

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### MISSION STATEMENT

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

### CALL TO ORDER BY THE CHAIRMAN

### PRESENTATION OF COLORS

### INVOCATION

#### **A. APPROVAL OR CORRECTIONS OF MINUTES**

1. Approval or Correction of Meeting Minutes Pg. 4

#### **B. APPROVAL OF THE AGENDA**

1. BOC - Changes to the Agenda Pg. 17

#### **C. RECOGNITIONS AND PRESENTATIONS**

1. Active Living and Parks - NC Department of Health and Human Services - Division of Aging Award Pg. 19
2. Active Living and Parks - July - Parks and Recreation Month Proclamation Pg. 20
3. Rowan-Cabarrus Community College (RCCC) - 60th Anniversary Proclamation Pg. 24

#### **D. INFORMAL PUBLIC COMMENTS**

#### **E. OLD BUSINESS**

#### **F. CONSENT AGENDA**

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

1. Appointments - Cabarrus County Board of Equalization and Review Pg. 27
2. Appointments - Centralina Workforce Development Board Pg. 32
3. Appointments - Early Childhood Task Force Advisory Board Pg. 37
4. Appointments - Human Services Advisory Board Pg. 43
5. Appointments - Water and Sewer Authority of Cabarrus County Pg. 47
6. Appointments and Removals - Juvenile Crime Prevention Council Pg. 52
7. Appointments and Removals - Public Health Authority of Cabarrus County Pg. 62
8. Appointments and Removals - Cabarrus County Tourism Authority Pg. 70
9. Appointments and Removals - Transportation Advisory Board Pg. 77
10. (Appointments) and Removals - Youth Commission Pg. 83
11. Active Living and Parks - New Pool Contract Pg. 88
12. BOC - NACo Voting Credentials - 2024 Annual Conference Pg. 109
13. County Manager - Opioid Settlement Strategic Funding Plan - Cabarrus County Pg. 110
14. Department of Social Services - FY 25 Home and Community Care Block Grant Funding Plan Pg. 161
15. Finance - Governmental Accounting Standards Board (GASB) 87 and 96 Budget Amendments Pg. 218
16. Finance - Budget Amendment for Interest Received on Grant Project Pg. 222
17. Finance - Year End Budget Amendments - Multi-Year and Annual Funds Pg. 225
18. Juvenile Crime Prevention Council - Approval of JCPC FY2024-25 Certification Pg. 238
19. Tax Administration - Refund and Release Reports – May 2024 Pg. 250

#### **G. NEW BUSINESS**

1. County Manager - FY 2025 Economic Development Allocation - Public Hearing 6:30 p.m. Pg. 261
2. Finance - Refinancing of Draw Program - Public Hearing 6:30 p.m. Pg. 264
3. Library - Cannon Foundation Grant Pg. 360
4. County Manager - Adoption of the Fiscal Year 2025 Budget Pg. 362

#### **H. REPORTS**

1. BOC - Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees Pg. 374
2. BOC - Request for Applications for County Boards/Committees Pg. 375
3. Budget - Monthly Budget Amendment Report Pg. 389
4. Budget - Monthly Financial Update Pg. 405
5. Communications and Outreach - Monthly Summary Report Pg. 411
6. County Manager - Cabarrus Arena and Events Center Financial Report Pg. 415
7. County Manager - Monthly Building Activity Reports Pg. 459
8. EDC - May 2024 Monthly Summary Report Pg. 468

#### **I. GENERAL COMMENTS BY BOARD MEMBERS**

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



**K. CLOSED SESSION**

1. Closed Session - Acquisition of Real Property and Personnel Pg. 470

**L. ADJOURN**

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Approval or Correction of Minutes

### **SUBJECT:**

Approval or Correction of Meeting Minutes

### **BRIEF SUMMARY:**

The following meeting minutes are provided for correction or approval:

March 18, 2024 (Regular Meeting)

### **REQUESTED ACTION:**

Motion to approve the aforementioned meeting minutes as presented.

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

### **SUBMITTED BY:**

Lauren Linker, Clerk to the Board

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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### **ATTACHMENTS:**

▢ March Regular Meeting

The Board of Commissioners for the County of Cabarrus met in regular session in the Commissioners' Meeting Room at the Cabarrus County Governmental Center in Concord, North Carolina at 6:30 p.m. on Monday, March 18, 2024.

Public access to the meeting could also be obtained through the following means:

live broadcast at 6:30 p.m. on Channel 22  
<https://www.youtube.com/cabarruscounty>  
<https://www.cabarruscounty.us/cabcotv>

Present - Chairman: Stephen M. Morris  
 Vice Chairman: Lynn W. Shue  
 Commissioners: Christopher A. Measmer  
 Timothy A. Furr  
 Kenneth M. Wortman

Also, present were Mike Downs, County Manager; Richard M. Koch, County Attorney; Rodney Harris, Deputy County Manager; Kelly Sifford, Assistant County Manager; and Lauren Linker, Clerk to the Board.

Chairman Morris called the meeting to order at 6:30 p.m.

Chairman Morris led the Pledge of Allegiance.

A moment of silence was observed.

**(A) APPROVAL OR CORRECTIONS OF MINUTES**

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Furr and unanimously carried, the Board approved the minutes of September 18, 2023 (Regular Session), November 6, 2023 (Work Session), November 20, 2023 (Regular Meeting), December 4, 2023 (Work Session), and December 18, 2023 (Regular Session) as presented.

**(B) APPROVAL OF THE AGENDA**

Addition:

Closed Session

K-1 Closed Session - Pending Litigation, Economic Development

C-4 Recognitions and Presentations - A proclamation for child abuse prevention month

Removed:

Old Business

E-1 County Manager - Restructure Department of Social Services Legal Services

**UPON MOTION** of Commissioner Measmer, seconded by Vice Chairman Shue and unanimously carried, the Board approved the agenda as amended.

Chairman Morris recognized Muhammad Kamran, Youth Commission, Central Cabarrus High School, who was in attendance.

**(C) RECOGNITIONS AND PRESENTATIONS**

**(C-1) Proclamation - National County Government Month April 2024**

Chairman Morris read the proclamation aloud.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board adopted the proclamation.

Proclamation No.2024-03

National County Government Month - April 2024  
 "Counties Matter"

WHEREAS, the nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives; and

WHEREAS, Cabarrus County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Mary Jo McGuire, NACo is highlighting county leadership through the lens ForwardTogether, celebrating the role of county governments in connecting, inspiring and leading as intergovernmental partners; and

WHEREAS, that role includes a responsibility to inspire county residents to engage with their communities, and to lead by highlighting our strength as intergovernmental partners; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

NOW, THEREFORE, Cabarrus County Board of Commissioners, do hereby proclaim April 2024 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

Adopted this 18th day of March, 2024.

/s/ Stephen M. Morris  
Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

**(C-2) Proclamation - National Donate Life Month April 2024**

Vice Chairman Shue read the proclamation aloud.

**UPON MOTION** of Vice Chairman Shue, seconded by Commissioner Wortman and unanimously carried, the Board adopted the proclamation.

Proclamation No.2024-04

**NATIONAL DONATE LIFE MONTH 2024**

WHEREAS, more than 100,000 men, women and children in the United States currently need lifesaving organ transplants and more than 3,950 of those people are North Carolinians; and

WHEREAS, an average of 17 people awaiting transplants die each day because there is a severe shortage of donated organs; and

WHEREAS, every 9 minutes, another name is added to the national transplant waiting list; and

WHEREAS, providing facts about donation and dispelling misinformation and myths are key to increasing the number of people who sign up as donors; and

WHEREAS, the North Carolina Division of Motor Vehicles (NC DMV) plays a critical role with over five million North Carolinians in the state's donor registry having registered when receiving a driver's license or state ID card; and

WHEREAS, one organ donor can save the lives of up to eight people and improve many more lives through tissue and cornea donation; and

WHEREAS, North Carolinians are encouraged to get the facts about donation, discuss their wishes with their family and sign up as donors via the NC DMV or online at [www.donatelifenc.org/register](http://www.donatelifenc.org/register); and

WHEREAS, Residents of Cabarrus County have been touched by donation as recipients of life-saving transplants and as members of donor families who have literally given others a second chance at life; and

NOW, BE IT PROCLAIMED, that we, the members of the Cabarrus Board of County Commissioners do hereby proclaim the month of April 2024 to be

**NATIONAL DONATE LIFE MONTH**

In Cabarrus County and urge our residents to give serious thought to the importance of eye, organ and tissue donation and to consider joining the North

Carolina Donor Registry and further, to notify their family members that they have done so.

Adopted this 18th day of March 2024.

/s/ Stephen M. Morris  
Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

**(C-3) Proclamation - Week of the Young Child**

Aalece Pugh, Assistant County Manager read the proclamation aloud.

**UPON MOTION** of Commissioner Wortman, seconded by Vice Chairman Shue and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2024-05

PROCLAMATION  
WEEK OF THE YOUNG CHILD

WHEREAS, the Early Childhood Foundation of Cabarrus County along with the Cabarrus Partnership for Children, in conjunction with the North Carolina Association for the Education of Young Children (NCAEYC) and National Association for the Education of Young Children (NAEYC), are celebrating the Week of the Young Child™ April 6-12, 2024, and the Month of the Young Child throughout April; and

WHEREAS, these organizations are working to promote and inspire high quality early childhood experiences for our state's youngest citizens, that can provide a foundation of learning and success for children in Cabarrus County; and

WHEREAS, teachers and others who work with or on behalf of young children birth through age eight, who make a difference in the lives of young children in Cabarrus County deserve thanks and recognition; and

WHEREAS, public policies that support early learning for all young children are crucial to young children's futures and to the prosperity of our society.

NOW, BE IT PROCLAIMED, that the Cabarrus Board of County Commissioners for Cabarrus County, North Carolina, do hereby proclaim April 6-12, 2024, as

WEEK OF THE YOUNG CHILD™

In Cabarrus County and encourage all citizens to work to support and invest in early childhood in Cabarrus County.

Adopted this 18th day of March, 2024.

/s/ Stephen M. Morris  
Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

**(C-4) Proclamation - A Proclamation For Child Abuse Prevention Month**

Aalece Pugh, Assistant County Manager read the proclamation aloud.

**UPON MOTION** of Commissioner Furr, seconded by Commissioner Wortman and unanimously carried, the Board adopted the proclamation.

Proclamation No.2024-06

PROCLAMATION  
CHILD ABUSE PREVENTION MONTH

WHEREAS, children are vital to our state's future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, preventing child abuse and neglect is a community responsibility affecting both the current and future quality of life of a community;

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;

NOW, THEREFORE, BE IT RESOLVED, that the Cabarrus County Board of Commissioners does hereby proclaim April 2024 as

CHILD ABUSE PREVENTION MONTH

and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.

/s/ Stephen M. Morris

Stephen M. Morris, Chairman

Cabarrus County Board of Commissioners

**(D) INFORMAL COMMENTS**

Chairman Morris opened the meeting for Informal Public Comments at 6:45 p.m. He reviewed the public participation policy and stated each speaker would be limited to three minutes.

Jerry Anderson, a resident at 133 Kennedy Avenue, Kannapolis, commented on a Department of Human Services matter.

Jeeter Anderson, a resident at 133 Kennedy Avenue, Kannapolis, spoke regarding a Department of Human Services matter.

James L. Campbell, a resident at 4420 Falls Lake Drive SW, Concord, spoke regarding a Department of Human Services matter.

Megan Henderson, a resident at 8417 Wonderwood Lane, Harrisburg, commented on the Department of Human Services legal department.

Morgan White, a resident at 605 Dakota Street, Kannapolis, commented on the Department of Human Services legal representation.

Bonnie Gregory, a resident at 900 Hess Road, Concord, commented on the real estate revaluation.

Neil Talley, a resident at 1934 Stonewyck Avenue, Kannapolis, spoke on the real property revaluation.

Laura Blackwell Lindsey, a resident at 5807 Stratford Court, Harrisburg, spoke regarding the tax assessor's office.

Tracy Drye, a resident at 4700 Pless Road, Rockwell, commented on property values and taxes.

Rich Wise, a resident at 3403 Brickwood Circle, Midland, commented on the Cabarrus County elections.

Larry G. Pittman, a resident at 250 Roberta Road SW, Concord, spoke regarding the parks and recreation survey.

Wesley Huneycutt, a resident at 2700 Cal Bost Road, Midland, spoke about the Cabarrus County elections.

Amy Palacios, a resident at 3840 Grovesner Street, Harrisburg, commented on the Cabarrus County legal representation.

There was no one else to address the Board, therefore Chairman Morris closed that portion of the meeting.

**(E) OLD BUSINESS**

None.

**(F) CONSENT**

**(F-1) (Appointments) and Removals – Mental Health Advisory Board**

DHS Director Karen Calhoun retired in December 2023. Ms. Calhoun served as the DHS representative on the Mental Health Advisory Board since February 2018. Her term expired December 31, 2023. Del Eudy is no longer the Mayor for the Town of Mt. Pleasant, which he represented on the Mental Health Advisory Board. The term expires December 31, 2024.

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board removed Karen Calhoun from the roster and thanked her for her service.

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board removed Del Eudy from the roster and thanked him for his service.

**(F-2) Active Living and Parks – Senior Center General Purpose approved by Centralina AAA**

Centralina AAA has approved the Active Living and Parks Senior Center General Purpose proposal for FY24. The approved funds are \$310 more than in the budget and require a budget amendment. General purpose funds are reimbursements that require a 25% county match. The match is allocated as Active Living Center Staff Salary. These funds are used to provide free programming for participants during May – Older Americans Month.

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board adopted the budget amendment.

Budget Revision/Amendment Request

Date:3/18/2024

Amount:310.00

Dept. Head:Londa Strong

Department:Active Living & Parks

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Centralina AAA has approved our Senior Center General Purpose funding proposal at \$7,438. This amount is \$310 more than in the original FY24 budget. Proposals are submitted in October each year and require a 25% Cabarrus County match. The match of \$2,476 is reported as staff salary.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	8145-6364-SCGP	Senior Center General Purpose Reimbursement	7,128.00	(310.00)		7,438.00
001	9	8145-9417-SCGP	Senior Center General Purpose Expenditures	7,128.00	310.00		7,438.00

**(F-3) Cabarrus County Schools – Transfer Funds**

The Cabarrus County Schools Facilities and Maintenance Department (CCS FMD) has experienced additional costs due to severe water intrusion damage at W.M. Irvin Elementary. Because the damage has penetrated the insulation board and saturated the actual metal decking, many sections must be replaced to restore the structural integrity of the roof system. Due to the volatile nature of materials and labor costs, CCS FMD respectfully requested an additional \$147,675 to complete this project. Fortunately, a proposed solution was presented so that no additional funds from the County were necessary. Many projects come in unfavorable during bidding, but some come in favorable. CCS FMD proposed that we move portions of funding from more favorable bids to this project to cover the additional cost. The projects and proposed amounts to be reallocated are bulleted below. Although these projects are not completed, they have gone through the bid process and are waiting for equipment to be manufactured and delivered. Reducing the funded amounts in the projects listed below would leave enough funding to cover contingencies within these projects.

- Elevator Replacement – Concord High \$27,675
- Café Dehumidification – Mt Pleasant Middle \$60,000
- Gym Floor Replacement – Wolf Meadow Elementary \$60,000

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved Cabarrus County Schools the ability to transfer funds between the aforementioned deferred maintenance projects to accommodate the shortfall with the W.M. Irvin Elementary School Roofing Project.



**(F-4) County Manager- Proposal to Purchase Part of Hickory Ridge High School Property**

The Multiply Church in Harrisburg (also known as The Burg Church) approached the Cabarrus County School Board regarding the purchase of a portion of the Hickory Ridge High School property. The Cabarrus County School Board voted on September 18th, 2023, to allow the church to purchase 2-3 acres of the site. The property remains in Cabarrus County's name due to financing of the school. The church has offered \$52,000 based on an appraisal that considered the amount of floodplain on the property and the lack of access to the property from anywhere other than the school or the church. The tax department reviewed the appraisal and concurred. The county will follow the typical upset bid process to ensure the process is completed legally and will likely require legal to address the removal of property from a financed site.

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved to initiate the upset bid process.

**(F-5) Department of Human Services - Emergency Placement Fund - Child Welfare**

The Division of Social Services (DSS) recognized the current situation by locating the required residential treatment placement for children in DSS custody with complex behavioral health needs. As Local Management Entities (LME) continue to build the network of providers to meet this need, NC DSS has allocated \$2,291,667 in SFY 2023-2024 and \$5,500,000 in SFY 2024-2025 of the behavioral health investment in the 2023 budget and created a pilot program called DSS Emergency Placement Fund. These funds are intended to temporarily assist county departments of social services in addressing identified placement needs for children in the custody of the agencies who are awaiting a Medicaid treatment placement. While children await the location of the placement, these funds can be used to prevent them from staying in a DSS office.

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved the budget amendment.

Budget Revision/Amendment Request

Date:3/18/2024

Amount:32,808.00

Dept. Head:Aalece Pugh

Department:DHS

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

The Child Welfare Program received Emergency Placement Fund in the amount of \$32,808.00 available February 1, 2024 for use. Unused funds are reappropriated to FY25 budget and any remaining funds by May 31, 2025 will be reallocated to other counties in need of additional funds. The Emergency Placement Fund is to temporarily assist county departments of social services in addressing identified placement needs for children in the custody of the agencies who are awaiting a Medicaid leveled treatment placement. The funds can be used to prevent them from staying in a DSS office while awaiting placement.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	5630-6206	Foster Care & Board Home	2,021,911.00	16,404.00	-	2,038,315.00
001	9	5630-6901	Fund Balance Appropriated	405,109.00	16,404.00		421,513.00
001	9	5630-9462	Child State Foster Care	2,882,596.00	32,808.00		2,915,404.00

**(F-6) Facilities Design & Construction - Presentation of Equipment Procurement GMP for Behavioral Health Building**

Cabarrus County has a pre-construction contract in place with Messer Construction for Construction Manager at Risk services on the new behavioral healthcare facility. On February 22, 2024, Messer received bids on a scope of work referred to as Bid Package #1, which is for the early procurement of certain equipment for the project. This will be necessary to keep the project on schedule due to the long lead time of specific items such as the chiller and the backup generator. If accepted, a change order will be needed to the existing pre-construction contract with Messer known as GMP #1.

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved the GMP #1 bid award and authorized the County Manager to execute the contract change order to the existing pre-construction contract between Cabarrus County and Messer Construction subject to review by the County Attorney.

**(F-7) Finance - Audit Contract for Fiscal Year Ending June 30, 2024**

The Local Government Commission (LGC) requires the Board to approve our audit contract annually. The audit contract for fiscal year 2024 will be with

Martin Starnes and Associates. The audit services, which will include auditing our Major Programs, will not exceed \$74,770.

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved the audit contract for the fiscal year ending June 30, 2024, and authorized the Chairman of the Board to execute the agreement on the Board's behalf.

**(F-8) Finance - Capital Project Grant Interest Budget**

A budget amendment and capital project ordinance were needed to allocate interest earned and to fix the other improvement unallocated general ledger account budget to match the actual. The County has grant funds for three capital projects:

- Frank Liske Park
- Courthouse
- Behavioral Health Center

The interest earned from the grants were required to be allocated back to the projects to be used.

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved the budget amendment allocating interest to the corresponding projects and update other improvements unallocated budget and approved the corresponding capital project ordinance.

Budget Revision/Amendment Request

Date:3/18/2024

Amount:2,961,927

Dept. Head:James Howden

Department:Finance

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

To budget interest earned by grants funds associated to a particulate project and to update unallocated budget to match general ledger.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	6	2210-6701-COURT	Interest	-	1,694,971		1,694,971
380	9	2210-9821-COURT	Building and Renovations		1,694,971		1,694,971
380	6	8140-6701-BARN	Interest	-	8,951	-	8,951
380	9	8140-9830-BARN	Other Improvements		8,951		8,951
380	6	5310-9701-MENT	Interest	-	966,616	-	966,616
380	9	5310-9820-MENT	Construction		966,616		966,616
380	6	0000-6902-UNAL	Contribution from General Fund	1,632,642	291,389		1,924,031
380	9	0000-9830-UNAL	Other Improvements	1,632,642	291,389	-	1,924,031

**(F-9) Human Resources - Continuation / Modification Request for Sign-On and Referral Bonus Programs**

Human Resources shared a brief update on the success of this program since its implementation. It was recommended to continue the program with a few adjustments to improve program administration.

**UPON MOTION** of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved the associated funding and necessary budget amendment for this recruitment and retention tool.

Budget Revision/Amendment Request

Date:3/19/2024

Amount:

Dept. Head:Lundee Covington

Department:Human Resources

☒ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☐ Supplemental Request

This budget amendment makes adjustments necessary to continue the sign-on and referral bonus programs following their success.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	1910-9660	Contingency	\$400,000.00		300,000.00	100,000.00
001	9	1910-9124	Sign On/Referral Bonus	\$300,000.00	300,000.00		600,000.00

(F-10) Human Resources - Public Safety Market Study

Dr. Victoria McGrath with McGrath Consulting presented the recent project work for the Public Safety positions - Sheriff, EMS and Fire/Emergency Management. Recommendations included adjustments as warranted by the market data. The adjustments would be funded in FY24 through lapse salary and/or other budget adjustments.

UPON MOTION of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved the recommended salary adjustments for the Public Safety positions, which included the Sheriff's Office, EMS and Fire/Emergency Management.

(F-11) Planning Department - Odell School Road Abandonment and Closure Request

Cabarrus County received a road right-of-way abandonment and closure petition. The applicants, the Boyce McKnight Morrison Jr. and Alice Arico Morrison Joint Revocable Trust and the D&S Morrison Trust requested a portion of Odell School Road (SR-1601) at the intersection of Mooresville Road (NC Hwy 3) be abandoned and closed. If approved, the property in the right-of-way will be combined with the parcel on either side of it.

Odell School Road was realigned due to the construction of a roundabout by the North Carolina Department of Transportation to facilitate the flow of traffic at this intersection. The realignment left an approximately .29-acre portion of Odell School Road (SR-1601) unused. The roadbed for the area to be abandoned has already been removed.

UPON MOTION of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved the resolution.

Resolution No. 2024-18

RESOLUTION EXPRESSING SUPPORT  
OF  
THE CABARRUS COUNTY BOARD OF COMMISSIONERS  
FOR  
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
TO REVIEW ABANDONMENT AND CLOSURE  
OF  
A PORTION OF STATE ROAD STATE ROAD NUMBER 1601  
ALSO KNOWN AS ODELL SCHOOL RD

WHEREAS, North Carolina State Road 1601 in Cabarrus County is known as Odell School Road, being a paved road approximately .18 mile in length from the intersection of Sudbury Road to Mooresville Road, a portion of Odell School Road (approximately 291 feet), bound on both sides by property owned by Boyce M. Morrison & David Stewart Morrison Trustee, needs to be abandoned by the North Carolina Department of Transportation (NCDOT); and

WHEREAS, the Board of County Commissioners of the County of Cabarrus is requesting that the above described road, the location of which has been indicated on the attached map, be abandoned from the Secondary Road System; and

WHEREAS, the Board of Commissioners is of the opinion that the above described road should be abandoned from the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of

the Department of Transportation and Highway Safety for the abandonment of roads from the System.

NOW THEREFORE, BE IT RESOLVED BY THE Board of County Commissioners of the County of Cabarrus that the Division of Highways is hereby requested to review the above described road abandonment and closure and to cease maintenance of the same road if it meets established standards and criteria.

Adopted this 18th day of March 2024.

/s/ Stephen M. Morris

Stephen M. Morris, Chairman

Cabarrus County Board of Commissioners

**(F-12) Sheriff's Office - Acceptance of Grant from State 911 Board for back-up radios**

The North Carolina State 911 Board offered a grant opportunity to purchase a backup radio for each authorized workstation in the 911 center. The radios will provide continuity of communications should there be an outage of the primary network and will allow the use of both the USAI and VIPER systems. Cabarrus County has 9 positions and therefore requested 9 APX 8500 radios as back-up at each workstation. Cabarrus County Sheriff’s Office must make the initial purchase and will be reimbursed by the state. The agreement must be returned to the state by April 1, 2024. The quote and budget amendment were provided.

UPON MOTION of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved to accept the grant award and approved the associated budget amendment.

Budget Revision/Amendment Request

Date: March 18, 2024

Amount: 77,000.00

Dept. Head: Chief Tessa Burchett

Department: Sheriff

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment is to budget revenues and expenditures for a portable radio grant awarded by NCDIT 911 board. The funds will be used to purchase portable radios for primary (Public Safety Answering Points)PSAP. The County is responsible for paying the difference in cost of the radios and grant funds as well as yearly maintenance on the radios.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2740-665201	RADIO REIMBURSEMENT	-	74,978.00	-	74,978.00
001	9	2740-9445	PURCHASED SERVICES	158,500.00	-	2,202.00	156,298.00
001	9	2740-9860-RADIO	EQUIPMENT AND FURNITURE - RADIOS	-	77,000.00	-	77,000.00

**(F-13) Tax Administration - Refund and Release Reports - February 2024**

The Release Report contains taxpayers’ names, bill numbers, valuations, tax amounts, along with the justifications for releasing the valuation/tax amounts for outstanding levies in accordance with N.C.G.S. 105-381. The Refund Report is a summary sheet which lists data from each refund request form, along with the justification for the refunds to the taxpayers in accordance with N.C.G.S. 105-381.

Note: Due to the transition of motor vehicles onto the new North Carolina Vehicle Tax System (NCVTS), motor vehicle-related refunds and releases will begin to be displayed on the new report generated by NCVTS.

UPON MOTION of Commissioner Measmer, seconded by Commissioner Furr and unanimously carried, the Board approved the February 2024 Refund and Release Reports as submitted, including the NCVTS Refund Report, and grant authority to the Tax Collector to process the refunds and releases.

**(G) NEW BUSINESS**

**(G-1) BOC - Economic Development Grant Program Policy**

This item was previously tabled. Discussions continued regarding the Economic Development Grant Program Policy.

UPON MOTION of Vice Chairman Shue, seconded by Commissioner Wortman the Board approved the Economic Development Grant Program Policy by the following

vote: Ayes: Chairman Morris, Vice Chairman Shue, Commissioners Wortman and Furr.  
Nays: Commissioner Measmer.

#### **(H) REPORTS**

##### **(H-1) BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees**

Commissioner Wortman, Active Living and Parks liaison, reported the Cabarrus County Health and Wellness Expo will be held on March 20, 2024, at the Cabarrus Arena from 10:30 a.m. to 2:00 p.m.; it is a free event for the public.

##### **(H-2) BOC - Request for Applications for County Boards/Committees**

Applications are being accepted for the following County Boards/Committees:

- Active Living and Parks Commission - 1 Vacant Position
- Adult Care Home Community Advisory Committee - 13 Vacant Positions
- Concord Planning and Zoning Commission (ETJ) - 1 Vacant Position
- Industrial Facilities and Pollution Control Financing Authority - 1 Vacant Position
- Library Board of Trustees - 2 Vacant Positions
- Mental Health Advisory Board - 3 Vacant Positions
- Nursing Home Community Advisory Committee - 11 Vacant Positions
- Public Health Authority of Cabarrus County - 1 Vacant Position
- Region F Aging Advisory Committee - 2 Vacant Positions
- Senior Centers Advisory Council - 6 Vacant Positions
- Transportation Advisory Board - 6 Vacant Positions
- Youth Commission - 6 Vacant Positions

##### **(H-3) Budget - Monthly Budget Amendment Report**

The Board received the monthly budget amendment report for informational purposes. No action was required of the Board.

##### **(H-4) Budget - Monthly Financial Update**

The Board received the monthly financial update report for informational purposes. No action was required of the Board.

##### **(H-5) Communications and Outreach - Monthly Summary Report**

The Board received the monthly summary report for informational purposes. No action was required of the Board.

##### **(H-6) County Manager - Monthly Building Activity Reports**

The board received the monthly building activity report for informational purposes. No action was required of the Board.

##### **(H-7) Economic Development Corporation - February 2024 Monthly Summary Report**

The Board received the Cabarrus Economic Development Corporation (EDC) monthly report for the month of February 2024 for informational purposes. No action was required of the Board.

#### **(I) GENERAL COMMENTS BY BOARD MEMBERS**

Vice Chairman Shue congratulated the Central Cabarrus Vikings for winning another State Championship. Chairman Morris commented and announced the County and the City of Concord are collaborating to hold a community celebration event for them.

Commissioner Wortman commented regarding the multiple revenue neutral comments made during the public comments earlier in the meeting.

#### **(J) CLOSED SESSION**

##### **(J-1) Closed Session - Economic Development**

**UPON MOTION** of Commissioner Wortman, seconded by Commissioner Furr, and unanimously carried, the Board moved to go into closed session to discuss matters related to economic development as authorized by NCGS 143-318.11(a)(4)

**UPON MOTION** of Commissioner Wortman, seconded by Commissioner Furr and unanimously carried, the Board moved to come out of closed session.

