client homes.
4. The number of client or subcontractor complaints regarding the Subgrantee's quality of work, timeliness, or professionalism.

Efficiency measures will be evaluated by following the average cost per unit of weatherized homes. The Average Cost Per Unit, shall not exceed \$8,497 for DOE units, \$12,000 for LIHEAP units, and \$10,000 for HARRP units.

LINE-ITEM BUDGET WITH NARRATIVE

Allocations and county units to individual subgrantees will be subject to a review of production and expenditures during each Program Year. The subgrantee shall request in writing to have county housing unit goals adjusted and explain the rationale of the request. Upon approval by the Program Manager or if no response from the Program Manager or their designee within 30 calendar days of the request, the changes shall become effective. If the Program Manager designates a designee, the Program Manager will notify the subgrantee in writing.

A Memorandum of Understanding (MOU) will be required to be implemented between Subgrantees with common service areas under the annual base program and Five Year BIL/IIJA program. At a minimum, the MOU will establish client referral and communication protocols between programs that: (1) reduce or eliminate waitlist backlogs in a timely manner; (2) streamline eligibility determination processes; (3) effectively prioritize clients based on the WAP's priority score; (4) target underserved communities ; and (5) provide methods of transparent communication to clients for intake processes. Overall, these procedures are intended to ensure efficiencies are maintained between programs for client intake, referral, and weatherization activities.

Attachment C

3225 North Carolina Weatherization Assistance Program

SUBGRANTEE BUDGET INFORMATION

IDENTIFICATION	Initial Budget:	X
Subgrantee:	Budget Change #	
Contract Period:	Contract Amendment #	

Cabarrus County Planning Services
July 1, 2025 to June 30, 2026

BUDGET SUMMARY

Line Item	DOE	Total Contract Funding
Training & Tech. Assistance.	\$8,965.43	\$8,965.43
Administration	9,567.18	\$9,567.18
Program Operations	63,205.21	\$63,205.21
Health & Safety	14,530.51	\$14,530.51
Readiness	10,316.41	\$10,316.41
Total Contract Funding	\$106,584.74	\$106,584.74
Total Housing Units	7	7

**LIHEAP WEATHERIZATION ASSISTANCE PROGRAM
SUBGRANTEE ONE YEAR WORK PLAN**

Attachment C

SECTION IV. PROJECT IDENTIFICATION

(1) Weatherization Service Provider : Cabarrus County Planning Services

(2) Project Name: North Carolina DOE Weatherization Assistance Program

(3) Project Period: July 1, 2025 to June 30, 2026

(4) WAP Funds Requested for this Project :

(5) Number of Households Expected to be Served:

7

Project Activities	Activities by Position				
	Admin Pool	Program Asst	Program Director		
Promote and market the Weatherization Assistance Program to recruit priority populations					
Conduct intake/receive applications for services from potentially eligible individuals	Admin Pool	Program Asst			
Determine applicant eligibility and provide appropriate notification	Admin Pool	Program Director			
Establish prioritized waiting list using State rating tool	Admin Pool	Program Director			
Perform initial inspection/audit including health and safety checks, share energy education information	Lead Auditor	Crew Member			
Identify measures to be installed in accordance with the N. C. State Priority List of Measures for Single Family Homes in North Carolina	Lead Auditor	Crew Member	Final Inspector		
Identify measures to be installed in accordance with the N. C. State Priority List of Weatherization Measures for Mobile Homes in North Carolina	Lead Auditor	Crew Member	Final Inspector		
Complete job write-up and cost estimate, review measures to be installed with applicant, order materials, review measures and schedule work	Lead Auditor	Crew Member			
Complete health and safety improvements, install identified energy reduction measures and evaluate effectiveness	Crew Supervisor	Program Asst			
Schedule and conduct energy education sessions and final inspection, obtain customer approval (signoff)	Admin Pool	Program Asst	Crew Member	Final Inspector	
Maintain files, complete data entries into database and submit financial reports	Admin Pool	Program Asst			
Provide continuous training for staff and contractors on the technical aspects of weatherization and health and safety	Program Director	Program Asst	Admin Pool		
Evaluate program effectiveness	Program Director	Program Asst	Admin Pool		

Last Updated: 12/2/2025

03225
5/10

**LIHEAP WEATHERIZATION ASSISTANCE PROGRAM
SUBGRANTEE ONE YEAR WORK PRODUCTION SCHEDULE**

Attachment C

SECTION V. COUNTY GOALS

(1) Weatherization Service Provider: Cabarrus County Planning Services

(2) Project Name: North Carolina DOE Weatherization Assistance Program

(3) One-Year Objective:

Weatherize, in accordance with state requirements, 7 units occupied by individuals and families who meet the prescribed eligibility requirements, in the following counties by 6/30/2026 (include # units per county)

COUNTY	UNITS
Cabarrus County	7

COUNTY	UNITS

This production schedule should be considered carefully. Please consider holidays and local weather when planning production.

JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
0			1	1		1	1	1	1	1	

[illegible]

Page 120

Certificate of Completion

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 Subject: Complete with Docusign: Amendment 1 to the WAP contract.
 Source Envelope:
 Document Pages: 59
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 Leroy Kodak
 217 W. Jones Street
 Raleigh, NC 27603
 leroy.kodak@deq.nc.gov
 IP Address: 149.168.204.10

Record Tracking

Status: Original 12/18/2025 02:28 PM	Holder: Leroy Kodak leroy.kodak@deq.nc.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: North Carolina Department of Environmental Quality	Location: Docusign

Signer Events

Jim Howden
 jimhowden@cabarruscounty.us
 Finance Director
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 12/19/2025 | 09:59 AM
 ID: 180442a2-bf5b-43dd-a855-6991d340e982

Kelly Sifford
 KFSifford@cabarruscounty.us
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Julie Woosley
 julie.woosley@deq.nc.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 12/19/2025 | 10:25 AM
 ID: 1cfa8f0-81f9-4924-a4cb-cf02cb802ff9

Signature

Timestamp

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 Viewed: 12/19/2025 | 09:59 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Sheila Knight sheila.knight@deq.nc.gov SEO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/17/2024 05:56 PM ID: 847f1a57-e8ad-4836-bac3-d54533cdd0af	COPIED	Sent: 12/18/2025 02:45 PM Viewed: 12/18/2025 03:02 PM
Susie Morris samorris@cabarruscounty.us Susie Morris, Planning & Development Director Cabarrus County Government Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/18/2025 10:48 PM ID: 4a9b03e4-65fe-45ed-807c-0d66d30b69aa	COPIED	Sent: 12/18/2025 02:45 PM Resent: 12/19/2025 07:43 AM Viewed: 12/19/2025 10:56 AM
Leroy Kodak leroy.kodak@deq.nc.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Melanie Stolp melanie.stolp@deq.nc.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/18/2025 12:01 PM ID: c43708ff-d8b3-4f97-b450-31d2135322e5		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	12/19/2025 07:43 AM
Envelope Updated	Security Checked	12/19/2025 07:43 AM
Envelope Updated	Security Checked	12/19/2025 07:43 AM
Envelope Updated	Security Checked	12/19/2025 07:43 AM
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Envelope Updated	Security Checked	12/19/2025 07:43 AM
Envelope Updated	Security Checked	12/19/2025 07:43 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact North Carolina Department of Environmental Quality:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: susan.penman@ncdenr.gov

To advise North Carolina Department of Environmental Quality of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at susan.penman@ncdenr.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to susan.penman@ncdenr.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to susan.penman@ncdenr.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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Budget Revision/Amendment Request

Date: **01/05/2026**

Amount:

Dept. Head: **Susie Morris**

Department: **Community Development**

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

BUDGET AMENDMENT TO ACCEPT 25-26 DOE CONTRACT FUNDING AND TO ADJUST BUDGET AS NEEDED TO REFLECT CURRENT PROGRAM FUNDING FOR THE FY. ADJUST CURRENT LINE ITEM EXPENSES FROM \$117,000 TO \$106,130 (A DECREASE OF \$10,870.00) AND ADJUST THE UP TO REIMBURSEMENT/REVENUE ACCOUNT FOR DOE FROM \$118,000 TO \$106,130.00 (A DECREASE OF \$11,870.00).

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	3250-931501-DOE	Health & Safety	15,210.00		680.00	14,530.00
001	9	3250-9346 -DOE	Fuel	1,000.00		-	1,000.00
001	9	3250-9493 -DOE	Operations	74,655.00		6,380.00	68,275.00
001	9	3250-949302-DOE	Operations-DOE Readiness Funds	12,545.00		2,245.00	10,300.00
001	9	3250-9520 -DOE	Autos & Trucks Maintenance	460.00		-	460.00
001	9	3250-9610 -DOE	Travel and Education	10,530.00		1,565.00	8,965.00
001	9	3250-9644 -DOE	Insurance	2,600.00		-	2,600.00
			TOTAL EXPENSE ADJUSTMENTS	117,000.00		10,870.00	106,130.00
001	6	3250-6227 -DOE	Weatherization Program Grant Reimbursement Account	118,000.00		11,870.00	106,130.00
			TOTAL REVENUE ADJUSTMENTS	118,000.00		11,870.00	106,130.00

Budget Officer

Manager

Board of Commissioners

☐ Approved

☐ Denied

☐

Approved

☐

Denied

☐

Approved

☐

Denied

Signature

Signature

Date

Signature

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Cooperative Extension- Poultry Equipment Rental

BRIEF SUMMARY:

Cooperative Extension staff will provide information regarding a potential Poultry Equipment Rental Policy.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Tracy LeCompte, Cooperative County Extension Director
Sarah Newman, Cooperative County Extension Agent

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Poultry Equipment Rental - Instructions Draft

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

Contact: Sarah Newman

Phone: 704-920-3310

Email: sarah_newman@ncsu.edu

Booking: go.ncsu.edu/cabcpoultryprocessing

Purpose

This unit is designed for small-scale poultry processing (30 birds or fewer per day). It provides the essential equipment needed for safe, efficient, and sanitary on-farm or backyard processing.

Transportation Requirements

- You will need a **large SUV, pickup truck, or trailer** to safely transport all equipment.
- Equipment includes large, heavy, and bulky items such as the **scalders, plucker, and tables**.
- All items must be **secured properly** during transport to prevent shifting or damage.
- It is the renter's responsibility to ensure the vehicle is **clean, safe, and appropriate for hauling equipment**.
- **Do not overload** your vehicle or stack equipment unsafely.
- Equipment should be **covered or protected** from weather during transport, especially electrical items.

Poultry Processing Video:

<https://cefs.ncsu.edu/resources/pastured-poultry-production-processing/>

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

General Setup Guidelines

Before beginning, read all safety and use instructions thoroughly.

1. Location

- Set up on **flat, level ground** to prevent tipping or uneven operation.
- Choose an **outdoor, well-ventilated area** with access to running water and electricity.
- Keep setup **away from children, pets, and bystanders**.
- Ensure the processing area is **not near wells, streams, or food preparation areas** to prevent contamination.
- Avoid working under trees or overhead hazards.

2. Weather Considerations

- Do not use equipment during **rain, lightning, or extreme wind**.
- Protect electrical cords and outlets from water exposure.
- Use **shade or tenting** only if it does not trap steam or obstruct ventilation.

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

3. Electrical Setup

- Use a **heavy-duty extension cord** rated for outdoor use (for plucker).
- Keep all cords **off the ground and away from water**.
- Plug into a **GFCI-protected outlet**.
- Do not overload circuits or use damaged cords.

4. Propane Setup (Scalder)

- Connect to a **standard grill-size propane tank** using approved fittings.
- Check for **leaks with soapy water** before lighting. Never check with an open flame.
- Place propane tank **at least 3 feet away** from the scalder and heat sources.
- Do not operate in enclosed spaces.
- Always have a **fire extinguisher** within reach.

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

Included Equipment

- 4 Large Poultry Cones
- 4 Small Poultry Cones
- Kill Cone Stand
- 6 Buckets
- Scalding
- Plucker
- 2 Processing Tables
- Hot Gloves
- Hoses

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

Setup and Use Instructions

1. Killing Cones

- Assemble the cone stand securely on **level, stable ground**.
- Attach cones firmly — ensure they do not wobble or slide.
- Place a **bucket directly beneath each cone** to collect blood.
- Insert birds **head first, breast out** for bleeding.
- **Do not overcrowd** or leave birds unattended in cones.
- **Tip:** Spray cones, buckets, and stand with a light coat of **mineral oil** before use for easier cleanup.

2. Scalding

- Position the scalding on a **non-flammable, level surface** away from structures.
- Fill with clean water and heat to **approximately 145°F (63°C)**.
- Heating may take up to **2 hours** — begin setup early.
- Use a thermometer to monitor temperature; **do not overheat** (risk of scalding injuries or overcooking birds).
- Submerge birds for **30–60 seconds** or until feathers loosen easily. **Check readiness** by pulling a flight feather — if it releases easily, proceed to plucking.
- **Never leave the scalding unattended** while heating.
- Keep hands, sleeves, and cords clear of open flame.

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

3. Plucker

- Place on **stable, flat ground** near a hose connection.
- Connect to power using an outdoor-rated cord.
- **Check the drum** before use for debris or standing water.
- Place up to **2–3 scalded birds** in the drum at a time.
- Run for **20–30 seconds** until feathers are removed.
- **Rinse continuously** with water during operation to prevent buildup.
- Turn off power before removing birds or reaching inside the drum.
- Never operate the plucker without supervision.

4. Processing Tables

- Place tables in a **well-lit, level area** near a hose or rinse station.
- **Sanitize** tables before and after use using a **bleach solution or disinfectant spray**.
- Use for **evisceration, trimming, and packaging** only.
- Keep raw and cleaned carcasses separated to prevent cross-contamination.
- Always wear **gloves** and **closed-toe shoes** while processing.

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

5. Buckets, Hoses, and Gloves

- Designate separate buckets for **blood, offal, feathers, and clean water**.
- Use hoses to rinse birds, tools, and equipment frequently.
- Hot gloves should be worn when handling scalded birds or hot metal surfaces.
- Keep hoses out of walkways to avoid tripping hazards.

Sanitation and Cleanup

- Rinse all equipment with water immediately after use.
- Use **soap and disinfectant** on tables, cones, buckets, and plucker drum.
- Drain, rinse, and dry the scalding thoroughly before storage.
- Coil hoses neatly and ensure they are free from water.
- Return all equipment **dry and free from organic matter**.
- Unclean or damaged returns will incur a **\$100 cleaning/damage fee**.

Waste Disposal

- Collect feathers, offal, and blood for **proper disposal or composting**.
- Do not pour waste into drains, creeks, or public systems.
- Keep waste containers covered to deter pests and odors.

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

Safety Reminders

- Wear **protective clothing, gloves, and closed-toe footwear** at all times.
- Keep knives **sharp** but handle with care; cut away from the body.
- **No alcohol, smoking, or open flames** in the processing area.
- Keep **children and animals** away from all equipment.
- Never leave heated or powered equipment unattended.
- Report **damaged cords, leaks, or broken parts** immediately.
- Always allow equipment to **cool completely** before cleaning or transport.
- Have a **first-aid kit and fire extinguisher** readily accessible.

Liability Notice

By renting and operating this poultry processing unit, the renter acknowledges and accepts full responsibility for:

- Proper setup, safe use, and return of all equipment.
- Any injuries, damages, or losses that occur during use.
- Replacement costs for missing or damaged items.

Cabarrus County Cooperative Extension assumes **no liability** for accidents, injuries, or property damage resulting from use or misuse of the equipment.

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

Cleaning: Do's and Don'ts

To ensure equipment is safe, sanitary, and ready for the next user, all items **must be fully cleaned and dried** before return. Equipment that does not meet the cleanliness standards below will result in a **\$100 cleaning fee** charged at check-in, due immediately.

General Standard of Cleanliness

Returned equipment must appear **visibly clean, dry, odor-free, and free of all organic matter** (blood, feathers, dirt, fat, grease, or residue). If a white paper towel or gloved finger wiped across any surface shows **visible residue**, the equipment is **not considered clean**.

DO: Proper Cleaning Procedures

- **Clean immediately after use** — do not allow blood or residue to dry on surfaces.
- **Rinse thoroughly with water** to remove all loose debris before scrubbing.
- **Use hot, soapy water** (dish soap) on all equipment surfaces.
- **Scrub all parts** of the cones, scalders, plucker drum, tables, buckets, and hoses — including undersides, corners, hinges, handles, and edges.
- **Rinse off all soap residue** completely after scrubbing.
- **Sanitize surfaces** using a bleach or approved disinfectant solution.
 - Standard: 1 tablespoon of bleach per gallon of water (or follow product label).
 - Allow surfaces to remain wet for at least 2 minutes before rinsing or air drying.
- **Drain and wipe dry** all equipment — especially the scalders, plucker, and buckets.
- **Coil hoses neatly** and drain all standing water.

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

- **Allow everything to dry completely** before packing or loading.
- **Inspect your own work** — if any residue, smell, or buildup remains, re-clean before returning.

DON'T: Improper Cleaning or Negligent Practices

- Do **not** return equipment with **any visible residue, stains, feathers, blood, or fat**.
- Do **not** “hose off” only — rinsing alone does **not** meet cleanliness standards.
- Do **not** use pressure washers directly on electrical components or inside motors.
- Do **not** leave water, soap, or debris inside the **plucker drum or scalders**.
- Do **not** submerge electrical cords or motorized components in water.
- Do **not** use harsh chemicals (like oven cleaner or degreaser) that can damage surfaces.
- Do **not** pack wet or damp equipment — mold and rust can develop quickly.
- Do **not** return equipment with **odors or sticky residue**.
- Do **not** mix cleaned and dirty equipment in the same container or bin.
- Do **not** rely on rain, hose spray, or sunlight as a cleaning method.

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

Item-Specific Cleaning Standards

Kill Cones and Stand

- Must be completely free of feathers, blood, or residue.
- No visible stains or drips.
- The stand must be rinsed, scrubbed, and wiped clean.

Scalder

- Drain all water completely.
- Scrub the interior with hot, soapy water and rinse thoroughly.
- Wipe inside and outside dry.
- Remove any debris from the heating element area.

Plucker

- Empty all feathers and rinse the drum thoroughly.
- Scrub drum walls and rubber fingers to remove residue.
- Drain and dry completely.
- Wipe exterior — no streaks or grease spots.

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

Tables

- Scrub the entire surface, including sides and undersides.
- Sanitize and dry — **no sticky or greasy feel.**

Buckets & Hoses

- Rinse and scrub until water runs clear.
- No odor, film, or organic residue.
- Hoses must be drained and coiled neatly.

Gloves & Accessories

- Rinse and wash with soap and water.
- Dry completely before returning.

Final Inspection Standard

At check-in, Extension staff will:

- Inspect **each item individually** for visible cleanliness and dryness.
- Run a gloved finger or white cloth over surfaces to confirm no residue remains.
- Verify that no strong odors, stains, or buildup are present.

If any single piece fails inspection, the renter will be charged the **\$100 cleaning fee** and may be asked to re-clean items.