**(K) ADJOURN**

**UPON MOTION** of Commissioner Furr, seconded by Commissioner Wortman and unanimously carried, the meeting adjourned at 8:43 p.m.

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Lauren Linker, Clerk to the Board

DRAFT

## CABARRUS COUNTY



### BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

---

**AGENDA CATEGORY:**

Approval of the Agenda

**SUBJECT:**

BOC - Changes to the Agenda

**BRIEF SUMMARY:**

A list of changes to the agenda is attached.

**REQUESTED ACTION:**

Motion to approve the agenda as amended.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▢ Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS  
CHANGES TO THE AGENDA  
June 17, 2024**

**UPDATE:**

New Business

G-3 Library – Cannon Foundation Grant – update budget amendment

**ADDITIONS:**

Recognitions and Presentations

C-3 Rowan-Cabarrus Community College (RCCC) – 60th Anniversary Proclamation

Closed Session

K-1 Closed Session – Acquisition of Real Property and Personnel



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

---

### **AGENDA CATEGORY:**

Recognitions and Presentations

### **SUBJECT:**

Active Living and Parks - NC Department of Health and Human Services - Division of Aging Award

### **BRIEF SUMMARY:**

The Active Living and Parks Department won the Ernest Messer Award from the Department of Health and Human Services Division of Aging. Deputy Director, Jill Simmerman, will present the Award for the Department.

### **REQUESTED ACTION:**

Presentation of the Ernest Messer Award to the Active Living and Parks Department.

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

5 Minutes

### **SUBMITTED BY:**

Londa Strong, Active Living and Parks Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

---

### **AGENDA CATEGORY:**

Recognitions and Presentations

### **SUBJECT:**

Active Living and Parks - July - Parks and Recreation Month Proclamation

### **BRIEF SUMMARY:**

The US House of Representatives designated July as Park and Recreation Month almost 40 years ago.

This year's Park and Recreation Month theme - "Where You Belong" - celebrates the many ways park and recreation professionals across the country foster a sense of belonging in their community by providing welcoming and inclusive programs, essential services for all ages and abilities, and safe, accessible spaces to build meaningful connections.

Special events and activities will help celebrate park and recreation month throughout July.

### **REQUESTED ACTION:**

Motion to adopt the proclamation.

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

### **SUBMITTED BY:**

Londa Strong, Active Living and Parks Director

Megan Baumgardner, Active Living and Parks Commission Chair

### **BUDGET AMENDMENT REQUIRED:**

No

## COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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### ATTACHMENTS:

- ▣ Proclamation - Park and Recreation Month



### **Designation of July as Park and Recreation Month**

WHEREAS parks, recreation, and active living centers are an integral part of communities throughout this country, including ***Cabarrus County***; and

WHEREAS parks, recreation, and active living centers promote health and wellness, improving the physical and mental health of people who live near parks and active living centers; and

WHEREAS parks, recreation, and active living centers promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS parks, recreation, and active living centers encourage physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles for all ages; and

WHEREAS park, recreation, and active living centers programming and education activities, such as out- of-school time programming, youth sports, active adults programming and environmental education, are critical to childhood development and better than 50 socialization and well-being; and

WHEREAS parks, recreation, and active living centers increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks, recreation, and active living centers are essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS ***Cabarrus County*** recognizes the benefits derived from parks, recreation, and active living centers recreation resources.

NOW THEREFORE, BE IT RESOLVED BY ***Cabarrus County Board of Commissioners*** that July is recognized as Park and Recreation Month in ***Cabarrus County***.

Adopted this 17<sup>th</sup> day of June 2024

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Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Recognitions and Presentations

### **SUBJECT:**

Rowan-Cabarrus Community College (RCCC) - 60th Anniversary Proclamation

### **BRIEF SUMMARY:**

A proclamation celebrating the 60th anniversary of Rowan-Cabarrus Community College.

### **REQUESTED ACTION:**

Motion to adopt the proclamation.

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

3 Minutes

### **SUBMITTED BY:**

Dr. Carol Spalding, Rowan-Cabarrus Community College President

### **BUDGET AMENDMENT REQUIRED:**

No

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

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### **ATTACHMENTS:**

▣ Proclamation



### **Proclamation Celebrating the 60th Anniversary of Rowan-Cabarrus Community College**

WHEREAS, Rowan-Cabarrus Community College has been a catalyst for higher education and workforce development in Rowan County since its establishment in 1963 as the Rowan Industrial Education Center; and

WHEREAS, Rowan-Cabarrus Community College, the first multi-campus college in North Carolina, now serves more than 20,000 students each year, upholding an open-door policy for all, fostering a sense of belonging, and providing accredited public higher education opportunities to a growing student body; and

WHEREAS, Rowan-Cabarrus Community College partners with Cabarrus County Schools and Kannapolis City Schools through opportunities in Career and Technical Education and Career and College Promise, providing high school students with opportunities to gain college credits and career skills, thereby enhancing their educational and career prospects; and

WHEREAS, students at Rowan-Cabarrus Community College have consistently achieved excellence by winning awards at both state and national levels through participation in programs such as Work-Based Learning, SkillsUSA, Future Business Leaders of America, and the Student Government Association; and

WHEREAS, Rowan-Cabarrus Community College has further enhanced its position as the provider of the largest public service training program among community colleges in North Carolina, training nearly 5,500 individuals in 2024; and

WHEREAS, the closure of Pillowtex in Kannapolis in 2003, marked the largest single-day job loss in the southeast U.S., leaving nearly 5,000 residents of Cabarrus and Rowan counties suddenly unemployed, and prompting a swift and collaborative response led by Rowan-Cabarrus Community College, local government, and workforce development agencies to provide training to individuals and hope to those affected; and

WHEREAS, the College is a critical partner in workforce development, offering essential short-term training programs that support local industries, including the notable customized

training program for Philip Morris in 1981, the largest in the state's history, and the recent partnership with Eli Lilly and Company to develop talent for the emerging life sciences industry sector; and

WHEREAS, the College's commitment to innovation is demonstrated by its flagship presence on the North Carolina Research Campus since 2010, the Dr. Carol S. Spalding Advanced Technology Center in 2020, and extensive engineering and information technology opportunities; and

WHEREAS, in 2015, Rowan-Cabarrus Community College was recognized nationally as one of the Top Ten Digital Community Colleges by the Center for Digital Education for its exceptional use of digital technologies to improve services for students, faculty, staff, and the community; and

WHEREAS, the College has demonstrated its commitment to offering high-quality online instruction by achieving national Quality Matters (QM) certifications, making it the community college with the most QM-certified courses in the state as of August 2022, ensuring excellence in the development and delivery of online education to over 50% of the College's credit students; and

WHEREAS, in 2023, the Aspen Institute named Rowan-Cabarrus Community College as one of the 150 institutions eligible to compete for the \$1 million Aspen Prize for Community College Excellence, recognizing the College's high and improving levels of student success and equitable outcomes; and

NOW, THEREFORE, it is hereby proclaimed 2024 as the year to celebrate the 60th Anniversary of Rowan-Cabarrus Community College in Cabarrus County and urge all citizens to join in recognizing and honoring the College for its outstanding contributions in shaping our community.

Adopted this 17<sup>th</sup> day of June, 2024.

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Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Appointments - Cabarrus County Board of Equalization and Review

### **BRIEF SUMMARY:**

Mr. Glen Tucker currently serves as a member and Mr. William Ferriss currently serves as an alternate member of the Cabarrus County Board of Equalization and Review. Each have terms expiring June 30, 2024. Each have expressed their desire to remain on the Board. An exception to the length of service provision of the Appointment Policy will be needed for Mr. Tucker.

### **REQUESTED ACTION:**

Motion to reappoint Mr. Glen Tucker and Mr. William Ferriss to the Cabarrus County Board of Equalization and Review; including an exception to the length of service provision of the Appointment Policy for Mr. Tucker.

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

### **SUBMITTED BY:**

David Thrift, Tax Administrator

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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## **ATTACHMENTS:**

- ▣ Memo to BOC
- ▣ Roster



## Cabarrus County Tax Administration

David Thrift – Tax Administrator

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May 15, 2024

### MEMORANDUM

To: Cabarrus County Board of Commissioners

From: David Thrift, Tax Administrator

Re: Appointments to the Cabarrus County Board of Equalization and Review

Mr. Glen Tucker currently serves as a member and Mr. William Ferriss currently serves as an alternate member of the Cabarrus County Board of Equalization and Review. Each have terms expiring June 30, 2024. Each have expressed their desire to remain on the Board. Mr. Tucker has served on the Board since his initial term in 2011, so an exception to the "length of service" provision of the appointment policy will be needed for approval.

Based on the quality of their prior service and their commitment to this Board I recommend Mr. Tucker and Mr. Ferriss for reappointment at this time.

David Thrift  
Tax Administrator

BOARD OF EQUALIZATION AND REVIEW  
5 Members - Appointed by County Commissioners  
3-Year Terms

Bernard Felder  
9932 Clarkes View Place NW  
Concord, NC 28027

APPOINTMENT: 03/20/2017  
(unexpired term)  
REAPPOINTMENT: 06/18/2018  
APPOINTMENT: 06/17/2019\*\*  
REAPPOINTMENT: 06/20/2022  
TERM EXPIRING: 06/30/2025

Audy R. Dover (Vice Chair)  
557 Cabarrus Avenue  
Concord, NC 28025

APPOINTMENT: 01/24/2005  
(unexpired term)  
REAPPOINTMENT: 07/14/2005  
REAPPOINTMENT: 06/16/2008  
REAPPOINTMENT: 06/20/2011  
REAPPOINTMENT: 06/17/2013  
REAPPOINTMENT: 06/20/2016  
REAPPOINTMENT: 06/17/2019  
REAPPOINTMENT: 06/20/2022  
TERM EXPIRING: 06/30/2025

(exception to appt. policy)  
(exception to appt. policy)  
(exception to appt. policy)  
(exception to appt. policy)  
(exception to appt. policy)

Helen McInnis  
5517 Hammermill Drive  
Harrisburg, NC 28075

APPOINTMENT: 07/21/2014  
(unexpired term)  
REAPPOINTMENT: 06/15/2015  
APPOINTMENT: 03/20/2017  
(unexpired term)  
REAPPOINTMENT: 06/19/2017  
REAPPOINTMENT: 06/15/2020  
TERM EXPIRING: 06/30/2023  
REAPPOINTMENT: 06/19/2023\*  
TERM EXPIRING: 06/30/2026

(exception to appt. policy)  
  
(exception to appt. policy)

Glen Tucker  
4551 Windy Road  
Concord, NC 28027  
(exception to appt. policy)  
(exception to appt. policy)

APPOINTMENT: 06/20/2011  
REAPPOINTMENT: 06/18/2012  
REAPPOINTMENT: 06/15/2015  
REAPPOINTMENT: 06/18/2018  
REAPPOINTMENT: 06/21/2021  
TERM EXPIRING: 06/30/2024

Keith Troutman  
60 Burrage Road  
Concord, NC 28025

APPOINTMENT: 06/20/2011  
REAPPOINTMENT: 06/18/2012  
REAPPOINTMENT: 07/21/2014\*  
REAPPOINTMENT: 06/19/2017  
REAPPOINTMENT: 06/15/2020  
TERM EXPIRING: 06/30/2023  
REAPPOINTMENT: 06/19/2023\*  
TERM EXPIRING: 06/30/2026

(exception to appt. policy)  
(exception to appt. policy)  
  
(exception to appt. policy)

ALTERNATE

William Ferriss  
1417 12<sup>th</sup> Fairway Drive  
Concord, NC 28027

APPOINTMENT: 06/17/2019  
REAPPOINTMENT: 06/15/2020  
REAPPOINTMENT: 06/21/2021  
REAPPOINTMENT: 06/20/2022  
TERM EXPIRING: 06/30/2023  
REAPPOINTMENT: 06/19/2023  
TERM EXPIRING: 06/30/2024

Note: At its June 20, 2011 meeting, the Board staggered terms for one, two and three year appointments for continuity.

Note: The Board of Equalization and Review meets as needed beginning on the 1<sup>st</sup> Monday in April or May at the Governmental Center at 3:00 p.m.

\*Keith Troutman served as an "alternate" beginning June 29, 2011. He was appointed to a three-year term as a regular member on July 21, 2014.

Note: Helen McInnis served as an "alternate" beginning July 21, 2014. She was appointed to an unexpired term as a regular member on March 20, 2017.

\*\* While Bernard Felder was serving as an alternate, he was appointed as a regular member on June 17, 2019 to fill the position vacated by Mary Stewart.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

---

### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Appointments - Centralina Workforce Development Board

### **BRIEF SUMMARY:**

The terms on the Centralina Workforce Development Board for members Tracie Hampton and Milton Chicas, Private Sector representatives, end June 30, 2024. Both are recommended to be reappointed to serve another term. Ms. Hampton resides in Mecklenburg County and Mr. Chicas resides in Gaston County. An exception to the residency and length of service provisions of the Appointment Policy will be needed for them.

### **REQUESTED ACTION:**

Motion to reappoint Tracie Hampton and Milton Chicas as Private Sector representatives, to the Centralina Workforce Development Board for two-year terms ending June 30, 2026; including an exception to the residency and length of service provisions of the Appointment Policy for Ms. Hampton and Mr. Chicas.

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

### **SUBMITTED BY:**

David Hollars, Executive Director, Centralina Workforce Development Board  
Lauren Linker, Clerk to the Board

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▣ Recommendation Letter
- ▣ Roster



# CENTRALINA

## Workforce Development Board

10735 David Taylor Drive, Suite 250  
Charlotte, North Carolina 28262  
(704) 348-2717 Fax: (704) 899-5624  
E-Mail: [dhollars@centralina.org](mailto:dhollars@centralina.org)  
[www.centralinaworkforce.com](http://www.centralinaworkforce.com)

March 25, 2024

Mr. Mike Downs, Manager  
Cabarrus County  
PO Box 707 / 65 Church Street  
Concord, NC 28026-0707

Dear Mr. Downs:

The purpose of this letter is to give you notice of appointments needed from the Cabarrus County Commissioners to the **Centralina Workforce Development Board (WDB)**.

The information attached describes the appointments needed at this time.

We ask that Cabarrus County complete the necessary actions for reappointments as requested under the "Specific Requests" section as soon as possible but no later than July 1, 2024. ***Please inform me as soon as possible of your decision(s).***

If you have any questions, please contact me at (704) 348-2717 or by e-mail at [dhollars@centralina.org](mailto:dhollars@centralina.org). Thank you for your continued support.

Sincerely,

David L. Hollars, Executive Director  
Centralina Workforce Development Board

#### Attachments

C: Steve Morris, Cabarrus County Commission Chair  
Lauren Linker, Cabarrus County Clerk

WDB Appointment Request Letter to Cabarrus County – 03-25-2024



Centralina Workforce Development Board  
Serving – Anson, Cabarrus, Iredell, Lincoln, Rowan, Stanly, and Union Counties

Equal Opportunity/Affirmative Action Employer/Program  
Auxiliary aids and services available upon request to individuals with disabilities



## **CABARRUS COUNTY - CURRENT MEMBERSHIP**

Cabarrus County has four (4) members on the twenty-four (24) member Centralina Workforce Development Board (WDB). The Cabarrus County Commissioners will select and approve nominations for WDB members based on the slate of nominations presented by the appropriate agencies and organizations listed under "General Information" and "Membership." Each WDB member is appointed to serve for a two-year term. Upon approval by the county commissioners, individuals may be reappointed.

<b><u>NAME</u></b>	<b><u>REPRESENTING</u></b>	<b><u>TERM EXPIRES</u></b>	<b><u>ATTENDANCE</u></b> (Last 10 meetings)	
<b>Tracie Hampton</b>	<b>Private Sector</b>	<b>06/30/2024</b>	<b>Present – 10</b>	<b>Proxies - 0</b>
<b>Milton Chicas</b>	<b>Private Sector</b>	<b>06/30/2024</b>	<b>Present – 6</b>	<b>Proxies – 4</b>
Anna Badiru*	Private Sector	06/30/2025	Present – 4	Proxies - 0
Chelsea Rigler*	Private Sector	06/30/2025	Present – 3	Proxies – 1

\*Appointed July 2023

### **SPECIFIC REQUESTS**

Please reappoint the following individuals or obtain nominations and appoint two (2) individuals to fill the terms of July 1, 2024 - June 30, 2026. Nominations and appointments to fill the categories of ***Private Sector/Business*** are requested.

**Ms. Tracie Hampton (Westrock Coffee)** is eligible for reappointment as one of the Private Sector representatives. Tracie is an excellent Board member and serves as chair of the Board's Outreach/Communications Focus Team. Her expertise and experience are invaluable to the Board. Tracie Hampton has been contacted and has agreed to be reappointed for another 2-year term.

**The Centralina WDB requests that Ms. Tracie Hampton be reappointed as a PRIVATE SECTOR representative for Cabarrus County**

**Mr. Milton Chicas (KAIM Consulting, LLC.)** is eligible for reappointment as one of the Private Sector representatives. Milton is an excellent Board member and serves on the Board's Outreach/Communications Focus Team. His expertise and experience in the Commercial Construction industry are invaluable to the Board. Milton Chicas has been contacted and has agreed to be reappointed for another 2-year term

**The Centralina WDB requests that Mr. Milton Chicas be reappointed as a PRIVATE SECTOR representative for Cabarrus County**

If an individual does not wish to be reappointed to the WDB or the County chooses not to reappoint, please obtain the necessary nominations for appointments. Please supply David Hollars at the Centralina WDB with a list of nominations and appointees (including name, title, company/agency, address, phone numbers, and e-mail) as soon as possible but no later than **July 1, 2024**.

CENTRALINA WORKFORCE DEVELOPMENT BOARD  
(Formerly PRIVATE INDUSTRY COUNCIL)

CENTRALINA COUNCIL OF GOVERNMENTS

(2-year terms)

Anna Badiru	(Private Sector)	APPOINTMENT:	06/19/23*
504 Circle Trace Road		TERM EXPIRING:	06/30/25
Wesley Chapel, NC 29110	(exception to appt. policy)		

Chelsea Rigler	(Private	APPOINTMENT:	06/19/23*
618 Daventry Court	Sector)	TERM EXPIRING:	06/30/25
Clover, SC 29710	(exception to appt. policy)		

Tracie Hampton	(Private	APPOINTMENT:	06/16/14*
8812 Deerland Court	Sector)	REAPPOINTMENT:	06/20/16*
Huntersville, NC 28078		REAPPOINTMENT:	06/18/18*
		REAPPOINTMENT:	06/15/20*^
		REAPPOINTMENT:	06/20/22*^
		TERM EXPIRING:	06/30/24

Milton Chicas	(Private	APPOINTMENT:	06/21/10
2210 Wynbourne Drive	Sector)	REAPPOINTMENT:	06/18/12*
Gastonia, NC 28056		REAPPOINTMENT:	06/16/14*
		REAPPOINTMENT:	06/20/16*^
		REAPPOINTMENT:	06/18/18*^
		REAPPOINTMENT:	06/15/20*^
		REAPPOINTMENT:	06/20/22*^
		TERM EXPIRING:	06/30/24

\* Exception to the Appointment Policy "residency" provision.

^ Exception to the Appointment Policy "length of service" provision.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Appointments - Early Childhood Task Force Advisory Board

### **BRIEF SUMMARY:**

At the request of the Early Childhood Task Force Advisory Board, it is recommended to remove Carla Brown from the roster and appoint Steven Ayers to a four-year term ending June 30, 2028; to include an exception to the multiple boards provision of the Appointment Policy.

### **REQUESTED ACTION:**

Motion to remove Carla Brown from the Early Childhood Task Force Advisory Board roster and thank her for her service.

Motion to appoint Steven Ayers to the Early Childhood Task Force Advisory Board to serve a four-year term ending June 30, 2028; including an exception to the multiple boards provision of the Appointment Policy.

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

### **SUBMITTED BY:**

Dr. Aalece Pugh, Assistant County Manager/Department of Social Services Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▣ Recommendation
- ▣ Roster

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**From:** Ann Benfield <ann@cabarruspartnership.org>

**Sent:** Tuesday, January 23, 2024 7:55 AM

**To:** Aalece Pugh <apugh@cabarruscounty.us>

**Subject:** New Member for Early Childhood Task Force

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Yesterday the Task Force approved the membership of E. Steve Ayers as the new member of the Task Force to replace Marcella Beam. Can you get the county commissioners to approve his membership so we can welcome him to the meetings?  
Thanks so much, Ann

**Ann Benfield, Executive Director**

Cabarrus County Partnership for Children

1307 S. Cannon Blvd.

Kannapolis, NC 28083

704-933-8278 ext 4

202-297-4733 (Cell)

**Compassion isn't about solutions. It is about giving all the love that you've got.  
- Cheryl Strayed -**

Early Childhood Task Force Advisory Board  
(ECTFAB)  
15 Member Board

<u>APPOINTEE</u>		<u>DATE OF APPOINTMENT</u>	
Carla Brown* P.O. Box 707 Concord, NC 28026		Appointment: (unexpired) Term Expiring:	02/15/21  07/31/24
Lora Lipe 3976 Troon Drive SW Concord, NC 28027		Appointment: Reappointment: Term Expiring:	07/17/18 07/18/22 07/31/26
Amanda Wilkerson 602 Sedgfield Street SW Concord, NC 28025		Appointment: Reappointment: Term Expiring:	07/17/18 07/18/22 07/31/26
Chris Measmer P.O. Box 707 Concord, NC 28026		Appointment: Term Expiring: Reappointment: Term Expiring:	12/19/22 12/31/23 12/18/23 12/31/24
Waynett Taylor* 1333 Jake Alexander Blvd. Salisbury, NC 28146		Appointment: Reappointment: Term Expiring	10/15/18 10/17/22 10/31/26
Marcella Beam (Chair)* 300 Mooresville Road Kannapolis, NC 28081		Appointment:  Term Expiring:	02/15/21  02/28/25
Stephanie Fish 750 Williamsburg Court Concord, NC 28025		Appointment:  Term Expiring:	02/15/21  02/28/25
Chris Jarrett 4258 Highway 49S, Unit 584 Harrisburg, NC 28075		Appointment:  Term Expiring:	02/15/21  02/28/25
Jessie Napoli 1130 Piney Church Road		Appointment:	02/15/21

Concord, NC 28025		Term Expiring:	02/28/25
Jennifer Threadgill 93 Mary Circle Concord, NC 28025		Appointment: Term Expiring:	02/15/21 02/28/25
Jennifer Baucom 4000 Grand Summit Blvd Concord, NC 28027		Appointment: Term Expiring:	07/17/22 07/31/26
Page Castrodale 419 Winfield Blvd SE Concord, NC 28025		Appointment: Term Expiring:	07/17/22 07/31/26
Jenelle Felton 5341 Periwinkle Hill Avenue Charlotte, NC 28213		Appointment: Term Expiring:	07/17/22 07/31/26
Jessica Grant 818 Waverly Court NE Concord, NC 28025		Appointment: Term Expiring:	07/17/22 07/31/26
Elaine Jenkins 812 McGregor Drive NE Concord, NC 28025		Appointment: Term Expiring:	07/17/22 07/31/26
Barbi Jones 950 Flannery Place NW Concord, NC 28027		Appointment: Term Expiring:	07/17/22 07/31/26
Amanda Smith 5352 Apple Glen Drive Harrisburg, NC 28075		Appointment: Term Expiring:	07/17/22 07/31/26
Trina Wenzel 27747 Jase Drive Albemarle, NC 28001		Appointment: Term Expiring:	07/17/22 07/31/26
Ann Benfield		Appointment:	10/16/23

563 Marigold Drive Kannapolis, NC 28083		Term Expiring:	10-31-27
Spencer Swain 3676 Trinity Church Road Concord, NC 28027		Appointment:	10-16-23
		Term Expiring:	10-31-27

Note: At the July 17, 2018 Board of Commissioners' meeting, the Board revised membership of the Early Childhood Task Force Advisory Board to be added as needed.

\* An exception to the "residency" provision of the Appointment Policy was granted.



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Appointments - Human Services Advisory Board

### **BRIEF SUMMARY:**

At the request of the Human Services Advisory Board, it is recommended to reappoint Angel Lugo, LFACHE, MPA to a three-year term ending June 30, 2027 to include an exception to the residency provision of the Appointment Policy.

### **REQUESTED ACTION:**

Motion to reappoint Angel Lugo to the Human Services Advisory Board to serve a three-year term ending June 30, 2027; including an exception to the residency provision of the Appointment Policy.

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

### **SUBMITTED BY:**

Dr. Aalece Pugh, Assistant County Manager/Department of Social Services Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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### **ATTACHMENTS:**

- ▣ Recommendation Letter
- ▣ Roster

Sandra Marie Dockery  
3612 Curtland Place NW  
Concord, NC 28027  
Cell: 912-381-2433  
Email: [smdock12@gmail.com](mailto:smdock12@gmail.com)

April 8, 2024

RE: Cabarrus County Human Services Advisory Board Member Re-Appointment  
Recommendation

TO WHOM IT MAY CONCERN:

This letter of recommendation is to request your consideration of the re-appointment of Angel Lugo, LFACHE, MPA, a current member and Vice-Chair of the Cabarrus County Human Services Advisory Board. He resides in Kannapolis. He is a consultant, and a veteran. Mr. Lugo was originally appointed in 2021. He has served our Advisory Board and Cabarrus Human Services well through his professional leadership and experience.

We will benefit and appreciate your consideration of Mr. Lugo's re-appointment for a second term.

Sincerely,



Marie Dockery  
Chair  
Cabarrus County Human Services Advisory Board

CC: Dr. Aalece Pugh-Lilly

Human Services Advisory Board  
5-Member Board

Dr. Heather Anderson  
9608 Oliver Court  
Harrisburg, NC 280275

APPOINTMENT: 02/20/23  
TERM EXPIRING: 02/28/26

Natalie Atwell  
1225 Windsor Drive  
Kannapolis, NC 28081

APPOINTMENT: 12/20/21  
(*unexpired term*)  
REAPPOINTMENT: 04/17/23  
TERM EXPIRING: 05/31/26

Marie Dockery  
3612 Curtland Place NW  
Concord, NC 28027

APPOINTMENT: 05/15/17  
(*unexpired term*)  
REAPPOINTMENT: 12/16/19  
REAPPOINTMENT: 12/19/22  
TERM EXPIRING: 12/31/25

Patricia West  
2242 Jensen Lane  
Concord, NC 28025

APPOINTMENT: 02/20/23  
(*unexpired term*)  
TERM EXPIRING: 12/31/23  
RE-APPOINTMENT: 11/20/23  
TERM EXPIRING: 12/31/2026

Angel Lugo  
4615 Dovefield Lane  
Kannapolis, NC 28081

APPOINTMENT: 06/21/21  
TERM EXPIRING: 06/30/24

The Human Services Advisory Board was created and replaced the Social Services Advisory Board abolished by a resolution adopted by the Board of Commissioners at its June 17, 2013 meeting. Members are appointed by the Cabarrus County Board of Commissioners. Initial terms were staggered at two and three years.

All meetings are held in the Board Room of the Cabarrus County Department of Human Services and start at 1:30 p.m. 2016 meetings will be held the 4<sup>th</sup> Wednesday of the month.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Appointments - Water and Sewer Authority of Cabarrus County

### **BRIEF SUMMARY:**

The terms on the Water and Sewer Authority of Cabarrus County (WSACC) for Jonathan Marshall and Commissioner Shue end June 30, 2024. A letter from the WSACC Chairman, Mike Legg, is attached in this regard. Mr. Marshall has served on the Authority since 2012 and also resides in Mecklenburg County. An exception to the length of service and residency provisions of the Appointment Policy will be needed for him.

### **REQUESTED ACTION:**

Motion to reappoint Jonathan Marshall and Commissioner Lynn Shue to the Water and Sewer Authority of Cabarrus County for three-year terms ending June 30, 2027; including an exception to the length of service and residency provisions of the Appointment Policy for Mr. Marshall.

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

### **SUBMITTED BY:**

Lauren Linker, Clerk to the Board

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▣ Letter
- ▣ Roster

April 30, 2024

Mr. Mike Downs  
Cabarrus County Manager  
Cabarrus County Governmental Center  
65 Church Street S.  
Concord, N.C. 28025

Dear Mr. Downs:

The appointment of Mr. Jonathan Marshall and Mr. Lynn Shue to the Board of Directors of the Water and Sewer Authority of Cabarrus County (WSACC) will expire at WSACC's Annual Meeting on June 20, 2024. Cabarrus County will need to make a new appointment or re-appoint Mr. Marshall and Mr. Shue to the Board of Directors of WSACC. Please notify us of your appointment or re-appointment.

If you have any questions regarding this matter, please contact Michael Wilson at 704-786-1783, ext. 214.

Sincerely,

  
for  
Mike Legg  
Chairman

cc: Jonathan Marshall  
Lynn Shue  
Michael Wilson  
Central Files

WATER AND SEWER AUTHORITY  
3-Year Terms

COUNTY APPOINTEES

Jonathan Marshall	APPOINTMENT: 11/19/12*
P.O. Box 707	(unexpired term)
Concord, NC 28026	REAPPOINTMENT: 06/15/15
	REAPPOINTMENT: 05/21/18^
	REAPPOINTMENT: 06/21/21^<
	TERM ENDING: 06/30/24

Lynn Shue	APPOINTMENT: 12/21/20
P.O. Box 707	(unexpired term)
Concord, NC 28026	REAPPOINTMENT: 06/21/21
	TERM ENDING: 06/30/24

CITY OF CONCORD APPOINTEES

Jennifer Parsley-Hubbard	TERM ENDING: 06/2023
Concord City Council	

Jeff Corley	TERM ENDING: 06/2024
City of Concord - Vice Chairman	

CITY OF KANNAPOLIS APPOINTEES

Darrell Hinnant	TERM ENDING: 06/2023
Kannapolis City Council	

Mike Legg - Chairman	TERM ENDING: 06/2024
City of Kannapolis	

TOWN OF HARRISBURG APPOINTEE

Rob Donham	TERM ENDING: 06/2025
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TOWN OF MT. PLEASANT APPOINTEE

Jim Sells	TERM ENDING: 06/2025
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AT-LARGE (Appointed by the County with advice of other organizing political subdivisions of the Authority)



Robert Ritchie  
6561 Rocky River Road  
Concord, NC 28025

APPOINTMENT: 06/20/11  
REAPPOINTMENT: 05/19/14  
REAPPOINTMENT: 06/19/17  
REAPPOINTMENT: 06/15/20  
TERM EXPIRING: 06/30/23  
REAPPOINTMENT: 06/19/23<  
TERM EXPIRING: 06/30/26

(exception to appt. policy)

Resolution Adopted 2/17/92 to establish Authority

\*Effective 12/03/2012. Also, exception granted for "residency" and "service on multiple boards" provisions of the Appointment Policy.

^Exception to the "residency" provision of the Appointment Policy.

< Exception to the "length of service" provision of the Appointment Policy.

Michael Wilson - Executive Director  
(Meetings - 3<sup>rd</sup> Thursday, 5:00 p.m. - WSACC)

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Appointments and Removals - Juvenile Crime Prevention Council

### **BRIEF SUMMARY:**

During its May 15 meeting, the Juvenile Crime Prevention Council (JCPC) voted unanimously to recommend the renewal of member terms expiring June 30, 2024 for Rosemary Gause, Ashlie Shanley, Lakesha Steele, and Michelle Wilson. Ms. Gause and Ms. Wilson serve as Members At Large. Ms. Steele fills the statutorily required seat for a Member of the Public representing the Interests of Families of At-Risk Youth. DA Shanley fills the statutorily required seat for District Attorney. Each of the above members expressed a desire to renew their terms. An exception to the length of service provision will be needed for Ms. Wilson. An exception to serving on multiple boards will be needed for Ms. Gause and Ms. Shanley.

The Council also voted unanimously to accept the resignations of Mikayla Branch and Terry Wise whose member terms expire June 30, 2024. Ms. Branch filled the statutorily required seat for Youth under Age 21. Mr. Wise filled the statutorily required seat for Substance Abuse Professional. The council wishes to express sincere appreciation for their service.

### **REQUESTED ACTION:**

Motion to reappoint the member terms of Rosemary Gause, Ashlie Shanley, Lakesha Steele, and Michelle Wilson through June 30, 2026; including an exception to the length of service provision of the Appointment Policy for Michelle Wilson and an exception to serving on multiple boards provision of the Appointment Policy or Rosemary Gause and Ashlie Shanley..

Motion to accept the resignations of Mikayla Branch and Terry Wise, to remove them from the JCPC roster and thank them for their service.

**EXPECTED LENGTH OF PRESENTATION:**

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▢ Recommendation Letter
- ▢ Resignation Letter
- ▢ Resignation Letter
- ▢ Roster



May 16, 2024

Cabarrus County Board of Commissioners  
PO Box 707  
Concord NC 28026

Dear Commissioners:

The Juvenile Crime Prevention Council (JCPC) considered candidates for member terms expiring June 30, 2024. Following deliberation during its May 15 meeting, the Council voted unanimously to recommend the following candidates for re-appointment to a two-year term. Each candidate expressed a desire to serve another term. Applications for Appointment for the following candidates are on file.

- **Lakesha Steele** was recommended for renewal in the statutorily required *Member of the Public representing the Interests of Families of At-Risk Youth* seat. Ms. Steele earned an associate degree in criminal justice and is a licensed CNA with 10 years' experience working in Residential Level III group homes, whose residents include youth diagnosed with oppositional defiant disorder, ADHD, and conduct disorder. Ms. Steele is familiar with the dynamics of family therapy, individual youth counseling, and youth behavioral management. She is active in her church and volunteers in local shelters.
- **Rosemary Gause** is recommended for renewal in a *Member At Large* seat. She earned a bachelor's degree and MBA from Queens University and is a finance and accounting professional. She currently serves as CFO for the Junior League of Charlotte, which works with multiple non-profit organizations that are involved with at-risk youth. Ms. Gause is also an adjunct professor at Johnson C. Smith University. She expressed that although she spends a lot of time in Charlotte, she has lived in Cabarrus County since 2011 and is eager to serve youth within her community.
- **Ashlie Shanley** is recommended for renewal in the statutorily required seat for *District Attorney*. Ms. Shanley was formally appointed DA in August 2022 for Prosecutorial District 25 serving Cabarrus County following the retirement of the Honorable Roxanne L. Vaneekhoven. Ms. Shanley has served in the DA's office since 1996. Ms. Shanley earned a Bachelor of Arts at NC State University and her Juris Doctor at the Campbell University School of Law.
- **Michelle Wilson** is recommended for renewal in a *Member At Large* seat. Ms. Wilson has a Master of Social Work and completed two additional years of training to become a Licensed Clinical Social Worker (LCSW). She is currently employed as a Behavioral Health Clinician LCSW. Her primary areas of interest relate to mental health, youth, community engagement, and public health. Ms. Wilson has volunteered with multiple organizations including the Cabarrus County HIV/AIDS Council, CVAN, Habitat for Humanity, the Red Cross, and a Charlotte chapter of Cystic Fibrosis Foundation.

Please do not hesitate to contact JCPC Chair Megan Baumgardner or me with any questions. Thank you for your consideration.

Sincerely,  
Joanie Bischer  
Cabarrus County JCPC  
Administrative Assistant

May 13, 2024

Megan Bumgardner  
Chair  
Cabarrus County Juvenile Crime Prevention Council  
Concord, NC 28027

Dear Megan,

It is with regret that I am writing this letter of resignation from my position as a Youth Under 21 with the Cabarrus County Juvenile Crime Prevention Council. It has been a pleasure to work alongside such an amazing group of people volunteering their time, knowledge, and passion to support my peers in this county! Since I will be attending college in the fall at the University of South Carolina - Columbia, I am unable to commit to another term in this position. I wish the continued success to the Council in serving the youth of Cabarrus County.

Best Regards,

A handwritten signature in cursive script that reads "Mikayla Branch".

Mikayla Branch  
[MikaylaBranch10@gmail.com](mailto:MikaylaBranch10@gmail.com)  
862-252-3214

**From:** Terry Wise <[twise@genesis-anb.com](mailto:twise@genesis-anb.com)>  
**Sent:** Tuesday, April 30, 2024 8:44 PM  
**To:** Joanie Bischer <[jbischer@cabarruscounty.us](mailto:jbischer@cabarruscounty.us)>  
**Subject:** Re: Cabarrus Co JCPC - Member Term Expiring

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Joanie,

The timing of your email is perfect. I was planning to send you an email to share my thoughts. It is important to me that Genesis A New Beginning maintains a role on the JCPC Council. We have been in practice for 21 years and we are one of the largest providers in the county and also the largest provider with Cabarrus DSS. Our primary focus over these many years with DSS has been with working with children, adolescents and families. For the past several years we have been providing counseling within the Cabarrus County School system. So, it is important to me that Genesis ANB maintain an active presence on the JCPC Council.

My schedule for the last two years has been accelerating more than I anticipated. Besides Genesis ANB, we have a behavioral health business that provides TMS treatment to individuals that suffer with severe depression and other Neuro related issues. This business has expanded to a second location with plans to open in more cities. This growth is consuming most of my time and I am sure my schedule will become more hectic in the immediate future.

I had planned to contact you and make a recommendation for one of our highly qualified therapist to be considered as my replacement. Her name is Megan Huffman and she is a LCSW (licensed clinical social worker) and an LCAS (licensed clinical addiction specialist). Megan is also the Lead Therapist for Children and Adolescents at our clinic. I have spoken to Megan and she is excited to have the opportunity to possibly serve on the JCPC Council if nominated and approved.

Please let me know how to proceed with this request.

Regards,

Terry Wise  
Co-Founder Chief Commercial Officer  
Genesis...A New Beginning  
Co-Founder Managing Partner  
TMS of the Carolinas

**JUVENILE CRIME PREVENTION COUNCIL**  
**2-Year Terms**

	<b><u>Appointee</u></b>	<b><u>Representing</u></b>	<b><u>Term of Appointment</u></b>
(1)	Amy Jewell 9287 Naron Lane Harrisburg, NC 28075	School Superintendent (Designee)	Appointment: 07/21/20**** Reappointment: 09/19/22 Term Ending: 09/30/24
(2)	Matthew Greer 41 Cabarrus Avenue W Concord, NC 28025	Police Chief (Designee)	Appointment: 10/18/21  Term Ending: 09/30/23 Re-Appointment: 10/16/23 Term Ending: 09-30-25
(3)	Travis Burke Sheriff's Department P.O. Box 707 Concord, NC 28026	Sheriff (or designee)	Appointment: 10/17/22  Term Ending: 09/30/24
(4)	Ashlie Shanley P.O. Box 70 Concord, NC 28026	District Attorney (or designee)	Appointment: 12/19/22 (unexpired term) Term Ending: 06/30/24
(5)	Malisha Ross 5212 Grass Ridge Drive Charlotte, NC 28216	Area Mental Health (Designee)	Appointment: 07/17/23^ (unexpired term) Term Ending: 09/30/24
(6)	Gayle Alston 611 Green Tree Drive Lewisville, NC 27023	Chief Court Counselor Director (Designee)	Appointment: 07/17/23^ (unexpired term) Term Ending: 09/30/24
(7)	Sharon Reese Department of Social Services 1303 S. Cannon Boulevard Kannapolis, NC 28083	DSS Director (Designee)	Appointment: 06/17/19^^ (unexpired term) Appointment: 06/17/19^^ Reappointment: 09/20/21^ Term Ending: 09/30/23 Reappointment: 10/16/23^ Term Ending: 09-30-25
(8)	Dr. Aalece Pugh-Lilly P. O. Box 707 Concord, NC 28026-0707	County Manager (or Designee)	Appointment: 09/18/23 Term Ending: 09/30/25
(9)	Terry Wise 391 Knoll Court SE Concord, NC 28025	Substance Abuse Professional	Appointment: 07/17/18 Reappointment: 07/21/20 Reappointment: 06/20/22 Term Ending: 06/30/24

(10)	Steven Ayers 296 Trillium Street Concord, NC 28027	Member of Faith Community	Appointment: 09/19/11 Reappointment: 09/16/13 Reappointment: 09/21/15 Reappointment: 10/16/17 Reappointment: 09/16/19* Reappointment: 09/20/21* Term Ending: 09/30/23 Reappointment: 09/18/23* Term Ending: 09/30/25
(11)	Chris Measmer P. O. Box 707 Concord, NC 28026	County Commissioner	Appointment: 12/19/22 Term Ending: 12/31/23 Appointment: 12/18/23 Term Ending: 12/31/24
(12a)	Mikayla Branch 9650 Estridge Lane Concord, NC 28027	Youth < 21	Appointment: 10/17/22 Term Ending: 06/30/24
(12b)	Lakesha Steele 1450 Fairington Drive NW, Apt. 204 Concord, NC 28027	Member of the Public Representing the Interests of Families of At-Risk Youth	Appointment: 12/1/8/23 Term Ending: 06/30/24
(13)	Heather Mobley 145 Union Street South, Suite 108 Concord, NC 28025	Juvenile Defense Attorney	Appointment: 03/20/17^ (unexpired term) Reappointment: 07/17/17^ Reappointment: 06/17/19^ Reappointment: 06/21/21^ Term Ending: 06/30/23 Reappointment: 06/19/23*^ Term Ending: 06/30/25
(14)	Judge Christy Wilhelm County Courthouse P. O. Box 70 Concord, NC 28026-0070	Chief District Court Judge (Designee)	Appointment: 02/20/23 (unexpired term) Term Ending: 06/30/23 Reappointment: 06/19/23* Term Ending: 06/30/25
(15)	Melissa Dixon 794 Bartram Avenue Concord, NC 28025	Member of Business Community	Appointment: 12/18/23 Term Ending: 09/30/25
(16)	Sonja Bohannon-Thacker 2110 Dairy Farm Road Concord, NC 28025	Local Health Director (Designee)	Appointment: 09/16/13 Reappointment: 09/21/15 Reappointment: 10/16/17 Reappointment: 09/16/19*



Reappointment: 09/20/21\*  
 Term Ending: 09/30/23  
 Reappointment: 09/18/23\*  
 Term Ending: 09/30/25

(17)	Carolyn Carpenter 6526 Weldon Circle Concord, NC 28027	Rep. United Way/Other Non-Profit	Appointment: 11/27/06 Reappointment: 07/20/09 Reappointment: 06/20/11 Reappointment: 05/20/13* Reappointment: 06/15/15* Reappointment: 07/17/17* Reappointment: 06/17/19* Reappointment: 06/21/21* Term Ending: 06/30/23 Reappointment: 06/19/25* Term Ending: 06/30/25*
(18)	Jacob Wentink P.O. Box 707 Concord, NC 28026	Active Living & Parks	Appointment: 09/19/22 Term Ending: 09/30/24

County Commissioner Appointees (At-large members)

(19a)	Ashley Fitch 6155 The Meadows Lane Harrisburg, NC 28075		Appointment: 10/17/22 Term Ending: 09/30/24
(19b)	Rosemary Gause 7357 Waterwheel St. SW Concord, NC 28025	Member At Large	Appointment: 12/18/23 Term Ending: 06/30/24
(19c)	Adrian Attaway 401 Laureate Way Kannapolis, NC 28081		Appointment: 10/17/22^ (unexpired term) Term Ending: 09/30/23 Reappointment: 09/18/23 Term Ending: 09/30/25
(19d)	Michelle Wilson (Vice Chair) 41 Eastcliff Drive SE Concord, NC 28025		Appointment: 11/16/09 (unexpired term) Reappointment: 09/19/11 Appointment: 05/20/13** (unexpired term) Reappointment: 06/16/14 Reappointment: 06/20/16 Reappointment: 06/18/18* Reappointment: 07/21/20* Reappointment: 06/20/22*

Term Ending: 06/30/24

(19e)	Connie Philbeck 1100 Braughton Avenue Concord, NC 28025	Appointment: 05/20/13*** Reappointment: 06/15/15 Reappointment: 07/17/17 Reappointment: 06/17/19* Reappointment: 06/21/21* Term Ending: 06/30/23 Reappointment: 06/19/23* Term Ending: 06/30/25
(19f)	Megan Baumgardner (Chairman) 7120 Macedonia Church Road Concord, NC 28027	Appointment: 01/19/10 (unexpired term) Reappointment: 06/21/10 Reappointment: 06/18/12 Reappointment: 06/16/14 Reappointment: 06/20/16*< Reappointment: 06/18/18*< Appointment: 08/19/19*< (unexpired term) Reappointment: 09/21/20*< Reappointment: 09/19/22*< Term Ending: 09/30/24
(19g)	Marta Meares 178 Mary Circle Concord, NC 28025	Appointment: 05/18/09 (unexpired term) Reappointment: 09/21/09 Reappointment: 09/19/11 Reappointment: 09/16/13 Reappointment: 09/21/15* Reappointment: 10/16/17* Reappointment: 09/16/19* Reappointment: 09/20/21* Term Ending: 09/30/23 Reappointment: 09/18/23 Term Ending: 09/30/25*

\* Note: An exception to the Appointment Policy “Length of Service” was granted.

\*\*Michelle Wilson was appointed as the “Local Health Director/Designee” representative on 11/16/09 (unexpired term) and reappointed 09/19/11. She was appointed to an “At-large” position on 05/20/13.

\*\*\*Connie Philbeck was appointed on 05/20/13 to complete an unexpired term and an additional 2-year term ending June 30, 2015.

^ An exception to the Appointment Policy “residency” provision was granted.

< An exception to the Appointment Policy “multiple service” provision was granted.

^^Sharon Reese was appointed to complete an unexpired term and additionally to a two-year term ending September 30, 2021 at the Boards’ June 17, 2019 regular meeting.

\*\*\*\*Amy Jewell was appointed as the “School Superintendent/Designee” representative on July 21, 2020 to complete

an unexpired term and an additional two-year term ending September 30, 2022.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Appointments and Removals - Public Health Authority of Cabarrus County

### **BRIEF SUMMARY:**

The terms for Cecilia Plez, Public Member representative and Mark Spitzer, Public Member representative, on the Public Health Authority end June 30, 2024. The nominating committee is recommending that both Ms. Plez and Mr. Spitzer continue serving on the Public Health Authority Board of Cabarrus County for an additional term. Mr. Spitzer will not recognize the one-year term wait period due to the extenuating circumstances of multiple new board members and the need for stability and historical knowledge. He currently serves as Vice-Chair. An exception to the length of service provision of the Appointment Policy will be needed for Mr. Spitzer.

Dr. Kim Dehler will resign as the Dentist representative effective June 30, 2024. There is one year left in her term. It is recommended Dr. Kerry Dove be appointed to fill the unexpired term ending June 30, 2025.

Dr. Chip Buckwell's, Public Member representative, term will expire June 30, 2024 and will not be renewing a second term. It is recommended to appoint Dr. Natasha Lipscomb as the Public Member representative for a three-year term to expire June 30, 2027.

### **REQUESTED ACTION:**

Motion to reappoint Cecilia Plez (Public Member) and Mark Spitzer (Public Member) to the Public Health Authority of Cabarrus County for three-year terms ending June 30, 2027; including an exception to the length of service provision of the Appointment Policy for Mr. Spitzer.

Motion to remove from the roster Dr. Kim Dehler and Dr. Chip Buckwell and thank them for their service.

Motion to appoint Dr. Kerry Dove (Dentist) to complete the unexpired term ending June 30, 2025.

Motion to appoint Dr. Natasha Lipscomb (Public Member) to a three-year term expiring June 30, 2027.

**EXPECTED LENGTH OF PRESENTATION:**

**SUBMITTED BY:**

Caroline Criscoe, Clerk to the Board, Cabarrus County Public Health Authority

**BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▢ Recommendation Letters
- ▢ Roster



**CABARRUS  
HEALTH  
ALLIANCE**

*at NC Research Campus*

May 29, 2024

Cabarrus County Board of Commissioners  
65 Church Street, South  
Concord, NC 28025

To Whom It May Concern:

The Nominating Committee of the Public Health Authority of Cabarrus County along with a unanimous vote of the board, recommend Mr. Mark Spitzer for an additional board term.

Mr. Spitzer has faithfully served two terms and currently holds the role of Vice-Chair. The board recognizes the by-law allowance to waive the one-year waiting period after two terms served. With three new members joining the nine-member board, Mr. Spitzer's continuity will benefit the organization and greater community.

Mr. Spitzer's civic involvement in the community equips him to guide the agency in our strategic endeavors. He is deeply passionate about improving our community's health and well-being. He serves as a member of the board's Finance Committee.

Thank you for consideration. I am happy to provide additional information as requested.

Sincerely,

**Erin Shoe, MPH**  
Public Health Director  
Cabarrus Health Alliance



**CABARRUS  
HEALTH  
ALLIANCE**

*at NC Research Campus*

May 29, 2024

Cabarrus County Board of Commissioners  
65 Church Street, South  
Concord, NC 28025

To Whom It May Concern:

The Nominating Committee of the Public Health Authority of Cabarrus County, along with a unanimous vote of the board, recommend Ms. Cecilia Plez for an additional board term.

Ms. Plez has completed one board term and is in excellent standing with attendance and participation. She brings outstanding guidance to the organization, especially regarding the growing Latino population in our region.

Ms. Plez is active in our Cabarrus community through a variety of boards and volunteer positions. She uses those experiences, coupled with her lived experience and professional knowledge, to guide the agency's strategic initiatives.

Thank you for consideration. I am happy to provide additional information as requested.

Sincerely,

**Erin Shoe, MPH**  
Public Health Director  
Cabarrus Health Alliance

May 29, 2024

Cabarrus County Board of Commissioners  
65 Church Street, South  
Concord, NC 28025

To Whom It May Concern:

It is with great enthusiasm that I offer this letter of recommendation for Dr. Natasha Lipscomb for The Public Health Authority of Cabarrus County's board as a Public Member. Dr. Lipscomb is a long-standing leader in our community and acutely aware of our community realities.

Dr. Lipscomb serves as the Rowan Cabarrus Community College Vice President of the Division of Student Success. Her professional experience provides much insight to the needs of thousands of Rowan Cabarrus Community College students, but also the workforce demands of today's society. As healthcare professional shortages grow in the United States, Dr. Lipscomb's expertise will drive one of many strategic discussions at the Cabarrus Health Alliance including the retention and recruitment of staff and career pathways for all students. Additionally, her extensive experience supporting students and their families navigating the complexities of today's workforce – in many industries – will be a major benefit to the current Board's knowledge.

Thank you for recognizing Dr. Lipscomb as the next Public Member on The Public Health Authority of Cabarrus County's Board. On behalf of the nominating committee and full board, we look forward to working with and learning from her.

Sincerely,



**Erin Shoe, MPH**  
Public Health Director  
Cabarrus Health Alliance



May 29, 2024

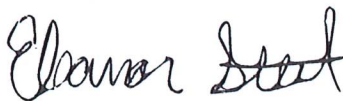
To Whom It May Concern:

It is with great joy that I offer this letter of recommendation for Dr. Kerry Dove as the dentist representative for The Public Health Authority of Cabarrus County's board. Dr. Dove provides invaluable direct patient services and dedicates her time to supporting children and families of Cabarrus County.

Dr. Kerry Dove owns her own pediatric dental practice located in Cabarrus County where she also supports many local non-profits. A Concord native, Dr. Dove returned to this area in order to provide high quality dental care to all children, including those with special health care needs and those with a limited ability to pay. Dr. Dove regularly sees Medicaid patients and understands the difficulties that patients with Medicaid or no insurance face in obtaining dental care. She passionately advocates for children with special health care needs and families who need additional support to obtain optimal health.

Thank you for recognizing Dr. Dove as the next dentist member on The Public Health Authority of Cabarrus County's board. On behalf of the nominating committee, the full board, and the dental division, we look forward to working with and learning from her as she begins her service.

Sincerely,



Eleanor Steel, DMD, MPH  
Dental Director  
Cabarrus Health Alliance

PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY

9-Member Board  
3-year terms

<u>Member</u>	<u>Representing</u>	<u>Date of Appointment</u>
	Diseases	APPOINTMENT: TERM ENDING:
Dr. Lara Pons 1886 Waldeck Court Mt. Pleasant, NC 28124	Family Medicine Physician	Appointment: 06/19/17 Reappointment: 06/15/20 Reappointment: 05/15/23* Term Ending: 06/30/26
Cecilia Plez 4799 Asherton Place NW Concord, NC 28027	Public Member (Unaffiliated With Foregoing)	Appointment: 06/21/21 Effective: 07/01/21 Term Ending: 06/30/24
Mark Spitzer 2115 Golfcrest Drive Kannapolis, NC 28081	Public Member (Unaffiliated With Foregoing)	Appointment: 06/18/18^ Reappointment: 06/21/21^ Term Ending: 06/30/24
Dr. Chip Buckwell 1506 Daybreak Ridge Road Kannapolis, NC 28081	Public Member (Unaffiliated With Foregoing)	Appointment: 03/21/22 (unexpired term) Term Ending: 06/30/24
Steve Morris P. O. Box 707 Concord, NC 28026	Member, Cabarrus Co. Board of Commissioners	Appointment: 07/15/13 (unexpired term) Reappointment: 06/20/16 Reappointment: 07/29/19 Reappointment: 06/20/22 Term Ending: 06/30/25
Asha Rodriquez 9611 Ashley Green Court Concord, NC 28027	Member, Atrium Health-Cabarrus Local Governing or Advisory Board	Appointment: 12/20/21 (unexpired term) Reappointment: 06/20/22 Term Ending: 06/30/25
Daryle Adams 234 Scenic Drive Concord, NC 28025	Leadership Representative, Kannapolis City Schools	Appointment: 06/21/21 (unexpired term) Effective: 07/01/21 Reappointment: 06/20/22 Term Ending: 06/30/25
Dr. Kimberly Dehler 130 Wendover Heights Circle Charlotte, NC 28211	Dentist	Appointment: 10/21/19^ Reappointment: 06/20/22^ Term Ending: 06/30/25

(10/21/96 - Adoption of Resolution Establishing Authority with Board members)  
(05/97 - Re-adoption of Public Health Authority Resolution)  
(4/20/98 Health Board Dissolved)

^Exception to the Appointment Policy "residency" provision.

\*Exception to the Appointment Policy "length of service" provision.

The Public Health Authority Board has transitioned to a 9-member board effective July 1, 2019, under new by-laws adopted by the Board on May 14, 2019 and approved by the Cabarrus County Board of Commissioners on June 17, 2019.

CHA Board Meetings effective April 9, 2012:

Cabarrus Health Alliance, Board Room

300 Mooresville Road

Kannapolis, North Carolina 28081

Cabarrus Health Alliance Board members have not ever been compensated.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Appointments and Removals - Cabarrus County Tourism Authority

### **BRIEF SUMMARY:**

The Cabarrus County Tourism Authority has 4 seats that need to be appointed for the term commencing July 1, 2024 and ending on June 30, 2027. The nominating group's nominees are as follows:

Cabarrus County - Seat #4 - Kenny Wortman

Cabarrus County Tourism Authority - Seat #5 Lloyd Payne

Cabarrus County Tourism Authority - Seat #11 Vinay Patel\*^

Cabarrus Regional Chamber of Commerce - Seat #6 Melissa Ewart^

\*Reappointment

^An exception to the residency provision of the Appointment Policy will be needed.

The following people have terms that expire June 30, 2024: Diane Honeycutt, Terry Crawford and Owen Parker who will be removed from the roster.

### **REQUESTED ACTION:**

Motion to remove Diane Honeycutt (Seat #4), Terry Crawford (Seat #5) and Owen Parker (Seat #6) from the Cabarrus County Tourism Authority and thank them for their service.

Motion to appoint Kenny Wortman (Seat #4), Lloyd Payne (Seat #5) and Melissa Ewart (Seat #6) to the Cabarrus County Tourism Authority for a three-year term commencing July 1, 2024 and ending June 30, 2027; including an exception to the residency provision of the Appointment Policy for Ms. Ewart.

Motion to reappoint Vinay Patel (Seat #11) to the Cabarrus County Tourism Authority for three-year terms commencing July 1, 2024 and ending June 30, 2027; including an exception to the residency provision of the Appointment Policy.

**EXPECTED LENGTH OF PRESENTATION:**

**SUBMITTED BY:**

Greg Walter, Chairman, Cabarrus County Tourism Authority Board of Directors  
Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

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

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**ATTACHMENTS:**

- ▢ Letter of Recommendation
- ▢ Letter of Recommendation
- ▢ Roster



April 24, 2024

Dear Cabarrus County Board of Commissioners:

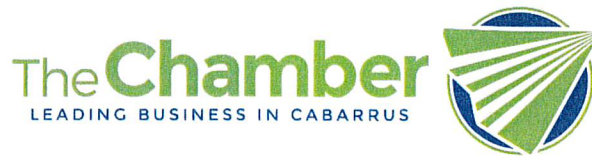
This letter is to notify you of the nominees for seat #5 and #11 on the Cabarrus County Tourism Authority Board of Directors effective July 1, 2024, and expiring on June 30, 2027. The nominees are:

Seat #5 – Lloyd Payne (Appointment)

Seat #11 – Vinay Patel (Reappointment) We are also requesting a residence exemption for Vinay Patel. Vinay is a past member of the Tourism Authority Board, and his company owns and operates 3 hotels in Cabarrus County.

Sincerely

Greg Walter  
Chairman, Board of Directors  
Cabarrus County Tourism Authority



March 18, 2024

Mrs. Donna Carpenter, President/CEO  
Cabarrus County Convention and Visitors Bureau  
10099 Weddington Road, Suite 102  
Concord, North Carolina 28027

Dear Donna,

On behalf of The Chamber, Leading Business in Cabarrus, we would like to nominate Melissa Ewart, general manager, Hilton Garden Inn, to serve a first term on the Cabarrus County Convention and Visitors Bureau Board of Directors to fill the Chamber/Hotelier #6 seat, with her term beginning July 1, 2024, and expiring on June 30, 2027.