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

Check-Out Procedures

Equipment pickup is available after 12:00 PM (noon) on the first day of your reservation. At check-out, a Cooperative Extension representative will review the equipment inventory with you to ensure all items are present and in good working condition. The renter will sign the user agreement acknowledging receipt of the equipment and acceptance of responsibility for its care, proper use, and timely return. It is the renter's responsibility to securely load and transport all items using an appropriate vehicle (large SUV, pickup truck, or trailer). Any pre-existing damage or missing parts should be reported before departure, as the renter will be held accountable for the condition of all equipment once it leaves the premises.

Check-In Procedures

All equipment must be returned before 12:00 PM (noon) on the final day of your reservation. Upon return, a Cooperative Extension representative will inspect each piece of equipment for cleanliness, damage, and completeness. If any items are found to be dirty, damaged, or missing, the appropriate cleaning fee or replacement cost will be charged at that time, and the renter will be responsible for immediate payment. Once the inspection is completed and all items are accounted for, the representative will sign off on the user agreement confirming that the equipment has been properly returned and the rental period is closed.

Contact Information

Sarah Newman

Phone: 704-920-3317 or 704-838-6800

Email: sarah_newman@ncsu.edu

Tracy LeCompte

Phone: 704-920-3319 or

Email: tracy_lecompte@ncsu.edu

Images

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension



Proposed Fee Schedule

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

Poultry Processing Equipment Rental

- **Base Rental Fee:**
\$50 minimum for a three-day rental period
- **Rental Period:**
Three consecutive days to allow adequate time for setup, processing, and cleaning.
- **Additional Fees (if applicable):**
 - **\$100 cleaning fee** for equipment returned unclean or not meeting sanitation standards
 - **Replacement or repair costs** for damaged or missing equipment

Fees are intended to support equipment maintenance, staff time for inspections, and program sustainability.

Eligibility and Training Requirements

To ensure safe, legal, and responsible use of County-owned equipment, all renters must meet the following requirements:

Eligibility

- Must be a **Cabarrus County resident**
- Must be **18 years of age or older**
Must agree to comply with all program policies and safety standards

Required Training

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

- Must **successfully complete a poultry processing training class** hosted by **Cabarrus County Cooperative Extension**
- Training will cover:
 - Humane handling and processing
 - Food safety and sanitation
 - Proper equipment setup, use, and cleaning
 - Local and state regulatory considerations

Documentation & Agreements

- Must complete and sign all required documentation, including:
 - Rental application
 - User agreement and liability acknowledgment
 - Equipment checkout and return forms

Compliance with Local Regulations

- Renters must comply with **all municipal, county, and state regulations**
- **No poultry processing is permitted within the City of Concord city limits**, regardless of equipment rental
It is the renter's responsibility to verify and comply with local ordinances in their jurisdiction

Things to be Addressed

- Eligibility and Training Requirements

Poultry Equipment Rental – Instructions Draft

Cabarrus County Cooperative Extension

- Proposed Fee Schedule
 - Rental Fee
 - Cleaning Fee
 - Payment for repairs or replacements
- Compliance with municipal, county, and state regulations
- Safety Considerations
- Liability and Legal Considerations
- Optics
- Other Considerations from BOC

To ensure both Safety and Legal Considerations are met, collaboration with County Attorney Doug Hall and Risk and Safety Director, Jon Bradley will be completed prior to approval at the February Meeting.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

County Manager - Consideration for Support of Coalition Against Bigger Trucks (CABT)

BRIEF SUMMARY:

Cabarrus County was contacted by Elizabeth Bolstad Ridler who is the Regional Director of Coalition Against Bigger Trucks (CABT).

The Coalition Against Bigger Trucks (CABT) is a non-profit coalition of local government, law enforcement, public works, and Fire/EMS officials that opposes legislation to increase commercial truck size and weight on local streets and roads.

Congress is putting together a new infrastructure base bill this fall to fund roads and bridges around the country, Rep. McDowell (NC-1) serves on the House Transportation and Infrastructure Committee. There is a chance H.R. 3372, which would create a so-called "pilot project," would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on its interstates could be added to this bill.

CABT's "ask" is for our Board of Commissioners send letters, adopt a resolution, or make a call to Congressman McDowell (NC-6).

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Assistant County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ CABT Provided Statistics
- ▣ Template Resolution

Cabarrus County Board of County Commissioners:

The Coalition Against Bigger Trucks (CABT) is a non-profit coalition of local government, law enforcement, public works, and Fire/EMS officials that opposes legislation to increase commercial truck size and weight on local streets and roads. CABT is asking for the Cabarrus board of County Commissioners to vote on a resolution in opposition to any increases in truck size and weight. A template resolution has been provided that any changes can be made to.

Lee County has passed a resolution, and an op-ed was published in September in opposition as well as the North Carolina APWA chapter. The Forsyth County Board of County Commissioners will be voting on sending in a resolution on Thursday, November 20th and if passed the Chairman will also be submitting an op-ed. The National Association of Counties (NACo) as well as many other national associations has been opposed to any increases or a number of years.

Congress is putting together a new infrastructure base bill to fund roads and bridges around the country which will be marked up in early January 2026, and Rep. McDowell (NC-6) serves on the House Transportation and Infrastructure Committee. There is a chance H.R. 3372, which would create a so-called "pilot project," would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds (for up to 10 years) on its interstates could be added to this bill.

Below are a few NC state stats to consider when it comes to bigger tractor-trailers. We appreciate the boards consideration.

North Carolina State Stats

Bridge Conditions

Of the 19,210 bridges in North Carolina, there are 10,789 bridges that are in fair/poor condition – that is over 56% of bridges statewide (FHWA).

Crash Stats

There were 5,963 large-truck crashes in North Carolina in 2023 (FMCSA) – unfortunately, 192 people lost their lives in those crashes (NHTSA). From 2013 to 2023, the year with the most recently available data, truck crash fatalities rose by 38% in North Carolina.

In 2023, 3,745 people were injured in large truck crashes in North Carolina (FMCSA).

Bridge Study

CABT conducted a study evaluating the number of local bridges that would be put at risk by 91,000-pound trucks using inspection data for local bridges in each state. For North Carolina, we found 1,277 local bridges would be at risk of needing replacement with a total cost of \$749,125,049.

ON OPPOSING TRUCK SIZE OR WEIGHT INCREASES

WHEREAS, Cabarrus County is committed to the safety of our roads and the integrity of our infrastructure; and

WHEREAS, in previous sessions of Congress, there has been a push to allow significantly heavier truck weights, including a permanent increase to 97,000 pounds, a proposed nationwide “pilot project” to allow 91,000 pounds, and a permanent increase for auto-carrier trucks to 88,000 pounds. The current Interstate weight limit is 80,000 pounds; and

WHEREAS, in previous sessions of Congress, there has been a push to allow longer double-trailer trucks at 91 feet in length, called “Double 33s, which are 10 feet longer than today’s twin-trailers and 17 feet longer than standard single-trailer trucks; and

WHEREAS, allowing heavier or longer trucks on the National Highway System would threaten the safety of the traveling public because heavier and longer trucks would be more difficult to control, increase wear and tear on truck safety systems such as brakes, steering and tires, and increase crash severity; and

WHEREAS, there were 5,963 large-truck crashes in North Carolina in 2023 (FMCSA) – including 192 fatalities, a 38% increase in fatalities compared to the previous year (NHTSA); and

WHEREAS, of the 19,210 bridges throughout North Carolina, there are 10,789 bridges that are in fair/poor condition classified by the Federal Highway Administration – that is over 56 percent of bridges statewide (FHWA), and

WHEREAS, the National Association of Counties has long opposed sweeping federal truck size and weight increases due to the detrimental impact on infrastructure in municipalities and the uncompensated nature of such proposals; and

NOW, THEREFORE, BE IT RESOLVED, that Cabarrus County opposes any increases in truck size or weight at the federal or state levels and encourages our elected delegations to oppose related legislation.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

County Manager - Opioid Settlements Overview and Proposed Spending Authorization

BRIEF SUMMARY:

Brief overview of Cabarrus County opioid settlements background and initiatives and a proposed spending authorization to extend funding for specific services.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the resolution.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Aalece Pugh, Assistant County Manager

Virginia Fagg, Opioid Settlements Program Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ OSF Overview
- ▢ OSF Attachment related to Spending Authorization Request
- ▢ Proposed Spending Authorization - Resolution



Cabarrus County

Opioid Settlement Funds

Aalece Pugh
**Assistant County Manager & Human
Services Director**

Virginia Fagg
Opioid Settlement Program Manager

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Opioid Settlement Funds Overview

NC OPIOID SETTLEMENTS: CABARRUS COUNTY

Various settlements with distributors and manufacturers of opioid prescription medications

- 15% to State: General Assembly will have authority to appropriate on a wide range of strategies to address the epidemic
- 80% to Local Governments: Went to all 100 counties and 17 municipalities (population over 75,000; and those in litigation), allocated according to a formula developed by attorneys representing local governments in national litigation

Statewide, funds were allocated proportionally based on where opioid crisis was most severe

- Through FY25, we've received roughly \$6.8M
- Amounts vary by year (front-loaded)

**Cabarrus: \$22,715,253
between 2022 & 2038**



PROJECT OVERVIEW

PROJECT OVERVIEW

- » Cabarrus County had been hard hit by the opioid pandemic, outpacing North Carolina in overdose death and Emergency Department admissions.
- » Funding can be used in a variety of different ways to support prevention, treatment, and recovery.
- » To inform the use of this funding, Cabarrus County elected to launch a strategic planning process with the support of Health Management Associates. The process ensured that residents, stakeholders, individuals with lived experience, and community partners had the opportunity to provide input.
- » 2024: Estimated overdose death rate in Cabarrus was 18.9 out of 100,000 residents representing (projected) 46 people who died of an overdose.
 - » -26% change from the prior year
 - » promising trend underscores the importance of ongoing investments in overdose prevention and support for people with opioid use disorder in Cabarrus County

MEMORANDUM OF AGREEMENT OPTIONS

The North Carolina Memorandum of Agreement (MOA) that governs the utilization of opioid settlement funds includes two options for local governments:

MOA A: Through Option A, a local government may fund one or more strategies from a shorter list of evidence-based, high-impact strategies to address the epidemic. Under Option A, counties have access to 12 strategies to support programs and services that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health conditions.

MOA B: Through Option B, a local government may fund one or more strategies from a longer list of strategies after engaging in collaborative strategic planning. Under Option B, counties have access to a wider array of strategies.

Cabarrus County's collaborative strategic planning process provides access to all potential strategies identified in MOA A as well as the broader list of strategies in MOA B.

TIMELINE (2023 – 2024)

December '23

January '24

February '24

March '24

April '24

May '24

June '24

Core Planning Team – The Core Team met throughout the process to support PM activities and meeting preparation

Community
Response Team
Meeting 1
(1/25)

Community
Response Team
Meeting 2
(3/20)

Community
Response Team
Meeting 3
(4/4)

Community
Response Team
Meeting 4
(5/8)



**BoC Approved
Strategic Plan**

Data Gathering & Stakeholder Engagement

Focus Groups/
Interviews

Community
Surveys

Data Collection &
Review

Stakeholder Examples:

- Individuals w/ lived experience
- Local City/County Officials
- Advisory Boards
- Healthcare providers
- Social services providers
- Education and employment service providers
- Payers and funders
- Law Enforcement and Justice
- Business community
- Community groups and community members
- Stakeholders reflecting diversity of community

Data Gathering & Stakeholder Engagement

**Analysis & Recommendation
Development**

Strategic Plan Development

STAKEHOLDER ENGAGEMENT

STAKEHOLDER ENGAGEMENT

To inform the strategic planning process, HMA conducted focus groups or interviews with the following organizations, groups, and taskforces.

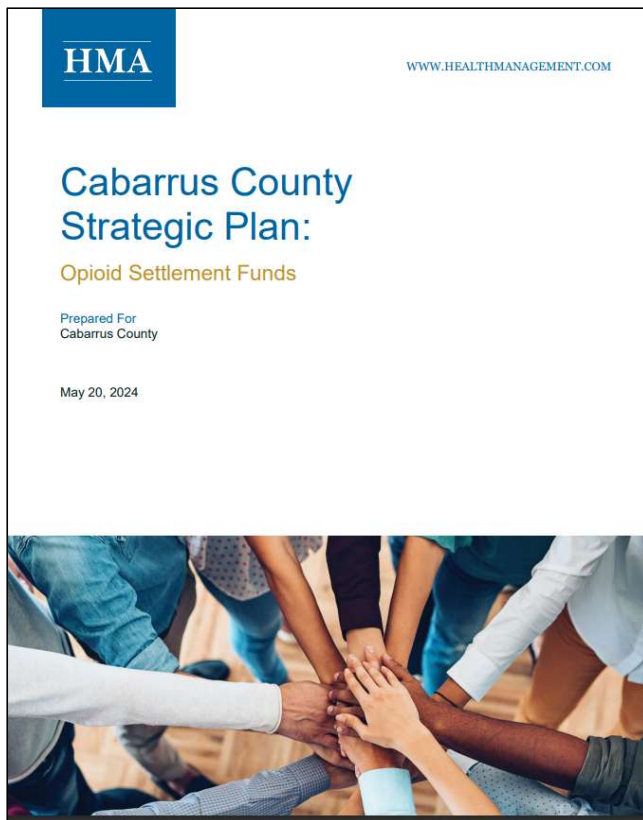
- » AYA House
- » City of Concord
- » Daymark Clients – Lived Experience
- » Early Childhood Taskforce
- » Faith-Based and Housing Representatives
- » Healthcare Representatives
- » Jail Detainees – Lived Experience
- » Juvenile Crime Prevention Council
- » Latino Community Leaders
- » MAT Community Paramedicine
- » MAT in Detention Team
- » Mental Health Advisory Board
- » Monarch Behavioral Health
- » RISE Clinic Participants – Lived Experience
- » School Representatives
- » SUN Clinic Participants – Lived Experience

STAKEHOLDER ENGAGEMENT; KEY TAKEAWAYS

While the full results of the findings can be found in the strategic plan document and the Addendum at the end of this slide deck, below is a summary of several key takeaways gleaned by the CRT.

1. The County already has several projects in development that address some of the needs identified (e.g., the MAT in Detention/MAT Community Paramedicine Programs and the Behavioral Health Urgent Care)
2. A strong network of local providers is working in this space
3. There is a need to support better navigation to and from services and engage peers in the treatment and recovery process
4. There is a need to educate the community—youth in particular—about the dangers of opioid use and the supports that are available
5. Medication Assisted Treatment (MAT) is crucial, especially for higher-risk populations (e.g., pregnant persons, jail detainees, low-income individuals)
6. While housing is a major need, the County is not well-positioned to expand availability with the limited opioid settlement funds available

STRATEGIC PLAN



The strategic plan includes information on the impacts of the opioid crisis, the strategic planning process, stakeholder engagement findings, prioritized strategies, and guidance for implementing the plan.

For each prioritized strategy, the plan also includes selected sub-strategies and examples of allowable activities and indicators.

The full strategic plan can be found [here](#).

PRIORITIZED STRATEGIES & FUNDED PARTNERS

CONSIDERATIONS FOR FUNDING

Funds are intended to supplement not supplant existing programs

Strong focus on evidence-based programs

Prioritizing long-term investments

Foster collaboration and coordination

Addressing root causes of funding

CURRENT FUNDED STRATEGIES

Strategy	Partners Funded
Strategic Planning	HMA; Opioid Settlement Program Manager; Training
Recovery Support Services	Cabarrus Health Alliance Southeastern Recovery Center Adult and Teen Challenge of Sandhills Bridge to Recovery
Evidence-based Addiction Treatment	Cabarrus Health Alliance
Early Intervention	Cabarrus County Schools
Addiction treatment for incarcerated persons	Detention Center/Southern Health Partners

CURRENT FUNDED STRATEGIES

Strategy	Partners Funded
Re-Entry Programs	TBD
Connect People Who Need Help to the Help They Need	Stephen M. Morris Behavioral Health Center (won't go live till June 2026; expires in June 2028)
Address the Needs of Pregnant or Parenting Women	Sun Clinic/Cabarrus Health Alliance
Recovery Housing Support	Southeastern Recovery Center
Prevent Misuse of Opioids	Marketing Campaign
First Responders	Therapy Dog Training (EMS)

NEXT STEPS: 2026

COLLABORATIVE STRATEGIC PLANNING – PHASE II

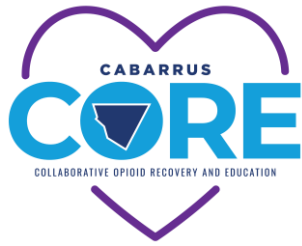
- **Initiate New CSP Process**
- **Roughly ½ of funding yet to be allocated to specific strategies**





QUESTIONS?

CONTACT INFORMATION:
OSF@CABARRUSCOUNTY.US



Cabarrus CORE Background:

Cabarrus County is set to receive approximately **\$23 million** from national opioid settlements over 18 years, ending in **2038**. These funds are managed through the new **Cabarrus CORE (Collaborative Opioid Recovery and Education) initiative** and are specifically allocated for evidence-based treatment, prevention, education, and recovery support services. Cabarrus CORE is a local collaboration of community leaders focused on connecting people to the programs and resources that they need; it's a compliment initiative to NC-CORE and is driven by the NC Opioid Settlement Funds.

Cabarrus CORE Focus & Commitments are:

Transparent and accountable use of Opioid Settlement Funds

Ensuring that the money is spent on evidence-based strategies to combat the opioid crisis and directly benefits CabCo communities and individuals impacted by opioid addiction.

Providing Resources & Support

Through community collaboration, our aim is offering comprehensive support, tools, guidance, and data to help CabCo residents, providers, and stakeholders make the most effective use of the funds that positively impact those in need and their loved ones.

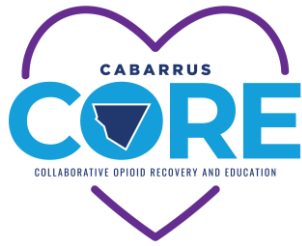
- ❖ Cabarrus County currently provides funding for several initiatives, including the Collaborative Strategic Plan (Strategy 1) and Recovery Support Services (Strategy 3). With the board's approval, we would like to continue to provide these services and build on the programs and services currently available to the community by extending funding for the following projects:

Collaborative Strategic Plan (Strategy 1):

Cabarrus CORE: The Opioid Settlement Project Manager supports collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation of services, and any other activities within the scope of opioid settlement funds. Funding will be used to provide training and education to program manager, finance team, opioid academy team members, and county employees. It will also be used to facilitate an annual Opioid Settlement CORE Community Event to provide transparency for funding uses and a space for the community at large to ask questions and meet the organizations who receive opioid settlement funds.

Recovery Support Services (Strategy 3):

Cabarrus Health Alliance Certified Peer Support Specialist (CPSS): A certified peer support specialist position was created to provide support to individuals with opioid use disorder (OUD). Services include individual case management, social work services, and leading sober living/transitional housing meetings. CPSS also provide referrals to treatment and housing: Specialists facilitate referrals to substance use treatment, detox centers,



employment resources, and housing options. Individuals in recovery also receive employment-related assistance, such as resume review, job search guidance, and interview coaching.

Adult & Teen Challenge of Sandhills: This highly structured, 24/7 supervised residential program facilitates lasting change by combining group and individual counseling with licensed professionals and life coaches. Services during the three-month program in Kannapolis focus on reinforcing the recovery foundation and include character development, addressing the dynamics of personal growth and navigating difficult life experiences. Practical application is emphasized through required community service and outreach projects in the community, helping clients build healthy new routines and life patterns.