Thank you for your consideration.

Best regards,

A handwritten signature in blue ink that reads "Barbi Jones". The signature is written in a cursive, flowing style.

Barbi Jones

TOURISM AUTHORITY  
12 Members  
3-Year Terms

<u>Appointee</u>	<u>Seat Number</u>	<u>Term of Appointment</u>
BOC MEMBER OR COUNTY MANAGER (AT-LARGE)		
Diane R. Honeycutt County Commissioner P.O. Box 707 Concord, NC 28026	4	APPOINTMENT: 07/18/16 (unexpired term) REAPPOINTMENT: 06/18/18 REAPPOINTMENT: 06/21/21 TERM EXPIRING: 06/30/24
HOTELIER (AT-LARGE)		
Devante' Watkins 3590 Covington Commons Avenue SW Concord, NC 28027	7	APPOINTMENT: 03/20/23 (unexpired term) TERM EXPIRING: 06/30/25
AT-LARGE		
Mike Downs P.O. Box 707 Concord, NC 28026 (exception to appt. policy)	1	APPOINTMENT: 06/15/20  TERM EXPIRING: 06/30/23 REAPPOINTMENT: 06/19/23*~ TERM EXPIRING: 06/30/26
<u>NOMINATED BY CABARRUS COUNTY TOURISM AUTHORITY</u>		
AT-LARGE		
Terry Crawford 5576 Yorke Street NW Concord, NC 28027	5	APPOINTMENT: 06/18/18 REAPPOINTMENT: 06/21/21 TERM EXPIRING: 06/30/24
HOTELIER		
Angela Brown 2664 Kinsley Avenue NW Concord, NC 28027	8	APPOINTMENT: 06/20/22  TERM EXPIRING: 06/30/25
TOURISM ACTIVIST		
Greg Walter 12539 Overlook Mountain Drive Charlotte, NC 28216 *(exception to appt. policy)	2	APPOINTMENT: 06/15/20*  TERM EXPIRING: 06/30/23 REAPPOINTMENT: 06/19/23*^ TERM EXPIRING: 06/30/26
TOURISM ACTIVIST		
Steve Steinbacher 1513 Hansom Lane Concord, NC 28027	10	APPOINTMENT: 05/21/18 (unexpired term) REAPPOINTMENT: 06/15/20 TERM EXPIRING: 06/30/23



REAPPOINTMENT: 06/19/23\*  
 TERM EXPIRING: 06/30/26

**HOTELIER**

Vinay Patel	11	APPOINTMENT:	06/21/21*
9230 Hollybush Lane		EFFECTIVE:	07/01/21
Charlotte, NC 28277		TERM EXPIRING:	06/30/24
*(exception to appt. policy)			

**AT-LARGE**

Jay White	12	APPOINTMENT:	07/17/18
5601 Meadow Bluff Court		(unexpired term)	
Concord, NC 28027		REAPPOINTMENT:	06/17/19
		REAPPOINTMENT:	06/20/22
		TERM EXPIRING:	06/30/25

**NOMINATED BY THE CABARRUS REGIONAL CHAMBER OF COMMERCE****HOTELIER**

Owen Parker	6	APPOINTMENT:	06/18/18
11588 Crossroads Place		REAPPOINTMENT:	06/21/21
Concord, NC 28025		TERM EXPIRING:	06/30/24

**At-LARGE**

James Ross	9	APPOINTMENT:	11/21/22
3872 Meadow Ridge Drive NW		(unexpired term)	
Concord, NC 28027		TERM EXPIRING:	06/30/25

**AT-LARGE**

Alison Paladino	3	APPOINTMENT:	06/19/23
1564 Duckhorn Street NW		TERM EXPIRING:	06/30/26
Concord, NC 28027			

Meetings: 4th Wednesday of each month - 8:00 A.M. Location is announced.

Note: The Board ratified the change in term expiration for members of the Tourism Authority as set forth in Article 4, Section 4.3, (Composition; Appointment; Term.) of the Authority's bylaws, as adopted by the Authority on July 22, 2008.

Seats 10, 11 and 12 were added per Senate Bill 1357 by the General Assembly, Session 2009.

Note: In order to align with current Cabarrus County Tourism Authority legislation and by-laws, the Board transferred Angie Brown from Seat #5 to Seat #11 and transferred Jennifer Parsley from Seat #11 to Seat #5 as requested from the CVB Board of Directors.

\*Reappointment.

^An exception to the residency provision of the Appointment Policy will be needed.

~An exception to the multiple boards provision of the Appointment Policy will be needed.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Appointments and Removals - Transportation Advisory Board

### **BRIEF SUMMARY:**

The following Transportation Advisory Board members have terms that end June 30, 2024: Art Whittaker (County Schools), Mitchell Burris (Law Enforcement), Skip Kraft (Vocational / Sheltered Workshops), Ann Benfield (Head Start) and Anthony Hodges (Human Services Aging). Mr. Whittaker, Mr. Burris, Mr. Kraft, and Ms. Benfield would like to serve another term. An exception to the length of service provision of the Appointment Policy will be needed for Mr. Whittaker, Mr. Burris, Mr. Kraft, and Ms. Benfield. An exception to the residency provision of the Appointment Policy will be needed for Mr. Whittaker and Mr. Kraft. An exception to the service on multiple boards provision of the Appointment Policy will be needed for Ms. Benfield. Anthony Hodges retired from his position with the County and no longer serves on this board. Tammy Bare has agreed to serve as the Human Services Aging representative. An exception to the service on multiple boards provision of the Appointment Policy will be needed for Ms. Bare.

Tony Lapish has agreed to serve as the Citizen Advocate - Retired representative. An exception to the service on multiple boards provision of the Appointment Policy will be needed for Mr. Lapish.

### **REQUESTED ACTION:**

Motion to reappoint Art Whittaker (County Schools), Mitchell Burris (Law Enforcement), Skip Kraft (Vocational / Sheltered Workshops), and Ann Benfield (Head Start) to the Transportation Advisory Board for three-year terms ending June 30, 2027; including an exception to the length of service provision of the Appointment Policy for Art Whittaker (County Schools), Mitchell Burris (Law Enforcement), Skip Kraft (Vocational / Sheltered

Workshops), and Ann Benfield (Head Start); an exception to the residency provision of the Appointment Policy for Mr. Whittaker and Mr. Kraft; and an exception to the service on multiple boards provision of the Appointment Policy for Ms. Benfield.

Motion to remove Anthony Hodges from the Transportation Advisory Board roster and thank him for his service.

Motion to appoint Tammy Bare to the Transportation Advisory Board for a three-year term as the Human Services Aging representative ending June 30, 2027; including an exception to the service on multiple boards provision of the Appointment Policy.

Motion to appoint Tony Lapish to the Transportation Advisory Board for a three-year term as the Citizen Advocate-Retired representative ending June 30, 2027; including an exception to the service on multiple boards provision of the Appointment Policy.

## **EXPECTED LENGTH OF PRESENTATION:**

### **SUBMITTED BY:**

Larry Belk, Transportation Clerk

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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### **ATTACHMENTS:**

- ▣ Letter of Recommendation
- ▣ Roster



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Department of Human Services - Transportation

Letter of Recommendation

05/17/2024

After speaking to each of the individuals that are being presented for confirmation to the Transportation Advisory Board and everyone having agreed to serve on this board, it is my recommendation as secretary of the Transportation Advisory Board that each of them be approved for appointment or reappointment to the Transportation Advisory Board for a three-year term beginning July 1, 2024 and ending on June 30, 2027.

Larry Belk  
Cabarrus County Transportation Services  
TAB Secretary

TRANSPORTATION ADVISORY BOARD  
18 MEMBERS

<u>Appointee</u>	<u>Agency Represented</u>	<u>Term of Appointment</u>
Vacant	Citizen Advocate/ Retired	APPOINTMENT:  TERM EXPIRING: 06/30/21
Charles Hendrix 185 Corban Avenue SE Concord, NC 28025 (6/15/20 - Exception to Appt. Policy) (6/19/23 - Exception to Appt. Policy)	Citizen Advocate/ ADA	APPOINTMENT: 01/21/14 REAPPOINTMENT: 05/15/17 REAPPOINTMENT: 06/15/20 TERM EXPIRING: 06/30/23 REAPPOINTMENT: 06/19/23* TERM EXPIRING: 06/30/26
Art Whittaker 30102 Westridge Court Albemarle, NC 28001 (11/15/15 - Exception to Appt. Policy) (06/18/18 - Exception to Appt. Policy) (06/21/21 - Exception to Appt. Policy)	County Schools	APPOINTMENT: 11/16/15 REAPPOINTMENT: 06/18/18 REAPPOINTMENT: 06/21/21 TERM EXPIRING: 06/30/24
Leticia Loadholt DHS Employee Dept. of Human Services 1303 S. Cannon Boulevard Kannapolis, NC 28083	Human Services DSS	APPOINTMENT: 06/19/23 TERM EXPIRING: 06/30/26
Mitchell Burris 401 Laureate Way Kannapolis, NC 28081 (06/21/21 - Exception to Appt. Policy)	Law Enforcement	APPOINTMENT: 09/21/15 REAPPOINTMENT: 06/18/18 REAPPOINTMENT: 06/21/21 TERM EXPIRING: 06/30/24
Vacant	Hispanic Community	APPOINTMENT:  TERM EXPIRING: 06/30/21
Anthony Hodges DHS Employee Dept. of Human Services 1303 S. Cannon Boulevard Kannapolis, NC 28083 (05/15/17 - Exception to Appt. Policy) (08/18/18 - Exception to Appt. Policy) (06/21/21 - Exception to Appt. Policy)	Human Services Aging	APPOINTMENT: 05/15/17 (unexpired term) REAPPOINTMENT: 06/18/18 REAPPOINTMENT: 06/21/21 TERM EXPIRING: 06/30/24
Vacant	Midland Area	APPOINTMENT:  TERM EXPIRING:

Skip Kraft	Vocational/Sheltered	APPOINTMENT:	07/20/15
100 B Willow Road	Workshops	REAPPOINTMENT:	06/18/18
Salisbury, NC 28147		REAPPOINTMENT:	06/21/21
(07/20/15 - Exception to Appt. Policy)		TERM EXPIRING:	06/30/24
(06/18/18 - Exception to Appt. Policy)			
(06/21/21 - Exception to Appt. Policy)			
(Ex Officio Member)			

Megan Shuping	Cab. Health Alliance	APPOINTMENT:	06/18/18
99 Hillside Avenue SW	Healthy Cabarrus	(unexpired term)	
Concord, NC 28025		REAPPOINTMENT:	06/17/19
(6/17/19 - Exception to Appt. Policy)		REAPPOINTMENT:	07/18/22
		TERM EXPIRING:	06/30/25

Ann Benfield	Head Start	APPOINTMENT:	07/20/15
653 Marigold Drive		REAPPOINTMENT:	06/18/18
Kannapolis, NC 28083		REAPPOINTMENT:	06/21/21
(06/21/21 - Exception to Appt. Policy)		TERM EXPIRING:	06/30/24

Vacant	NC Mental Health	APPOINTMENT:	
		TERM EXPIRING:	06/30/18
(Ex Officio Member)			

Judy Coble	LIFE Center	APPOINTMENT:	08/19/13
Coltrane LIFE Center		REAPPOINTMENT:	06/20/16
321 Corban Avenue SE		REAPPOINTMENT:	06/17/19
Concord, NC 28025		REAPPOINTMENT:	06/20/22
(Ex Officio Member)		TERM EXPIRING:	06/30/25
(8/19/13 - Exception to Appt. Policy)			
(6/20/16 - Exception to Appt. Policy)			
(6/17/19 - Exception to Appt. Policy)			
(6/20/22 - Exception to Appt. Policy)			

Kara Clark	Cabarrus EMS	APPOINTMENT:	06/19/23
Cabarrus EMS		TERM EXPIRING:	06/30/26
31 Willowbrook Drive			
Concord, NC 28027			

Vacant	Social Work (Blind)	APPOINTMENT:	
		TERM EXPIRING:	06/30/21
(EX Officio Member)			

Jon Bradley	County Safety Mgr.	APPOINTMENT:	08/19/19
P.O. Box 707		REAPPOINTMENT:	06/20/22
Concord, NC 28026		TERM EXPIRING:	06/30/25
(8/19/19 - Exception to Appt. Policy)			

(6/20/22 - *Exception to Appt. Policy*)

James Polk	Citizen Advocate/	APPOINTMENT:	01/21/14
224 Deal Street SE	Aging	REAPPOINTMENT:	05/15/17
Concord, NC 28025		REAPPOINTMENT:	06/15/20
(1/21/14 - <i>Exception to Appt. Policy</i> )		TERM EXPIRING:	06/30/23
(5/15/17 - <i>Exception to Appt. Policy</i> )			
(6/15/20 - <i>Exception to Appt. Policy</i> )			
(6/19/23 - <i>Exception to Appt. Policy</i> )		REAPPOINTMENT:	06/10/23*
		TERM EXPIRING:	06/30/26

Vacant	Local Clergy	APPOINTMENT:
		TERM EXPIRING:

Established July 22, 1991; Expanded March 26, 2001 (Effective July 1, 2001);  
Additional Members added December 17, 2001 and April 21, 2003

Note: On July 20, 2009, per the Transportation Department, the addition of the "Local Clergy" position was added to the roster at the request of the State.

Note: On June 20, 2011, the "retired" position was reclassified as "law enforcement" and "Lifespan" was reclassified as "citizen advocate/retired".

Note: On November 16, 2015, the "Human Services Aging position was reclassified as "Hispanic Community"; the "Human Services - DSS" position to Human Services - Aging", "Human Services" position to "Human services - DSS"; and "Supported Employment" position to "Vocational/Sheltered Workshops".

\*An exception to the length of service appointment policy will be needed.



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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#### **AGENDA CATEGORY:**

Consent Agenda

#### **SUBJECT:**

(Appointments) and Removals - Youth Commission

#### **BRIEF SUMMARY:**

A change in appointments due to graduations and term expirations.

Please remove from the roster the following 2024 graduating seniors from the Youth Commission:

Makhi Nash - A.L. Brown High School  
Owais Kamran - Central Cabarrus High School  
Connor Solvason - Cox Mill High School  
Anna Lin - Hickory Ridge High School  
Konner Black - Northwest Cabarrus High School  
Nattellie Anderson - At-Large  
Scarlet West - At-Large

Please remove from the roster the following persons from the Youth Commission as their terms have expired:

Jaxon Boss - At-Large  
Nihar Kummetha - At-Large  
Ansh Kamdar - Concord High School  
Ana McAuley - Mt. Pleasant High School

#### **REQUESTED ACTION:**

Motion to remove from the roster the following persons from the Youth Commission and thank them for their service:

Makhi Nash - A.L. Brown High School  
Owais Kamran - Central Cabarrus High School  
Connor Solvason - Cox Mill High School  
Anna Lin - Hickory Ridge High School  
Konner Black - Northwest Cabarrus High School  
Nattellie Anderson - At-Large  
Scarlet West - At-Large  
Jaxon Boss - At-Large  
Nihar Kummetha - At-Large  
Ansh Kamdar - Concord High School  
Ana McAuley - Mt. Pleasant High School

**EXPECTED LENGTH OF PRESENTATION:**

**SUBMITTED BY:**

Molly Kleman, Cooperative Extension Agent

**BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▢ Resignation Letter
- ▢ Roster



715 Cabarrus Avenue W  
Concord, NC 28027  
P: 704-920-3310

May 6, 2024

Cabarrus County Commissioners  
65 Church Street  
Concord NC 28025

Dear Commissioners,

The 2023-2024 Youth Commission had a great year and is looking forward to kicking off a new year in the fall.

We have had multiple members who graduated in May of 2024. We request that their appointments be terminated and removed from the roster.

Makhi Nash - A.L Brown High School  
Owais Kamran - Central Cabarrus High School  
Connor Solvason - Cox Mill High School  
Anna Lin - Hickory Ridge High School  
Konner Black - Northwest Cabarrus High School  
Nattellie Anderson - At Large  
Scarlet West - At Large

Additionally, a few Youth Commissioner terms have come to an end. We request that their appointments be removed from the roster.

Jaxon Boss - At Large  
Nihar Kummetha - At Large  
Ansh Kamdar - Concord High School  
Ana McAuley - Mt. Pleasant High School

We are currently accepting new applications and look forward to interviewing in the fall.

Thank you for your continued support of this program.

Yours in 4-H,

A handwritten signature in black ink, appearing to read "Molly", followed by a horizontal line.

Molly Kleman  
4-h Agent, Cabarrus County Center



**Cabarrus County Youth Commission**  
**22 Members**  
**2-Year Terms**

Name	Graduating	School	Term	
Makhi Nash	2024	A.L. Brown High School	APPOINTMENT:	01-18-22
			TERM EXPIRING:	06-30-23
			APPOINTMENT:	09-18-23
			TERM EXPIRING:	06-30-25
Malchiah Lewis	2027	A.L. Brown High School	APPOINTMENT:	02-19-24
			TERM EXPIRING:	06-30-25
Owais Kamran	2024	Central Cabarrus High School	APPOINTMENT:	10-17-22
			TERM EXPIRING:	06-30-24
		Central Cabarrus High School	APPOINTMENT:	
			TERM EXPIRING:	
Adit Kamdar	2025	Concord High School	APPOINTMENT:	10-18-21
			TERM EXPIRING:	06-30-23
			REAPPOINTMENT:	09-18-23
			TERM EXPIRING:	06-30-25
Ansh Kamdar	2026	Concord High School	APPOINTMENT:	10-17-22
			TERM EXPIRING:	06-30-24
Connor Solvason	2024	Cox Mill High School	APPOINTMENT:	10-17-22
			TERM EXPIRING:	06-30-24
Matthew Torres	2025	Cox Mill High School	APPOINTMENT:	09-18-23
			TERM EXPIRING:	06-30-25
Anna Lin	2024	Hickory Ridge High School	APPOINTMENT:	09-18-23
			TERM EXPIRING:	06-30-25
Kavya Saxena	2027	Hickory Ridge High School	APPOINTMENT:	09-18-23
			TERM EXPIRING:	06-30-25
		Jay M. Robinson High School	APPOINTMENT:	
			TERM EXPIRING:	
		Jay M. Robinson High School	APPOINTMENT:	
			TERM EXPIRING:	
Ana McAuley	2025	Mt. Pleasant High School	APPOINTMENT:	10-17-22

			TERM EXPIRING:	06-30-24
		Mt. Pleasant High School		
Konner Black	2024	Northwest Cabarrus High School	APPOINTMENT: TERM EXPIRING:	10-17-22 06-30-24
Hadi Abdul	2026	Northwest Cabarrus High School	APPOINTMENT: TERM EXPIRING:	09-19-23 06-30-25
		West Cabarrus High School	APPOINTMENT: TERM EXPIRING:	
		West Cabarrus High School	APPOINTMENT: TERM EXPIRING:	
Nihar Kummetha	2025	At Large	APPOINTMENT: TERM EXPIRING:	10-17-22 06-30-24
Nattellie Anderson	2024	At Large	APPOINTMENT: TERM EXPIRING:	10-17-22 06-30-24
Scarlet West	2024	At Large	APPOINTMENT: TERM EXPIRING:	10-17-22 06-30-24
Jaxon Boss	2026	At Large	APPOINTMENT: TERM EXPIRING:	10-17-22 06-30-24

Note: The Board of Commissioners changed the terms to end on June 30 on March 19, 2012.

Note: Two (2) additional At-large positions were added per revised Youth Council's by-laws adopted by the Board of Commissioners July 21, 2014.

Note: The official name of the Cabarrus County Youth Council was amended to the Cabarrus County Youth Commission at the Board of Commissioners' meeting on February 16, 2015.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Active Living and Parks - New Pool Contract

### **BRIEF SUMMARY:**

Swim Club Management Group (SCMG) is the new contract vendor for the Camp T.N. Spencer Swimming Pool. This contract is the same as the one previously approved through June 30, 2024. The dates have been changed to cover July 1, 2024 - June 30, 2026.

SWMG is new to Cabarrus County this year. They have been performing all pre-opening maintenance, permitting, well permits, and preparing for the opening Memorial Day Weekend. Pool operation is through Labor Day.

### **REQUESTED ACTION:**

Motion to approve the contract with Swim Club Management Group through June 30, 2026.

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

### **SUBMITTED BY:**

Londa Strong, Director

Jacob Wentink, Camp T.N. Spencer Park Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▣ 2024 Management Proposal





# SCMG

Camp Spencer  
Management Contract Agreement  
May 16<sup>th</sup>, 2024



Swim Club Management Group  
9800 West Kinsey Ave.  
Suite #135  
Huntersville, NC 28078  
[www.SwimClubCharlotte.com](http://www.SwimClubCharlotte.com)





## SWIM CLUB MANAGEMENT AGREEMENT

This management agreement, between **Swim Club Management Group of Charlotte, LLC.** (the “Company”), a North Carolina corporation, and **Camp Spencer** (the “Customer”), is to provide for the operation and management by the Company of the Customer’s swimming pool/Swim Club located in **Cabarrus County, North Carolina** in accordance with the specifications, conditions, and terms set forth herein.

1. **Effective Date.** This agreement, when executed by both parties hereto, shall become effective immediately for **2024, 2025, and 2026**, as detailed in this agreement.
2. **Proposal Expiration Option.** This agreement is voidable at the Company’s option if not executed by the Customer and returned to the Company within thirty (30) days.
3. **Access and Utilities.** The Customer will permit and maintain free access to the pool site to the Company and upon signing this agreement the Customer will provide four (4) sets of keys to the Company to open any and all locks required to operate the pool. The Customer agrees to reimburse the Company for expenses associated with making these four (4) sets for keys. The Company shall keep and safeguard keys and only release keys to authorized personnel. Keys shall be returned to Customer in the event of termination of this agreement.

Customer shall also agree to furnish at the swim club without cost to Company:

1. water.
  2. electricity.
  3. 110 volt electric outlet in pump room.
  4. garbage pick-up service.
  5. lifeguard stands, rescue tubes, spinal backboard, and umbrellas for lifeguard stands.
  6. Landline telephone with capabilities of making local calls operational from April 15 through the end of the pool season.
  7. Equipment to operate pool required by local county health department codes.
  8. Complete written copy of pool rules shall be provided to the Company 30 days prior to Opening Day.
  9. Any other equipment or services necessary to render the pool facility compliant with industry standards according to any regulatory bodies with authority over the pool facility including, but not limited to, OSHA or the local health department.
4. **Telephone.** The Customer shall be responsible for providing an operational landline telephone from April 15 until the end of the pool season that is accessible to Company’s staff at the pool site. For safety reasons, and in compliance with local and state regulations, the pool will not open or be permitted without an operational landline telephone with corresponding address confirmed by 911 emergency response. The phone will be checked daily to ensure proper functionality.
  5. **Opening Duties.** The Company agrees to provide the following services prior to opening the pool for operation. This work will be subject to review by the Customer’s General Manager, Pool Committee Person and/or Pool Manager.
    - a. remove and clean Customer’s pool cover (*where applicable*).
    - b. vacuum pool
    - c. clean pool enclosure area.



- d. inspect chemical feeders.
- e. inspect all filtration equipment.
- f. inspect flow meters, pressure gauges, and valves.
- g. mount guard chairs, and ladders.
- h. clean bathroom.
- i. inspect underwater lights.
- j. order, store and inject all necessary chemicals to establish proper levels for: free chlorine, total alkalinity, pH, calcium hardness, and conditioner.
- k. set out and pressure wash deck furniture.
- l. start up equipment.
- m. company is not responsible for the installation or removal of ADA lifts, dive blocks, and/or backstroke flags.
- n. perform requisite repair work as needed and authorized by Customer (see "Repair Work").
- o. If Customer's pool needs to be drained and cleaned prior to opening Company agrees to do so for an amount not to exceed \$2,500.00. The cost of water to refill the pool will be the Customer's responsibility.

Permit: The Company will assist the Customer in obtaining a Swimming Pool Operation Permit from the local health department.

The Company shall:

- 1. Clean and chemically balance pool to health department standards.
- 2. Make necessary repairs and provide parts under the terms of "Repair Work" section of this Agreement.
- 3. Complete the Operating Permit Application and return it to the Health Department with the Permit Fee.
- 4. Schedule pre-season health department inspection and meet the county health department inspector at Customer's pool to walk through the inspection with the health department inspector, as required.

The Customer agrees to:

- 1. Reimburse Company for any applicable Permit Fees and \$25 processing fee.

Initial Opening. Company agrees pool will be clean and free of algae no later than one (1) week prior to Opening Day, unless the Customer has contracted differently with the Company.

Preseason Swim Team Practice. If Customer hosts a swim team, and if requested by the Customer prior to April 1<sup>st</sup>. The Company shall prepare the pool for swim team practice earlier than the normal opening date at no extra charge to the Customer. Maintenance of the pool during such preseason swim team practice period shall be invoiced to Customer separately. The Company shall stand ready to provide daily maintenance and chemical testing during this period at a rate of \$125 per day.

- 6. **Pool Operation.** Company agrees to hire and train a Pool Manager, certified lifeguards, and other personnel as required to operate the pool in accordance with **Attachment A** provided herein.



**Safety Break or Lap Swim Periods.** Company recommends clearing the pool once every hour for a period of 10 – 15 minutes, allowing use of the pool to only experienced or lap swimmers. Lap swim is considered continuous swimming back and forth in individual lanes. During this period, neither the Pool Manager nor the Lifeguards will be on duty or actively scanning the pool, and neither the Pool Manager, Lifeguards, nor the Company shall be responsible for anyone using the pool. This recommendation shall be mandatory for pools where only one lifeguard is on duty.

**Vandalism and Natural Disasters.** The Customer shall pay additional charges to the Company for cleanup required as the result of vandalism, natural disasters, or Acts of God. The Company will seek Customer's approval before starting cleanup procedures.

**Post-Closing Day.** At the option of the Customer, the Company will staff and maintain the pool, thus providing all necessary services to allow swimming with a lifeguard on duty after the Closing Day. The Customer will notify Company on or before August 10<sup>th</sup> concerning post-Closing Day openings. The cost is \$65.00 for each day (including days the pool is closed) from the originally scheduled Closing Day through the final day the pool is open for swimming, plus \$35.00 per lifeguard hour for time worked. An additional four (4) hours will be added for pre/post operational maintenance hours. Amount shall be paid to the Company on the initial day of post-Closing operation. The cost is to be extra to the contract in addition to the fees as provided hereinafter. This rate will also apply to any pre-Opening Day openings including those requests made by the Customer's Swim Team. The Company maintains the right to decline any extension of services as determined by Attachment A based on the availability of staffing and additional resources.

**Additional Lifeguards.** The Company will provide lifeguards for special events and after-hours parties at the request of the Customer subject to the following:

Lifeguard hours and gate attendant hours provided by the Company other than those specified in this contract shall be billed to the Customer, Customer's Swim Team, or Customer's Members at the Company's prevailing rate, which is currently \$35.00 per lifeguard hour. No lifeguard shall be provided by Company beyond the hour of 11:00 p.m. ET.

If additional lifeguards are needed for parties, special events (including Swim Team), or normal operations the Customer is required to use Company lifeguards.

Any organized gathering regardless of size must be booked through the Company's website in advance. There will be no charge to the Customer for additional lifeguards for parties with 12 or fewer people attending.

If the Customer requires lifeguards for parties or special events during or after normal operation hours, the Customer is responsible for giving the Company seven (7) days prior notice via the Company's website. For events where less than seven (7) days notice is provided, Company reserves the right to charge an additional fee. Reservation requests should include the following:

- a. the time and date of the party
- b. the number of people who are scheduled to attend
- c. the general age group of the people scheduled to attend.
- d. whether alcoholic beverages will be permitted
- e. any special admission instructions



- f. how many lifeguards the Customer is requesting

The Company will mandate the number of lifeguards required for after-hours events/parties based upon industry staffing standards.

At the Company's discretion, one (1) additional lifeguard may be required for any teenage party, college age party, or for any party involving alcoholic beverages. Customer agrees to provide one adult chaperone for each ten (10) people at a child or teenage party. Billing may include any time spent cleaning up after use by any special group or party.

The Company reserves the right to remove lifeguards and other staff members from the Customer's facility should an event occur that was not reported to the Company prior to transpiring, and the materialization of such event creates an unsafe environment for the users and the Company based on the ratio of guests to lifeguards. The Company will communicate to the Customer the need for such action at the time of the incident.