Bridge to Recovery: A 30-day program for adult men and women, with options for shorter or longer stays depending on individual needs. The program addresses the individual's mind, body, and spirit through a combination of professional clinical practices and a spiritual focus that includes Bible study and pastoral counseling. The program includes individual and group counseling, 12-Step education, peer support, and daily AA or NA meetings. The cost for the 30-day program is approximately \$3,500, which includes housing, meals, and most transportation, making it a low-cost option and does not require insurance. Free family intervention services are available to help families access quality treatment for their loved ones. These are provided at no cost by the executive director, Dr. Lew Davis, a Licensed Clinical Addiction Specialist.

Southeastern Recovery Center: This program provides comprehensive outpatient care for individuals with dependency on drugs, alcohol, opioids, or chemical substances, as well as co-occurring mental health conditions. Services are evidence-based and include housing while in treatment (if needed), medication assisted treatment, individual and group therapy, family counseling and education, day treatment and intensive outpatient programs for both men and women. The center accepts most major insurance plans and settlement funds help provide treatment for those who might not otherwise have access to care.



**A RESOLUTION BY THE COUNTY OF CABARRUS
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Cabarrus County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA"), the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF"), and SAAF-2;

WHEREAS Cabarrus County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government's governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, SAAF, and SAAF-2, Cabarrus County authorizes the expenditure of opioid settlement funds as follows (of note, this resolution constitutes an amendment/revision, in part, to Resolution #2024-46 authorized on November 18, 2024.):

1. First strategy authorized

- a. Name of strategy: Collaborative Strategic Planning
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 1
- d. Additional amount authorized for this strategy: \$45,300.00
- e. Period of time during which expenditure may take place:
Start date: February 1, 2026 through End date: June 30, 2029
- f. Description of the program, project, or activity: Project Manager supports collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation of services, and any other activities within the scope of opioid settlement funds. Funding will be used to provide training and education to opioid settlement program manager, opioid settlement finance team, opioid academy team members, and county employees. It will also be used to facilitate an annual Opioid Settlement Community Event to provide transparency for



funding uses and a space for the community at large to ask questions and meet the organizations who receive opioid settlement funds.

g. Provider: Cabarrus County

2. Second authorized strategy

a. Name of strategy: Recovery Support Services

b. Strategy is included in Exhibit A

c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: 3

d. Additional amount authorized for this strategy: \$909,802.00

e. Period of time during which expenditure may take place:

Start date: February 1, 2026 through End date: June 30, 2027.

f. Description of the program, project, or activity: Fund evidence-based recovery support services, including peer support specialists or care navigators based in local health departments, social service offices, detention facilities, community-based organizations, or other settings that support people in treatment or recovery, or people who use drugs, in accessing addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

g. Provider:

- Cabarrus Health Alliance
- Bridge to Recovery
- Adult & Teen Challenge of Sandhills
- Southeastern Recovery Center
- TBD Community Organizations

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is \$955,102.00

Revised and amended this the 20th day of January, 2026.

Laura Blackwell Lindsey, Chair
Cabarrus County Board of Commissioners

ATTEST:

Ariadne Olvera, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

County Manager - Resolution Establishing the Regional Behavioral Health Center Advisory Board

BRIEF SUMMARY:

Resolution establishing the regional behavioral health center advisory board.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Aalece Pugh, Assistant County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Resolution Establishing the Regional Behavioral Health Center Advisory Board



**A RESOLUTION ESTABLISHING THE
CABARRUS COUNTY REGIONAL BEHAVIORAL HEALTH CENTER ADVISORY BOARD**

WHEREAS, the Board of Commissioners desires to support a community-based center (the "Center") to house behavioral health operations for Cabarrus County citizens and residents from surrounding communities; and

WHEREAS, the agreement between the County and the Operator of the Center outlines the role of the County and the role of the Operator; and

WHEREAS, the Board of Commissioners wishes to establish an Advisory Board that is not involved in operations, but rather is responsible for general oversight and evaluation of success/performance metrics;

NOW THEREFORE BE IT RESOLVED the Cabarrus County Board of Commissioners hereby establishes the Cabarrus County Stephen M. Morris Behavioral Health Center Advisory Board, providing for an 11-member board, as outlined in the agreement, among its initial membership and awaiting approval of its bylaws at a later date.

Approved this 20th day of January, 2026.

Laura Lindsey, Chair
Cabarrus County Board of Commissioners

ATTEST:

Ariadne Olvera, Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

County Manager- Resolution for Maintenance of Stallings Road

BRIEF SUMMARY:

The Town of Harrisburg is requesting that the county adopt a resolution in support of the Town of Harrisburg assuming maintenance of Stallings Road in Harrisburg. NCDOT is requiring the resolution.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Interim County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Resolution
- ▢ Map



RESOLUTION IN FAVOR OF THE TOWN OF HARRISBURG SEEKING TO TAKE OVER
MAINTENANCE OF A PORTION OF SECONDARY ROAD 1161 (STALLINGS ROAD)
FROM NCDOT

WHEREAS, Secondary Road 1161 (Stallings Road) is currently maintained by NCDOT;

WHEREAS, the Town of Harrisburg desires to have NCDOT abandon approximately 1.2 miles of Stallings Road from the State maintained road system;

WHEREAS, the Town of Harrisburg agrees to add such abandon segment of Stallings Road to the Town's locally maintained street network; and

WHEREAS, NCDOT has advised the Town of Harrisburg that it needs a resolution from the Board of Commissioners of Cabarrus County supporting such action by NCDOT and the Town of Harrisburg and waiving any rights Cabarrus County may have to object or otherwise comment on such action.

NOW, THEREFORE, BE IT RESOLVED that the Cabarrus County Board of Commissioners supports the request of the Town of Harrisburg to take over maintenance from NCDOT of a 1.2 mile section of Stallings Road (Secondary Road 1161) from the eastern edge of the public right of way of Harrisburg Veterans Road at the intersection of Harrisburg Veterans Road and Stallings Road and ending at the eastern edge of the public right of way of Cotton Street at the intersection of Cotton Street and Stallings Road and Cabarrus County waives any rights it may have to object or otherwise comment on such action under Chapter 136 or any other provision of the North Carolina General Statutes.

ADOPTED this ____ day of _____, 2026.

Laura Blackwell Lindsey, Chair
Cabarrus County Board of Commissioners

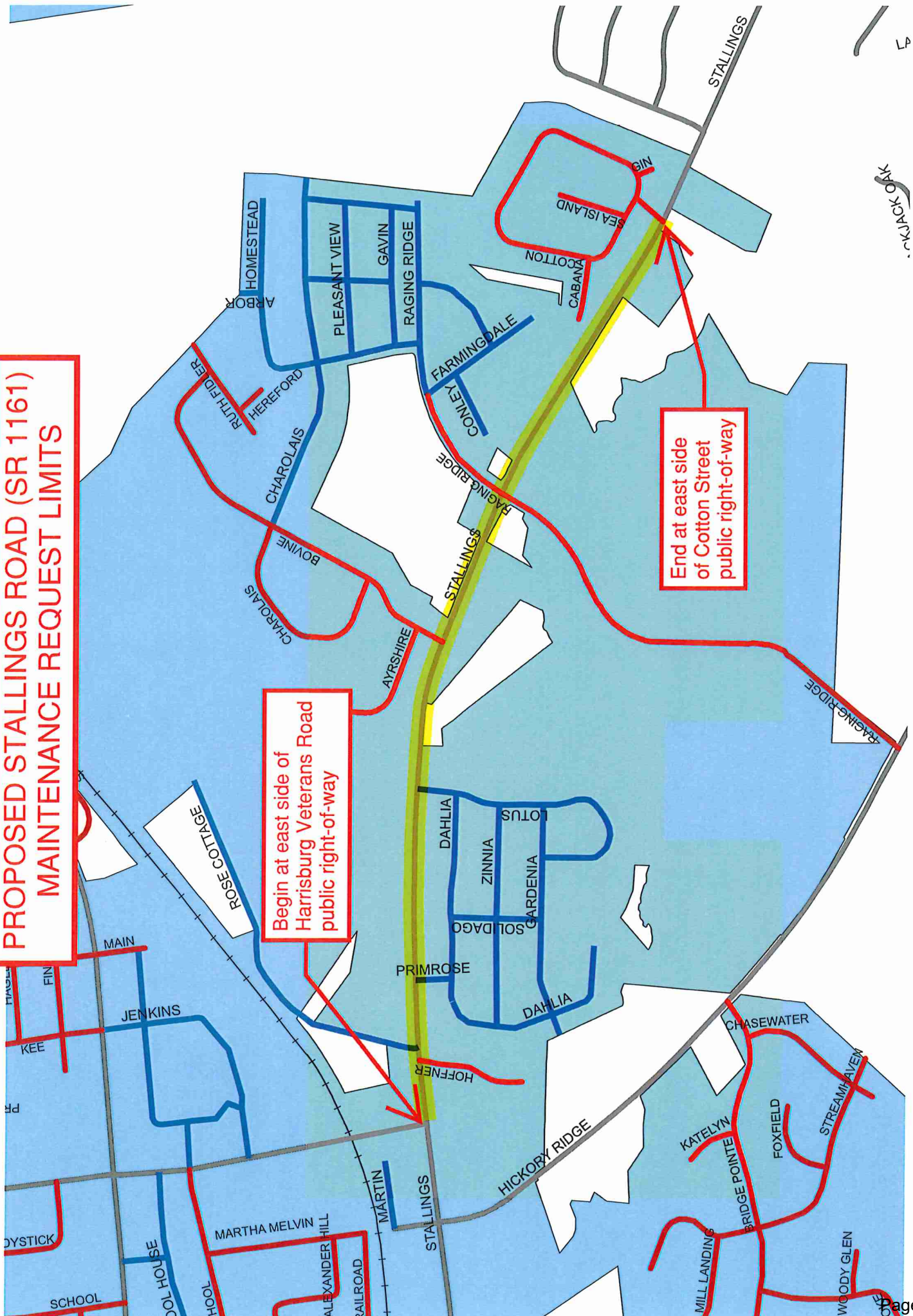
ATTEST:

Clerk to the Board

**PROPOSED STALLINGS ROAD (SR 1161)
MAINTENANCE REQUEST LIMITS**

Begin at east side of
Harrisburg Veterans Road
public right-of-way

End at east side
of Cotton Street
public right-of-way



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

DHS - Behavioral Health Center

BRIEF SUMMARY:

North Carolina Department of Health and Human Services (NC DHHS) has awarded \$2.5 million to Cabarrus County to help offset soft costs related to the planning and construction of the regional behavioral health center. The funding will support non-construction expenses such as design, project management, permitting, and other pre-development activities, helping reduce the local financial burden and advance the project toward completion. A budget amendment will be needed.

REQUESTED ACTION:

Recommended Motion to the Regular Meeting:

Motion to approve the budget amendment

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Aalece Pugh, Assistant County Manager / DHS Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment
- ▣ Soft Cost Tracker

Budget Revision/Amendment Request

Date: 1/20/2026

Amount: 2,500,000.00

Dept. Head: James Howden

Department: CIP

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

NC DHHS has awarded \$2.5 million to Cabarrus County help offset soft costs related to the planning and construction of the regional behavioral health center. The funding will support non-construction expenses such as design, project management, permitting, and other pre-development activities, helping reduce the local financial burden and advance the project toward completion.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	6	5310-6375-MENT	State Allocation	-	2,500,000.00		2,500,000.00
380	9	5310-9607-MENT	Architects / Engineers	-	2,500,000.00	-	2,500,000.00

Budget Officer

☐ Approved

☐ Denied

County Manager

☐ Approved

☐ Denied

Board of Commissioners

☐ Approved

☐ Denied

Signature

Signature

Signature

Date

Date

Date

Stephen M. Morris Behavioral Healthcare Center Soft Cost Tracker

Vendor	Contract/PO	Breif Description of Services Provided	Contract Value
Human Experience	20230045	Feasabilty study Traffic impact analysis Land and utility surveying Programing and design Civil, Structural, Plumbing, Mechanical, Electrical, Fire Protection engineering for the Milestone and ACN sites Construction administration services Furniture consulting services Medical and equipment consulting services Low voltage systems design Kitchen design Wayfinding signage design Plan review and permitting Commissioning Building envelope consulting Geotechnical evaluation Phase 1 ESA	\$2,713,268.00
Messer Construction	20240141	Construction Manager at Risk services Envelope consulting Constructability review Budgeting Scheduling Prequalification of subcontractors Bid solicitation Scope review with subcontractors Prepartation of GMP	\$629,424.00
CESI	20250264	Construction Materials Testing	\$117,490.00
CESI	2023026	Milestone adjacent property Phase 1 ESA report	\$2,150.00
CESI	2023025	Milestone adjacent property limited geotech	\$7,965.00
CESI	2022233	Geotech on Milestone Adjacent property	\$13,840.00

Total: \$3,484,137.00

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

DHS - Social Services - Transfer Furniture to Cabarrus Health Alliance

BRIEF SUMMARY:

Cabarrus County Social Services partnered with the Cabarrus Health Alliance to sublease space at The Dream Center in 2019 providing an additional location of service.

Cabarrus County Social Services has reviewed the service data and concluded the need for services at this location has decreased. Therefore, we will not be renewing our lease at the Dream Center. Cabarrus Health Alliance is expanding their services at the Dream Center and will be utilizing the area Cabarrus County Social Services is currently occupying.

After review of Cabarrus County facilities and furnishings, it has been determined the majority of furniture will be used within Cabarrus County facilities, however, there are some pieces from the Dream Center that are not needed.

Cabarrus Health Alliance has requested the remaining furniture which includes three (3) desks, filing drawers and four (4) cubicles with walls. The approximate estimated cost of these items is less than \$5,000.

Cabarrus County Social Services will continue to serve all clients at our Cannon and Milestone locations and in the future at Progress Place.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to surplus unneeded furniture and transfer items to Cabarrus Health Alliance

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Suzanne Moose, HHS Business Director

Thomas Mitchell, Deputy Economic Services Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Cubicles
- ▣ Furniture
- ▣ Forms



Cubicle 1



Cubicle 2



Cubicle 3



Cubicle 4



Cubicle Walls



Executive Desk 1



Executive Desk 2



Executive Desk with Hutch



Executive Desk Hutch



Executive Double Drawer



Cabarrus County Asset Transfer, Surplus, Demolition Form

Action:

Date:

Statute Action:

To purchase with a trade-in

Was this asset purchased with grant funds:

No

General Statute:

GS 160A-266C and GS 143-129-7

FROM	
Name	
Department	DSS
Asset Number	N/A
Serial Number	N/A
Description	Executive Desk 1

TO	
Name	
Department	CHA
Location	
Reason	

Is this a Vehicle? Yes	
Vehicle ID #	
Year	
Mileage	
Tag #	
Effective Date	

IAM Director:	Date:
Chief Procurement Officer:	Date:
Deputy County Manager:	Date:



Cabarrus County Asset Transfer, Surplus, Demolition Form

Action:

Date:

Statute Action:

To purchase with a trade-in

Was this asset purchased with grant funds:

No

General Statute:

GS 160A-266C and GS 143-129-7

FROM	
Name	
Department	DSS
Asset Number	N/A
Serial Number	N/A
Description	Executive Desk 2

TO	
Name	
Department	CHA
Location	
Reason	

Is this a Vehicle? Yes	
Vehicle ID #	
Year	
Mileage	
Tag #	
Effective Date	

IAM Director:	Date:
Chief Procurement Officer:	Date:
Deputy County Manager:	Date:



Cabarrus County Asset Transfer, Surplus, Demolition Form

Action:

Date:

Statute Action:

To purchase with a trade-in

Was this asset purchased with grant funds:

No

General Statute:

GS 160A-266C and GS 143-129-7

FROM	
Name	
Department	DSS
Asset Number	N/A
Serial Number	N/A
Description	Executive Desk with Hutch

TO	
Name	
Department	CHA
Location	
Reason	

Is this a Vehicle? Yes	
Vehicle ID #	
Year	
Mileage	
Tag #	
Effective Date	

IAM Director:	Date:
Chief Procurement Officer:	Date:
Deputy County Manager:	Date:



Cabarrus County Asset Transfer, Surplus, Demolition Form

Action:

Date:

Statute Action:

To purchase with a trade-in

Was this asset purchased with grant funds:

No

General Statute:

GS 160A-266C and GS 143-129-7

FROM	
Name	
Department	DSS
Asset Number	N/A
Serial Number	N/A
Description	Executive Desk Hutch

TO	
Name	
Department	CHA
Location	
Reason	

Is this a Vehicle? Yes	
Vehicle ID #	
Year	
Mileage	
Tag #	
Effective Date	

IAM Director:	Date:
Chief Procurement Officer:	Date:
Deputy County Manager:	Date:



Cabarrus County Asset Transfer, Surplus, Demolition Form

Action:

Date:

Statute Action:

To purchase with a trade-in

Was this asset purchased with grant funds:

No

General Statute:

GS 160A-266C and GS 143-129-7

FROM	
Name	
Department	DSS
Asset Number	N/A
Serial Number	N/A
Description	Executive Double Drawer

TO	
Name	
Department	CHA
Location	
Reason	

Is this a Vehicle? Yes	
Vehicle ID #	
Year	
Mileage	
Tag #	
Effective Date	

IAM Director:	Date:
Chief Procurement Officer:	Date:
Deputy County Manager:	Date:



Cabarrus County Asset Transfer, Surplus, Demolition Form

Action:

Date:

Statute Action:

To purchase with a trade-in

Was this asset purchased with grant funds:

No

General Statute:

GS 160A-266C and GS 143-129-7

FROM	
Name	
Department	DSS
Asset Number	N/A
Serial Number	N/A
Description	Cubicle 1

TO	
Name	
Department	CHA
Location	
Reason	

Is this a Vehicle? Yes	
Vehicle ID #	
Year	
Mileage	
Tag #	
Effective Date	

IAM Director:	Date:
Chief Procurement Officer:	Date:
Deputy County Manager:	Date:



Cabarrus County Asset Transfer, Surplus, Demolition Form

Action:

Date:

Statute Action:

To purchase with a trade-in

Was this asset purchased with grant funds:

No

General Statute:

GS 160A-266C and GS 143-129-7

FROM	
Name	
Department	DSS
Asset Number	N/A
Serial Number	N/A
Description	Cubicle 2

TO	
Name	
Department	CHA
Location	
Reason	

Is this a Vehicle? Yes	
Vehicle ID #	
Year	
Mileage	
Tag #	
Effective Date	

IAM Director:	Date:	
Chief Procurement Officer:	Date:	
Deputy County Manager:	Date:	



Cabarrus County Asset Transfer, Surplus, Demolition Form

Action:

Date:

Statute Action:

To purchase with a trade-in

Was this asset purchased with grant funds:

No

General Statute:

GS 160A-266C and GS 143-129-7

FROM	
Name	
Department	DSS
Asset Number	N/A
Serial Number	N/A
Description	Cubicle 3

TO	
Name	
Department	CHA
Location	
Reason	

Is this a Vehicle? Yes	
Vehicle ID #	
Year	
Mileage	
Tag #	
Effective Date	

IAM Director:	Date:
Chief Procurement Officer:	Date:
Deputy County Manager:	Date:



Cabarrus County Asset Transfer, Surplus, Demolition Form

Action:

Date:

Statute Action:

To purchase with a trade-in

Was this asset purchased with grant funds:

No

General Statute:

GS 160A-266C and GS 143-129-7

FROM	
Name	
Department	DSS
Asset Number	N/A
Serial Number	N/A
Description	Cubicle 4

TO	
Name	
Department	CHA
Location	
Reason	

Is this a Vehicle? Yes	
Vehicle ID #	
Year	
Mileage	
Tag #	
Effective Date	

IAM Director:	Date:
Chief Procurement Officer:	Date:
Deputy County Manager:	Date:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

DHS- Social Services Family Support Cabarrus Health Alliance Grant Funds - Elevate

BRIEF SUMMARY:

Cabarrus County has been awarded an additional \$15,000 in grant funding from Cabarrus Health Alliance to assist with the administration of The Elevate Program. The Elevate program seeks to advance health resources for adolescents, their families, and communities in Cabarrus County. Cabarrus Health Alliance (CHA), and project partner Cabarrus County Department of Social Services will replicate evidence-based programs in foster care, and community-based organizations/nonprofit settings in Cabarrus County, North Carolina. The Elevate program focuses on high-risk populations to advance health for adolescents, their families, and communities. Funding will be utilized for operating cost, school uniforms and personal hygiene items for youth. A budget amendment is needed for the additional funds.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Lora Lipe, Family Support Services Program Administrator
Suzanne Moose, HHS Business Services Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment

Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

HHS-Social Services was awarded an additional \$15,000 for the Elevate program. The Elevate program focuses on high-risk populations in Cabarrus county to advance health for adolescents, their families, communities. It is a five year program that started in July 2023. Funds will be used to cover operating costs and clothing & uniforms for youths. No county match required.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	00165615-627601-ELVT	Teen Pregnancy Prevention Program	15,000.00	15,000.00		30,000.00
001	9	00195615-947601-ELVT	Teen Pregnancy Prevention Program	15,000.00	15,000.00		30,000.00
001	9						0.00
001	9						0.00
001	9						0.00
001	9						0.00
001	9						0.00
001	9						0.00
001	9						0.00
001	9						0.00
							0.00
							0.00

Total

Budget Officer

☐ Approved
☐ Denied

Signature

Date

County Manager

☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

☐ Approved
☐ Denied

Signature

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Legal - Conveying Two Properties to the Board of Education

BRIEF SUMMARY:

The County takes title to school properties from the Board of Education (BOE) in order to borrow money for school construction, and to give a security interest on affected parcels to the lender. When the deed of trust is paid off and cancelled, the properties must revert back to the BOE. Deeds of Trust encumbering NorthWest Cabarrus STEM Middle School and Cox Mill Elementary School have been paid off and these properties should be returned to the BOE.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve execution and recording of the necessary deeds to return these properties to the Board of Education.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Doug Hall, County Attorney and General Counsel

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Deed - Northwest Cabarrus Stem Middle School
- ▢ Deed - Cox Mill Elementary School

Excise Tax \$0.00

Recording Time, Book and Page

Tax Lot No.

Parcel Identifier No. 5602-43-2559

Verified by _____ County on the _____ day of _____ , _____

by _____

Mail after recording to Grantee

This instrument was prepared by Richard M. Koch

Brief description for the Index

Northwest Cabarrus Stem Middle School

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of October _____ , 2025 ,by and between

GRANTOR	GRANTEE
CABARRUS COUNTY	CABARRUS COUNTY BOARD OF EDUCATION, 4401 Old Airport Road Concord, NC 28025

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of _____ , No. 4 _____ Township, Cabarrus _____ County, North Carolina and more particularly described as follows:

See attached Exhibit A.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.
And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinwith stated.
Title to the property hereinabove described is subject to the following exceptions:

- 1. All restrictions, right of way and easements of record.
- 2. Any leases and agency agreements between Grantor and Grantee, all of which are merged into this deed, and to the extent not merged, are hereby canceled.

A map showing the above described property is recorded in Plat Book 3 page 68.

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 4015 Page 181.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

<u>CABARRUS COUNTY</u> (Corporate Name)	USE BLUE INK ONLY	_____ (SEAL)
By: _____		_____ (SEAL)
<u>Kelly F. Sifford</u> Interim County Manager		_____ (SEAL)
ATTEST:		_____ (SEAL)
_____ Clerk to the Board (Corporate Seal)		_____ (SEAL)

SEAL-STAMP	NORTH CAROLINA, _____ County.
Use Blue Ink	I, a Notary Public of the County and State aforesaid, certify that _____
	_____ Grantor,
	personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
	hand and official stamp or seal, this _____ day of _____, _____.
	My commission expires: _____ Notary Public

SEAL-STAMP	NORTH CAROLINA, <u>Cabarrus</u> County.
Use Blue Ink	I, a Notary Public of the County and State aforesaid, certify that _____
	personally came before me this day and acknowledged that <u>she</u> is <u>Clerk to the Board</u> of
	<u>Cabarrus County</u> , and that by authority duly
	given and as the act of the County, the foregoing instrument was signed in its name by its <u>Interim County Manager</u>
	sealed with its corporate seal and attested by <u>her</u> as its <u>Clerk to the Board</u> .
	Witness my hand and official stamp or seal, this _____ day of _____, <u>2025</u> .

EXHIBIT A

(NORTHWEST MIDDLE SCHOOL)

LYING and being in No. 4 Township, and being a part of the property as shown on the map of RURAL HEIGHTS, a map of said property being on file in the office of the Register of Deeds in Map Book 3 at page 68, and more particularly described as follows:

BEGINNING at a point in the center of the Boy Scout Camp Road in the line of W. L. Linker (old line of the J. W. Linker Estate), and runs thence four (4) courses and distances with the center of the Boy Scout Camp Road as follows: (1) South 45-26-50 West 600 feet; (2) South 43-00-55 West 278.00 feet; (3) South 30-46-30 West 270.00 feet; (4) South 9-38-40 West 304.00 feet to a point in the center of the intersection of the Boy Scout Camp Road and Trinity Church Road; thence with the center of Trinity Church Road South 35-19-40 East 377.73 feet to a point in the center of said road; thence North 77-29-05 East (crossing an iron stake at 26.45 feet) 565.94 feet to an iron stake, a corner of Donald Campbell; thence with Campbell's line South 32-58-00 East 817.93 feet to a gum tree in the old line of G. W. Lee (now Benny Lee); thence with the old line of G. W. Lee (now Benny Lee) North 61-20-20 East 2234.66 feet to an iron stake by a poplar in the line of Roy Overcash (formerly Will Ludwig), a corner of Benny Lee; thence with the line of Roy Overcash (old line of Will Ludwig) North 4-18-15 E. 948.14 feet to a hickory tree, a corner of Roy Overcash in the line of Leon Overcash (formerly P. K. Myers); thence with the line of Leon Overcash and Camp Cabarrus (formerly J. B. Price) South 78-48-40 West 2142.48 feet to a hickory tree, an old corner of the J. B. Price, now a corner of Camp Cabarrus; thence with the line of Camp Cabarrus (old line of J. B. Price) North 22-18-20 West 414.85 feet to a white oak, a corner of W. L. Linker (an old corner of the J. W. Linker Estate); thence with the line of W. L. Linker (old line of the J. W. Linker Estate) North 76-07-30 West (crossing an iron stake at 152.20 feet) 187.41 feet to the BEGINNING, containing 90.13 acres.

For reference see Deed Book No. 352, Page 17, Cabarrus County Registry.

Excise Tax \$0.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 4680-32-1476
Verified by _____ County on the _____ day of _____ , _____
by _____

Mail after recording to Grantee

This instrument was prepared by Richard M. Koch

Brief description for the Index Cox Mill Elementary School

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of October , 2025 , by and between
GRANTOR GRANTEE

CABARRUS COUNTY	CABARRUS COUNTY BOARD OF EDUCATION, 4401 Old Airport Road Concord, NC 28025
-----------------	---

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Concord , No. 2 Township, Cabarrus County, North Carolina and more particularly described as follows:

See attached Exhibit A.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.
And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinwith stated.
Title to the property hereinabove described is subject to the following exceptions:

- 1. All restrictions, right of way and easements of record.
- 2. Any leases and agency agreements between Grantor and Grantee, all of which are merged into this deed, and to the extent not merged, are hereby canceled.

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

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 3127 Page 53.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

CABARRUS COUNTY
(Corporate Name)

By: _____
Kelly F. Sifford Interim County Manager

ATTEST:

Clerk to the Board (Corporate Seal)

USE BLUE INK ONLY

_____(SEAL)
_____(SEAL)
_____(SEAL)
_____(SEAL)

SEAL-STAMP

Use Blue Ink

NORTH CAROLINA, _____ County.
I, a Notary Public of the County and State aforesaid, certify that _____ Grantor,
personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my
hand and official stamp or seal, this _____ day of _____, _____.
My commission expires: _____ Notary Public

SEAL-STAMP

Use Blue Ink

NORTH CAROLINA, Cabarrus County.
I, a Notary Public of the County and State aforesaid, certify that _____
personally came before me this day and acknowledged that she is Clerk to the Board of
Cabarrus County, and that by authority duly
given and as the act of the County, the foregoing instrument was signed in its name by its Interim County Manager
sealed with its corporate seal and attested by her as its Clerk to the Board.
Witness my hand and official stamp or seal, this _____ day of _____, 2025.
My commission expires: _____ Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

By _____ REGISTER OF DEEDS FOR _____ COUNTY
Deputy/Assistant – Register of Deeds

EXHIBIT A
(Cox Mill Road Elementary School)

Lying and being in No. 2 Township, Cabarrus County, N.C., on the west side of Cox Mill Road (S. R. 1448) and adjoining the property of R. M. McGraw, Moffett Caldwell, Mrs. E. G. Denny and others, and bounded as follows:

BEGINNING at a point in Cox Mill Road, a comer of R. M. McGraw in the line of Denny, and runs thence with the line of McGraw three lines, 1st, N. 89-00 W. (passing an iron slake at 33.9 feet) 419.8 feet to an iron stake; 2nd, S. 37-02 W. 704.2 feet to an iron stake; 3rd, S. 71-17 W. 1123.1 feet to a point in Clark's Creek; thence with the meanders of said creek in a northerly direction to an oak just below the old bridge site, a comer of Moffett Caldwell; thence with the line of Caldwell (see Map Book No. 6, Page 44, Deed Book No. 244, Page 329) N. 77-34 E. 2185.8 feet to a point in Cox Mill Road and in the line of Denny; thence with the line of Denny and with said road S. 2-00 E. 965.7 feet to the BEGINNING; and containing 62.4 acres more or less, and being more particularly described in Deed Book 699, Page 19, in the Cabarrus County Registry.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

Legal - Extension of Lease, St. Stephens Church Rd. Property

BRIEF SUMMARY:

This future park property is 616 acres. In 2021, 138.5 acres was leased to Landon Barrier at \$7,500.00 per year for farming purposes. That lease expires on March 31, 2026; staff recommends the lease be amended to extend until March 31, 2031.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to adopt the Lease Extension Agreement.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Doug Hall, County Attorney and General Counsel
Daniel McClellan, Soil & Water Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Executed Lease
- ▢ Lease Extension

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

FARM LEASE AGREEMENT

This Farm Lease Agreement (the "**Lease**") is made and entered into effective as of the 1st day of March, 2021, by and between CABARRUS COUNTY, a political subdivision of the State of North Carolina (hereinafter referred to as "**Lessor**") and LONDON BARRIER, a citizen and resident of Cabarrus County, North Carolina (hereinafter referred to as "**Lessee**").

BACKGROUND STATEMENT

A. The Lessor is the equitable owner of that certain parcel of land containing approximately 615.982 acres located at 1820 St. Stephens Church Road, Mount Pleasant, North Carolina (Parcel PIN 5682816183).

B. The Lessor submitted an RFP for lease of 138.5 acres of this parcel and the Lessee respond to the RFP.

C. The property consists of agricultural land and the majority of the soils are classified as prime, unique, farmland of statewide importance by the Natural Resources Conservation Service, U.S. Department of Agriculture. Lessor and Lessee acknowledge that one of the purposes of this Lease is to protect and maintain the agricultural soils, agricultural viability and productivity of this property.

STATEMENT OF AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements herein set forth, Lessor hereby leases to Lessee, and Lessee hereby accepts for lease from Lessor, upon and subject to the terms and conditions herein set forth, approximately 138.50 acres of land and all improvements now located thereon (the "**Premises**").

The recitals set forth above are incorporated herein by reference. The terms and conditions of this Lease are as follows:

1. **Term.** The term of this Lease shall commence as of April 1, 2021, and unless sooner terminated as hereinafter provided, shall continue thereafter for a period of five (5) years, expiring on midnight March 31, 2026, at which time this Lease and all of Lessee's rights hereunder shall automatically terminate and cease without prior notice. If the parties are in agreement, this Lease maybe extended for an additional 5 years, beginning at the conclusion of the initial term.

2. **Use of Premises by Lessee.** Lessee shall, during the term of this Lease and any renewals or extensions thereof, occupy and use the Premises for the purpose of operating a farm, utilized for row crops and hayfields and for no other purposes without the prior written consent of the Lessor. Lessee shall also adhere to the following terms and conditions:

A. All provision of the Lessor's RFP dated January 13, 2021 and all provision of the Lessee's written response to the RFP.

B. The Lessor's RFP was for lease of approximately 138.5 acres of this parcel and the Lessee's response to the RFP was for the same 138.5 acres as shown in yellow in the attached Exhibit A and are all adjacent to St. Stephens Church Road.

3. **Use of Premises by Lessor.** Lessor reserves to itself and its agents, employees and invitees during the entire term of this Lease the right to enter upon and use, occupy and utilize the Premises for all lawful purposes whatsoever. Lessor agrees, however, that it shall not in its use and occupancy of the Premises unreasonably interfere with Lessee's farm operation on the Premises.

4. **Rental.** Lessee shall pay Lessor as rental for the use and possession of the Premises and annual lease payment of \$60.00 per plantable acre, payable in one lump sum, on or before December 31 of each Lease year.

5. **Best Practices.** Lessee shall manage the Premises in accordance with sound agricultural soil and water conservation practices using a conservation plan approved in writing by Lessor and developed utilizing the standards and specifications of the Natural Resources Conservation Service Field Office Technical Guide and approved by the Cabarrus Soil and Water Conservation District, so as to promote the agricultural capability of the Premises and protect the conservation values of the Premises, including, without limitation, agricultural soils, scenic and wildlife habitat values and water quality values. Lessee shall implement all soil and water conservation practices that are contained in the approved conservation plan according to the schedule of implementation that exists within the plan. Revisions to the plan and schedule of implementation may be made as approved by Lessor, the Natural Resources Conservation Service and Cabarrus Soil and Water Conservation District.

Should Lessee in the operation of the Premises or the performance of his duties under this Lease fail to take any action requires by such conservation plan, Lessor may, after serving ten (10) days written notice of such failure on Lessee, take such action as Lessor may deem necessary to protect its interest under this Lease. Lessee agrees to reimburse Lessor on demand for the cost of any action so taken by Lessor.

6. **Expenses of Lessee.** During the term of this Lease and any and all renewals or extensions thereof, Lessee shall at his own cost and expense:

A. Furnish all labor and equipment necessary to operate the farm on the Premises in the manner specified in paragraph 2, hereof;

B. Keep and maintain all drainage ditches that have been constructed with prior written approval from Lessor and located on the Premises open and in good condition and repair so the drainage water may flow freely in such ditches on, to and from the Premises and the lands adjoining the same; and

C. Pay all charges, promptly as they become due, for any services utilized for work on the Premises.

7. **Waste.** Lessee shall not commit or permit the commission by others of any waste on the Premises.

8. **Casualty Insurance.** Lessee will not commit or permit the commission of any acts on the Premises nor use or permit the use of the Premises in any manner that would increase or cause the cancellation of any liability or other insurance policy maintained by Lessor and insuring the property or any improvements on the property. Lessee shall, at his own cost and expense, comply with any and all reasonable requirements of Lessor's insurance carriers necessary for the continued maintenance, at reasonable rates, of policies of liability insurance on the Premises and the improvements now on or hereafter erected on the Premises.

9. **Liability Insurance.** Lessee shall, at his own cost and expense, procure and maintain during the term of this Lease and any renewals or extensions thereof, insurance policies issued by insurance companies acceptable to Lessor in the amount of One Million Dollars, with a Two Million Dollar aggregate, insuring Lessor and Lessee against any and all possible liability for injuries to or death of any persons injured or killed at any time in, on, or about the Premises, relating to the operation of the Premises or otherwise. Such insurance policies shall name the Lessor as an additional insured, in a form of additional insured endorsement satisfactory to Lessor in its sole discretion. Lessee shall provide Lessor with current certificates of insurance confirming Lessor's status as an additional insured.

10. **Alteration and Liens.** Lessee shall not make or permit any other person to make any alterations to the Premises or to any improvement thereon or facility appurtenant thereto without the written consent of Lessor. Lessee shall keep the Premises free and clear of any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon by or at the instance or request of Lessee.

11. **Hold Harmless.** Lessee shall indemnify and hold Lessor and the property of Lessor, including the Premises, free and harmless from all claims, liability, loss, damage, or expenses resulting from Lessee's occupation or use of the Premises, including any claim, liability, loss, or damage arising by reason of the injury to or death of any person or persons or by reason of the operations of the farm on the Premises, the damage to any property caused by the condition of the Premises, the condition of any improvements, or personal property in or on the Premises, or the acts or omissions of Lessee or any person in or on the Premises with the express or implied consent of Lessee. Such indemnity shall extend to any claim, liability, loss or damage occasioned by reason of Lessee's failure to perform any provision of this Lease or to comply with any requirement imposed upon him or the Premises or on the property by any duly authorized governmental agency or political subdivision, or by reason of Lessee's failure or inability to pay as they become due obligations incurred by him in the operation of the Premises or other operations to be conducted by him on the Premises. Lessee stipulates that the Premises, all improvements on the Premises and all facilities appurtenant thereto, are now, on the date of this Lease, in good order and repair and in safe and tenantable conditions. Lessee further stipulates that he has independently investigated all facts material to him in connection with this Lease and that the Premises are being leased by Lessee as a result of his own inspections and investigations and not as a result of any representations made by or on behalf of Lessor.

12. **Subleasing and Assigning.** Lessee shall not encumber, assign, or otherwise transfer this Lease or any right or interest of Lessee herein or hereunder, without the prior written consent of Lessor. The consent by Lessor to any one assignment, subletting, occupancy, or use by another person shall not be deemed consent to any subsequent assignment, subletting, occupation, or use. Any encumbrance, assignment, transfer or subletting without the prior written consent of Lessor shall be null and void and shall, at the option of Lessor, terminate this Lease.