**Inclement Weather Days.** On inclement weather days the Company will keep a lifeguard at the pool until two (2) hours before closing. At such time, if the weather is still unsuitable for swimming, the pool will be closed for the day. Company shall have the right to close the pool early or reduce staff in the event of severe weather, as defined by the National Weather Service, with no refund due to Customer. The Company's policy regarding pool closure due to thunder and lightning is based on the recommendations of the National Lightning Safety Institute. At the first sound of thunder the pool will be cleared of swimmers for thirty (30) minutes. At the first sight of lightning the pool and pool deck will be cleared of all patrons for thirty (30) minutes. The pool and pool deck will reopen when thirty minutes have passed without any sighting of lightning or sound of thunder. In the absence of thunder or lightning the pool may also be cleared if rainfall becomes so intense that the bottom of the pool is not visible, with the pool reopening after the intense rain subsides and the bottom of the pool becomes visible. Further, the Company reserves the right to reduce staff on days when bather load (i.e., number of swimmers) is low.

**Minimum Safety Standards.** The Customer agrees and acknowledges that it is their responsibility and duty to operate Customer's pool within the established minimum safety standards, including maintaining a safe working environment for the Company's personnel. ANSI/The Pool and Hot Tub Alliance "Minimum Standards for Public Pools," the National Electric Code, and any and all state and local health and building codes shall be used as minimum standards for safety herein.

Customer acknowledges that the Company may bring the Customer's pool into compliance if necessary, at Customer's cost, with minimum standards in the following areas:

- a. Tile depth markings at water line and safety warnings on pool deck.
- b. Safety equipment: ring buoy(s), shepherd hook(s), first aid kit, and safety rope.
- c. Safety warning signs on the pool deck.
- d. GFI circuit breakers for underwater pool lights
- e. Purchase and maintain spinal backboard with straps and head immobilizer, rescue tube (one per lifeguard station and one extra), umbrella (one per lifeguard station).
- f. All submerged suction outlets must comply with the Virginia Graeme Baker Act.
- g. All federal, state, and local regulations.
- h. All OSHA required items needed as it relates to the pool and pool pump room.



Payment for work and equipment to bring Customer's pool within minimum standards on the above items shall be the responsibility of the Customer. Company shall have the right to temporarily suspend management services or cancel this agreement if Customer fails to comply with the Company's recommendations regarding minimum standards and chooses not to have the pool adhere to any minimum standards as defined above.

- 7. Closing.** The pool will be considered closed to swimmers on the day following the final day listed in **Attachment A.** (date will roll forward for future years) The Company will close the pool as soon after that date as Company deems possible. The Company will complete the following winterization services where applicable:
- a. Pump pool water to correct level
  - b. add anti-freeze to appropriate fixtures and equipment
  - c. drain pumps and hair/lint strainer
  - d. backwash and drain filter tanks
  - e. open all valves to the appropriate settings
  - f. store Customer's deck furniture at Customer's pool
  - g. remove and store skimmer parts
  - h. remove and store all lifeguard chairs
  - i. clean chemical feeders
  - j. drain and store hoses
  - k. lubricate filter system valves
  - l. add winterization chemicals to pool
  - m. Prepare pool and pool plumbing for freeze protection; Company agrees to use common and accepted winterization techniques.
  - n. install Customer's cover (*if applicable*)
  - o. winterization of bathhouses and/or pool house, if requested, will be billed in addition to payments noted in Section 17.**
- 8. Wading Pool(s) (Unguarded Pool/Pool Area).** IF APPLICABLE to Customer's facility - The supervision and safeguarding of the users of any unguarded pool and/or pool areas (i.e. wading pools, activity pools, spray pads, etc.) shall be the responsibility of the individual bathers and/or parents of said bathers using these defined pools and pool areas. The Company will not be responsible for any injury or loss related to the use of these pools and/or pool areas. The Company will agree to provide routine maintenance of these pools and pool areas. Customer agrees to indemnify and hold Company harmless from any and all claims for damages or injuries resulting from the utilization of Customer's unguarded pools and related pool areas as it pertains to supervision. Customer shall post a sign in any unguarded pool areas in accordance with all state and local regulations or industry standards and health department standards stating "NO Lifeguard on Duty. Children must be accompanied by an adult at all times." In addition, Company requires that Customer install and maintain fencing with self-closing, self-latching gates providing access to any such unguarded pools or pool areas.
- 9. Off-Season Service.** The Company will provide off-season service visits for Customer as outlined herein.
- One (1) weekly visit if pool is uncovered.
  - One (1) bi-weekly visit if pool is covered.



The following services will be performed, as appropriate, on off-season visits:

- a. Check chemicals and adjust as needed.
- b. Monitor calcium levels in the pool during the winter months.
- c. Leaf Vacuum Pool, as needed, and if uncovered.
- d. Blow off deck as needed.
- e. Backwash filters & clean strainer pots as needed.
- f. Report any off-season vandalism to Customer.
- g. Add winterization chemicals to help retard algae growth.

**10. Personnel.** All Company personnel who will work at the Customer's pool in fulfilling the terms of this agreement, including all pool managers and lifeguards, shall be employed solely by the Company and be employees of the Company. No pool manager or lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this agreement.

**In an effort to combat labor shortages and provide employees with a competitive pay wage, all personnel employed by the Company to work at the Customer's pool facility will be compensated at a rate no less than \$15.00 per hour worked. All Facility Managers will be compensated at a rate no less than \$18.00 per hour worked.**

- a. The Company agrees to pay the following for Company's employees, including all pool managers and lifeguards: wages; income tax withholdings; Social Security withholdings; State unemployment insurance; and Federal unemployment insurance.
- b. Personnel will be selected by the Company. Personnel not performing up to the reasonable expectations of the Customer will be replaced by the Company within 24 hours.
- c. All pool managers and lifeguards employed by the Company shall have Basic Lifeguard Certificates including CPR.
- d. Pool Managers and lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgement and sole discretion consistent with the published pool rules of the Customer and minimum safety standards.
- e. When a proper ratio of swimmers-to-lifeguards does not exist as determined by Company, and when additional lifeguards are available, Company reserves the right to temporarily increase the lifeguard staff in order to ensure a proper lifeguard-to-swimmer ratio. Lifeguard hours provided by the Company during such periods shall be billed to the Customer at the Company's prevailing rate, which is currently \$35.00 per lifeguard hour.
- f. The Company may decrease the number of personnel at the facility at any given time due to low bather load and/or activity at the pool without notifying the Customer in advance.
- g. Various Company personnel will be responsible for the following duties:
  1. lifeguarding predetermined pool(s)
  2. checking water chemistry and recording readings every hour
  3. maintaining chemical balance of pool water
  4. vacuuming pool
  5. cleaning tiles around pool edge
  6. backwashing filter system
  7. cleaning bathhouse daily
  8. cleaning swimming pool area
  9. emptying trash



10. straightening deck furniture
11. replenishing janitorial supplies in bathhouse
12. enforcing rules of the Customer for safety and convenience of Customer's members
13. assisting Customer in monitoring of membership
14. Maintaining the condition of the pool water within the tolerances of the local Health Department while pool is open to swimmers.
 

Free Chlorine	above 1.0ppm
PH	7.2 to 7.8
Total Alkalinity	80 to 120 ppm
Calcium Hardness	200 to 300 ppm
Chlorine Stabilizer	less than 100 ppm

Company is not contracted to:

1. Deep clean furniture
2. Power wash the pool deck
3. Pull weeds or grasses
4. Clean outside the fenced-in area
5. Deep clean restroom facilities.

In the event the local health department revokes permission to operate the pool due to poor water quality, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

- Formula: Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this agreement).

All of the foregoing notwithstanding however, the company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" section of this agreement.

The Company will invest substantial resources to train its employees and convey information concerning operational techniques and management procedures at the Customer's facility. Customer acknowledges that such information and investment is a valuable asset to the Company's business. Therefore, Customer agrees that if the Customer employs any Assigned Employee (i.e. any employee assigned by Company to work at Customer's pool facility during the term of this agreement or any such extensions) of Company to work as a direct employee, independent contractor, or through any person or firm other than the Company, during the term of this agreement or within one (1) year after expiration or termination of this agreement, Customer must notify Company in writing and agrees to compensate Company. This compensation shall be in the form of a fee in the amount of twenty percent (20%) of the trailing twelve months contract amount for any assigned Manager or leadership level employee, and a fee in the amount of ten percent (10%) of the trailing twelve months contract amount for any other Assigned Employee.





**11. Repair Work.** The Company will be available to perform any repair work related to the Customer's pool facility needed during the term of this agreement; however, Customer shall have the option of using another contractor for repair work.

Repair work will be billed as follows:

- a. Any repairs required as the result of error by the Company shall be paid for by the Company with no cost to the Customer.
- b. For specific repair work or necessary equipment where the cost does not exceed \$500.00, the Company shall bill Customer.
- c. Any work or equipment in excess of \$500.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer listed in **Attachment C**. In the event the Customer elects not to have such work performed or equipment provided, Company may cancel this agreement if said election interferes with the Company's ability to carry out its responsibilities under this agreement.

**12. Chemicals and Supplies.**

The Company agrees to supply, at its expense:

- a. The Company will provide all standard chemicals for maintaining safe and clean pool water under normal conditions throughout the summer, including chlorine/sanitizer, pH adjustment chemicals, calcium chloride, sodium bicarbonate, chlorine stabilizer, and diatomaceous earth, as needed. Company reserves the right to bill Customer additional for chemicals that are non-standard, such as phosphate removers, algaecides, and water clarifier.
- b. Company will provide a chlorinator or liquid chemical pumps for Customer's primary pool during the term of this agreement. Unless agreed otherwise herein, the Company reserves the right to remove this equipment upon termination of this agreement.
- c. The Company will provide refills for pool test kit reagents.
- d. The Company will provide the following janitorial supplies for use when pool is open:
 

toilet paper	disinfecting cleaners
paper towels	glass cleaner
replacement mop heads	toilet brushes
toilet bowl cleaners	floor cleaners
trashcan liners	

Company agrees to furnish the janitorial supplies listed above. The types of supplies provided are standard industry items. Should Customer have non-standard toilet paper holders, paper towel holders, or request specialty cleaning products Company reserves the right to invoice Customer for these items.

- e. Company agrees to re-supply the following first aid supplies:
 

Band-Aids	gauze pads and wraps
antibacterial ointment	ice packs
gloves	alcohol prep pads
triangle bandages	anti-itch cream





The contract price for the proposed Scope of Work has been calculated based on current prices for all necessary chemicals, fuel, supplies, etc.; however, the current market is volatile and sudden price increases may occur. Company agrees to use best efforts to obtain the lowest prices for chemicals, fuel, supplies, etc. from available suppliers, but if a sudden increases in costs occur after the execution of this proposal, Customer agrees to pay the increased cost. Any claim by the Company for payment related to a price increase shall require written notice from the Company to the Customer setting forth the increased cost, the material(s) in question, and the source of the supply.

The Customer agrees to supply:

- a. The Customer shall be responsible for the cost of replacing all light bulbs within the pool and general pool area.
- b. The Customer shall be responsible for providing, at no cost to the Company, the following equipment thirty (30) days prior to opening:
 

water hoses	pool vacuum heads
safety ropes	pool extension poles
pool vacuum hoses	ring buoys w/ heaving lines
life hooks	required pool signage
trash receptacles	water test kit
pole hangers	first aid kit
blood borne pathogen clean-up kit	safety tubes
return/vac diffusers/fittings	spray nozzles
mop for bathrooms	skimmer nets/brushes
fire extinguisher	secondary pump strainer baskets
pool signs as required by code	flowmeters
skimmer weirs, baskets, and lids	ladder bumpers, and escutcheons

Customer shall be responsible for supplying the above items, consistent with local health department regulations thirty (30) days prior to opening date. If Customer does not purchase these items thirty (30) days prior to opening date the Company will purchase these items and bill the Customer accordingly.
- c. Customer shall be responsible for supplying a completely stocked first aid kit and water testing kit, consistent with local health department regulations thirty (30) days prior to opening date. If Customer does not have a first aid kit and water test kit on-site thirty (30) days prior to opening date the Company will purchase a first aid kit and water test kit and bill the Customer accordingly.
- d. Customer shall be responsible for lawn care and landscaping around the facility, including outside and inside the fence line. Monthly weed and bug control around the pool deck is recommended.
- e. Additional chemical or labor: If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment or loss of water due to a defect in Customer's pool, water source, or recirculation system, Customer agrees to pay as an additional charge the reasonable expense of all said additional chemicals and/or labor after invoicing is provided by the Company.
- f. Condition of the Pool Upon Taking Over Management: For new clients, the Company will assume that upon taking over the management of the pool that the pool water will be in good condition. Should the pool water need to be drained and the pool shell cleaned the



Customer agrees to pay this expense. If the pool water needs to be treated with a chlorine shock treatment the Customer agrees to pay for the associated chemical costs.

**13. Swimming Instruction.** Swimming instruction/lessons will be provided by the Company for Customer's residents/members. The Company shall have exclusive rights to provide swimming instruction/lessons at Customer's pool during the term of this agreement. No individual may provide swimming instruction/lessons at the Customer's pool without prior written consent from the Company. Any individual providing swimming instruction/lessons without prior written consent from the Company will be asked to leave the Customer's pool.

Company shall be entitled to all fees paid for swimming instruction/lessons. Payment of fees shall be solely the responsibility of the Customer.

**14. Emergency Closing of Pool.** The Customer and/or Company may close the pool in an emergency situation, whether the emergency is caused by breakdown of equipment, or by other causes outside of the Company's control. An emergency related pool closing will not affect any other provisions of this agreement. Should a time lapse of more than ten (10) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the eleventh day forward on a pro-rated basis. The daily operating cost is to be computed at one percent (1%) of the total contract cost, until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, either party may cancel this agreement by written notice to the other party. This section is only intended to apply to emergency situations that arise after the pool opens for the season as defined in Attachment A.

**15. Insurance/Liability.** The Company shall maintain and keep in full force the following coverage:

1. General liability insurance no less than the amount of **\$25,000,000.00**
2. Professional liability insurance no less than the amount of **\$25,000,000.00**
3. Workers' Compensation Insurance

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage upon request. It is the responsibility of the Customer to provide all other insurance coverage.

Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God or mechanical failure of equipment. Except as to agents of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal, nor for the acts of "Good Samaritan" by any agents of Company. The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this agreement. Further, the Company shall not be held liable for any injury or injuries to persons or property that occur during normal operation, other than those that are proximately caused by the gross negligence of the Company, its employees, agents, or independent contractors. Customer shall indemnify Company against liability for any and all damage, including all costs and attorney fees, except to the extent such liability was caused by the gross negligence of the Company.

The Customer shall maintain and keep in full force and affect the following coverage:



1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of no less than \$1,000,000.00 each accident and \$1,000,000.00 each person.

Customer agrees to supply copies of the certificates of insurance to the Company verifying the above-mentioned insurance coverage upon request. It is the responsibility of the Customer to provide all other insurance coverage.

At Customer's written request, Company will use its best efforts to have Customer named as an additional insured to the Company's general liability policy. As a condition precedent, Company will bill the Customer One Thousand Dollars (\$1,000.00) per policy year if Customer desires to be added as an additional insured. Company shall provide Customer with proof of insurance in the form of Certificates of Insurance verifying the above-mentioned insurance coverage.

Company shall not be responsible for any lost or stolen items from facility including, but not limited to, guest fees, snack bar items, and left behind valuables.

The Company shall not be liable for any damages to the Customer's pool related to or caused by lifting of the pool as a result of hydrostatic pressure.

**16. Cancellation.** The Customer shall have the right to cancel this agreement based on Company's non-performance of duties and responsibilities as follows:

1. Customer shall notify Company by certified mail of any problem(s) regarding performance as detailed in this agreement. Company shall have five (5) days following receipt of notification to remedy stated violation of contract. Notice via certified mail of non-performance related to regular summer operations must be provided between the period of May 1 – August 25. Any notification received outside of this period will be invalid for cancellation purposes.
2. If Company fails to remedy the violation within the five (5) day period and continues to not perform as detailed in this agreement, the Customer may terminate this agreement by providing five (5) days' written notice to Company by certified mail.
3. Any refund owed shall be paid within thirty (30) days after termination.

Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this agreement. That amount shall be multiplied by the number of days pool was operated under this agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date. The resulting figures shall be the refund to which the Customer is entitled.



The Company shall have the right to terminate this agreement for any reason with sixty (60) days written notice to Customer. The Customer will be responsible for all contractual payments due through those sixty (60) days, as defined in Attachment B of this agreement.

If Customer has paid all contractual payments as well as all other outstanding balances owed to Company, Customer has the right to cancel this agreement for any reason on October 1 in the year in which the agreement is set to expire if the Customer provides the Company with written termination notice of this intent within thirty (30) days prior to October 1 in the year in which the agreement is set to expire (i.e., on or before September 1 of that year). Upon termination, the Customer will be responsible for all contractual payments due through the term of the agreement as defined in Attachment B. Company and Customer agree that Customer's failure to pay all contractual payments as outlined in Attachment B will negate Customer's option to cancel this agreement as outlined in this paragraph.

**17. Payments.** The Company hereby proposes to perform the work and services set forth herein for the price outlined in **Attachment B**.

Payments are due as indicated in Attachment B. Any and all payments, including but not limited to payments as specified in Attachment B, payments for repairs, equipment or labor, not made on or before ten (10) days after the due date shall be subject to a delinquent payment of five (5%) percent of the amount due or any portion thereof. In the event payments are not received within ten (10) days from the due date, the Company shall have the right, at its option, and within its sole discretion, to terminate or suspend its services under this agreement and to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. Any such termination notwithstanding, Customer shall be fully responsible for all payments provided herein. Company may continue to suspend services until such time as the entire outstanding agreement balance is paid in full. If Company elects to pursue collection of any amount due under this agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due.

Customer will be in default of this agreement if any of the following occurs: (a) Customer fails to make a payment in full when due; (b) Customer becomes insolvent; (c) Customer fails to keep any promise Customer has made in connection with this agreement; (d) Customer makes any written statement or provides any financial information that is untrue or inaccurate at the time it is provided; (e) any creditor attempts to collect any debt Customer owes through court proceedings, set-off, or self-help repossession; or (f) anything else happens that causes Company to believe that the prospect of payment or performance is significantly endangered or impaired. If Customer is in default of this agreement, Company may: (a) declare unpaid principal, earned interest, and all other agreed charges Customer owes Company under this agreement immediately due; (b) use the right of set-off; (c) demand security or new parties obligated to pay amounts due under this agreement (or both) in return for not using any other remedy; and (d) use any remedy Company has under state or federal law. By choosing any one or more of these remedies, Company does not give up Company's right to use another remedy later. By deciding not to use any remedy should Customer be in default, Company does not give up Company's right to consider the event a default if it happens again.

**Performance Clause.** Each year, the Company agrees to issue a refund to the Customer of \$1,000.00 if the Company's service has not met the Customer's reasonable expectations. The Customer will evaluate the Company, via the Company's Monthly Performance Appraisal. The refund would be payable on November 1. Any and all refunds will be considered forfeited if the Performance Appraisals are not returned to the



Company within 10 days following the end of each month. Appraisals will be available for electronic submission.

**Extension of Agreement.** Upon the expiration of this agreement's original term or any renewal term, this agreement shall continue to renew for periods equal to the original contractual term length at the then-current contract price plus eight percent (8%), unless and until: (i) Customer delivers a written termination notice pursuant to the cancellation without cause terms outlined in Section 16 above in which case the agreement shall terminate as of October 1 of that year; or (ii) this agreement is otherwise terminated pursuant to the terms contained herein. During any renewal term of the agreement, the terms, conditions, and provisions set forth in this agreement shall remain in full effect, however, opening and closing dates shall adjust accordingly.

**18. Governing Law.** This agreement shall be governed by the laws of the State of North Carolina.

**19. Strict Compliance.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

**20. Time of Essence.** Time is of the essence of this agreement.

**21. Entire Agreement, Modification, Binding Effect.** This agreement, including Attachments A-D, constitutes the entire agreement of the parties and supersedes any prior agreements, understanding or negotiations, written or oral. This agreement may not be modified or amended except in writing, signed by both parties. This agreement shall be binding upon and inures to the benefit of the Customer and Company and their respective heirs, successors and assigns.

**22. Rights Cumulative.** All rights and powers under this agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

**23. Company's Option in the Event of Change in Laws.** If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, including an increase in federal, state or local minimum wage laws, the Company may present a new contract amount to Customer, which new contract shall supersede and replace this agreement. Customer shall have five (5) days from the date of receipt of the new contract in which to reject the new contract. In the event the Customer elects to reject the new contract, this agreement may be terminated at the sole option of the Company. Unless rejected by Customer, as provided herein, the new contract will become effective and this agreement will terminate at the Company's option on the sixth (6) day after receipt.

**24. Attorney Fees.** In the event of legal action to enforce the rights of either Company or Customer under the terms of this agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable attorney's fees.

**25. Acceptance.** Acceptance of this agreement by Customer through signatures below and return of this agreement along with any payments due hereunder, will constitute a contract entered into in accordance with any specifications, terms and conditions, supplements, or addenda attached hereto.



(This space intentionally left blank.)

**Swim Club Management Group of Charlotte, LLC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Camp Spencer**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Attachment A

### Dates of Operation:

The Pool will be open on the following days in 2024:

(2025 will be adjusted accordingly)

(2026 will be adjusted accordingly)

Saturday, May 25th through Monday, September 2<sup>nd</sup>, 2024

(2025 will be adjusted accordingly)

(2026 will be adjusted accordingly)

### Hours of Operation and Staffing:

The pool is to be open during the following hours and with the noted staffing levels:

#### **May 25<sup>th</sup> through August 4<sup>th</sup>**

##### Monday through Friday

4 Lifeguards 10:00am-4:00pm

##### Saturday and Sunday

4 Lifeguards 10:00am-7:00pm

#### **August 5<sup>th</sup> through September 2<sup>nd</sup>**

##### Monday through Friday

No Lifeguard Pool is closed

##### Saturday and Sunday

4 Lifeguards 10:00am-7:00pm

##### Labor Day

4 Lifeguards 10:00am-7:00pm

***Additional Lifeguards will be available at a rate of \$35.00 per hour.***

Customer Initials \_\_\_\_\_  
Company Initials \_\_\_\_\_



## Attachment B

**Payments.** The Company hereby proposes to perform the work and services as set forth in the Swim Club Management Agreement based upon specifications, conditions, and terms as set forth herein. Payments shall be made by the Customer in accordance with the following schedule: **This payment Schedule is for July, 2024 through September, 2024**

a.	Due on or before July 1, 2024	12,465.81
b.	Due on or before August 1, 2024	12,465.81
c.	Due on or before September 1, 2024	12,465.82
		<u>37,397.44</u>

### 2025 Payment Schedule:

a.	Five (5%) percent due on or before January 1 2024	4,850.00
b.	Ten (10%) percent on or before March 1 2024	9,700.00
c.	Twenty (20%) percent on or before May 1 2024	19,400.00
d.	Twenty-five (25%) percent on or before June 1 2024	24,250.00
e.	Twenty-five (25%) percent on or before July 1 2024	24,250.00
f.	Ten (10%) percent on or before August 1 2024	9,700.00
g.	Five (5%) percent on or before September 1 2024	4,850.00
		<u>97,000.00</u>

### 2026 Payment Schedule:

a.	Five (5%) percent due on or before January 1 2024	5,000.00
b.	Ten (10%) percent on or before March 1 2024	10,000.00
c.	Twenty (20%) percent on or before May 1 2024	20,000.00
d.	Twenty-five (25%) percent on or before June 1 2024	25,000.00
e.	Twenty-five (25%) percent on or before July 1 2024	25,000.00
f.	Ten (10%) percent on or before August 1 2024	10,000.00
g.	Five (5%) percent on or before September 1 2024	5,000.00
		<u>100,000.00</u>

***\*The above pricing does not include applicable sales tax. Tax will be added to each contract installment as per county and state regulations.***

***\*\*If this contract is signed after January 1, all installment payments due from January 1 through the date of contract execution will be due upon execution of the contract.***

Customer Initials \_\_\_\_\_

Company Initials \_\_\_\_\_





## Attachment C

**Customer Contact Person.** Please direct all Company communications to the following Customer representative:

Customer Name \_\_\_\_\_

Customer Contact Person \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

**Customer Billing Contact Information.** Please direct all billing to the following Customer representative:

Billing Contact Person \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing Phone \_\_\_\_\_

Billing Email \_\_\_\_\_

a.

b.

c. **Pool/Facility Address:**

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

County \_\_\_\_\_ Pool/facility telephone \_\_\_\_\_

Customer Initials \_\_\_\_\_

Company Initials \_\_\_\_\_



## Attachment D

### Miscellaneous Items:

1. Customer agrees to allow Company to display a sign on the pool premises in a conspicuous place designating the responsibility to the Company for the quality of the pool operation.
2. Company agrees to store Customer's pool cover (where applicable) while the pool is in use for the Summer, if requested, for the additional cost of \$650.00 per year.

Customer Initials \_\_\_\_\_

Company Initials \_\_\_\_\_

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

BOC - NACo Voting Credentials - 2024 Annual Conference

### **BRIEF SUMMARY:**

The National Association of Counties, NACo, will hold their 2024 Annual Conference in Hillsborough County, Florida on July 12 - 15, 2024. In order to participate in the Association's annual election of officers, a voting delegate must be registered by July 8, 2024 at 5:00 p.m. EDT.

### **REQUESTED ACTION:**

Motion to designate Chairman Morris as the voting delegate to represent Cabarrus County at the NACo Annual Conference in July.

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

### **SUBMITTED BY:**

Lauren Linker, Clerk to the Board

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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## CABARRUS COUNTY



### BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

County Manager - Opioid Settlement Strategic Funding Plan - Cabarrus County

**BRIEF SUMMARY:**

Proposed funding plan secondary to the collaborative strategic planning process. Consulting firm Health Management Associates (HMA) will share the results of the process and the proposed 3-5-year funding plan.

**REQUESTED ACTION:**

Motion to approve the strategic plan.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Dr. Aalece Pugh, Assistant County Manager

**BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▣ Strategic Plan

# Cabarrus County Strategic Plan:

## Opioid Settlement Funds

Prepared For  
Cabarrus County

May 20, 2024



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## INTRODUCTION

In 2021, nationwide settlements were reached to resolve all opioid litigation brought by states and local subdivisions against pharmaceutical distributors and manufacturers, with subsequent agreements in 2022 against pharmacy chains and additional manufacturers. These historic opioid settlement agreements, which total more than \$56 billion, will provide funds to states and local governments to address the crisis in their communities. North Carolina was awarded \$1.5 billion to address communities affected by the opioid epidemic, with 85 percent of these funds being distributed to North Carolina counties and municipalities, encouraging a locally tailored response. In partnership with municipalities, Cabarrus County stands to receive approximately \$21,980,750 over 18 years (2022–2038) in settlement funds.

This funding has significant potential to address the immediate needs of people affected by opioids and overdose while responding to structural barriers to care. To inform the use of these funds, Cabarrus County elected to undertake a collaborative strategic planning process. This collaborative planning process provided opportunities to engage the community—both professionals working in and around this space as well as those with lived experience—to hear the needs of residents, understand current services offered and existing strengths, and explore barriers to accessing care, with a goal of using this information to make informed decisions.

The outcome of this process, which is detailed in the pages to come, is an identified set of strategies that the County can fund to address the crisis, while offering enough flexibility to make adjustments as the crisis continues to evolve. These settlement funds alone are insufficient to fully address the needs of the community and end this crisis overnight, but they offer important resources and opportunities for collective action that can help stem the tide and create the path toward a brighter future.

## The Impact of the Opioid Crisis on North Carolinians & Strategies to Address the Problem

The opioid crisis is a health and human services crisis. According to the North Carolina Department of Health and Human Services (NCDHHS) Dashboard:

- From 2000 to 2022, more than 37,000 North Carolinians lost their lives to opioid overdose.<sup>1</sup> In 2022, 4,339 died from an overdose—the highest annual total over this timeframe.
- In 2022, more than 11 North Carolinians died each day from a drug overdose.<sup>1</sup> Most (78%) of these overdose deaths were attributed to manufactured fentanyl.
- From 2000 to 2022, Cabarrus County witnessed 770 opioid overdose deaths, with 74 in 2022, resulting in an annual rate of 34.2 per 100,000 residents.<sup>1</sup>

The opioid crisis has wreaked havoc on the lives of individuals and families. It also has challenged our communities and the key institutions that we all rely upon, impacting everything from government to healthcare to education. The problem is deep and complex and requires collective action to meaningfully address the issue.

### Strategies to Address the Crisis

#### *North Carolina Opioid and Substance Use Action Plan*

In 2017, the NCDHHS launched [North Carolina's Opioid and Substance Use Action Plan](#) to address the opioid crisis. The action plan was updated in 2019 and 2021 to keep current with the opioid epidemic and the needs of individuals with lived experience. Collaboration between state and local governments and across different organizations has been a hallmark of the approach in North Carolina.

The NCDHHS has also developed a dashboard to provide integration and visualization of state, regional, and county-level metrics that measure progress toward reaching the goal of addressing the opioid epidemic through a lens of equity and lived experience. The table below tracks five of the action plan metrics in North Carolina and Cabarrus County since 2017, when the plan was launched.

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<sup>1</sup> North Carolina Department of Health and Human Services. Opioid and Substance Use Action Plan Data Dashboard. Available at: <https://www.ncdhhs.gov/opioid-and-substance-use-action-plan-data-dashboard>. Accessed September 5, 2023.



**Table A. NCDHHS Dashboard**

Metric	Year
Action Plan Metric	North Carolina
	Cabarrus County

Metric	2018	2019	2020	2021	2022	2023
Overdose Deaths	2,301	2,352	3,304	4,041	4,439	*
	58	43	75	73	74	*
Emergency Department Visits	12,049	12,208	14,958	16,816	16,937	16,932
	243	214	319	300	300	336
Residents Receiving Dispensed Opioids	1,721,997	1,605,281	1,431,663	1,355,132	*	*
	37,681	35,421	30,684	28,994	*	*
Number of children in foster care due to parental substance use	6,761	6,724	6,746	6,700	*	*
	30	51	65	77	*	*
Number of uninsured individuals and Medicaid beneficiaries with an opioid use disorder that are served by treatment programs	39,658	43,611	46,689	48,637	*	*
	846	850	969	900	*	*

\*Data not available

### North Carolina Memorandum of Agreement

The NC [Memorandum of Agreement \(MOA\)](#) established between the state attorney general and local governments aims to increase transparency about and direction for how opioid settlement funds must be spent, after a funding plan is approved by the Board of County Commissioners. The MOA governs how North Carolina uses the proceeds of any settlements to address the opioid epidemic. The MOA ensures that:

1. All funds will directly address the opioid epidemic, with an emphasis on high-impact strategies.
2. North Carolina is able to maximize resources to abate the crisis. All 100 counties, plus the state itself, need to sign onto the MOA for our state to receive the maximum payout.
3. A high level of transparency and accountability is given.

Opioid settlement funds can only be used to address the opioid epidemic and should utilize high-impact strategies. The strategies fall into three broad categories: Prevention, Treatment, and Recovery (definitions below).

**Table B. Category Definitions**

Categories	Prevention	Treatment	Recovery
Definition	Prevent future addiction and address trauma by supporting children and families	Therapies and various evidence-based treatments to address substance use disorder	Services focused on harm reduction provided to help individuals maintain their recovery

The MOA offers local governments two options:

**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 decided to undergo the Collaborative Strategic Planning Process to provide access to all potential strategies identified via MOA A as well as the broader list of strategies in MOA B. The strategies for MOA A and B are outlined below.

MOU A	MOU B
Collaborative Strategic Planning	Treat Opioid Use Disorder
Evidence-based Addiction treatment	Support People in Treatment and Recovery
Recovery Support Services	Connect People Who Need Help to The Help They Need
Recovery Housing Support	Address the Needs of Criminal Justice Involved Populations
Employment-related services	Address the Needs of Pregnant or Parenting Women and their Families, Including Babies with Neonatal Abstinence Syndrome
Early Intervention	Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids
Naloxone Distribution	Prevent Misuse of Opioids
Post-overdose Response Team	Prevent Overdose Deaths and Other Harms (Harm Reduction)
Syringe Services Program	First Responders
Criminal Justice Diversion Program	Leadership, Planning, and Coordination
Addiction Treatment for Incarcerated Persons	Training
Reentry Programs	Research

Requirements of the MOA include that local governments are expected to publicly report when they have adopted a resolution for funding expenditures. HMA recognizes the importance of assisting Cabarrus County with that commitment. Requirements of this public report are included in the Appendix.

With the almost \$22 million allotted, the County will receive roughly \$1.5 million per year (on average) to support programs. The County must be purposeful with its funding strategies to ensure that the funds are geared directly toward strategies that not only meet the identified needs of the community, but will also have a high impact.



## STRATEGIC PLANNING PROCESS

A collaborative strategic planning process was created to follow all requirements noted in the Memorandum of Agreement (MOA). This strategic plan is the result of months of conversations and planning that **engaged key stakeholders in meaningful discussions to inform the strategies reflected in this document**. This process created the opportunity to hear from these stakeholders – described further below – and access the full scope of strategies made available under Option B of the MOA. The strategic planning process was led by the community response team (CRT), which included members of the County’s Behavioral Health Department, County Manager’s Office, Emergency Services Department, and Sheriff’s Office, as well as one member from the Board of Commissioners. The CRT **met regularly to review data, discuss stakeholder feedback received, and identify what strategies the County should consider funding to address opioid misuse, overdose, and related issues**. The County contracted with Health Management Associates (HMA) as a **neutral facilitator for the collaborative strategic planning process**.

### Data Collection and Related Planning Efforts

At the outset of the planning process, **HMA reviewed data and previous opioid-related efforts to ensure building upon former and/or current efforts**. Some examples include, but are not limited to, reports and assessments that address addiction, drug misuse, overdose, and related issues. Data reviewed included the North Carolina Opioid Action Plan dashboard, as well as county-developed reports, such as the 2023 State of the County Report. To understand historical needs identified by the community, we reviewed recent Community Needs Assessments – where mental and behavioral health and substance use have been identified as the top three priorities in recent years (2016 & 2020). HMA also reviewed the North Carolina Opioid and Substance Use Action Plan document and the North Carolina Institute of Medicine’s May 2023 report titled, ‘Practical Considerations for North Carolina’s Community Leaders: The Challenges, Opportunities, and Transformative Potential of Opioid Settlement Funds’. These resources ensured our understanding of statewide strategies. Lastly, HMA and the CRT reviewed the Johns Hopkins Bloomberg School of Public Health report entitled “Principles for the Use of Funds from the Opioid Litigation”. These principles were used in the design of the collaborative planning process and were ultimately adopted by the CRT to guide its work.

HMA also worked closely with the County to identify any previously committed opioid settlement funds, as well as existing/planned efforts that align with this work. Examples included discussions with the Medication Assisted Treatment (MAT) in Detention and MAT Community Paramedicine teams that were launching programs resourced by opioid settlement funds during our planning process, as well as the County’s planned Behavioral Health Urgent Care (BHUC) and Facility Based Crisis Center that are currently in development. The development of the BHUC and the Facility Based Crisis Center are supported through \$32.5 million from the State. Set to open in mid-2025, collectively, these facilities will address the complex navigation challenges by providing a “no wrong door” approach to receiving walk-in and drop-off patients in behavioral health crises. Beds will serve FBC, substance use disorder and psychiatric residential treatment needs.

These existing/planned efforts were incorporated into our strategy identification process. To further ensure that the plan builds on previous efforts, we conducted focus groups with community coalitions that serve as hubs for collaborative planning. Focus groups with the Mental Health Advisory Board, Early Childhood

Taskforce, and Juvenile Crime Prevention Council – described further below – ensured that our work built upon the best and most current thinking related to opioid prevention, treatment, and recovery.



## Stakeholder Engagement

*Central to the strategic planning process was engaging in authentic discussions with diverse members of the community, both residents, professionals, and those with lived experience. Hearing the needs of our residents, understanding the current services offered and their existing strengths, exploring barriers to accessing care, and considering root causes of addiction and overdose were vital in reaching our goal of utilizing information to make informed decisions.*

Cabarrus County recognized the importance of having the right voices represented at the table throughout the process and worked to identify individuals and organizations that best represent the realities, needs, and values of those impacted by – or invested in – the opioid crisis.

The planning process included a multi-pronged approach to engagement that included a community survey and a series of focus groups.

### Community Survey

HMA administered an anonymous community survey between January 17 and March 15 of 2024. The survey was available in both English and Spanish and asked for feedback on strengths, opportunities, unmet needs, and barriers to care, as well as a set of demographic questions to better understand the respondent pool. In total, 257 individuals completed the survey. Survey responses were coded and presented to the CRT for review.

### Interviews and Focus Groups

HMA also conducted a series of interviews and focus groups to better understand the thoughts, experiences, and perspectives of a broad array of individuals impacted by the opioid crisis. This included several focus groups with individuals who are currently misusing or have previously misused opioids. Each group engaged was asked for feedback on strengths, opportunities, unmet needs, and barriers to care. While the focus groups were anonymous to support open and honest feedback, the engagements were transcribed, capturing key themes and takeaways. Below (Table C) is a summary of the focus groups and interviews conducted. This list was informed by the CRT and aligns with the requirements of the collaborative strategic planning process set forth by the state.

**Table C. Stakeholder Engagement List**

Stakeholder/Stakeholder Groups	Notes
Mental Health Advisory Board	<p>The MHAB is a 26-member board that discusses cross-cutting health-related issues. Below is a brief summary of participating sectors:</p> <ul style="list-style-type: none"> <li>• Mayors, law enforcement, judges, and the District Attorney's office</li> <li>• Public health, mental health providers, and the hospital</li> <li>• EMS, human services, and schools</li> </ul>
Early Childhood Taskforce	<p>The ECT is a 15-member board that advises the Board of Commissioners on matters related to the development of children, from birth through five years of age</p>
Juvenile Crime Prevention Council	<ul style="list-style-type: none"> <li>• The JCPC is a 26-member board that:</li> <li>• Reviews the needs of at-risk youth</li> <li>• Evaluates juvenile services and programs</li> <li>• Promotes public awareness</li> <li>• Develops intervention strategies</li> <li>• Provides funding for services, treatment, and counseling</li> </ul>
School Representatives	<p>A focus group was convened that included staff from both Cabarrus County Schools and the Kannapolis School District</p>
Healthcare Representatives	<p>A focus group was convened that included several representatives from the following organizations:</p> <ul style="list-style-type: none"> <li>• Atrium Health</li> <li>• Cabarrus Health Alliance</li> <li>• Suda Institute</li> </ul>
Faith-Based and Housing Representatives	<p>A focus group was convened that included representatives from the following organizations:</p> <ul style="list-style-type: none"> <li>• Amazing Grace Advocacy</li> <li>• Bridges to Recovery</li> <li>• Cooperative Ministry</li> <li>• Safer Communities Ministry</li> <li>• We Build Concord</li> </ul>
Monarch Behavioral Health	<p>An interview was conducted with the leadership from Monarch</p>
City of Concord	<p>A focus group was conducted with representatives from the City of Concord administration. Concord assigned their settlement funds for Cabarrus County to manage and distribute.</p>



Stakeholder/Stakeholder Groups	Notes
MAT in Detention Team	<p>A focus group was convened with representatives of the recently launched MAT in Detention Program (which was funded using opioid settlement dollars), including representation from:</p> <ul style="list-style-type: none"> <li>• Cabarrus County Sheriff's Department</li> <li>• Cabarrus Health Alliance</li> <li>• Southern Health Partners</li> </ul>
MAT Community Paramedicine	<p>A focus group was convened with representatives of the recently launched MAT Community Paramedicine Program (which was funded using opioid settlement dollars), including representation from:</p> <ul style="list-style-type: none"> <li>• Atrium Health (including family and emergency medicine representatives)</li> <li>• Cabarrus County EMS Department</li> </ul>
Latino Community Leaders	<p>A focus group was convened with Latino community leaders that included representatives from the following organizations:</p> <ul style="list-style-type: none"> <li>• Atrium</li> <li>• Blue Cross Blue Shield of North Carolina Foundation</li> <li>• Cabarrus Health Alliance</li> <li>• City of Concord</li> <li>• El Puente</li> <li>• Habitat for Humanity</li> </ul>
AYA House	<p>An interview was conducted with the executive director of AYA House</p>
Individuals with Lived Experience	<p>Four separate focus groups were held with individuals with lived experience, recruited from the SUN and RISE Clinics and Daymark Recovery Services, as well as individuals currently detained in the jail for opioid-related offenses.</p> <ul style="list-style-type: none"> <li>• SUN Clinic Participants</li> <li>• RISE Clinic Participants</li> <li>• Daymark Recovery Services Participants</li> <li>• Jail Detainees</li> </ul>



### Themes from Stakeholder Engagement

Feedback from the community survey and focus groups was coded and analyzed to identify the top themes captured from the various groups. In addition to our data review and discussions with the CRT, these results **supported the identification of root causes of addiction, drug misuse, overdose, and related community issues, and lifted community voices.** The input also supported the **review of existing programs, services, and supports, as well as gaps in the local continuum of care.**

Table D below summarizes recurring themes from the focus groups. This table is not meant to capture all that was shared, but instead, the things that were shared consistently across the various groups. To better understand the feedback captured, the results are segmented by focus groups that included representatives from community-based organizations, professionals working in and around the opioid crisis, the taskforces listed above, and individuals with lived and living experience. This segmentation helps us to better understand where perspectives between professionals working in this space and those who are directly impacted by opioid use. The table breaks down the results by identified strengths and community needs, barriers, or opportunities for improvement. The themes that emerged in both groups are shown in a colored and bolded font. Overall, you can see the strong similarities in the feedback gathered between the two groups.

The figure below presents themes that emerged related to the root causes of addiction and drug misuse within the county.

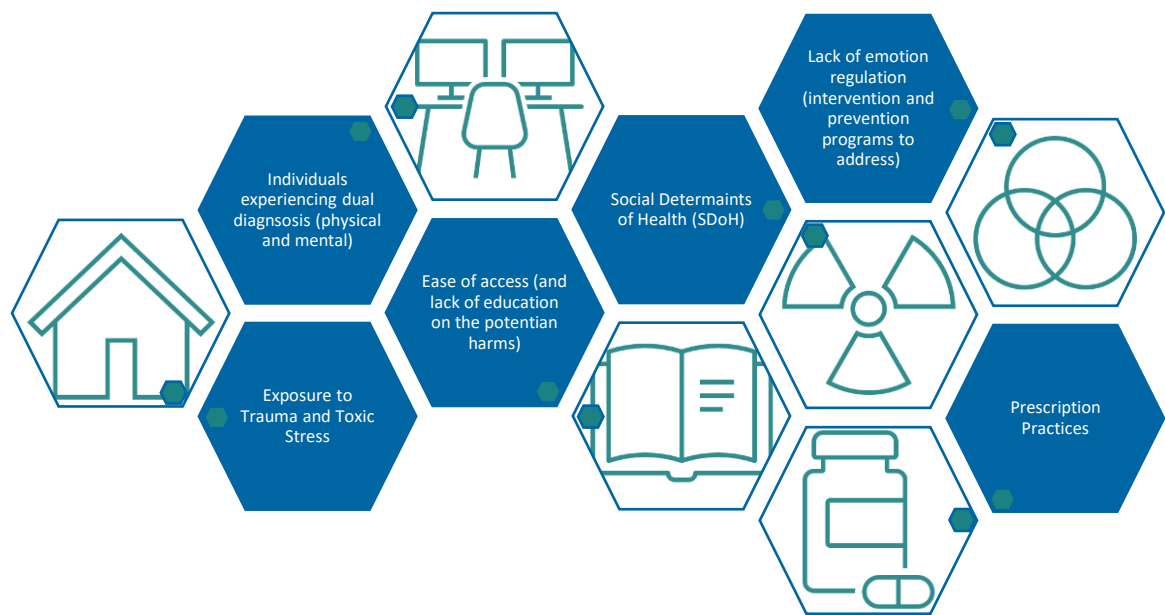


Table D. Summary of Focus Group Themes

Community-Based Organizations, Taskforces, and Other Professionals	Individuals with Lived Experience
Strengths	Strengths
<ul style="list-style-type: none"> <li>Great treatment programs (e.g., SUN Clinic, RISE Clinic, and Daymark)</li> <li>Expansion of harm reduction strategies and services (e.g., Naloxone distribution)</li> <li>Strong cross-sector collaboration</li> <li>Committed community-based organizations</li> <li>Growing access to medication assisted treatment (MAT)</li> </ul>	<ul style="list-style-type: none"> <li>Great treatment programs (e.g., SUN Clinic, RISE Clinic, and Daymark)</li> <li>Expansion of harm reduction strategies and services* (e.g., Naloxone distribution) <i>*though more are needed</i></li> <li>Peer support and caring staff</li> <li>Programs that do not kick you out for a relapse</li> </ul>
Gaps/Community Needs/Barriers & Opportunities for Improvement	Gaps/Community Needs/Barriers & Opportunities for Improvement

<ul style="list-style-type: none"> <li>• Stigma</li> <li>• Lack of knowledge of what is available and how to navigate between services/systems</li> <li>• More peer support services</li> <li>• Need for more community education/training about the crisis and resources available</li> <li>• Limited housing options (transitional, supportive, affordable, etc.)</li> <li>• Need better support for individuals existing incarceration</li> <li>• Better access to detox facilities</li> <li>• Challenges related to serving un/under-insured individuals and families</li> <li>• Transportation can limit access</li> <li>• No longer-term treatment options</li> <li>• More youth-focused prevention</li> <li>• More support for parents and families (including pregnant persons)</li> <li>• Need for more culturally-responsive services (including services offered in Spanish)</li> <li>• More services to address the Social Determinants of Health (e.g., food, housing, employment, etc.)</li> <li>• Staffing shortages in the behavioral health sector</li> <li>• Long wait times for service (tied to staffing shortages)</li> </ul>	<ul style="list-style-type: none"> <li>• Stigma</li> <li>• Lack of knowledge of what is available and how to navigate between services/systems</li> <li>• Employ persons with lived experience to support others (i.e., peer support)</li> <li>• Need for more community outreach and education</li> <li>• Limited housing options (transitional, supportive, affordable, etc.)</li> <li>• Need better support for individuals existing incarceration</li> <li>• Better access to detox facilities</li> <li>• Access to and affordability of MAT</li> <li>• Transportation can limit access</li> <li>• Improve access to shelters and safe places to go</li> <li>• Need for more harm reduction services (Naloxone, syringe exchanges, etc.).</li> <li>• Need for more on-demand/immediate services</li> <li>• Mobile services to improve access to care</li> <li>• More recovery support services (housing, employment, education, legal services, etc.)</li> </ul>
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Table E below includes themes that emerged from the community survey. They are broken down by strengths and community needs, barriers, and opportunities for improvement. Items shown in blue and bolded font indicate an alignment with the feedback received via the focus groups. Overall, we see strong similarities between the survey and focus group results.

**Table E. Summary of Survey Themes**

Results from Community Survey
Strengths
<ul style="list-style-type: none"> <li>• <b>Great treatment programs (e.g., SUN Clinic, RISE Clinic, and Daymark)</b></li> <li>• <b>Expansion of harm reduction strategies and services (e.g., Naloxone distribution)</b></li> <li>• Cabarrus Health Alliance</li> <li>• Growing awareness of the opioid crisis, but needs to be expanded</li> <li>• Some fast treatment options available</li> <li>• Public health, EMS, and law enforcement have been important stakeholders</li> </ul>

## Gaps/Community Needs/Barriers & Opportunities for Improvement

- **Stigma**
- **Need for more community outreach and education**
- **Lack of knowledge of what is available and how to navigate between services/systems**
- **Limited housing options (transitional, supportive, affordable, etc.)**
- **No longer-term treatment options**
- **Access to and affordability of Medication Assisted Treatment**
- **Need for more harm reduction services (Naloxone, syringe exchanges, etc.).**
- **Need for more on-demand/immediate services**
- **Need for more culturally-responsive services (including services offered in Spanish)**
- **More youth-focused prevention**
- **More support for parents and families (including pregnant persons)**
- **More services to address the Social Determinants of Health (e.g., food, housing, employment, etc.)**
- **Services for un/underinsured individuals**
- **Need a wide range of options – one size does not fit all**
- **Employment and vocational training**
- **Lack of wraparound services**
- **More focus on equity and equitable services**
- **Fear of arrest keeps people from accessing care**
- **More access to services in remote areas of the County**



## Strategy Identification & Prioritization

The themes outlined above were presented to the CRT for review. These emerging themes were then cross-walked to the NC Memorandum of Agreement to identify strategies the County would need to select in order to pursue the needs and opportunities identified. The CRT then **reviewed and prioritized the strategies based on needs identified, impact, and sustainability (cost)**. The prioritized strategies are reflected in the sections below. Overall, the CRT gleaned several key takeaways from the stakeholder input that drove the prioritization process:

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. 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



THE STRATEGIC FRAMEWORK

Vision for Fund Use

Identifying a shared vision that can serve as a guide to achieving positive community change is critical in advancing this type of collective work.

This will help ensure that investments made from Opioid Settlement Funds have the potential to improve community health and well-being and address the root causes of addiction, drug misuse, overdose, and related issues. The CRT opted to **adopt an existing vision for fund use** that was developed by the Johns Hopkins Bloomberg School of Public Health called ‘[Principles for the Use of Funds From the Opioid Litigation](#)’. These principles were used when assessing the strategies selected and will continue to serve as guideposts when making funding and implementation decisions in the future. They are outlined below:

Table F. John Hopkins Bloomberg School of Public Health’s Principles

PRINCIPLES	
Principle 1	Spend settlement money to save lives
Principle 2	Use evidence to guide spending
Principle 3	Invest in youth prevention
Principle 4	Focus on racial equity
Principle 5	Develop a fair and transparent process for deciding where to spend the funding

Prioritized Strategies and Population-Level Measures

Table G below captures the prioritized strategies from MOAs A and B, aligned with the broad categories of prevention, treatment, and recovery. The strategies are identified with a number and/or letter that corresponds with the MOA document, with additional detail about specific activities to be pursued captured in the following section. Note: Many of the treatment and recovery strategies overlap and thus are reflected in both columns. The table also captures initial population-level measures, which will be tracked during the implementation process to support assessing effectiveness. Program-level measures will also be established with contractors, and examples can be found in the Strategic Plan Detail section below. These population-level measures align with several identified in the North Carolina Opioid Action Plan.

**Table G. Prioritized Strategies**

Categories	Prevention	Treatment	Recovery
Definition	Prevent future addiction and address trauma by supporting children and families	Therapies and various treatments (evidence-based) to address substance use disorder	Services (focused on harm reduction) provided to help individuals maintain their recovery
Prioritized Strategies	MOA A.6. Early Intervention  MOA A.7. Naloxone distribution	MOA A.2. Evidence-based Addiction Treatment	
		MOA A.3. Recovery Support Services	
		MOA B.C. Connect People Who Need Help to the Help They Need	
		MOA A.11. & A.12. Addiction Treatment for Incarcerated Persons & Reentry Programs	
		MOA B.E. Address the Needs of Pregnant or Parenting Women and their Families, Including Babies with Neonatal Abstinence Syndrome	
	MOA A.1.Collaborative Strategic Planning		
Population-Level Measures	<ul style="list-style-type: none"> <li>• Overdose Deaths</li> <li>• Overdose Death Rates, by Race/Ethnicity</li> <li>• Illicit Opioid Overdose Deaths</li> <li>• Emergency Department Visits</li> <li>• Number of children in foster care due to parental substance use</li> <li>• Number of uninsured individuals and Medicaid beneficiaries with an opioid use disorder that are served by treatment programs</li> <li>• Patients receiving buprenorphine</li> </ul>		



IDENTIFIED STRATEGIES AND EXAMPLE ACTIVITIES & INDICATORS

The tables below provide additional details on the strategies, example activities, and key indicators that were prioritized by the CRT. The activity-level language comes directly from the MOA document. To better convey the priorities of the CRT, activity and indicator examples have also been included. While implementation will be managed through a Request for Proposal (RFP) process or expansion of existing programs within the County (and thus specific activities funded and indicators may shift somewhat), the table provides direction and alignment for the opioid settlement funds.

MOA A, Strategy 1: Collaborative Strategic Planning

An important component of ensuring the effective implementation of the strategies identified above is building Cabarrus County’s capacity for oversight and monitoring. This strategy will allow the County to hire and/or re-assign staff to support this important work. Responsibilities of new/reassigned staff may include RFP development, contract monitoring, data collection and reporting, and ongoing communication and coordination with contracted partners, relevant county departments, and state oversight bodies.

MOA A, Strategy 1: Collaborative Strategic Planning		
Allowable Activities Prioritized by the CRT	Activity Examples	Indicator Examples
Provide resources to staff government oversight and management of opioid abatement programs.	<ul style="list-style-type: none"><li>Hire/re-assign County staff to oversee, manage, and support opioid abatement programs</li></ul>	<ul style="list-style-type: none"><li># of engagements with contracted partners</li><li>% of contracted partners adhering to reporting requirements</li><li>% of contracts operating in compliance</li></ul>



MOA A, Strategy 2: Evidence-based Addiction Treatment

Treating OUD via medication assisted treatment (MAT)<sup>2</sup> is central to addressing the impacts of the opioid crisis. The CRT has prioritized expanding MAT programs, as well as supporting the newly launched MAT Community Paramedicine program. Alongside evidence-based behavioral therapies, MAT is seen by many as the gold standard for treatment. Despite several providers in the community offering these services, data and stakeholder feedback reflects that it is insufficient to meet the level of need experienced in the community.

MEDICATION ASSISTED TREATMENT (MAT)

MAT is the use of medications in combination with evidence-based behavioral therapy to address substance use disorder and help individuals maintain recovery. There are three drugs approved by the Federal Drug Administration to treat opioid dependence: buprenorphine (suboxone), methadone, and naltrexone (vivitrol). Treatment via MAT is not time limited. Benefits of MAT include decreases in overdose deaths, decreases in illicit opioid use, increases in social functioning and retention in treatment, decreases in engagement in criminal activity, and improvements in outcomes for pregnant and breastfeeding women and their children. MAT also reduces risk of infection and transmission of infectious diseases. The County currently partners with two providers, Daymark and Cabarrus Health Alliance to provide MAT to individuals experiencing OUD in the community.

MOA A, Strategy 2: Evidence-based Addiction Treatment		
Allowable Activities Prioritized by the CRT	Activity Examples	Indicator Examples
Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.	<ul style="list-style-type: none"><li>• MAT</li><li>• MAT + Evidence-based behavioral health</li><li>• Low Barrier Buprenorphine</li></ul>	<ul style="list-style-type: none"><li>• # of providers who dispense methadone, buprenorphine, and naltrexone</li><li>• # of unique patients with OUD served (breakdown by demographics)</li><li>• # of patients who were connected to treatment</li><li>• # of patients who adhere to treatment</li></ul>
Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.	<ul style="list-style-type: none"><li>• MAT Community Paramedicine (already funded through FY 27 at 930K)</li><li>• MAT Technical Assistance</li><li>• Other Mobile Treatment Teams</li></ul>	<ul style="list-style-type: none"><li>• # of EMS programs offering MAT in the County</li><li>• # of patients served through EMS-based MAT programs</li><li>• # of patients who declined EMS-based MAT services</li><li>• # of patients who declined linkage to treatment</li></ul>

<sup>2</sup> Substance Abuse and Mental Health Services Administration. Medications for Substance Use Disorders. April 11, 2024. Available at: <https://www.samhsa.gov/medications-substance-use-disorders>.

## MOA A, Strategy 3: Recovery Support Services

Supporting people in treatment for and recovering from OUD includes the use of evidence-based or evidence-informed programs or strategies. The Substance Abuse and Mental Health Services Administration (SAMHSA) has defined recovery as “a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential.” Recovery should be developed based on an individual’s strengths, talents, coping abilities, resources, and personal values. In the recovery process, individuals should be supported by their community, peers, friends, and family members. Importantly, recovery will be a unique journey for all individuals. Some individuals may benefit from medication in combination with peer support and behavioral health, while others may be drawn to faith-based organizations, self-care, or other approaches. Peer support specialists, a strategy already being funded through a resolution developed by the County in December of 2023, are people living in recovery from SUD who have the capacity to provide support to others via their personal lived experience. Peer support specialists<sup>3</sup> have found success in navigating their own recovery process and providing supports to individuals in recovery within the communities where they reside. In addition to peer support, care navigators support linkages to care and harm reduction services.

The Role of Peer Support Specialists <sup>3</sup>	
A peer support specialist does / is ...	A peer support specialist does not / is not ...
Share their experience in meaningful / strategic ways	Serve as the sole support
Relatable	Serve in the role of therapist / behavioral health specialist
Provide affirmation and normalization	Make decisions for others
Destigmatize	Speak for others (unless asked)
Build relationships	Function as the navigator or resources
Provide individualized support	An Uber or babysitter
	A policing system

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<sup>3</sup> Welch M B, Baird C, & Seibel C L. Portland State University, with sponsorship from the Department of Health and Human Services. What Is Peer Support and What Is NOT Peer Support? Available at: [https://pdxscholar.library.pdx.edu/socwork\\_fac/447/](https://pdxscholar.library.pdx.edu/socwork_fac/447/).

## MOA A, Strategy 3: Recovery Support Specialists

Allowable Activities Prioritized by the CRT	Activity Examples	Indicator Examples
Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.	<ul style="list-style-type: none"> <li>• Certified peer support specialists (already funded through FY 25 at 210K to Cabarrus Health Alliance)</li> </ul>	<ul style="list-style-type: none"> <li>• # of peer support specialists</li> <li>• #/% of participants connected with peer support specialists</li> <li>• Satisfaction with services</li> </ul>
	<ul style="list-style-type: none"> <li>• Navigation to community-based services</li> </ul>	<ul style="list-style-type: none"> <li>• # of care navigators</li> <li>• #/% of participants connected with care navigators</li> <li>• Satisfaction with services</li> <li>• # of referrals to recovery supports, harm reduction services, primary healthcare</li> </ul>

## MOA A, Strategy 6: Early Intervention

The strategy of Early Intervention allows the County to support programs that discourage and prevent misuse of opioids. Stakeholder engagement identified two specific activities that are most needed within the County. Stakeholders first identified a need for evidence-based curriculums that de-stigmatize mental health and educate the community on signs of mental health and SUD. Stakeholders also highlighted the need for prevention programs in school settings that engage youth and families. The infographic below provides examples of the role that schools can play in prevention efforts.