13. **Insolvency.** Should Lessee become insolvent as defined herein, Lessor may, by giving ten (10) days written notice to Lessee, terminate this Lease and Lessee's interest in the Premises. For the purposes of this paragraph, Lessee shall be conclusively presumed to have become insolvent if (i) any order for relief under any Chapter of the United States Bankruptcy Code shall be entered voluntarily or involuntarily against him; (ii) a receiver shall be appointed to take possession of all or substantially all of Lessee's property because of his insolvency; (iii) Lessee shall make a general assignment for the benefit of his creditors; or (iv) Lessee shall allow any judgment against him to remain unsatisfied for a period of thirty (30) days or longer.

14. **Death or Incapacity of Lessee.** Should Lessee die or become permanently incapacitated for any reason from performing his duties under this Lease, then, at the option of the Lessor, Lessor may terminate this Lease and reenter and take possession of the Premises.

15. **Holding Over.** Any holding over after the expiration of the term of this Lease shall be construed to be a month-to-month tenancy only on the same terms and conditions herein specified so far as applicable, at a rate equal to \$750.00/month.

16. **No Partnership.** Nothing contained in the Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between the Lessor and Lessee. Neither Lessor nor Lessee shall be liable for any obligations or liabilities incurred by the other.

17. **Default by Lessee.** All covenants and agreements on the part of Lessee contained in this Lease are consider material to this Lease and to the term hereby demised to the Lessee. Should the Lessee default in the performance of any covenant, condition, or agreement contained in this Lease, Lessor may terminate this Lease and reenter and regain exclusive possession of the Premises without reservation of and without prejudice to such other rights and remedies of which Lessor may be entitled as a result of such default. On termination of this Lease, all rights of Lessee in and to the Premises shall also terminate. Pursuit by Lessor of any particular right or remedy shall not preclude pursuit of any other right or remedy available to Lessor, and no waiver by Lessor of any breach by Lessee of any one or more of the covenants, conditions or agreements contained in the Lease shall bar the enforcement of any rights or remedies of Lessor for any subsequent breach of such or any other covenant, condition, or agreement.

18. **Notices.** All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been or made when hand delivered, or deposited in the mail, postage prepaid by registered or certified mail, return receipt requested, addressed as follows or to such other address as may ne hereafter designated in writing by the respective parties hereto:

If to Lessor:

Cabarrus County
Atten: County Manager
P.O. Box 707
Concord, NC 28026

If to Lessee:

Landon Barrier
5360 Barrier Store Road
Mt Pleasant, NC 28124

Except in cases where it is expressly herein provided that such notice, request or demand is not effective until received by the party to whom it is addressed.

19. **Heirs and Successors.** This Lease shall be binding upon and shall inure to the benefits of the heirs, executors, administrators, successor, and assigns of the parties hereto, but nothing herein shall be construed as consent by Lessor to any assignment of this Lease or any interest therein by Lessee except as provided in paragraph 15 hereof.

20. **Governing Law.** This Lease shall be governed by the laws of the State of North Carolina.

21. **Cancellation.** Lessor reserves the right to cancel the Lease at any time at its sole discretion.

IN WITNESS, the parties have caused this Lease to be duly executed as shown below.

LESSOR:

CABARRUS COUNTY,
a political subdivision of the State of North Carolina

By: _____

County Manager

3/18/21

LESSEE:

By: _____

Landon Barrier

**NORTH CAROLINA
CABARRUS COUNTY**

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT is entered into by and between CABARRUS COUNTY, NORTH CAROLINA, a public body politic and a political subdivision of the State of North Carolina, as Lessor (the "County"), and LANDON BARRIER, as Lessee.

WITNESSETH:

The County and Barrier previously entered into a Farm Lease Agreement dated March 1, 2021, for a period of five (5) years commencing April 1, 2021 through March 31, 2026, which provided that if the parties mutually agree, it may be extended for an additional five (5) year period;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. The term of the Farm Lease Agreement dated March 1, 2021, is hereby amended and extended to cover the term of April 1, 2026 through March 31, 2031.
2. The annual rent for the subject property is amended to \$7,500.00 per year, representing \$60.00 per acre for 125 acres of farmable land.
3. The prorated lease payment for the term January 1, 2031 through March 31, 2031 shall be due and payable no later than March 31, 2031.
4. To the extent not modified by this Lease Extension Agreement, all of the terms and conditions of the Farm Lease Agreement dated March 1, 2021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, if applicable, as of the day and year acknowledged.

Lessor: CABARRUS COUNTY,
NORTH CAROLINA

Chairman, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners

Date: _____

Lessee: LANDON BARRIER

Landon Barrier

Date: _____

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that she is Clerk to the Cabarrus County Board of Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

Notary Public

My commission expires: _____

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that Landon Barrier personally came before me this day and acknowledged that he signed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and notarial seal, this _____ day of _____, 2026.

Notary Public

My commission expires: _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

BOC - 2026 Commissioner Board Appointments

BRIEF SUMMARY:

Assignment of the Board of Commissioner board liaison appointments for calendar year 2026.

REQUESTED ACTION:

Recommended Motion for the Regular Meeting:

Motion to approve the 2026 Commissioner Board Appointments.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Ariadne Olvera, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ 2025 Commissioner Board Appointments
- ▣ 2026 Blank Commissioner Board Appointments
- ▣ Proposed 2026 Commissioner Board Appointments

2025 COMMISSIONER BOARD APPOINTMENTS

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Senior Center		Wortman		N	
Blended Community Child Protection Team (CCPT)/Child Fatality Prevention Team (CFPT)	Monthly		CHA/Alternate Locations	Jones		Lindsey	Y	
Cabarrus County Board of Education - Business Mtg.	2nd Monday	6:00 p.m. (Business)	Old Airport Road		Lindsey		N	
Cabarrus County Board of Education - Work Session	1st Monday	6:00 p.m. (Wk. Session)	Old Airport Road		Lindsey		N	
Cabarrus County Partnership for Children (Smart Start)	4th Tuesday (Recommendation to meet bi-monthly)	1:00 p.m.	Varies	Jones			Y	
Cabarrus Planning and Zoning Commission	2nd Tuesday	6:30 p.m.	Governmental Center		Lindsey		N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4th Wednesday (except July/Dec.)	5:30 p.m.	Varies	Pittman			Y	
Centralina Regional Council of Government Executive Board	Monthly	2nd Wednesday	Charlotte Office	Wortman				
Centralina Regional Council of Government Board of Directors	Monthly	2nd Wednesday	Charlotte Office	Wortman				
Centralina Economic Development Commission	3rd Thursday	4:00 p.m.	COG Office	Wortman				
Centralina Workforce Development Consortium	Bi-Monthly 2nd Tuesday	4:30	Varies	Wortman			Y	
City of Concord	2nd Thursday	6:00 p.m.	Council Chambers		Lindsey		N	
City of Kannapolis	2nd & 4th Mondays	6:00 p.m.	City Council Chambers		Wortman		N	
City of Locust	2 nd Thursday	7:00 p.m.	City Hall		Lindsey		N	
Cooperative Extension Service	Quarterly	6:00 p.m.	Extension Office		Wortman		N	
Council of Planning – NC 73 Corridor	Quarterly, 3rd Tuesday	2:00 p.m.	Varies	Wortman			Y	
Early Childhood Task Force	Quarterly, 4 th Monday	10:30 a.m.	Varies	Pittman				
Exit 49 Taskforce	As Needed		CVB Office		Sifford		Y	
Fire Departments & First Responder Advisory Committee	Quarterly – 2 nd Thursday of First month of quarter	6:30 p.m.	Different VFD's Host		Pittman		N	
Home and Community Care Block Grant Advisory Committee	Quarterly, 3 rd Monday	3:30 p.m.	Active Living Center	Pittman			N	
Human Services Advisory Board	Last Wednesday	2:00 p.m.	Varies	Jones			Y	
Juvenile Crime Prevention Council	3rd Wednesday	7:30 a.m.	Governmental Center	Jones			Y	
Kannapolis Board of Education	2nd Monday	Varies	Central Office		Wortman		N	
Library Board of Trustees	Every Other Month - 3rd Thursdays	4:30 p.m.	Libraries - Rotate		Wortman		N	
Local Emergency Planning Committee	Quarterly - 1 st Wednesday of 2 nd month in the quarter	12:00 p.m.	Varies		Pittman		Y	
Logan Community	4th Monday	6:00 p.m.	Logan Community Center		Wortman			
Mental Health Advisory Board	1 st Tuesday	Varies	Governmental Center		Lindsey			
Public Health Authority of Cabarrus County	3 rd Tuesday	5:30 p.m.	CHA	Lindsey			Y	Term Ends 6/30/25
Region F Aging Advisory Committee	Quarterly - Thursday	1 p.m.	COG Office		Shue		N	
Senior Centers Advisory Council	3rd Monday	11:00 a.m.	Active Living Center		Shue		N	
Soil & Water Conservation District	1st Tuesday	5:15 p.m.	Cooperative Extension		Lindsey		N	
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Newton			Y	Term ends 6/30/27
Town of Harrisburg	2nd Monday	6:00 p.m.	Town Hall		Shue		N	
Town of Midland	2nd Tuesday	6:00 p.m.	Town Hall		Pittman		N	
Town of Mt. Pleasant	2 nd Tuesday	6:00 p.m.	Town Hall Auditorium		Lindsey		N	
Transportation Advisory Board	Every other month – 1 st Wednesday	10:00 a.m.	DHS Cannon Auditorium		Pittman		N	
Water and Sewer Authority (WSACC)	3rd Wednesday	5:00 p.m.	WSACC - 232 Davidson Hwy.			Lindsey	Y	Term ends 6/30/27
Youth Commission	3rd Monday	6:00 p.m.	Varies		Lindsey		N	

2026 COMMISSIONER BOARD APPOINTMENTS

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
Active Living Centers Advisory Council	3 rd Monday	11:00 a.m.	Concord Active Living Center				N	
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Active Living Center				N	
Behavioral Health Center Advisory Board	TBD						N	
Blended Community Child Protection Team (CCPT)/Child Fatality Prevention Team (CFPT)	4 th Wednesday	12:00 p.m.	EMS Headquarters				Y	
Cabarrus County Board of Education - Business Mtg.	2 nd Monday	6:00 p.m. (Business)	Old Airport Road				N	
Cabarrus County Board of Education - Work Session	1 st Monday	6:00 p.m. (Wk. Session)	Old Airport Road				N	
Cabarrus County Fire Service Board	Jan. 8, April 9, July 9 and October 8	6:30 p.m.	Varies				N	
Cabarrus County Partnership for Children (Smart Start)	4 th Tuesday (Recommendation to meet bi-monthly)	1:00 p.m.	Varies				Y	
Cabarrus Planning and Zoning Commission	2 nd Tuesday	6:30 p.m.	Governmental Center				N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4 th Wednesday (except July/Dec.)	5:30 p.m.	Kannapolis City Hall				Y	Requires additional paperwork
Centralina Regional Council of Government Executive Board	Monthly – 2 nd Wednesday		Charlotte Office					
Centralina Regional Council of Government Board of Directors	Monthly – 2 nd Wednesday		Charlotte Office					
Centralina Economic Development Commission	3 rd Thursday	4:00 p.m.	COG Office					
Centralina Workforce Development Consortium	3 rd Tuesday	12:00 p.m.	RCCC Research Campus – Kannapolis				Y	
City of Concord	2 nd Thursday	6:00 p.m.	Council Chambers				N	
City of Kannapolis	2 nd & 4 th Mondays	4:30/6:00 p.m.	City Council Chambers				N	
City of Locust	2 nd Thursday	7:00 p.m.	City Hall				N	
Cooperative Extension Service	Quarterly (February, May, August and November)	6:00 p.m.	Extension Office				N	
Council of Planning – NC 73 Corridor	As needed						Y	
Early Childhood Task Force	March 23, 2026; June 22, 2026; September 29, 2026 and December 14, 2026	10:30 a.m.	Varies					
Exit 49 Taskforce	As Needed		CVB Office				Y	
Fair Advisory Commission	Likely Quarterly		Cabarrus Arena				N	
Home and Community Care Block Grant Advisory Committee	Quarterly - 3 rd Monday of 2 nd month in the quarter	2:30 p.m.	Active Living Center				N	
Human Services Advisory Board	Last Wednesday	2:00 p.m.	Varies				Y	
Juvenile Crime Prevention Council	3 rd Wednesday	7:30 a.m.	Governmental Center				Y	
Kannapolis Board of Education	2 nd Monday	6:30 p.m.	Central Office				N	
Library Board of Trustees	Every Other Month - 3 rd Thursdays	4:30 p.m.	Libraries - Rotate				N	
Local Emergency Planning Committee	Quarterly - 1 st Wednesday of 2 nd month in the quarter	12:00 p.m.	Varies				Y	
Logan Community	4 th Monday	6:00 p.m.	Logan Community Center					
Mental Health Advisory Board	1 st Tuesday of the last month of the quarter	Varies	Governmental Center					
Region F Aging Advisory Committee	Quarterly - Thursday	1 p.m.	COG Office				N	
Soil & Water Conservation District	1 st Tuesday	5:30 p.m.	Cooperative Extension				N	
Town of Harrisburg	2 nd Monday	6:00 p.m.	Town Hall				N	
Town of Midland	2 nd Tuesday	6:00 p.m.	Town Hall				N	
Town of Mt. Pleasant	2 nd Tuesday	6:00 p.m.	Town Hall Auditorium				N	
Transportation Advisory Board	Quarterly – 1 st Wednesday of the 2 nd month in the quarter	10:00 a.m.	DHS Cannon Auditorium				N	
Youth Commission	3 rd Monday	6:00 p.m.	Varies				N	

SEATS HELD BY TERMS								
Public Health Authority of Cabarrus County	3 rd Tuesday	5:30 p.m.	CHA	Lindsey			Y	Term Ends 6/30/25
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Sifford			Y	Term ends 6/30/27
Water and Sewer Authority (WSACC)	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.				Y	Term ends 6/30/27

2026 COMMISSIONER BOARD APPOINTMENTS

NAME OF BOARD	MEETING DATE	MEETING TIME	MEETING LOCATION	MEMBER	LIAISON	ALTERNATE	VOTE	NOTES
Active Living Centers Advisory Council	3 rd Monday	11:00 a.m.	Concord Active Living Center		Patrick		N	
Active Living and Parks Commission	3rd Thursday	6:00 p.m.	Concord Active Living Center		Wortman		N	
Behavioral Health Center Advisory Board	TBD						N	
Blended Community Child Protection Team (CCPT)/Child Fatality Prevention Team (CFPT)	4 th Wednesday	12:00 p.m.	EMS Headquarters	Jones		Lindsey	Y	
Cabarrus County Board of Education - Business Mtg.	2 nd Monday	6:00 p.m. (Business)	Old Airport Road		Lindsey		N	
Cabarrus County Board of Education - Work Session	1 st Monday	6:00 p.m. (Wk. Session)	Old Airport Road		Lindsey		N	
Cabarrus County Fire Service Board	Jan. 8, April 9, July 9 and October 8	6:30 p.m.	Varies		Pittman		N	
Cabarrus County Partnership for Children (Smart Start)	4 th Tuesday (Recommendation to meet bi-monthly)	1:00 p.m.	Varies	Jones			Y	
Cabarrus Planning and Zoning Commission	2 nd Tuesday	6:30 p.m.	Governmental Center		Patrick		N	
Cabarrus-Rowan Urban Area MPO Transportation Adv. Comm.	4 th Wednesday (except July/Dec.)	5:30 p.m.	Kannapolis City Hall	Pittman			Y	Requires additional paperwork
Centralina Regional Council of Government Executive Board	Monthly – 2 nd Wednesday		Charlotte Office	Wortman				
Centralina Regional Council of Government Board of Directors	Monthly – 2 nd Wednesday		Charlotte Office	Wortman				
Centralina Economic Development Commission	3 rd Thursday	4:00 p.m.	COG Office	Wortman				
Centralina Workforce Development Consortium	3 rd Tuesday	12:00 p.m.	RCCC Research Campus – Kannapolis	Wortman			Y	
City of Concord	2 nd Thursday	6:00 p.m.	Council Chambers		Lindsey		N	
City of Kannapolis	2 nd & 4 th Mondays	4:30/6:00 p.m.	City Council Chambers		Lindsey		N	
City of Locust	2 nd Thursday	7:00 p.m.	City Hall		Lindsey		N	
Cooperative Extension Service	Quarterly (February, May, August and November)	6:00 p.m.	Extension Office		Wortman		N	
Council of Planning – NC 73 Corridor	As needed			Wortman			Y	
Early Childhood Task Force	March 23, 2026; June 22, 2026; September 29, 2026 and December 14, 2026	10:30 a.m.	Varies	Pittman				
Exit 49 Taskforce	As Needed		CVB Office		Sifford		Y	
Fair Advisory Commission	Likely Quarterly		Cabarrus Arena				N	
Home and Community Care Block Grant Advisory Committee	Quarterly - 3 rd Monday of 2 nd month in the quarter	2:30 p.m.	Active Living Center	Pittman			N	
Human Services Advisory Board	Last Wednesday	2:00 p.m.	Varies	Jones			Y	
Juvenile Crime Prevention Council	3 rd Wednesday	7:30 a.m.	Governmental Center	Jones			Y	
Kannapolis Board of Education	2 nd Monday	6:30 p.m.	Central Office		Wortman		N	
Library Board of Trustees	Every Other Month - 3 rd Thursdays	4:30 p.m.	Libraries - Rotate		Lindsey		N	
Local Emergency Planning Committee	Quarterly - 1 st Wednesday of 2 nd month in the quarter	12:00 p.m.	Varies		Pittman		Y	
Logan Community	4 th Monday	6:00 p.m.	Logan Community Center		Wortman			
Mental Health Advisory Board	1 st Tuesday of the last month of the quarter	Varies	Governmental Center		Lindsey			
Region F Aging Advisory Committee	Quarterly - Thursday	1 p.m.	COG Office		Patrick		N	
Soil & Water Conservation District	1 st Tuesday	5:30 p.m.	Cooperative Extension		Lindsey		N	
Town of Harrisburg	2 nd Monday	6:00 p.m.	Town Hall		Patrick		N	
Town of Midland	2 nd Tuesday	6:00 p.m.	Town Hall		Pittman		N	
Town of Mt. Pleasant	2 nd Tuesday	6:00 p.m.	Town Hall Auditorium		Lindsey		N	
Transportation Advisory Board	Quarterly – 1 st Wednesday of the 2 nd month in the quarter	10:00 a.m.	DHS Cannon Auditorium		Pittman		N	
Youth Commission	3 rd Monday	6:00 p.m.	Varies		Lindsey		N	

SEATS HELD BY TERMS								
Public Health Authority of Cabarrus County	3 rd Tuesday	5:30 p.m.	CHA	Lindsey			Y	Term Ends 6/30/25
Tourism Authority (CVB)	4th Wednesday	8:00 a.m.	CVB Office	Sifford			Y	Term ends 6/30/27
Water and Sewer Authority (WSACC)	3rd Thursday	5:00 p.m.	WSACC - 232 Davidson Hwy.		Patrick	Lindsey	Y	Term ends 6/30/27

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

BOC - Appointment Policy

BRIEF SUMMARY:

Review of the Boards policies, this item focuses on the procedures for boards and committees.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

On Behalf of the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Appointment Policy



Cabarrus County Board of Commissioners Appointment Policy

Revised/Effective: Dec 2024



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Procedures for Appointments to Boards, Committees and Commissions

I. POLICY STATMENT

- a) The purpose of this Policy is to make uniform provision for appointments to county boards, committees and commissions that provide guidance to the governing County Board of Commissioners.