				
Educate students and families about the dangers of opioid use and how to prevent misuse	Deliver evidence-based programs within the school curriculum	Provide a strengths-based perspective that provide youth and families with protective factors	Provide harm reduction tools on school campus to mitigate overdoses (e.g. naloxone)	Support youth and families in active recovery

## MOA A, Strategy 6: Early Intervention

Allowable Activities Prioritized by the CRT	Activity Examples	Indicator Examples
Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.	<ul style="list-style-type: none"> <li>• Teen Mental Health First Aid and/or other evidence-based curricula</li> </ul>	<ul style="list-style-type: none"> <li>• # of Teen Mental Health First Aid sessions held</li> <li>• # of individuals trained</li> </ul>
	<ul style="list-style-type: none"> <li>• Community education on opioids, the local impact, root causes, and prevention, including culturally-specific events</li> <li>• Parent/family-oriented education events</li> </ul>	<ul style="list-style-type: none"> <li>• # of community education sessions held</li> <li>• # of participants, by geography and target population</li> </ul>

14. Create and/or support recovery high schools

- Recovery High School support/ expansion

- # of students served
  - #/% of students meeting recovery goals
  - #/% of students meeting academic goals
-

## MOA A, Strategy 7: Prevent Overdose Deaths and Other Harms (Harm Reduction) through Naloxone Distribution

At the heart of preventing overdose deaths and other risks associated with OUD (e.g., infectious disease transmission) is utilizing methods that encourage harm reduction. Harm reduction is an evidence-based approach that is driven by public health strategies. Through harm reduction models, individuals who are experiencing an OUD crisis are first and foremost kept alive and safe. Harm reduction models also allow for meaningful connections with individuals who can support connections to services and resources that will improve physical and mental health, as well as social well-being, all the while eliminating barriers to access. A key component of harm reduction models is ensuring that individuals experiencing OUD have access to naloxone to prevent overdose. This strategy can help to ensure that naloxone is accessible, particularly for at-risk individuals, and that there is education provided related to harm reduction models to increase awareness across the community.

### MOA A, Strategy 7: Prevent Overdose Deaths and Other Harms (Harm Reduction) through Naloxone Distribution

Allowable Activities Prioritized by the CRT	Activity Examples	Indicator Examples
Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators, outreach workers, persons being released from jail or prison, or other members of the general public.	<ul style="list-style-type: none"> <li>• Purchase and distribute naloxone</li> <li>• Target distribution to people at-risk of overdoses and their social network</li> </ul>	<ul style="list-style-type: none"> <li>• # of intranasal/ intramuscular naloxone kits purchased</li> <li>• # of intranasal/ intramuscular naloxone kits distributed</li> <li>• # of agencies offering naloxone to people at high-risk of overdose</li> <li>• Zip codes for those receiving naloxone (to determine saturation rates)</li> </ul>
Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.	<ul style="list-style-type: none"> <li>• Naloxone training/ education</li> <li>• Increase education/ awareness of good Samaritan laws</li> <li>• Increase EMS and law enforcement awareness of best practices at an overdose scene</li> </ul>	<ul style="list-style-type: none"> <li>• # of intranasal/ intramuscular naloxone kits distributed</li> <li>• # of trainings on harm reduction (e.g., overdose prevention, safer use practice, disease prevention) provided</li> <li>• # of training participants, by geography and target populations</li> </ul>

## MOA A, Strategies 11 & 12: Address the Needs of Criminal-Justice Involved Persons through Addiction Treatment for Incarcerated Persons and Reentry Programs

This strategy addresses the needs of individuals with OUD who are engaged with (or at risk of becoming engaged with) the justice system or transitioning out of incarceration through evidence-based interventions. The County has already begun to meet the needs of this population through the dedicated funding that will increase the detention center's capacity to provide MAT to individuals in incarceration. Research has demonstrated that initiating and/or continuing MAT to inmates reduces drug use, overdose events, and recidivism, while simultaneously promoting recovery.<sup>4 5</sup> In addition, for individuals transitioning out of detention centers, overdose is a leading cause of death, with the first two weeks being the period with the highest risk. In addition to MAT in Detention, there are opportunities to provide community supports through re-entry programs that develop person-centered transition plans. SAMHSA has provided best practices for re-entry programs and noted several important characteristics for successful re-entry, especially for individuals who experience behavioral health disorders or SUD. For re-entry to be successful, planning should be an iterative and dynamic process that occurs at several time points, including pre-release, at-release, and post-release. In addition, it is essential that individuals are connected to community-based services that mirror the treatment they received during their incarceration, thus ensuring continuity of care. For individuals who have not been linked to services during incarceration or may require additional services, navigators should help them connect to evidence-based services that are readily accessible upon release. Re-entry from incarceration can lead to several barriers in accessing care including lack of continuity of treatment, access to housing (due to being ineligible for resources), and ability to obtain meaningful employment.<sup>6</sup> This strategy provides an opportunity to not only support justice-involved individuals during detention, but also to support them as they transition back to the community, with the ultimate goal of decreasing recidivism.

“There is evidence that people who are released from prison or jail and are employed are less likely to recidivate. Yet, unemployment rates are almost five times higher for formerly incarcerated individuals than for the general population.”

– SAMHSA

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<sup>4</sup> Lee JD, McDonald R, Grossman E, McNeely J, Laska E, Rotrosen J, Gourevitch M N. National Library of Medicine. Opioid treatment at release from jail using extended- release naltrexone: a pilot proof-of-concept randomized effectiveness trial. Available at: <https://pubmed.ncbi.nlm.nih.gov/25703440/#:~:text=Conclusion%3A%20Extended%2Drelease%20naltrexone%20is,treatment%2Das%2Dusual%20condition>.

<sup>5</sup> Lee J D, Friedmann P D, Kinlock TW et. al. National Library of Medicine. Extended-Release Naltrexone to Prevent Opioid Relapse in Criminal Justice Offenders. Available at: <https://pubmed.ncbi.nlm.nih.gov/27028913/>.

<sup>6</sup> Substance Abuse and Mental Health Services Administration (SAMHSA). Best Practices for Successful Reentry From Criminal Justice Settings for People Living With Mental Health Conditions and/or Substance Use Disorders. Available at: <https://store.samhsa.gov/sites/default/files/pep23-06-06-001.pdf>.



MOA A, Strategies 11 & 12: Address the Needs of Criminal-Justice Involved Persons through Addiction Treatment for Incarcerated Persons and Reentry Programs

Allowable Activities Prioritized by the CRT	Activity Examples	Indicator Examples
Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.	<ul style="list-style-type: none"> <li>• MAT in Detention (already funded through FY 27, at \$1,447,702 to Cabarrus Health Alliance (\$702,702) + Cabarrus County Sheriff Department (\$745,000)</li> <li>• MAT Technical Assistance</li> </ul>	<ul style="list-style-type: none"> <li>• # of people who are incarcerated screened as having OUD</li> <li>• # of people who receive MAT for OUD</li> <li>• # of referrals made for continued MAT support that result in first appointment</li> </ul>
Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.	<ul style="list-style-type: none"> <li>• Re-entry programs</li> <li>• Evidence-based interventions (e.g., MAT)</li> </ul>	<ul style="list-style-type: none"> <li>• # of written transition plans developed prior to release</li> <li>• # of re-entry navigators/peer support on staff</li> <li>• # of participants with OUD who are referred to addiction treatment</li> </ul>

MOA B, Strategy C: Connect People Who Need Help to the Help They Need

Connect People Who Need Help to the Help They Need is a strategy focused on providing connections to care for people who have – or are at risk of developing – OUD through evidence-based strategies. One need highlighted throughout the strategic planning process was the need for additional services that provide individuals with OUD the opportunity to stabilize in a safe and monitored setting. In the County, there are currently two initiatives that would increase the number of beds available for stabilization. In addition, some of these beds will be specifically dedicated to adolescents, which was another key need highlighted during the research process.

Behavioral Health Urgent Care

North Carolina has experienced a rise in the number of behavioral health urgent care (BHUC) and facility-based crisis (FBC) centers opening across the state. In April of 2024, NCDHHS announced that it will dedicate nearly \$15 million to nine BHUC centers across the state, increasing the state’s capacity by 50 percent.<sup>7</sup> The County is developing its own BHUC center, which is set to open in 2026. BHUC centers are intended to provide services to individuals aged four and older who are experiencing a behavioral health crisis related to an SUD, mental health disorder, and/or intellectual/developmental disability (I/DD) diagnosis, or any combination of the above. Services within BHUC include triage, assessment (crisis/risk), evaluation, intervention, and discharge planning. Services provided via a BHUC are meant to serve as a safe alternative to, and diversion from, emergency departments or incarceration. BHUC clients should be evaluated, stabilized, and referred to an appropriate level of care, ideally within their own community.<sup>8</sup>

Facility-Based Crisis Center

In addition to the BHUC development, the County is also in the process of developing an FBC center, which will also open in 2026. This crisis center will have at least six beds dedicated to adolescents. Like BHUCs, FBCs provide an alternative to hospitalization for individuals who are experiencing a crisis related to mental health, SUD, or I/DD. These short-term services are provided in a full-time residential facility. FBC centers serve as an alternative to hospitalization and incarceration, offering similar services including assessment/evaluation, detox, psychiatric evaluation, peer support groups, long-term outpatient treatment plans, medication management, and referrals to hospitalization as needed.

MOA B, Strategy C: Connect People Who Need Help to the Help They Need (Connections to Care)		
Allowable Activities Prioritized by the CRT	Activity Examples	Indicator Examples

<sup>7</sup> North Carolina Department of Health and Human Services. Investment in Strengthening North Carolina’s Behavioral Health Crisis Response System. April 8, 2024. Available at: <https://www.ncdhhs.gov/news/press-releases/2024/04/08/investment-strengthening-north-carolinas-behavioral-health-crisis-response-system>.

<sup>8</sup> North Carolina Department of Health and Human Services. Division of Mental Health, Developmental Disabilities, & Substance Abuse Services. State-Funded Behavioral Health Urgent Care. Available at: <https://files.nc.gov/ncdhhs/documents/files/State-Funded-Behavioral-Health-Urgent-Care-BHUC---effective-2-1-2020.pdf>.

8. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.	<ul style="list-style-type: none"> <li>Behavioral Health Urgent Care (in development)</li> </ul>	<ul style="list-style-type: none"> <li># of referrals to MAT that resulted in first appointment attended</li> <li># of patients served with OUD (breakdown by demographics)</li> </ul>
	<ul style="list-style-type: none"> <li>Facility-based crisis for children/young adults (e.g., Cabarrus Regional Behavioral Health Center)</li> </ul>	<ul style="list-style-type: none"> <li># of referrals to MAT that resulted in first appointment attended</li> <li># of patients served with OUD (breakdown by demographics)</li> </ul>

### MOA B, Strategy E: Address the Needs of Pregnant or Parenting Women and Their Families

This strategy addresses the needs of pregnant and parenting persons who are experiencing SUD through evidence-based and informed interventions. The use of opioids during pregnancy can have a vast range of detrimental effects on the pregnant person and the fetus, including a variety of birth defects, miscarriage, Neonatal Abstinence Syndrome, preterm birth, and maternal mortality.<sup>9</sup> One allowable activity to address the needs of pregnant and parenting persons is to ensure that they have access to MAT in low-barrier settings, rather than allowing them to withdraw, as withdrawal during pregnancy is linked to negative outcomes and higher rates of relapse.<sup>10</sup> As with the utilization of MAT across other populations, pairing MAT with behavioral therapy such as Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) or Eye Movement Desensitization and Reprocessing (EMDR) is highly encouraged. In addition to supports for pregnant persons, this strategy also provides supports to parents managing OUD. Parental substance use is a known adverse childhood experience (ACE) that increases exposure to toxic environments, dysregulated attachment patterns, behavioral issues, and involvement with the child welfare system.<sup>11</sup> Programs should include evidence-based practices that specifically address these ACEs as well as evidence-based parenting programs. Parent and Child Interaction Therapy (PCIT), an evidence-based model, enhances the parent-child relationship while providing parents with effective strategies to manage their children's behaviors. Research has demonstrated that PCIT is an effective modality to address the needs of families with SUD.<sup>12</sup>

#### MOA B, Strategy E: Address the Needs of Pregnant or Parenting Women and their Families, Including Babies with Neonatal Abstinence Syndrome

Allowable Activities Prioritized by the CRT	Activity Examples	Indicator Examples
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<sup>9</sup> Gangi E. Treatment for Pregnant Women with Opioid Use Disorder—Cabarrus County. Available at: <https://ncimpact.sog.unc.edu/2020/04/treatment-for-pregnant-women-with-opioid-use-disorder-cabarrus-county/>.

<sup>10</sup> Centers for Disease Control and Prevention. Treatment for Opioid Use Disorder Before, During, and After Pregnancy. Available at: <https://www.cdc.gov/pregnancy/opioids/treatment.html>.

<sup>11</sup> Waite D, Greiner MV, Laris Z. Putting Families First: How the Opioid Epidemic Is Affecting Children And Families, and the Welfare Policy Options to Address It. *Journal of Applied Research on Children*. 2018;9(1).

<sup>12</sup> Victory E, Han R, Druskin L, Phillips S, McNeil, C. Parent-Child Interaction Therapy (PCIT) as a Treatment for Families Impacted by the Opioid Crisis.

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

- MAT for pregnant persons

- # of pregnant persons who are screened as having OUD
- # of pregnant persons who receive MAT for OUD
- # of referrals made for continued MAT support that result in first appointment

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family and offer trauma-informed behavioral health treatment for adverse childhood events.

- Evidence-based, trauma-focused practices and parenting programs

- # of children/family members who are referred to trauma-focused services
- Satisfaction with services

## IMPLEMENTING THE PLAN

Cabarrus County has elected to implement the strategies and activities outlined above through the direct funding of county-operated programs, as well as through the allocation of funds to non-county organizations serving Cabarrus County (e.g., community-based organizations, hospitals, Federally Qualified Health Centers, medical groups, and others). The sections below outline the planned process to support the successful implementation and evaluation of opioid settlement funded efforts.

### Fund Allocation and Budgeting

Once the strategies and corresponding budget allocations are approved, the County will finalize the plan and process for selecting fund recipients. **The County anticipates funding both county-operated programs, as well as programs/activities operated by non-county organizations.** Funding for county-operated programs can be transferred directly, while Requests for Proposals (RFPs) will be released for programs operated by non-county organizations. The intent is to use settlement funding to expand services and programs, develop new and innovative programs based on gaps and community needs, and help with capital expansion of facilities to help serve persons experiencing OUD.

RFPs will align with the funded strategies and include the prioritized activities and indicator examples identified by the CRT to guide applicants. This will allow applicants to offer creative and innovative approaches, and tailor proposed services to the communities they serve.

To date, the County has allocated approximately \$2.8 million in opioid settlement funds to support programs such as MAT in Detention and MAT Community Paramedicine. The table below captures proposed budget allocations, by strategy, covering Fiscal Years 2024 – 25 through 2028 – 29. This new funding allocation totals approximately \$6.66 million.



### THE PROCESS

Cabarrus County elected to undertake a collaborative strategic planning process. This collaborative planning process provided opportunities to engage the community—both professionals working in and around this space as well as those with lived experience—to hear the needs of residents, understand current services offered and existing strengths, and explore barriers to accessing care, with a goal of using this information to make informed decisions.

Proposed Budget Allocation						
Strategy	Year 1	Year 2	Year 3	Year 4	Year 5	Total
A. Treat Opioid Use Disorders	\$94,274	-	-	\$465,000	\$465,000	<b>\$1,024,274</b>
B. Support People in Treatment and Recovery	\$176,472	\$176,472	\$266,472	\$100,000	\$106,000	<b>\$825,416</b>
C. Connect People Who Need Help to the Help They Need	-	\$351,374	\$351,374	-	-	<b>\$702,748</b>
D. Address the Needs of Criminal Justice-Involved Persons	-	-	-	\$594,939	\$630,151	<b>\$1,225,090</b>
E. Address the Needs of Pregnant or Parenting Women and their Families, Including Babies with Neonatal Abstinence Syndrome	\$361,563	\$378,756	\$396,981	\$341,299	\$361,776	<b>\$1,840,375</b>
G. Prevent Misuse of Opioids	\$195,000	\$27,863	\$27,863	-	-	<b>\$250,726</b>
H. Prevent Overdose Deaths and Other Harms (Harm Reduction)	\$50,000	\$110,000	\$113,000	\$116,500	\$120,000	<b>\$509,500</b>
J. Leadership, Planning, and Coordination	\$96,174	\$96,174	\$96,174	-	-	<b>\$288,522</b>
<b>Total</b>	<b>\$879,209</b>	<b>\$1,187,776</b>	<b>\$1,299,001</b>	<b>\$1,617,738</b>	<b>\$1,682,927</b>	<b>\$6,666,651</b>

In an RFP response, organizations will be asked to provide a detailed implementation plan, in which they will discuss how the program/services will be brought to fruition, as well as a requested budget amount and proposed metrics for evaluation. Responses to the RFP should also honor the spirit of the MOA, which highlights the importance of using programs and interventions that are evidence-based/informed, trauma-

competent, and embrace the harm reduction approach. The County will provide general guidance regarding award amounts to inform proposal development. We also anticipate that the contract duration will be no more than two to three years, with opportunities to renew.

The County will review and evaluate all applicants, assessing the alignment with the prioritized strategies, feasibility (informed by the implementation plan), sustainability, and anticipated impact. The County will then select organizations and agencies with responsibility to implement each strategy and identify the human, material, and capital resources to implement each strategy. The County will announce anticipated awardees and award amounts. These organizations will then enter final contract negotiations, outlined further below. The total dollars awarded will align with the approved budget, as approved by the Board of County Commissioners for each strategy.

For directly funded programs, the County will request the development of detailed implementation plans, budgets, and metrics for evaluation. The County will review and evaluate these internal applicants, in a similar process to that of the external RFP respondents.

For each potential strategy identified, the County will consider opportunities to braid Opioid Settlement Funds with other funding streams to pursue creative solutions. The County will develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy. The County will appropriate the opioid settlement funds in the annual budget ordinance or an amendment to the annual budget ordinance.

### Implementation and Evaluation Planning

For all awarded programs – both county-operated and those selected via the RFP process – the County will engage in final contract negotiations, during which the implementation plan, budget, and evaluation plan will be finalized. **The evaluation plan will include project goals and at least one process measure (how much did you do?), one quality measure (how well did you do it?), and one outcome measure (is anyone better off?) for each awardee.** These measures, in addition to the implementation plan, are what the County will utilize to evaluate the impact and effectiveness of the contractor. The County will establish the process whereby awardees will submit data and progress updates over the contract period. These data – as well as the population-level measures identified previously – will serve as the basis for the overall evaluation of the impact of opioid settlement fund utilization. Importantly, all counties are required to submit annual financial and impact reports, further promoting transparency and accountability.

### Monitoring, Evaluation, and Compliance

We anticipate quarterly reports on implementation plan progress, budget spend, and metric results. Therefore, HMA will help the county develop a framework for evaluation on an ongoing basis. A regular reporting frequency will allow the County to ensure the proper and effective use of funding and provide additional support and technical assistance as needed. The County will ensure alignment with all state reporting requirements, such as requirements about producing spending authorization reports within 90 days of authorization. The County will also produce an annual financial report and annual impact report within 90 days of the fiscal year-end, as required. These annual reports will capture the aggregate financial and impact data, and report on implementation progress to date. This annual report will allow the County to evaluate the global and strategy-specific impacts of the opioid settlement fund utilization and adjust its

approach accordingly. The opioid crisis continues to evolve, and this approach will allow the County to evolve with it.

### **FINAL APPROVAL OF RECOMMENDATIONS BY GOVERNING BODY**

HMA will present the final Three Year Collaborative Strategic Planning Process recommendations of the Cabarrus County Board of Commissioners for approval, which will include the identified MOA Option B strategies and budget, as required to initiate the implementation steps outlined above. Once approved, the County will develop and release RFP(s), make funding determinations, finalize contracts and implementation/evaluation plans, and release opioid settlement funds.



APPENDIX

Compliance with Collaborative Strategic Planning Process and Use of Settlement Funds Requirements

Requirements of MOA B include that local governments are expected to report publicly once they have adopted a resolution for funding expenditures, and HMA recognizes the importance of assisting Cabarrus County with that commitment. Below is a summary of some of the key requirements in the MOA.

EXHIBIT A KEY REQUIREMENTS IN THE MOA

KEY REQUIREMENTS	
Establish a fund	A local government receiving opioid settlement funds must secure and account for these funds in a special revenue fund.
Authorize spending	<p>Before spending opioid settlement funds, a local government must authorize the expenditure of these funds in a manner that satisfies MOA requirements as well as state law. The MOA does not require that a local government spend all the funds it receives in a particular fiscal year by the end of that fiscal year. It allows a local government to roll funds over from year to year as long as it reports the amount of opioid settlement funds in the special revenue fund at the end of one fiscal year and the beginning of the following fiscal year. In addition to adopting the authorizing resolution that the MOA requires, a local government's governing board must appropriate the opioid settlement funds through a legal budget ordinance before funds can be obligated and expended. Under current law, there are two budgeting options available to local governments:</p> <ul style="list-style-type: none"><li>• The annual budget ordinance, or an amendment to the annual budget ordinance; or</li><li>• A capital project ordinance for capital projects that are consistent with the MOA.</li></ul> <p>While some local governments have considered a grant project ordinance for opioid settlement funds, the NC DOJ does not believe this is a viable option at present (August 2023) unless legislation is passed to clarify the availability of this option for opioid settlement funds. The local government's governing board may appropriate the opioid settlement funds in the annual budget ordinance or an amendment to the annual budget ordinance. The amount of opioid settlement funds estimated to be expended during the fiscal year is included as revenue, and corresponding appropriations are made by department, function, or project in accordance with NCGS § 159-13. The appropriations must be consistent with the authorizing resolution required by the MOA.</p>

## KEY REQUIREMENTS

### Understand and follow the options

A local government must spend opioid settlement funds on opioid remediation activities authorized under Option A or Option B as detailed in the MOA, requiring strict compliance. The local government must adopt a resolution that states each specific strategy it intends to fund, along with the amount dedicated to that specific strategy for a specified period of time. For this reason, the MOA does not allow a local government to authorize the expenditure of a single amount of funds on multiple strategies. The MOA provides that a local government may contract with a nonprofit, charity, or other entity to use opioid settlement funds to implement opioid remediation strategies in a manner consistent with all of the substantive and procedural requirements of the MOA and all other applicable laws and rules. The MOA permits a local government to spend opioid settlement funds on the salary and fringe benefits of an employee if certain reporting conditions are satisfied. The MOA permits a local government to spend opioid settlement funds on a building, vehicle, or other capital asset if certain conditions are satisfied.

### Understand and follow all reporting requirements

A local government must comply with all reporting requirements in the MOA, including the following:

- The local spending authorization report due within 90 days of the authorization of the expenditure of opioid settlement funds.
- The Option B report and recommendations due within 90 days of presentation to the governing body.
- The annual financial report (Exhibit E) due within 90 days of any fiscal year in which opioid settlement funds are received, held, or expended.
- The annual impact report (Exhibit F) due within 90 days of any fiscal year in which opioid settlement funds are received, held, or expended.
- A local government that contracts with a third party to implement opioid remediation strategies under the MOA must ensure that the third party complies with the MOA. To ensure that this happens, the local government should include relevant MOA requirements in its contract with the third party.

### Hold annual meeting

The MOA requires that each county receiving opioid settlement funds hold at least one annual meeting open to the public, with all municipalities in the county invited to the meeting to receive input on proposed uses of the opioid settlement funds and to encourage collaboration among local governments. The MOA does not specify when the annual meeting should take place and does not clarify whether the term “annual” refers to the fiscal year or the calendar year (however, the fiscal year is being assumed by most).

## EXHIBIT A TO NC MOA

### HIGH-IMPACT OPIOID ABATEMENT STRATEGIES (“OPTION A” List)

*In keeping with the National Settlement Agreement, opioid settlement funds may support programs or services listed below that serve persons with Opioid Use Disorder (OUD) or any co-occurring Substance Use Disorder (SUD) or mental health condition.*

*As used in this list, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity.*

1. Collaborative strategic planning. Support collaborative strategic planning to address opioid misuse, addiction, overdose, or related issues, including staff support, facilitation services, or any activity or combination of activities listed in Exhibit C to the MOA (collaborative strategic planning).
2. Evidence-based addiction treatment. Support evidence-based addiction treatment consistent with the American Society of Addiction Medicine’s national practice guidelines for the treatment of opioid use disorder – including Medication-Assisted Treatment (MAT) with any medication approved for this purpose by the U.S. Food and Drug Administration – through Opioid Treatment Programs, qualified providers of Office-Based Opioid Treatment, Federally Qualified Health Centers, treatment offered in conjunction with justice system programs, or other community-based programs offering evidence-based addiction treatment. This may include capital expenditures for facilities that offer evidence-based treatment for OUD. (If only a portion of a facility offers such treatment, then only that portion qualifies for funding, on a pro rata basis.)
3. Recovery support services. 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.
4. Recovery housing support. Fund programs offering recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities; or fund recovery housing programs that provide housing to individuals receiving Medication-Assisted Treatment for opioid use disorder.
5. Employment-related services. Fund programs offering employment support services to people in treatment or recovery, or people who use drugs, such as job training, job skills, job placement, interview coaching, resume review, professional attire, relevant courses at community colleges or vocational schools, transportation services or transportation vouchers to facilitate any of these activities, or similar services or supports.
6. Early intervention. Fund programs, services, or training to encourage early identification and intervention for children or adolescents who may be struggling with problematic use of drugs or mental health conditions, including Youth Mental Health First Aid, peer-based programs, or similar approaches. Training programs may

target parents, family members, caregivers, teachers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

7. Naloxone distribution. Support programs or organizations that distribute naloxone to persons at risk of overdose or their social networks, such as Syringe Service Programs, post-overdose response teams, programs that provide naloxone to persons upon release from jail or prison, emergency medical service providers or hospital emergency departments that provide naloxone to persons at risk of overdose, or community-based organizations that provide services to people who use drugs. Programs or organizations involved in community distribution of naloxone may, in addition, provide naloxone to first responders.

8. Post-overdose response team. Support post-overdose response teams that connect persons who have experienced non-fatal drug overdoses to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need to improve their health or well-being.

9. Syringe Service Program. Support Syringe Service Programs operated by any governmental or nongovernmental organization authorized by section 90-113.27 of the North Carolina General Statutes that provide syringes, naloxone, or other harm reduction supplies; that dispose of used syringes; that connect clients to prevention, treatment, recovery support, behavioral healthcare, primary healthcare, or other services or supports they need; or that provide any of these services or supports.

10. Criminal justice diversion programs. Support pre-arrest or post-arrest diversion programs, or pre-trial service programs, that connect individuals involved or at risk of becoming involved in the criminal justice system to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, or other services or supports they need, or that provide any of these services or supports.

11. Addiction treatment for incarcerated persons. Support evidence-based addiction treatment, including Medication-Assisted Treatment with at least one FDA-approved opioid agonist, to persons who are incarcerated in jail or prison.

12. Reentry Programs. Support programs that connect incarcerated persons to addiction treatment, recovery support, harm reduction services, primary healthcare, or other services or supports they need upon release from jail or prison, or that provide any of these services or supports.

## EXHIBIT B TO NC MOA

### **Additional Opioid Remediation Activities (“OPTION B” List)**

*This list shall be automatically updated to match the list of approved strategies in the most recent National Settlement Agreement.*

#### **PART ONE: TREATMENT**

##### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:<sup>1</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

<sup>1</sup> As used in this Exhibit B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including tele mentoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who collaborate with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

#### ***B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY***

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

### ***C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)***

Provide connections to care for people who have – or at risk of developing – OUD and any co- occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.



8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid- related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### ***D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS***

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.