II. ELIGIBILITY FOR APPOINTMENTS

(SERVICE ON MULTIPLE BOARDS)

- a) The general policy of the Board of Commissioners shall be to limit membership of an individual to one official governmental board. The Commissioners, however, reserve the right to appoint an individual to more than one board under special circumstances. A person serving on one board and receives an appointment to a second board shall automatically be removed from the first board, unless the County Commissioners find evidence of special circumstances to justify service on two boards. However, the dual membership provision will not apply to the following: (1) appointments to regional/area boards; (2) appointments made of a member of a board in order for that person to represent that board's interest on a second board; and (3) appointments made to a board by other members of the board pursuant to State Law or Local Act establishing the board.¹

(LIMIT TO TERMS OF SERVICE)

- b) Except in extraordinary circumstances or where otherwise restricted by legislative authority creating or authorizing the creation of County boards, committees, commissions, or councils, it shall be the policy of the Board of Commissioners of Cabarrus County that terms of membership on County boards, committees, commissions and councils shall be staggered and that regular members shall not serve more than six consecutive years. Time served as an alternate member prior to the appointment as a regular member does not count as a part of the six consecutive years of service.² The preferred length of terms is three years, with terms staggered such that appointments are made each year. With three-year terms, an individual would normally serve a maximum of two terms. An individual whose initial appointment was to fill an unexpired term shall be eligible to serve the number of full-length terms other members are eligible to serve unless prior to the time for reappointment that individual has already served six consecutive years.

(RESIDENCY REQUIREMENT)

- c) Except in extraordinary circumstances or where otherwise restricted by legislative authority creating or authorizing the creation of County boards, committees, commissions or councils, it shall be the policy of the Board of Commissioners of



Cabarrus County that appointees to membership on County boards, committees, commissions and councils shall be at the time of appointment, and remain so during the term of any appointment, a resident of Cabarrus County. Exceptions to said policy will be at the agreement of a majority of County Commission members at the time of appointment or when information relative to an appointee's change in County residence is brought to the attention of the County Commissioners.⁴

(ATTENDANCE REQUIREMENT)

- d) Any member who fails to attend at least 75% of the regular meetings, except for excused illness, or other extraordinary circumstances, of the commission, committee, board or council during any one-year period shall be automatically removed from said commission, committee, board, or council. Vacancies resulting from a member's failure to attend the required number of meetings shall be filled as provided herein. The Chairman of the commission, committee, board or council will notify the proper appointing authority if a member is absent 25% of the meetings, and an appointment will be made by the appointing authority to fill that vacancy.

(AD HOC COMMITTEES)

- e) Eligibility requirements as outlined above will not be applicable to ad hoc committees.

III. TREND TOWARD QUARTERLY APPOINTMENTS

- a) Efforts should be made when creating new boards and commissions and with present boards and commissions to consolidate expiration of terms for members to expire at one time during each quarter of each year. If this can be done, it would result in less workload impact on both staff and County Commission.
- b) Any appointee whose term has expired may continue to serve until such time a new appointment is made by the County Commissioners.³

IV. COUNTY EMPLOYEES SERVING ON BOARDS, ETC.

- a) It is understood that County employees will not be appointed to boards, commissions, etc. which receive County funding assistance.

V. RATE OF PAY

- a) The rate of pay, if any, to members for service on boards, commissions or committees shall be established by the Board of Commissioners. Records for pay purposes shall be certified by the Chairmen of the respective boards, commission or committees and



submitted by the appropriate department head to the Finance Officer for monthly disbursement.

VI. IMPLEMENTATION (AS OF DATE OF MOST RECENT APPLICABLE AMENDMENT)

- a) This policy shall become effective upon enactment. All subsequent appointments to boards by the Board of Commissioners shall be carried out under the provisions of this policy.
- b) Any individual affected by the dual role provision of this policy shall be given the option of determining which appointment to retain and any other appointments held by that individual to boards, commission or committees shall be deemed null and void unless waived by the Board of Commissioners under the special circumstance clause of this policy.
- c) Persons who have served on boards, commissions and committees for a period exceeding six consecutive years at the time this policy becomes effective shall serve until the end of the current term or for a period of 12 months from the date of this policy if the term extends longer than 12 months.
- d) In order to get more participation and involvement from county residents, the County should advertise in local papers at least twice each year of up-coming vacancies. Any application that is received concerning the vacancies should be given careful consideration, assuming they are qualified.

NOTE: Firemen's Relief Fund Trustees and Fire District Commissioners are exempt from the Appointment Policy

Adopted June 21, 1982

AMENDMENTS:

- 1. January 17, 1995
- 2. April 21, 1997
- 3. December 21, 1998
- 4. November 5, 2001 (With stipulation that current appointees may complete their current term of appointment)
- 5. December 8, 2017
- 6. March 28, 2022 (Employee Service)
- 7. December 18, 2023 (Annual Review)
- 8. December 16, 2024 (Annual Review)

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

BOC - Economic Development Grant Program

BRIEF SUMMARY:

Review of the Boards policies, this item focuses on the economic development grant program.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

On Behalf of the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▮ Economic Development Grant Program



Cabarrus County Board of Commissioners Economic Development Grant Program

Revised/Effective: Dec 2023



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**ECONOMIC DEVELOPMENT GRANT PROGRAM
CABARRUS COUNTY, NORTH CAROLINA
EFFECTIVE OCTOBER 20, 2008**

I. POLICY STATEMENT

- A. The following is the Economic Development Grant Program (“Program”) for Cabarrus County, North Carolina. The Program applies to all applications for economic development grants received after the effective date of the Program.

II. PURPOSE

- A. The Cabarrus County Board of Commissioners (“BOC”) has a vision of Cabarrus as a county in which our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers. The BOC established the following five broad goals to achieve and maintain its vision:

1. Preserve and enhance quality of life by addressing growth with sound public policies that sustain resources, provide high quality services, and fund infrastructure needs.
2. Achieve community-wide preparedness to protect public safety, respond to routine and catastrophic events, and maintain and restore the well-being of all residents.
3. Use resources wisely and responsibly by protecting assets, minimizing risk, creating partnerships, and using technology to maximize the value of county investments, expenditures, and services.
4. A fully engaged community with a shared understanding of its issues and challenges and working together to achieve its goals.
5. Ensure that all citizens have equal opportunity and access to education, health care, and economic prosperity and encourage citizens to fulfill their potential and contribute to their community.

The achievement of these goals, and the health, safety, education, and prosperity of the people of Cabarrus County (“County”) is directly related to the vitality, diversity, and success of its businesses and industries, as well as to the condition of the county’s environment and natural resources. Under certain circumstances and conditions, it may be in the interests of the County and its citizens that the BOC utilize the powers granted to it by the General Assembly in Chapters 153A and 158 of the North Carolina General Statutes to stimulate development



and growth of business and industry in the County. Thus, the purpose of the Program is to provide the stimulus for the development, growth and expansion of business and industry within the County. This stimulus is the award of a Program Grant (“Grant”) as provided in this Program.

- B. The award of a Grant is designed to increase employment opportunities within the assessed valuation of the County. The BOC may consider numerous factors when deliberating upon whether to award a Grant. This recognizes the great variety of businesses, which have widely different capital and employment structures and needs. The factors that may be considered include but are not limited to the follow:
1. The type of industry or business as a further diversification of Cabarrus County’s business base;
 2. The size and scope of the project based upon investment in site development, facilities, buildings, and other business infrastructure inclusive of technology;
 3. The diversity, quality, and quantity of jobs created by a project, including whether the industry or business provides company-paid benefits such as healthcare, vacation, and pensions and the degree to which wages exceed the county average;
 4. The potential for future expansion of investment and employment;
 5. Site specific issues impacting public infrastructure;
 6. Actions that if pursued, stimulate development in areas of Cabarrus County deemed beneficial;
 7. The ratio of investment in real versus personal property assets;
 8. The environmental impact of the project. This may include such elements as waste recycling programs, energy efficient (or LEED) design, conservation easements, the degree to which the natural landscape and topography are distributed, water conservation programs and the use and/or production of alternative (non-fossil fuel) energy.
 9. The type of product produced (as well as the production process itself) or sold and whether it is recyclable, noxious, volatile, controversial, hazardous, banned by other governments or countries, lethal or otherwise dangerous.



III. PROJECT CATEGORIES, GRANT PARAMETERS, AND ELIGIBILITY

1. Eligible Uses. Eligible uses include, but are not limited to, agricultural operations; facilities to house corporate headquarters; manufacturing, assembly, fabrication, or processing operations; research and development facilities; motorsports facilities, warehouse, or distribution facilities; and office buildings. The applicant must demonstrate to the satisfaction of the BOC that it would not construct these facilities but for the award of a Grant.
2. Grant Parameters. A Grant approved by the BOC may be an amount equaling up to 80% of the real and personal property tax actually paid on assets eligible for this Program. The minimum incremental increase in assessed value of assets shall be \$1.5 million, except in those cases where the Grant is used to encourage the development or help ensure the success of certain targeted businesses and/or geographical areas, where the threshold shall be at the discretion of the Board of Commissioners.

Such Grant amount shall be for a period of three (3) consecutive years. Grant amounts shall be calculated based on the increase in assessed real and personal property values generated by the project, as determined by the County Tax Assessor. Grants for plant expansions by business or industry already located in the County will be based on the net incremental tax value, after reduction for machinery, equipment and other assets which are depreciated, replaced, or retrofitted as part of the project.

The Grant will only be awarded to bring about the relocation or expansion of a business that would not have occurred except for the award of the Grant, or to encourage the development or help ensure the success of certain targeted businesses and/or geographic areas.

The amount of the Grant for each year shall be limited in the following manner: In each of years two and three of the Grant, a calculation shall be performed where the amount of the Grant is subtracted from the amount of ad valorem taxes paid. If the remainder in years two or three is less than the remainder from the same calculation in year one, then the amount of the grant in those years will be reduced by an amount sufficient to make the remainder in that year equal to the remainder in year one.

The County has chosen as the value criterion for a Program Grant the estimated property tax assessment for the new real and personal property investment to be placed in the County. Although the Grant is calculated as a percentage of the ad valorem tax actually paid on the new asset investment, the Grant is paid from the County's general fund. The general fund consists of revenue derived from ad valorem



taxes, local sales taxes, revenues from services, permits and fees, interest income and miscellaneous revenues.

3. Documentation: The Grant application must provide documentation satisfactory to the Tax Assessor that fully supports the expenditures upon which the assessed value is to be based. The documentation includes but is not limited to schedules and source documents defining capital expenditures including project timelines with accurate descriptions of grantable assets by cost, dates of phase in any existing assets which are being replaced by Program eligible assets, blueprints, financial statements, and appraisal by a state board certified appraiser. Only assets documented to the satisfaction of the Tax Assessor will be eligible for the Program.
4. Speculative Buildings and Leases: Construction of a new structure to attract an eligible Program user may also qualify for the Program. Such a Grant must begin with a tax year prior to the third year after construction is completed. The taxpayer must inform the Tax Assessor in writing which tax year begins the Grant Program. If a structure or personal property is to be leased, the lease term must exceed the length of the Grant period. In the event the building is not leased within three years of its completion date so long as it is maintained for lease, the speculative building may still qualify as a Program asset. Only one Grant may be awarded, and the owner and lessee must agree in writing as to which will be eligible to receive the Grant.

IV. PROGRAM RULES

1. Although a Grant may be awarded by the BOC to an applicant, the Grant is not required to be paid until the applicant has fully complied with this Program and has executed a written agreement (“Agreement”) in a form satisfactory to County that sets forth the specific provisions relating to the Grant.
2. The BOC reserves the right to waive one or more provisions of this Program, but any waiver must be approved by the BOC.
3. The Agreement shall include with reasonable specificity a project site plan, description of the project, any phasing, projected new employment with job descriptions, description of the structures to be built, description of the personal property assets to be installed and any other data that would be relevant to comprehension of the scope and value of the project such that other assets, installed outside of those Grant eligible, are not commingled within the contemplated Grant.
4. The applicant must furnish proof satisfactory to the Tax Assessor or County Attorney of ownership of any of the assets subject to the Program.



5. Rolling stock, inclusive of automobiles, trucks, tractors, trailers, or other licensed vehicles and airplanes shall not qualify as Program assets eligible for a Grant.
6. County contributions to the project's infrastructure costs shall be deducted from the calculated Grant award for that project.
7. The beginning date of the Grant period shall be flexible to accommodate construction and production start-up time but shall commence with the tax year that begins no later than three years after the date the BOC votes to approve the Grant. The taxpayer must inform the Tax Assessor in writing which tax year begins the Grant program. An extension may be granted by the BOC based upon specific project related issues.
8. The annual Grant award due to the recipient will be paid each year during the Grant period within a thirty-day period of submission of all data requested by the Tax Assessor necessary to determine appropriate assessments on the Grant assets and the delivery of the Tax Assessor's statement. Should the assessments yield a grant in excess of that budgeted for the Grant assets, another thirty-day period may be necessary for remittance to accommodate budget revisions. The initial Grant date is subject to the project's date of useful occupancy and/or production startup, subject to the provisions of paragraph 7, above. If the recipient-taxpayer fails to properly list property for purposes of taxation and the unlisted property is subsequently discovered by the Tax Assessor's office, then the Grant may be terminated at the discretion of the BOC. Acceptance of a Grant payment constitutes approval of the assessed value of Grant assets.
9. During the Grant period, the recipient of the Grant must be current in any and all tax and other payments (including, but not limited to fees for services or permits, fines, and penalties) to the County. Failure to be current in payments to the County shall result in termination of the remainder of the Grant.
10. Should the recipient of the Grant (a) fail to construct or install substantially all of the assets contemplated by the agreement; (b) be or become the debtor in a bankruptcy or receivership proceeding; (c) substantially curtail, close or mothball the facility subject to the Program or, (d) fail to meet hiring, wage or benefit goals; then in any such event the balance of the Grant shall be terminated.
11. Grant requests information and the Tax Assessor questionnaire must be completed within the calendar year following the tax year for which the recipient is eligible to receive a Grant. The information must be complete, forthcoming, and adequate to the satisfaction of the assessor in order to make an accurate Grant calculation. Failure to fully or timely provide this information will result in forfeiture of that year's Grant or cause termination of the remainder of the Grant as provided in paragraph 13, below.



12. Grants are not transferrable and may not be conveyed to another party.
13. The Grant recipient shall provide the necessary source documents and reports satisfactory to the Tax Assessor subsequent to execution of the Agreement and during the Grant period to ensure compliance with the terms, conditions, and other specific requirements of the Agreement. Necessary source documents and reports may include, but are not limited to, real estate acquisition and construction costs, schedules of assets, depreciation schedules, leasing arrangements with named parties holding a financial interest in assets covered by the Program, releases signed by those holding financial interests in those assets and proof of all business and corporate names that may be applicable for purposes of asset ownership. In order for an asset to be included in the Grant, it must reasonably have been contemplated to be within the scope of the project as reflected in the Agreement. Such information shall remain confidential as allowed by law. Failure of the recipient to provide required documentation shall cause termination of Grant.
14. The County shall provide detailed reporting processes to monitor and assure compliance with the terms, conditions, and other specific requirements of the Agreement. Any information obtained by the County in connection with an incentive grant request will be kept confidential by the County to the extent permitted by law.
15. Violation of local, state, federal laws, ordinances, or regulations by the recipient company shall result in termination of the Grant.

V. GRANT APPROVAL PROCEDURE

1. Completion: Prior to initiating a project for which a Grant application is proposed, the applicant shall complete a Development Grant Application for submittal to the Cabarrus Economic Development Corporation.
2. Recommendation: Upon completion of the Development Grant Application by the applicant, the Cabarrus Economic Development Corporation Board will review the application and determine if the application will be recommended to the BOC.
3. Application: Applications recommended by the Cabarrus Economic Development Corporation Board will be submitted to the County Manager's office for scheduling a public hearing before the BOC.
4. Acceptance: The BOC may consider acceptance of the Development Grant Application. A public hearing must be scheduled by law prior to the approval of a Grant. The County



shall publish a notice of the public hearing at least 10 days before the hearing is held. The notice shall describe the project and the BOC's intention to consider approval of the Grant request.

5. Public Hearing: The BOC shall conduct a public hearing on the Development Grant Application to inform the public of the Grant request, invite comments and vote on it.
6. Agreement: The BOC approves the Grant by offering the applicant an Agreement. Offers not accepted are deemed rejected by the applicant. Unless otherwise adopted and approved by the BOC, the Grant offer remains open for 30 days from the date of tender of the proposed Agreement to the applicant. Acceptance is the execution of the Agreement between the County and the applicant. The BOC reserves the right to reject any Grant application.
7. Construction: Construction shall be required to adhere to plans approved in the plan review and permitting process, as well as to plans, or plan elements approved as conditions of the Agreement.
8. Assessment: The value of the subject property following the completion of construction shall be established by the Tax Assessor. The actual increase in post-construction assessed value over pre-construction assessed value shall equal, or exceed the estimated increase specified in the Agreement. Failure to meet or exceed the Grant approval threshold of \$1.5 million, where applicable, shall render the Grant void.

Adopted October 20, 2008

AMENDMENTS:

-
1. September 21, 2009 (Modification Section 3.2)
 2. December 18, 2023 (Annual Review Tabled)
 3. March 18, 2024 (Annual Review)

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:

BOC - Public Participation Policy

BRIEF SUMMARY:

Review of the Boards policies, this item focuses on guidelines for informal public comments.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

On Behalf of the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Public Participation Policy



Public Participation Policy

The meetings of the Cabarrus County Board of Commissioners are essential for the lawful and transparent transaction of important public business. The Board encourages members of the public to attend its meetings. The Board of Commissioners also welcomes the public to participate in comment periods provided as part of its meetings. This Public Participation Policy is intended to ensure that such meetings are conducted with fairness to all.

I. Maintenance of Order and Decorum

Members of the public must maintain the civility, decorum and respect for the functioning and dignity of the Board of Commissioners. Speakers must be respectful and observe proper decorum in their statements by refraining from vulgarity, obscenities, profanity, speaking in a tone or manner that threatens disruption, or other like breaches of respect.

As part of this requirement, speakers may not utter personal, *ad hominem* attacks towards board members, county employees or members of the public. Directing insults at individuals, rather than discussing substantive concerns of public interest regarding a person's conduct or qualifications, threatens the dignity and good order of meetings. Such comments are likely irrelevant and almost inevitably lead to a responsive defense or counterattack and thus to argumentation that has the real potential to disrupt the orderly conduct of the meeting.

II. Relevance

Speakers may not make clearly irrelevant comments because they threaten to disrupt the order and fair progress of public meetings. Comments offered during public hearings conducted for a specific purpose must be reasonably related to the subject-matter of the hearing. Speakers may not use comment periods for commercial advertisements, solicitations, or supporting or opposing a candidate for public office.

III. Comments About Minors

Speakers may not disclose personally identifiable information about minors, such as names, birthdays, addresses, or pictures, without permission from a minor's parent or legal guardian.

IV. Time Allotment

In general, public comments are limited to three minutes per speaker. However, the Presiding Officer may establish another time limit prior to the public comment period based on the number of speakers and the agenda. The Presiding Officer may provide individuals with minor time extensions to allow them to finish their thought. Speakers may not yield their time to another person.

V. Registration and Prioritization of Speakers

Persons seeking to speak must identify themselves by filling out and returning an information card provided by the Clerk. If the time allotted for public comments is insufficient for the number of speakers, the Presiding Officer may prioritize speakers that reside, work, or pay taxes in Cabarrus County. Additionally, the Presiding Officer may ask members of organizations supporting or opposing a position to appoint a spokesperson.

VI. Viewpoint Neutrality

This Policy is intended to establish reasonable time, place, and manner restrictions in accordance with state and federal law. It shall not be construed or applied so as to discriminate against a speaker based on the substantive content of their speech.

VII. Enforcement

The Presiding Officer is responsible for enforcement of this policy. The Presiding Officer may do so, where appropriate, by warning a person that they are violating this policy, temporarily prohibiting the person from presenting to the Board, or directing the person to leave a meeting. The Presiding Officer may request the assistance of law enforcement officers to enforce this policy.

Pursuant to N.C.G.S. 143-318.17, a person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor.

VIII. Authority

This policy is authorized under N.C.G.S. 153A-52 and 153A-52.1, which authorize the Board of Commissioners to adopt reasonable rules governing the conduct of public comment periods and public hearings.

ADOPTED this 2nd day of May, 2022.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:
DISCUSSION ITEMS FOR ACTION (CON'T.)

SUBJECT:
BOC - Rules of Procedure

BRIEF SUMMARY:
Review of the Boards policies, this item focuses on the Boards rules of procedure.

REQUESTED ACTION:
Receive input.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:
On Behalf of the Board

BUDGET AMENDMENT REQUIRED:
No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ BOC Rules of Procedure



Rules of Procedure for the Cabarrus County Board of Commissioners

Revised/Effective: Dec 2023



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Part I. Applicability

Rule 1. Applicability of Rules

These rules apply to all meetings of the Board of Commissioners of Cabarrus County. For purposes of these rules, a meeting of the board occurs whenever a majority of the board's members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the board's real or apparent jurisdiction.

Part II. Quorum

Rule 2. Quorum

The presence of a quorum is necessary for the board to conduct business. A quorum consists of a majority of the board's membership. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half. Vacancies do not reduce the number of members necessary to establish a quorum. A member who withdraws from a meeting of the board without being excused by majority vote of the remaining members present is deemed present for quorum purposes. The board may compel an absent member to attend by ordering the sheriff to take the member into custody.

Part III. Open Meetings

Rule 3. Remote Participation in Board Meetings

The board acknowledges that attendance at board meetings is essential for its members to perform their official duties. The board strongly encourages its members to be physically present for all board meetings. The board recognizes, however, that extenuating circumstances may occasionally prevent a member from being physically present at a meeting. It further recognizes that advances in technology, such as audio and video conferencing have made it possible for members to communicate and deliberate simultaneously with each other from remote locations.

Therefore, to promote full participation of board members while ensuring access and transparency for the public as required by the Open Meetings Law, NCGS § 143-318.9 *et seq.*, the board authorizes remote participation in official board meetings subject to the following procedures and requirements. Remote participation is not to be used solely for a member's convenience.



The intent of this rule is to establish the board's practice for remote participation by board members when there is no state of emergency existing (local or statewide). When a state of emergency exists, this policy is superseded by the provisions of NCGS § 166A-19.24 or other board policies, as the case may be. The board reserves the right to suspend, amend, or rescind this policy at any time by majority vote of the board.

When there is a request to participate remotely, the requesting commissioner should submit the request to the chair, vice-chair, County manager, or clerk to the board as soon as the member is aware of the need, but to the extent possible, preferably within forty-eight (48) hours, but not less than twelve (12) hours before the official meeting so that proper arrangements might be put in place.

The clerk should be made aware as soon as possible. At the beginning of the meeting, the chair or vice-chair will announce that a named commissioner will be participating remotely. Minutes from the meeting shall reflect which commissioner(s) participated remotely. The remote participation rules shall be followed.

Participation by a board member by electronic means in any properly noticed meeting shall be as provided in this Rule 3. Participation shall be by video conference platform as determined by the clerk. Any method chosen must allow for the participating commissioner to be seen on camera by the other commissioners, members of the public in the meeting room and members of the public who may be participating in the meeting on the video conference platform. Such commissioner must also be able to hear what is said by other commissioners, hear what is said by individuals addressing the board, be heard by other members of the board when speaking and hear other members of the public participating in the meeting.

It is the responsibility of the participating commissioner to obtain and maintain technology and proficiency with the use of said technology to meet the above requirements.

Members participating remotely will be counted in the determination of a quorum and be eligible to participate in debate and vote as long as the remote connection is maintained throughout the debate. Their vote must be by voice. Members participating remotely will NOT be eligible to participate in closed session discussion. Members participating remotely will identify themselves during introductions and indicate they are participating remotely. Members participating remotely shall notify the chair if leaving the meeting before the meeting is officially adjourned, or when rejoining the meeting after a period of absence. Members continually connected



throughout the discussion, but failing to vote when called upon will be deemed voting in favor of the item on the floor. The official board minutes will reflect the member's remote participation.

Rule 4. Meetings to Be Open to the Public

Except as permitted by Rule 5 (Closed Sessions), all meetings of the board shall be open to the public, and any person may attend its meetings.

Rule 5. Closed Sessions

(a) Motion to Enter Closed Session. The board may enter a closed session from which the public is excluded only upon a motion duly made and adopted in open session. The motion to enter closed session must cite one or more of the permissible bases for closed session listed in paragraph (b) of this rule. A motion to enter closed session under subparagraph (b)(1) or (b)(2) must contain the additional information specified in those provisions.

(b) Bases for Closed Session. A closed session is permissible under the following circumstances and no others:

- (1) To prevent the disclosure of information that is privileged or confidential under the law of North Carolina or of the United States or that does not constitute a public record within the meaning of Chapter 132 of the General Statutes. The motion to enter closed session must name or cite the law that renders the information confidential or privileged.
- (2) To consult with the county attorney or another attorney employed or retained by the county in order to preserve the attorney–client privilege. If the board expects to discuss a pending lawsuit with its attorney, the motion to enter closed session must name the parties to the lawsuit.
- (3) To discuss matters relating to (a) the location or expansion of industries or other businesses in the area served by the county or (b) the closure or realignment of a military installation. The board may reach agreement in closed session on a tentative list of economic development incentives to be offered in negotiations, but the approval of the signing of any economic development contract or commitment and the authorization of the payment of economic development expenditures must take place in open session.
- (4) To establish or instruct staff or agents concerning the county's position in negotiating the price or other material terms of an agreement to acquire real property by purchase, exchange, or lease.
- (5) To establish or instruct staff or agents concerning the amount of compensation or other material terms of an employment contract.



- (6) To consider the qualifications, competence, performance, character, fitness or conditions of appointment or employment of a public officer or employee or prospective public officer or employee, except when the individual in question is a member of the board or other public body or is being considered to fill a seat on the board or other public body. Final action to appoint or employ a public officer or employee must take place in open session.
- (7) To hear or investigate a charge or complaint by or against a public officer or employee. Final action discharging an employee or removing an officer must occur in open session.
- (8) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (9) To view a law enforcement recording released pursuant to G.S. 132-1.4A.
- (10) On any other basis permitted by law.

(c) Closed Session Participants. Unless the board directs otherwise, the county manager, county attorney, and clerk to the board may attend closed sessions of the board. No other person may attend a closed session unless invited by the board.

(d) Motion to Return to Open Session. Upon completing its closed session business, the board shall end the closed session by adopting a duly made motion to return to open session.

Rule 6. Meeting Minutes

(a) Minutes Required for All Meetings. The board must keep full and accurate minutes of all its meetings, including closed sessions. To be “full and accurate,” minutes must record all actions taken by the board. They should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record discussions of board members, though the board in its discretion may decide to incorporate such details into the minutes.

(b) General Accounts of Closed Sessions. In addition to minutes, the board must keep a general account of each closed session. The general account must be sufficiently detailed to provide a person not in attendance with a reasonable understanding of what transpired. The board may combine the minutes and general account of a closed session into one document, so long as the document contains both a complete record of actions taken, and the level of detail required for a general account.

(c) Sealing Closed Session Records. Minutes and general accounts of closed sessions shall be sealed until unsealed by order of the board or, if the board delegates the authority to unseal to one or more staff members, in accordance with guidelines adopted by the board. The sealed



minutes and general account of any closed session may be withheld from public inspection, so long as public inspection would frustrate the purpose(s) of the closed session.

Rule 7. Broadcasting and Recording Meetings

(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a board meeting that must take place in open session. Except as provided in paragraph (b) of this rule, any radio or television station may broadcast any such part of a board meeting.

(b) Equipment Placement. The staff may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a board meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the county manager determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the county manager may require the pooling of the equipment and the personnel operating it.

Part IV. Organization of the Board

Rule 8. Organizational Meeting; Selection of Chair and Vice Chair

(a) Requirement to Hold Organizational Meeting. The board shall hold an organizational meeting each December to take the actions set out in this rule.

(b) Scheduling Organizational Meeting

- (1) *Even-numbered years.* The board shall hold an organizational meeting at its regular meeting place on the first Monday in December of each even-numbered year. [The organizational meeting shall be convened and concluded before the regular December meeting is convened.]
- (2) *Odd-numbered years.* The board shall hold an organizational meeting during its first regular meeting in December.

(c) Order of Business

- (1) *Even-numbered years*
 - As the first order of business at the organizational meeting, all persons elected or reelected to the board at the most recent county election must take and subscribe the oath of office set out in Article VI, Section 7, of the North Carolina Constitution,



unless they did so earlier in the day. They must then take the General Oath prescribed by G.S. 11-11. Each member's constitutional oath must be filed with the clerk to the board. Although a newly elected or reelected member who has not yet been sworn and who is not present for the organizational meeting may be sworn in later, the member must take, subscribe, and file the constitutional oath and take the G.S. 11-11 oath before he or she begins performing any of the duties of the member's office.

- As the second order of business, the board shall elect a chair and vice chair from among its members using the procedure specified in Rule 38 (Appointments.)
- As the third order of business, the board shall approve the bonds of the register of deeds and induct any other newly elected county officials into office.

(2) *Odd-Numbered Years.* As the first order of business, the board will elect the chair and vice chair.

(d) Presiding Officer. The outgoing chair shall call the organizational meeting to order and preside until the board elects a new chair. If the organizational meeting takes place during an even-numbered year in which the outgoing chair has lost his or her seat on the board, the county manager shall fill the role of presiding officer until a new chair is elected. Once elected, the new chair shall preside.

Rule 9. Terms of the Chair and Vice Chair

The member selected as chair at the organizational meeting shall serve for the ensuing year unless removed by the board for cause. The vice chair shall serve at the board's pleasure.

Part V. Types of Meetings

Rule 10. Regular Meetings

(a) Regular Meeting Schedule. The board shall hold a regular meeting (Agenda Work Session) on the first Monday of each month, in the Multipurpose Room of the Government Center (65 Church Street Concord, NC) beginning at 4:00 p.m. The board will also hold a regular meeting on the third Monday of each month, in the board chambers of the Government Center (65 Church Street Concord, NC) to begin at 6:30 p.m., except if a regular meeting day is on a holiday on which county offices are closed. The board will then determine the next meeting date and have it published according to N.C.G.S. timeline. The board shall adopt a resolution establishing the meeting schedule each year consistent with this rule. For purposes of these rules, any meeting that appears on the board's duly adopted schedule is considered a regular



meeting. (In all other cases, a work session is a special meeting to which the provisions of Rule 11(Special Meetings) apply.)

(b) Notice of Regular Meeting Schedule. The board must ensure that a copy of its current regular meeting schedule is filed with the clerk to the board and posted on the county's website. At least 10 days before the first regular meeting held pursuant to the schedule, the board must cause the schedule to be published as required by law.

(c) Change to Regular Meeting Schedule. The board may adopt a resolution altering the time or place of a particular regular meeting or all regular meetings within a specified period. The board must ensure that the resolution is filed with the clerk to the board at least seven (7) calendar days before the first meeting held pursuant to the revised schedule. The board must also have the revised schedule posted on the county's website. Additionally, the board must cause notice of the temporary change to be posted at or near its regular meeting place and to be sent to everyone who has submitted a written request for notice of its special meetings.

Rule 11. Special Meetings

(a) Calling Special Meetings. The chair or a majority of members may call a special meeting of the board by signing a written notice stating the date, time, and place of the meeting and the subjects to be considered.

(b) Notice to the Public. At least forty-eight hours before a special meeting, the board shall cause the written notice to be (1) posted on the board's principal bulletin board or, if the board has no such bulletin board, at the door of the board's usual meeting room and (2) delivered, emailed, or mailed to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the clerk to the board. If the board's website is maintained by one or more county employees, the board must also have the notice posted there prior to the special meeting. Furthermore, the member or members who call a special meeting are responsible for ensuring that the notice is posted on the courthouse bulletin board at least forty-eight (48) hours before the meeting.

(c) Notice to Members. At least forty-eight (48) hours before a special meeting, the chair or the members who called the meeting shall have the written notice of the meeting delivered to the other members of the board or left at their usual dwelling places.

(d) Transacting Other Business. Only those items of business specified in the notice to members may be taken up at a special meeting.

Rule 12. Emergency Meetings

(a) Calling Emergency Meetings. The chair or a majority of the board's members may call an



emergency meeting to address generally unexpected circumstances that demand the board's immediate attention.

(b) Notice of Emergency Meetings. The member or members who call an emergency meeting must take reasonable action to inform the other members of the board and the public of the meeting. In addition, notice of the meeting must be given to each local newspaper, local wire service, local radio station, and local television station that has filed with the clerk to the board a written request to be notified of emergency meetings. To be valid, the request must include the newspaper's, wire services, or station's telephone number. Notice may be given by telephone, email, or the same method used to notify board members. Notice must be provided immediately after members have been notified and at the expense of the media organization notified. Transaction of Other Business Prohibited. Only business connected with the emergency may be discussed or otherwise considered at an emergency meeting.

Rule 13. Recessed Meetings

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the board may recess the meeting to another date, time, or place by a procedural motion made and adopted in open session, as provided in Rule 32 (Motion 3 - To Recess to a Certain Time and Place.) The motion must state the time (including the date if the meeting will resume on a different day) and place at which the meeting will reconvene.

(b) Notice of Recessed Meetings. If the board's website is maintained by one or more county employees, notice of the recessed meeting's date, time, and place must appear on the webpage prior to the meeting. No further notice of a properly called recessed meeting is required.

Rule 14. Limited Authority to Meet Outside the County

The board must hold all its meetings within the county except for the following:

- a joint meeting of the board with another public body, if the joint meeting is held within the political subdivision represented by the other public body,
- a retreat, forum, or similar gathering held solely to provide board members with general information relating to the performance of their duties, so long as members do not vote or otherwise transact business during the event,
- a meeting between the board and the local legislative delegation during a session of the General Assembly, provided board members do not vote or otherwise transact public business during the meeting except with regard to matters pertaining directly to legislation proposed to or pending before the General Assembly; and
- a convention, association meeting, or similar gathering but only if board members confine



their deliberations to event-related issues that are not legally binding on the board or its constituents, such as convention resolutions and the elections of association officers.

Part VI. Agenda

Rule 15. Agenda

(a) Draft Agenda

- (1) *Preparation.* The [clerk to the board] shall prepare a draft agenda in advance of each meeting of the board. For a regular meeting, a request to have an item of business placed on the draft agenda must be received by the clerk at least eight working days before the date of the meeting.
- (2) *Supplemental information/materials.* The agenda packet shall include the draft agenda, any proposed ordinances, or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda.
- (3) *Delivery to board members.* Except in the case of an emergency meeting, each member shall receive a paper or electronic copy of the draft agenda and agenda packet at least forty-eight (48) hours before the meeting.
- (4) *Public inspection.* The draft agenda and agenda packet will be available to the public when they are ready to be circulated.

(b) Adoption of the Agenda

- (1) *Adoption.* As its first order of business at each meeting, the board shall review the draft agenda, make whatever revisions it deems appropriate, and adopt the agenda for the meeting.
- (2) *Amending the agenda.* Both before and after the board adopts the agenda, it may add or subtract agenda items by majority vote of the members present and voting, except that:
 - the board may not add to the items stated in the notice of a special meeting unless the requirements in Rule 11(d - Transacting Other Business) are satisfied and
 - only business connected with the emergency may be discussed or otherwise considered at an emergency meeting.

(c) Consent Agenda. The board may designate part of an agenda for a regular meeting as the *consent agenda*. Items may be placed on the consent agenda by the person(s) charged with preparing the draft agenda if they are judged to be noncontroversial and routine. Prior to the board's adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to unfinished business must be honored by the board. All items on the consent



agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote for each item.

(d) Informal Discussion of Agenda Items. The board may informally discuss an agenda item even when no motion regarding that item is pending.

Rule 16. Acting by Reference to Agenda or Other Document

The board shall not deliberate, vote, or otherwise take action on any matter by reference to the agenda or any other document unless copies of the agenda or document are available for public inspection at the meeting and so worded that people at the meeting can understand what is being deliberated or acted upon.

Rule 17. Agenda Items from Members of the Public

If a member of the public wishes to request that the board include an item on its regular meeting agenda, he or she must submit the request to the clerk to the board by the deadline specified in Rule 15(Agenda) (a – Draft Agenda) (1- Preparation). The board is not obligated to place an item on the agenda merely because such a request has been received.

Rule 18. Order of Business

Items shall be placed on a regular meeting agenda according to the order of business. The usual order of business for each regular meeting shall include the following topics and any others the clerk feels necessary to complete board business:

- Approval or Correction of Minutes
- Approval of the Agenda,
- Recognitions and Presentations
- Informal Public Comments
- Old Business,
- Consent Agenda,
- New Business,
- Appointments,
- Reports,
- General Comment by Board Members
- Water & Sewer District of Cabarrus County



- Closed Session
- Adjourn

Without objection, the chair may call agenda items in any order most convenient for the dispatch of business. Rule 19 (Role of the Presiding Officer).

Rule 19. The Chair

(a) Presiding Officer. The chair shall preside at meetings of the board.

(b) Voting by the Chair. The chair has the same duty to vote as other members, though in no event may the chair break a tie on a motion on which he or she has already voted.

(c) Recognition of Members. A member must be recognized by the chair or (or other presiding officer) in order to address the board, but recognition is not necessary for an appeal pursuant to Rule 32 (Motion 1- To Appeal a Ruling of the Presiding Officer).

(d) Powers as Presiding Officer. As presiding officer, the chair is to enforce these rules and maintain order and decorum during board meetings. The chair may:

- (1) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes,
- (2) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground,
- (3) entertain and answer questions of parliamentary procedure,
- (4) call a brief recess at any time; and
- (5) adjourn in an emergency.
- (6) call a brief recess at any time; and
- (7) adjourn in an emergency.

(e) Appeals of Procedural Rulings. A member may appeal a decision made or answer given by the chair under subparagraph (d)(1), (2), or (3) in accordance with Rule 32 (Motion 1 - To Appeal a Ruling of the Presiding Officer).

Rule 20. Presiding Officer in the Chair's Absence

The vice chair shall preside over meetings of the board in the chair's absence. If both the chair and vice chair are absent, the members present may choose a temporary chair from among themselves. The vice chair or other member presiding in place of the chair has the powers listed in Rule 19(d - Powers as Presiding Officer). Service as presiding officer does not relieve



the vice chair or other member of the duty to vote on all questions except as excused from voting pursuant to Rule 29 (Duty to Vote).

Rule 21. When the Presiding Officer Is Active in Debate

If the chair becomes active in debate on a particular proposal, he or she may have the vice chair preside during the board's consideration of the matter. If the vice chair is absent or is also actively debating the matter, the chair may designate another member to preside until the matter is concluded. Similarly, if while presiding, the vice chair or temporary chair wishes to join in debating a topic, he or she may designate another member to preside for the duration of the board's consideration of the matter.

Part VII. Motions and Voting

Rule 22. Action by the Board

Except as otherwise provided in these rules, the board shall act by motion. Any member may make a motion.

Rule 23. One Motion at a Time

A member may make only one motion at a time.

Rule 24. Withdrawal of Motion

The member who introduces a motion may withdraw the motion unless the motion has been amended or put to a vote.

Rule 25. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.

Rule 26. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.



Rule 27. Changing a Vote

A member may change his or her vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change his or her vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Rule 28. Duty to Vote

(a) Duty to Vote. Every board member must vote except when excused from voting as provided by this rule.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to board members. Members may also be excused from voting when prohibited from voting under G.S. 14-234 (contract providing direct benefit to member), G.S. 153A-340(g) (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on member), or G.S. 160A-388(e) (2) (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Any further questions about whether a basis for excusal exists should be directed to the county attorney.

(c) Procedure for Excusal

- (1) *At the member's request.* Upon being recognized at a duly called meeting of the board, a member who wishes to be excused from voting shall so inform the presiding officer, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.
- (2) *On the board's initiative.* Even when a member has not asked to be excused from voting on a matter, a majority of the remaining members present may by motion and vote excuse the member from voting if the member is prohibited from voting under paragraph (b).

(d) Consequence of Non-Excused Failure to Vote. If a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided:

- (1) the member is physically present in the meeting room or
- (2) the member has physically withdrawn from the meeting room without being excused by



majority vote of the remaining members present.

Rule 29. Voting by Written Ballot

(a) Secret Ballots Prohibited. The board may not vote by secret ballot.

(b) Rules for Written Ballots. The board may decide by majority vote or unanimous consent to vote on a motion by written ballot. Each member must sign his or her ballot, and the minutes must record how each member voted by name. The ballots must be made available for public inspection in the office of the clerk to the board immediately following the meeting at which the vote took place and remain there until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 30. Substantive Motions

A substantive motion is not in order if made while another motion is pending. Once the board disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting, unless it first adopts a motion to reconsider pursuant to Rule 32 (Motion 14 – To Reconsider).

Rule 31. Procedural Motions

(a) Certain Motions Allowed. The board may consider only those procedural motions listed in this rule. Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that:

- any procedural motion other than an appeal under Motion 1 (To Appeal a Ruling of the Presiding Officer) is subject to amendment as provided in Motion 12 (To Amend), and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 9 (To End Debate [Call the Previous Question]).

When several procedural motions are pending, voting must begin with the procedural motion highest in priority, except that a motion to amend or end debate on the highest priority motion must be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of



parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. The board must be out of closed session before adjourning any meeting.

Motion 3. To Recess to a Certain Time and Place. This motion may be used to call a recessed meeting as permitted under Rule 13 (Recessed Meetings). The motion must state the time (including the date if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the board is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is proposed; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to at least a quorum of the board. The board may not suspend provisions in these rules that are required under state law.

Motion 7. To Divide a Complex Motion. This motion is in order whenever a member wishes to consider and vote on parts of a complex motion separately. The member who makes this motion must specify how the complex motion will be divided.

Motion 8. To Defer Consideration. The board may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the board votes to revive it pursuant to Motion 13 (To Revive Consideration) within 100 days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 9. To End Debate (Call the Previous Question). If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 10. To Postpone to a Certain Time. This motion may be employed to delay the board's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the board may not take



up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6 (To Suspend the Rules).

Motion 11. To Refer a Motion to a Committee. The board may vote to refer a substantive motion to a committee for study and recommendations. While the substantive motion is pending before the committee, the board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6 (To Suspend the Rules). If the committee fails to report on the motion within 60 days of the referral date, the board must take up the motion if asked to do so by the member who introduced it.

Motion 12. To Amend.

- (a) **Germaneness.** A motion to amend must concern the same subject matter as the motion it seeks to alter.
- (b) **Limit on Number of Motions to Amend.** When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.
- (c) **Amendments to Ordinances.** Any amendment to a proposed ordinance must be reduced to writing before the vote on the amendment.

Motion 13. To Revive Consideration. The board may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 8 (To Defer Consideration), provided it does so within 100 days of its vote to defer consideration.

Motion 14. To Reconsider. The board may vote to reconsider its action on a matter, provided the motion to reconsider is made (a) at the same meeting during which the action to be reconsidered was taken and (b) by a member who voted with the prevailing side. For purposes of this motion, “the same meeting” includes any continuation of a meeting through a motion to recess to a certain time and place (Motion 3 – To Recess to a Certain Time and Place). The motion is not in order if it interrupts the board’s deliberation on a pending matter.

Motion 15. To Rescind. The board may vote to rescind an action taken at a prior meeting provided rescission is not forbidden by law.

Motion 16. To Prevent Reintroduction for [Six] Months. This motion may be used to prevent the reintroduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion’s defeat. To be adopted, this motion must receive affirmative votes equal to at least a quorum of the board. If this motion is adopted, the ban on reintroduction remains in effect for [six] months or until the board’s next



organizational meeting in an even-numbered year, whichever occurs first.

Part VIII. Ordinances and Contracts

Rule 32. Introduction of Ordinances

For purposes of these rules, the “date of introduction” for a proposed ordinance is the first date on which the board actually considers the proposed ordinance.

Rule 33. Adoption, Amendment, and Repeal of Ordinances

(a) Form of Proposed Ordinances. The board may not adopt a proposed ordinance unless it has been reduced to writing and distributed to members before the vote is taken.

(b) Adoption of Ordinances Not Subject to Public Hearing Requirements.

- (1) *Approval on date of introduction.* To be adopted at the meeting where first introduced, an ordinance or any action having the effect of an ordinance must receive the affirmative votes of all members of the board. If the measure receives a majority of votes cast on the date of introduction but not the unanimous support of all members, the board must take it up again at its next regular meeting.
- (2) *Approval after date of introduction.* At its first regular meeting following the date of introduction or at any meeting thereafter within 100 days of the date of introduction, the board may adopt the proposed ordinance or action having the effect of an ordinance by a majority of votes cast, a quorum being present.

(c) Adoption of Ordinances Subject to Public Hearing Requirements.

- (1) *The budget ordinance or budget amendments.* Rule 35 (Adoption of the Budget Ordinance) governs the approval of the budget ordinance and amendments.
- (2) *Other ordinances.* Following a required public hearing on a proposed ordinance, the board may adopt the measure by a majority of votes cast, a quorum being present, regardless of whether the vote occurs on the date of introduction.

(d) Amendment and Repeal of Ordinances. The same voting requirements that govern the adoption of proposed ordinances also apply to the amendment or repeal of an ordinance.

Rule 34. Adoption of the Budget Ordinance

(a) Special Rules for the Adoption or Amendment of the Budget Ordinance.

Notwithstanding any provision in general law or any local act,



- (1) the board may adopt or amend the budget ordinance at a regular or special meeting of the board by a majority of those members present and voting, a quorum being present,
- (2) no action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the board; and
- (3) the adoption or amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any local act concerning initiative or referendum.

(b) Notice Requirements for Budget Meetings. During the period beginning with the submission of the budget to the board and ending with the adoption of the budget ordinance, the board may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law or these rules concerning the call of special meetings applies during that period, so long as

- (1) each member of the board has actual notice of each special meeting called for the purpose of considering the budget and
- (2) no business other than consideration of the budget is taken up.

(c) No Authority for Closed Sessions. This rule shall not be construed to authorize the board to hold closed sessions on any basis other than the grounds set out in Rule 5 (Closed Session).

Part IX. Public Hearings and Comment Periods

Rule 35. Public Hearings

(a) Calling Public Hearings. In addition to holding public hearings required by law, the board may hold any public hearings it deems advisable. The board may schedule hearings or delegate that responsibility to county staff members, as appropriate, except when state law directs the board itself to call the hearing. If the board delegates scheduling authority, it must provide adequate guidance to assist staff members in exercising that authority.

(b) Public Hearing Locations. The board may hold public hearings anywhere within the county.

(c) Notice of Public Hearings. Any public hearing at which a quorum of the board is present shall be considered part of a regular or special meeting. Consequently, the relevant notice and related requirements of the open meetings law, as set out in Rules 10 through 13 (Types of Meetings), apply to such hearings. Some statutes mandate additional notice for particular types of hearings, and such notice must be provided together with the notice required by the open meetings law.



(d) Rules for Public Hearings. The board may adopt reasonable rules for public hearings that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups of persons supporting or opposing the same positions,
- provide for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the meeting room (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the meeting room to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(e) Continuing Public Hearings. The board may continue any public hearing without further advertisement to a certain time and place, provided the time (including the date, if the hearing will resume on a different day) and place of the continued hearing are announced in open session. Except for hearings conducted pursuant to paragraph (g), if a quorum of the board is not present for a properly scheduled public hearing, the hearing must be continued until the board's next regular meeting without further advertisement.

(f) Conduct of Public Hearings. At the time appointed for the hearing, the chair shall call the hearing to order and proceed to allow public input in accordance with any rules adopted by the board for the hearing. Unless the board votes to extend the hearing, when the time allotted for the hearing expires, or when no one wishes to speak who has not done so, the chair shall declare the hearing closed, and the board shall resume the regular order of business.

(g) Public Hearings by Less Than a Majority of Board Members. Nothing in this rule prevents the board from appointing a member or members to hold a public hearing on the board's behalf, except when state law requires that the board itself conduct the hearing.

Rule 36. Public Comment Periods

(a) Frequency of Public Comment Periods. The board must provide at least one opportunity for public comment each month at a regular meeting.

(b) Rules for Public Comment Periods. The board may adopt reasonable rules for public comment periods that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups supporting or opposing the same positions,



- provide for the selection of delegates from groups supporting or opposing the same positions when the number of persons wishing to attend the public comment period exceeds the capacity of the meeting room (so long as arrangements are made for those excluded from the meeting room to listen to the public comment period), and
- provide for the maintenance of order and decorum in the conduct of the public comment period.

(c) Content-Based Restrictions Generally Prohibited. The board may not restrict speakers based on subject matter, as long as their comments pertain to subjects within the board's real or apparent jurisdiction.

Part X. Appointments and Appointed Bodies

Rule 37. Appointments

(a) Appointments in Open Session. The board must consider and make any appointment to another body or, in the event of a vacancy on the board, to its own membership in open session.

(b) Nomination and Voting Procedure for Appointed Bodies. The board shall use the following procedure to appoint individuals to bodies over which it has the power of appointment. The chair shall open the floor for nominations, whereupon board members may put forward and debate nominees. When debate ends, the chair shall call the roll of the members, and each member shall cast a vote for his or her preferred nominee. The voting shall continue until a nominee receives a majority of votes cast during a single balloting.

(c) Nomination and Voting Procedure to Fill a Vacancy on the Board. The board shall use the following procedure to fill a vacancy on the board, except as superseded by the provisions of NCGS § 153A-27. If the member being replaced was elected as the nominee of a political party, then his or her replacement must belong to the same party.

Upon receipt of notification that the board has a vacancy to fill, the clerk shall make reasonable efforts to notify the public of the vacancy to be filled. The notification will include the following:

1. Posting to the County website notice of the vacancy and instructions for submitting applications.
2. Press release to the newspaper of general circulation and all media outlets included on the County's sunshine list.
3. Such other reasonable notification designed to notify the public that the board is considering the filling of a vacancy (e.g., social media posts).



4. Email to the local political organization that the departing commissioner was a member of. The executive committee of the local party shall be given instructions on providing candidate recommendations to the board for consideration.

All notifications shall advise the public of the vacancy to be filled by the board and shall invite members of the public to submit applications. They shall also advise the public of the meeting date when the board shall consider the applications and proceed to fill the vacancy. Applications shall be made available at the County's website and in the clerk's office. To be considered, the application must be received by the clerk's office no later than 5:00 p.m. on the Friday preceding the meeting where the vacancy will be considered by the board.

The chair shall open the floor to nominations, whereupon each board member may nominate one possible appointee. Upon the closing of nominations, each board member - by written ballot - will vote for the candidates on a scale of 1 to X (with "X" being the total number of nominees and highest number of points).

Each board member must write down a number of 1 through X for each candidate without using the same number twice. Consistent with the general voting policy, each board member must vote for each candidate using this process unless excused by the board due to a conflict of interest disclosed before written ballots are distributed and voting begins.

Voting will be written ballot. There will be only one vote. Once voting has concluded, each ballot will be checked for compliance and legibility. A board member will be given the chance to correct illegible handwriting. Only compliant ballots will be counted. All ballots shall be announced public.

The candidate with the highest number of points (based on the number of compliant ballots) shall be the appointee and sworn-in as soon as possible.

In the event of a tie, the tie shall be broken in favor of the candidate who received the most top scores. If a tie still results, the tiebreaker will be who received the most second highest score. This tie-break process will continue in similar fashion until a winner can be declared.

(d) Multiple Appointments. If the board is making more than one appointment to a body, each member shall have as many votes in each balloting as there are slots to be filled, and the votes of a majority of the total number of members voting shall be required for each appointment. No member may cast more than one vote for the same candidate for the same position during a single balloting.

(e) Vote by Written Ballot. The board may vote on proposed appointments by written ballot in accordance with Rule 30 (Voting by Written Ballot).



Rule 38. Committees and Boards

(a) Establishment and Appointment. The board may establish temporary and standing committees, boards, and other bodies to help carry on the work of county government. Unless otherwise provided by law or the board, the power of appointment to such bodies lies with the board.

(b) Open Meetings Law. The requirements of the open meetings law apply whenever a majority of an appointed body's members gather in person or simultaneously by electronic means to discuss or conduct official business.

(c) Procedural Rules. The board may prescribe the procedures by which the county's appointed bodies operate, subject to any statutory provisions applicable to particular bodies. In the absence of rules adopted by the board, an appointed body may promulgate its own procedural rules, so long as they are in keeping with any relevant statutory provisions and generally accepted principles of parliamentary procedure.

Part XI. Miscellaneous

Rule 39. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting for which amendment of the rules is one of the meeting's stated purposes. Any amendment to these rules must be consistent with any relevant statutes and generally accepted principles of parliamentary procedure. To be adopted, a motion to amend these rules must be approved by a majority of the board's members.

Rule 40. Reference to Robert's Rules of Order Newly Revised

The board shall refer to *Robert's Rules of Order Newly Revised* for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted *Robert's*, the chair shall make a ruling on the issue subject to appeal to the board under Rule 32 (Motion 1 – To Appeal a Ruling of the Presiding Officer).

Rule 41. One Hour Rule

Any member's proposals or inquiries, including items to be added to a meeting agenda, shall not involve, or receive more than one (1) hour of staff time, unless the entire board is made aware of the proposal or inquiry. The purpose of this rule is to facilitate transparency and communication and focus staff time on priorities of the entire board. Such proposals or inquiries shall be transmitted through the County manager to the appropriate staff member or department.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the January 20, 2026 regular meeting is attached.

REQUESTED ACTION:

Recommended Motion:

Motion to approve the agenda for the January 20, 2026 regular meeting as presented.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▮ Proposed January 20, 2026 Regular Meeting Agenda



CABARRUS COUNTY

BOARD OF COMMISSIONERS REGULAR MEETING

**January 20, 2026
6:00 PM**

CALL TO ORDER BY THE CHAIRMAN

PLEDGE OF ALLEGIANCE

INVOCATION

- A. APPROVAL OR CORRECTIONS OF MINUTES**
- B. APPROVAL OF THE AGENDA**
- C. INFORMAL PUBLIC COMMENTS**
- D. OLD BUSINESS**
- E. 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 - Soccer Complex Contract Addendum
- 2. Boards and Committees - Early Childhood Task Force Advisory Board - Removal
- 3. Boards and Committees - Fair Advisory Commission - Appointment
- 4. Boards and Committees - Fair Advisory Commission - Appointment
- 5. Boards and Committees - Home and Community Care Block Grant (HCCBG) Advisory Committee - Removal
- 6. Boards and Committees - Home and Community Care Block Grant (HCCBG) Advisory Committee - Appointment
- 7. Boards and Committees - Home and Community Care Block Grant (HCCBG)

Advisory Committee - Appointment

8. Boards and Committees - Human Services Advisory Board - Appointment
9. Boards and Committees - Tourism Authority - Appointment
10. BOC - 2026 Commissioner Board Appointments
11. BOC - Appointment Policy
12. BOC - Economic Development Grant Program
13. BOC - Public Participation Policy
14. BOC - Rules of Procedure
15. County Manager - Consideration for Support of Coalition Against Bigger Trucks (CABT)
16. County Manager - Opioid Settlements Overview and Proposed Spending Authorization
17. County Manager - Resolution Establishing the Regional Behavioral Health Center Advisory Board
18. County Manager- Resolution for Maintenance of Stallings Road
19. DHS - Behavioral Health Center
20. DHS- Social Services Family Support Cabarrus Health Alliance Grant Funds - Elevate
21. DHS - Social Services - Transfer Furniture to Cabarrus Health Alliance
22. Human Resources - Agreement for Professional Recruitment Services
23. Legal - Conveying Two Properties to the Board of Education
24. Legal - Extension of Lease, St. Stephens Church Rd. Property
25. Tax Administration - Refund and Release Reports – December 2025

F. NEW BUSINESS

1. Active Living and Parks - Vietnam Veterans Park

G. REPORTS

1. BOC - Receive Updates From Commission Members Who Serve As Liaisons To Municipalities Or On Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. Budget - Monthly Budget Amendment Report
4. Budget - Monthly Financial Update
5. Communications and Outreach - Monthly Summary Report
6. County Manager - Cabarrus Arena and Events Center Financial Report
7. County Manager - Monthly Building Activity Reports
8. EDC - November 2025 Monthly Summary Report
9. Fire Marshal - Cabarrus County Fire Services Monthly Report
10. Super Cab Co - Monthly Report

H. GENERAL COMMENTS BY BOARD MEMBERS

I. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

J. CLOSED SESSION

K. 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 WORK SESSION

**January 5, 2026
5:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Consult with Attorney, Economic Development and Personnel

BRIEF SUMMARY:

A closed session is needed to consult with attorney, economic development and personnel as authorized by NCGS 143-318.11(a)(3), (4) and (6).

REQUESTED ACTION:

Motion to go into closed session to consult with attorney, economic development and personnel as authorized by NCGS 143-318.11(a)(3), (4) and (6).

EXPECTED LENGTH OF PRESENTATION:

1 Hour or More

SUBMITTED BY:

On behalf of the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