2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison, have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

#### ***E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME***

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

EXHIBIT C to NC MOA

**COLLABORATIVE STRATEGIC PLANNING PROCESS UNDER OPTION B**

ACTIVITY NAME		ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A	Engage diverse stakeholders	Engage diverse stakeholders, per "ITEM A DETAIL" below, throughout the collaborative strategic planning process	Report on stakeholder engagement per "ITEM A DETAIL" below
B	Designate facilitator	Designate a person or entity to facilitate the strategic collaborative planning process. Consider a trained, neutral facilitator.	Identify the facilitator
C	Build upon any related planning	Build upon or coordinate with prior or concurrent planning efforts that address addiction, drug misuse, overdose, or related issues, including but not limited to community health assessments.	Report any related planning efforts you will build upon or coordinate with
D	Agree on shared vision	Agree on a shared vision for positive community change, considering how strategic investments of Opioid Settlement Funds have the potential to improve community health and well-being and address root causes of addiction, drug misuse, overdose, and related issues	Report on shared vision for positive community change
E	Identify key indicator(s)	Identify one or more population-level measures to monitor in order to gauge progress towards the shared vision. (The NC Opioid Action Plan Data Dashboard contains several such measures.)	Report on the key indicators selected
F	Identify and explore root causes	Explore root causes of addiction, drug misuse, overdose, and related issues in the community, using quantitative data as well as stakeholder narratives, community voices, the stories of those with lived experience, or similar qualitative information	Report on root causes as described

ACTIVITY NAME		ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
G	Identify and evaluate potential strategies	Identify potential strategies to address root causes or other aspects of the opioid epidemic; identify these strategies (by letter or number) on EXHIBIT A or EXHIBIT B, and consider the effectiveness of each strategy based on available evidence	Identify and evaluate potential strategies
H	Identify gaps in existing efforts	For each potential strategy identified (or for favored strategies), survey existing programs, services, or supports that address the same or similar issues; and identify gaps or shortcomings	Report on survey of and gaps in existing efforts
I	Prioritize strategies	Prioritize strategies, taking into account your shared vision, analysis of root causes, evaluation of each strategy, and analysis of gaps in existing efforts	Report on prioritization of strategies
J	Identify goals, measures, and evaluation plan	For each strategy (or favored strategy), develop goals and an evaluation plan that includes at least one process measure (How much did you do?), at least one quality measure (How well did you do it?), and at least one outcome measure (Is anyone better off?)	Report on goals, measures, and evaluation plan for each chosen strategy
K	Consider ways to align strategies	For each potential strategy identified (or for favored strategies), consider opportunities to braid Opioid Settlement Funds with other funding streams; develop regional solutions; form strategic partnerships; or to pursue other creative solutions	Report on opportunities to align strategies as described
L	Identify organizations	Identify organizations and agencies with responsibility to implement each strategy; and identify the human, material, and capital resources to implement each strategy	Identify organizations and needs to implement each strategy

ACTIVITY NAME		ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
M	Develop budgets and timelines	Develop a detailed global budget for each strategy with anticipated expenditures, along with timelines for completing components of each strategy	Report budgets and timelines for each strategy
N	Offer recommendations	Offer recommendations to local governing body (e.g., the county board, city council, or other local governing body)	Report recommendations

#### ITEM A DETAIL: STAKEHOLDER INVOLVEMENT

ACTIVITY NAME		ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
A-1	Local officials	County and municipal officials, such as those with responsibility over public health, social services, and emergency services	Report stakeholder involvement (who and how involved in process)
A-2	Healthcare providers	Hospitals and health systems, addiction professionals and other providers of behavioral health services, medical professionals, pharmacists, community health centers, medical safety net providers, and other healthcare providers	same as above
A-3	Social service providers	Providers of human services, social services, housing services, and community health services such as harm reduction, peer support, and recovery support services	same
A-4	Education and employment service providers	Educators, such as representatives of K-12 schools, community colleges, and universities; and those providing vocational education, job skills training, or related employment services	same
A-5	Payers and funders	Health care payers and funders, such as managed care organizations, prepaid	same

ACTIVITY NAME		ACTIVITY DETAIL	CONTENT OF REPORT & RECOMMENDATIONS
		health plans, LME-MCOs, private insurers, and foundations	
A-6	Law enforcement	Law enforcement and corrections officials	same
A-7	Employers	Employers and business leaders	same
A-8	Community groups	Community groups, such as faith communities, community coalitions that address drug misuse, groups supporting people in recovery, youth leadership organizations, and grassroots community organizations	same
A-9	Stakeholders with "lived experience"	Stakeholders with "lived experience," such as people with addiction, people who use drugs, people in medication-assisted or other treatment, people in recovery, people with criminal justice involvement, and family members or loved ones of the individuals just listed	same
A-10	Stakeholders reflecting diversity of community	Stakeholders who represent the racial, ethnic, economic, and cultural diversity of the community, such as people of color, Native Americans, members of the LGBTQ community, and members of traditionally unrepresented or underrepresented groups	same

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Department of Social Services - FY 25 Home and Community Care Block Grant Funding Plan

### **BRIEF SUMMARY:**

The FY25 Home and Community Care Block Grant (HCCBG) funding plan is attached for review and approval by the Board of Commissioners. The plan has been prepared, reviewed, and approved by the HCCBG Advisory Committee. The Department of Social Services serves as the lead agency for the Home and Community Care Block Grant. The lead agency's primary role is to organize the committee, develop the funding plan for the grant, and seek approval from the Board of Commissioners for the funding plan. The Home and Community Care Block Grant serves citizens ages 60 and older and promotes health and well-being services for qualified recipients. The grant is administered by the North Carolina Division of Aging and Adult Services (DAAS). The grant provides local flexibility in that the advisory committee and the Board of Commissioners can set priorities for services that the grant will fund.

### **REQUESTED ACTION:**

Motion to approve the FY25 Home and Community Care Block Grant funding plan as submitted by the Home and Community Care Block Grant Advisory Committee.

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

### **SUBMITTED BY:**

Tammy Bare, Adult and Aging Services Program Administrator

**BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▢ Funding Plan



Home and Community Care Block Grant for Older Adults

County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

County:

July 1, 2024 through June 30, 2025

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families

Cabarrus-Department of Social Services (DSS)

(Name of Agency/Office with lead responsibility)

Tammy Bare

Authorized Signature

6-6-2024

Date

Tammy Bare, AASD Program Administrator

(Type name and title of signatory agent)



### Home and Community Care Block Grant for Older Adults

## Cabarrus

County

July 1, 2024 through June 30, 2025

## County Funding Plan

## County Services Summary

	A				B				C		D	E		F	G	H	I
Services	Block Grant Funding				Total	Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units				
	Access	In-Home	Other														
DSS-Adult Day Health	\$ -	\$ 188,088	\$ -	\$ 188,088	\$ 20,899	\$ 208,987	\$ -	\$ 208,987	2,525	\$ 82.7641	21	2,526					
DSS-Congregate Nutrition	\$ -	\$ -	\$ 136,518	\$ 136,518	\$ 15,169	\$ 151,687	\$ 38,400	\$ 190,087	13,030	\$ 11.6416	380	48,000					
DSS-In-Home Aide-Level II - PC	\$ -	\$ 63,490	\$ -	\$ 63,490	\$ 7,054	\$ 70,544	\$ -	\$ 70,544	3,553	\$ 19.8564	15	3,650					
DSS-In-Home Aide-Level III - PC	\$ -	\$ 156,777	\$ -	\$ 156,777	\$ 17,420	\$ 174,197	\$ -	\$ 174,197	7,167	\$ 24.3057	25	7,170					
DSS-Transportation (General)	\$ 90,198	\$ -	\$ -	\$ 90,198	\$ 10,022	\$ 100,220	\$ -	\$ 100,220	4,348	\$ 23.0503	20	38,100					
DSS-Transportation (Medical)	\$ 144,468	\$ -	\$ -	\$ 144,468	\$ 16,052	\$ 160,520	\$ -	\$ 160,520	6,964	\$ 23.0501	215	33,700					
DOC-Housing & Home Imprvmt	\$ -	\$ -	\$ 60,952	\$ 60,952	\$ 6,772	\$ 67,724	\$ -	\$ 67,724	-	\$ -	50	-					
ALP-Senior Cntr Operation	\$ -	\$ -	\$ 100,973	\$ 100,973	\$ 11,219	\$ 112,192	\$ -	\$ 112,192	-	\$ -	-	-					
MOW-Home Delivered Meals	\$ -	\$ 132,032	\$ -	\$ 132,032	\$ 14,670	\$ 146,702	\$ 80,000	\$ 226,702	17,908	\$ 8.1920	300	100,000					
MOW-HDM NSIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	100	-					
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Signature, Chairman, Board of Commissioners

Date \_\_\_\_\_









North Carolina Division of Aging and Adult Services\*  
Service Cost Computation Worksheet

DMA5-732A

Provider: Cabarrus County DSS  
County: Cabarrus  
Budget Period: July 2024 through June 2025

	Grand Total	Service Adult Day Health 155	Service Congregate Nutrition 180	Service In-Home Adult-Level II - Personal Care 042	Service In-Home Adult-Level III - Personal Care 045	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
<b>I. Projected Revenues</b>								
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 544,873	\$ 188,088	\$ 136,518	\$ 63,490	\$ 156,777	\$ -	\$ -	\$ -
Required Minimum Match - Cash								
1)	\$ 60,542	\$ 20,899	\$ 15,169	\$ 7,054	\$ 17,420			
2)	\$ -							
3)	\$ -							
Total Required Minimum Match - Cash	\$ 60,542	\$ 20,899	\$ 15,169	\$ 7,054	\$ 17,420	\$ -	\$ -	\$ -
Required Minimum Match - In-Kind								
1)	\$ -							
2)	\$ -							
3)	\$ -							
Total Required Minimum Match - In-Kind	\$ -							
B. Total Required Minimum Match (cash + in-kind)	\$ 60,542	\$ 20,899	\$ 15,169	\$ 7,054	\$ 17,420	\$ -	\$ -	\$ -
C. Subtotal, Fed/State/Required Match Revenues	\$ 605,415	\$ 208,987	\$ 151,687	\$ 70,544	\$ 174,197	\$ -	\$ -	\$ -
D. NSIP Cash Subsidy/Commodity Valuation	\$ 38,400	\$ -	\$ 38,400	\$ -	\$ -	\$ -	\$ -	\$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -							
Local Cash, Non-Match								
1)	\$ -							
2)	\$ -							
3)	\$ -							
4)	\$ -							
F. Subtotal, Local Cash, Non-Match	\$ -							
Other Revenues, Non-Match								
1) Donations	\$ 4,000							
2) County General Fund	\$ 370,992							
3) Out of County Agency Reimbursements	\$ 14,000							
G. Subtotal, Other Revenues, Non-Match	\$ 388,992							
Local In-Kind Resources (Includes Volunteer Resources)								
1)	\$ -							
2)	\$ -							
3)	\$ -							
H. Subtotal, Local In-Kind Resources, Non-Match	\$ -							
I. Client Cost Sharing	\$ 20,200	\$ 75	\$ 20,000	\$ 50	\$ 75	\$ -	\$ -	\$ -
J. Total Projected Revenues (Sum LC,D,E,F,G,H, & I)	\$ 1,053,007	\$ 209,062	\$ 597,197	\$ 72,476	\$ 174,272	\$ -	\$ -	\$ -

Division of Aging and Adult Services  
Service Cost Computation Worksheet

	Grand Total	Admin. Cost	Service Adult Day Health 155	Service Congregate Nutrition 180	Service In-Home Adult-Level II - Personal Care 042	Service In-Home Adult-Level III - Personal Care 045	Service 0 #N/A	Service 0 #N/A
<b>III. Line Item Expenses</b>								
Staff Salary From Labor Distribution Schedule	\$ 148,434	\$ -	\$ 14,970	\$ 113,618	\$ 6,267	\$ 13,579	\$ -	\$ -
1) Full-time Staff (do not include Title V workers)	\$ 164,285	\$ -	\$ -	\$ 164,285	\$ -	\$ -	\$ -	\$ -
2) Part-time staff (do not include Title V workers)	\$ 312,719	\$ -	\$ 14,970	\$ 277,903	\$ 6,267	\$ 13,579	\$ -	\$ -
A. Subtotal, Staff Salary	\$ 23,923	\$ -	\$ 1,145	\$ 21,260	\$ 479	\$ 1,039	\$ -	\$ -
Fringe Benefits	\$ 21,052	\$ -	\$ 2,692	\$ 15,300	\$ 1,332	\$ 1,728	\$ -	\$ -
1) FICA @ 7.65 %	\$ 31,853	\$ -	\$ 1,817	\$ 28,444	\$ 761	\$ 831	\$ -	\$ -
2) Health Insurance	\$ -	\$ -						
3) Retirement	\$ 9,249	\$ -	\$ 350	\$ 8,434	\$ 147	\$ 318	\$ -	\$ -
4) Unemployment Insurance	\$ -	\$ -						
5) Worker's Compensation	\$ -	\$ -						
6) Other	\$ 86,077	\$ -	\$ 6,004	\$ 73,438	\$ 2,719	\$ 3,916	\$ -	\$ -
B. Subtotal, Fringe Benefits	\$ -	\$ -						
Local In-Kind Resources Non-Match	\$ -	\$ -						
1)	\$ -	\$ -						
2)	\$ -	\$ -						







Cabarrus County DSS

1303 S. Cannon Blvd

Kannapolis, NC 28083

DAA S-732

## County Funding Plan

Cabarrus

County:

**Budget Period:**

through June

## Provider Services Summary

Revision #:

[illegible]

Certification of required minimum local match availability.

Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title  
Community Service Provider

Date: \_\_\_\_\_

Signature, County Finance Officer

Date \_\_\_\_\_

Signature, Chairman, Board of Commissioners

Date \_\_\_\_\_

**Home and Community Care Block Grant for Older Adults  
Outreach Methodology**

July 2024 through June 2025

**Outreach Methodology to Address the Service Needs of Target Population**

Community Service Provider: Cabarrus County DSS

County: Cabarrus

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Cabarrus County Department of Social Services' goal is to increase participation in services and programs by low income elderly and elderly with limited English proficiency in the community. DSS provides assistance to all individuals living within the county's boundaries who request services, regardless of location within the county. The type and extent of services receive are based on clients' needs and availability of funding. Outreach by the agency has been accomplished by brochures, community forums, word of mouth, and contacts with community partners. Outreach is ongoing. Requests from clients who meet the need for HCCBG services will continue to be accepted. If services are full, new clients will be added as existing clients leave the program or experience a decrease of units needed or additional funds are secured. As a agency with multiple funding sources, assessments will be made with each case t be sure the most appropriate funding is used to best meet the needs of the clients and that the Older Americans Act funds are for the target population groups.



July 2024 through June 2025

**Home and Community Care Block Grant for Older Adults  
Community Service Provider  
Standard Assurances**

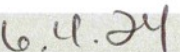
Cabarrus County DSS agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards at <https://www.ncdhhs.gov/divisions/daas/monitoring>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
  - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized ["State Grant Certification of No Overdue Tax Debts."](#)
  - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at <https://archives.ncdcr.gov/government/local>

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

 _____ (Authorized Signature)	 _____ (Date)
--	---

**Standard Assurance To Comply with Older Americans Act  
Requirements Regarding Clients Rights  
For  
Agencies Providing In-Home Services through the  
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

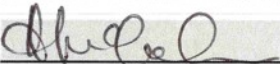
Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

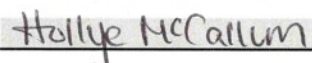
Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Cabarrus County DSS

Name of Agency Administrator: 

Signature: 

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

#### CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.



# Internal Consistency Checks

## Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

		Difference
Adult Day Health	OK	-
Congregate Nutrition	OK	-
In-Home Aide-Level II - Personal Care	OK	-
In-Home Aide-Level III - Personal Care	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-

## 732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered

Total Assignable Salary and Cumulative Salary total for \$ 0 \$ -

**Exhibit 14A: List of Subcontractors****Region F - FY 2025****County:** Cabarrus**Provider Name:**

Cabarrus County DSS

**Provider Code: F012**

List each subcontractor in the chart below. A subcontractor is defined as an entity that has been contracted to do a job within the scope of the service provider's grant award. The subcontractor is accountable for the same requirements as the service provider, depending on the terms of the subcontract. Subcontractors must adhere to service standard requirements by the Division of Aging and Adult Services. Do not list vendors who provide services through a 'purchase of service'. These are services which do not follow prescribed service standards and are goods or services sold equally to all consumers.

<b>Subcontractor Name</b>	<b>Type Agency</b> <b>Non-Profit</b> <b>For-Profit</b> <b>Government</b>	<b>Subcontracted Service Name</b>	<b>Subcontractor Contact Name, Address &amp; Phone Number</b>	<b>Scope of the Subcontract</b> (Briefly describe any service requirements that will be delegated to the subcontractor, e.g. eligibility determination, service authorization, assessments/reassessments, preparation and delivery of meals, provision of a ride and driver/requirements, tasks on an In-Home Aide plan of care, aide competency testing, aide supervision, etc.)
Greater Home Health Services	For-Profit	In-Home Aide Services II & III	MiJe Nwangwu, 206 N. Cannon Blvd, Kannapolis, NC 28083 704-956-2478	Provision of In-Home Aide Services Level II & III
New Infiniti Home Care Services	For-Profit	In-Home Aide Services II & III	Crystal Stafford, 325 McGill Ave. NW, Concord, NC 28027 704-644-2550	Provision of In-Home Aide Services Level II & III
Interim Healthcare	For-Profit	In-Home Aide Services II & III	Margaret Webb, 2526 Ward Blvd, Wilson, NC 27896 252-290-1799	Provision of In-Home Aide Services Level II & III
Coltrane L.I.F.E. Center	Non-Profit	Adult Day Health	Susan Caudle, 321 Corban Ave. SW, Concord, NC 28025 704-788-1215	Provision of Adult Day Health Services
Trio Community Meals	For-Profit	Congregate Nutrition	Tristan Fulbright, 4808 Chesapeake Dr, Charlotte, NC 28216 980-721-8565	Preparation and delivery of meals to Congregate Nutrition sites

**Attest Statement:** Providers utilizing subcontractors must provide assurance that both for profit and non-profit subcontractors are compliant with state and federal regulations. These assurances are the subcontractor: A) has not been suspended or debarred (G.S. §143C-6-23; 09NCAC03M), B) has not been barred from doing business at the federal level, C) is able to produce a notarized "State Grant Certification of No Overdue Tax Debts", D) has obtained all licenses, permits, bonds and insurance necessary for carrying out HCCBG Services. In addition, Non-Profit Subcontractors are registered as a charitable (501c3) organization with the federal government.

**Provider Signature:****Title:** DSS Director**Date:**

6.4.24

Version 2016

Page 1 of 1









North Carolina Division of Aging and Adult Services  
Service Cost Computation Worksheet

DAAS-732A

Provider: Cabarrus County  
County: CABARRUS  
Budget Period: July 2024 through June 2025

	Grand Total	Service Transportation (General) 250	Service Transportation (Medical) 033	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
<b>I. Projected Revenues</b>									
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	\$ 234,666	\$ 90,198	\$ 144,468	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - Cash									
1) County Funds	\$ 26,074	\$ 10,022	\$ 16,052						
2)	\$ -								
3)	\$ -								
Total Required Minimum Match - Cash	\$ 26,074	\$ 10,022	\$ 16,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Required Minimum Match - In-Kind									
1)	\$ -								
2)	\$ -								
3)	\$ -								
Total Required Minimum Match - In-Kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Total Required Minimum Match (Cash + In-Kind)	\$ 26,074	\$ 10,022	\$ 16,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Subtotal, Fed/State/Required Match Revenues	\$ 260,740	\$ 100,220	\$ 160,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. NSIP Cash Subsidy/Commodity Valuation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Cash, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1)	\$ -								
2)	\$ -								
3)	\$ -								
4)	\$ -								
F. Subtotal, Local Cash, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenues, Non-Match									
1) State/Federal Grants	\$ 358,267	\$ 358,267							
2) Program Fees	\$ 36,000	\$ 36,000							
3) Medicaid Reimbursement	\$ 999,100	\$ 383,280	\$ 615,820						
G. Subtotal, Other Revenues, Non-Match	\$ 1,393,367	\$ 777,547	\$ 615,820	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local In-Kind Resources (Includes Volunteer Resources)									
1)	\$ -								
2)	\$ -								
3)	\$ -								
H. Subtotal, Local In-Kind Resources, Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. Client Cost Sharing	\$ 900	\$ 450	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
J. Total Projected Revenues (Sum I.C.D.E.F.G.H. & I)	\$ 1,655,007	\$ 878,217	\$ 776,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Division of Aging and Adult Services  
Service Cost Computation Worksheet

	Grand Total	Admin. Cost	Service Transportation (General) 250	Service Transportation (Medical) 033	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
<b>II. Line Item Expenses</b>									
Staff Salary From Labor Distribution Schedule	\$ 626,191	\$ 542,340	\$ 46,117	\$ 37,734	\$ -	\$ -	\$ -	\$ -	\$ -
2) Full-time staff (do not include Title V workers)	\$ 592,260	\$ 512,200	\$ 325,735	\$ 266,575	\$ -	\$ -	\$ -	\$ -	\$ -
2) Part-time staff (do not include Title V workers)	\$ 1,218,451	\$ 542,340	\$ 371,652	\$ 304,259	\$ -	\$ -	\$ -	\$ -	\$ -
A. Subtotal, Staff Salary	\$ 93,212	\$ 41,489	\$ 28,447	\$ 23,276	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe benefits	\$ 294,420	\$ 106,575	\$ 103,047	\$ 84,798	\$ -	\$ -	\$ -	\$ -	\$ -
1) FICA @ 7.65 %	\$ 135,879	\$ 48,599	\$ 46,857	\$ 38,423	\$ -	\$ -	\$ -	\$ -	\$ -
2) Health Insurance	\$ 31,424	\$ 11,408	\$ 10,998	\$ 9,018	\$ -	\$ -	\$ -	\$ -	\$ -
3) Retirement	\$ 552,935	\$ 208,071	\$ 189,349	\$ 155,515	\$ -	\$ -	\$ -	\$ -	\$ -
4) Unemployment Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5) Worker's Compensation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6) Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B. Subtotal, Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local In-Kind Resources Non-Match									
1)	\$ -								
2)	\$ -								
3)	\$ -								
C. Subtotal, Local In-Kind Resources Non-Match	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. OAA Title V Worker Wages, Fringe Benefits and Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1) Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2) Mileage Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3) Other Travel Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Subtotal, Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

		Grand Total	Transportation (General)	Transportation (Medical)	0	0	0	0	0	0
		250	033	034	034	034	034	034	034	034
<b>A. Computation of Rates</b>										
<b>1. Computation of Unit Cost Rate:</b>										
1	Total Expenses (equals line 1.J)	\$ 1,495,007	\$ 879,217	\$ 779,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Total Projected Units	38,100	33,700	33,700						
3	Total Unit Cost Rate	\$ 23,050.3	\$ 23,050.3	\$ 23,050.3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>B. Computation of Reimbursement Rate:</b>										
1	Total Revenues (equals line 1.J)	\$ 1,495,007	\$ 879,217	\$ 779,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Less: NSIP (equals line 1.C)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Title V (equals line 1.E less 1.C.2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Non Match in-kind (equals line 1.H less 1.C.2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Revenues Subject to Unit Reimbursement	\$ 1,495,007	\$ 879,217	\$ 779,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Total Projected Units (equals line 1.B.2)	38,100	33,700	33,700						
5	Total Reimbursement Rate	\$ 23,050.3	\$ 23,050.3	\$ 23,050.3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>C. Units Reimbursed Through HCCBG</b>										
6	Units Reimbursed Through Program Income*	6,348	6,964	6,964	+	+	+	+	+	+
7	Units Reimbursed Through Remaining Revenues	30	30	30	+	+	+	+	+	+
8	Total Units Reimbursed	33,733	26,717	26,717	+	+	+	+	+	+
9	Total Units Reimbursed/Total Projected Units	38,100	33,700	33,700	+	+	+	+	+	+

**Certification:**

Authorized Signature

Interim Manager  
Title

5/31/2024  
Date

DAAS-732A	DAAS-732
Line 1A	Col. A
Line 1B	Col. B
Line 1C	Col. C
Line 1D	Col. D
Line 1E	Col. E
Line 1F	Col. F
Line 1G	Col. G
Line 1H	Col. H

Block Grant Funding	
Required Local Match-Cash & in-Kind	
Net Service Cost	
NSIP Subsidy	
Total Funding	
Projected HCCBG Reimbursed Units	
Total Reimbursement Rate	
Projected Total Service Units	



Cabarrus County		<b>Home and Community Care Block Grant for Older Adults</b>										<b>DAAS-732</b>			
1303 South Cannon Blvd		<b>County Funding Plan</b>										County: CABARRIUS			
Kannapolis NC		<b>Provider Services Summary</b>										Budget Period: July 2024 through June 2025		Revision #: Date:	

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
	Direct	Purchase	Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
			Access	In-Home	Other	Total								
Transportation (General)	X		\$ 90,198	\$ -	\$ -	\$ 90,198	\$ 10,022	\$ 100,220	\$ -	\$ 100,220	4,348	\$ 23.0503	20	38,100
Transportation (Medical)	X		\$ 144,468	\$ -	\$ -	\$ 144,468	\$ 16,052	\$ 160,520	\$ -	\$ 160,520	6,964	\$ 23.0501	215	33,700
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
0			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
<b>Total</b>			\$ 234,666	\$ -	\$ -	\$ 234,666	\$ 26,074	\$ 260,740	\$ -	\$ 260,740	11,312		235	71,800

Certification of required minimum local match availability.  
 Required local match will be expended simultaneously  
 with Block Grant Funding.

Authorized Signature, Title  
 Community Service Provider

Signature, County Finance Officer \_\_\_\_\_ Date \_\_\_\_\_

Signature, Chairman, Board of Commissioners \_\_\_\_\_ Date \_\_\_\_\_

**Home and Community Care Block Grant for Older Adults  
Outreach Methodology**

July 2024 through June 2025

**Outreach Methodology to Address the Service Needs of Target Population**

Community Service Provider: Cabarrus County

County: CABARRUS

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Cabarrus County Transportations goal is to coordinate with the Adult and Aging department to provide meal site and medical transportation to the senior population within Cabarrus County. This joint effort is based on need through both referall and inquiries. Cabarrus County Transportation will also participate in several outreach programs to inform the senior population on the transportation services available to them. In addition, Cabarrus County Transportation drivers are trained in passanger sensitivity, CPR, Blood Borne Pathogens, First Aid and defensive driving. Our drivers are also trained on signs of elderly abuse and the process in which to report it.

July 2024 through June 2025

**Home and Community Care Block Grant for Older Adults  
Community Service Provider  
Standard Assurances**

Cabarrus County agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

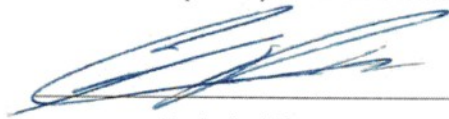
1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards at <https://www.ncdhhs.gov/divisions/daas/monitoring>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).



11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. § 143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
  - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at <https://archives.ncdcr.gov/government/local>

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.



(Authorized Signature)

5/31/2024

(Date)

# Internal Consistency Checks

## Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

[illegible]

**732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered**

Total Assignable Salary and Cumulative Salary total for Se

\$0

1





AGENCY NAME: Cabarrus County Planning & Development  
State Fiscal Year: SFY 2024-2025

Fiscal Period: July 2024 through June 2025

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North Carolina Division of Aging and Adult Services  
Service Cost Computation Worksheet

DAAS-732A

Provider: Cabarrus County Planning & Development  
County: CABARRUS  
Budget Period: July 2024 through June 2025

		Grand Total		Housing & Home Improvement		0		0		0		0		0		0	
		\$	60,952	\$	140	#N/A	\$	#N/A	\$	#N/A	\$	#N/A	\$	#N/A	\$	#N/A	
I. Projected Revenues	A. Fed/State Funding From the Div. of Aging & Adult Svcs.																
	Required Minimum Match - Cash																
	1)	\$	5651														
	2)	\$	6,773														
	3)	\$	-														
	Total Required Minimum Match - Cash	\$	6,773														
	Required Minimum Match - In-Kind																
	1)	\$	-														
	2)	\$	-														
	3)	\$	-														
B. Total Required Minimum Match - In-Kind	Total Required Minimum Match (cash + in-kind)	\$	-														
	C. Subtotal, Fed/State/Required Match Revenues	\$	6,773														
	D. NSIP Cash Subsidy/Commodity Valuation	\$	67,724														
	E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$	-														
	Local Cash, Non-Match	\$	-														
	1)	\$	-														
	2)	\$	-														
	3)	\$	-														
	4)	\$	-														
	F. Subtotal, Local Cash, Non-Match	\$	-														
Other Revenues, Non-Match	1) Consumer Contributions	\$	150														
	2)	\$	-														
	3)	\$	-														
	G. Subtotal, Other Revenues, Non-Match	\$	150														
	Local In-Kind Resources (Includes Volunteer Resources)	\$	-														
	1)	\$	-														
	2)	\$	-														
	3)	\$	-														
	H. Subtotal, Local In-kind Resources, Non-Match	\$	-														
	I. Client Cost Sharing	Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)	\$	67,875													

Division of Aging and Adult Services  
Service Cost Computation Worksheet

	Grand Total	Admin. Cost	SERVICE			SERVICE			SERVICE			SERVICE			SERVICE				
			Housing & Home Improvement 140	0	#N/A	0	#N/A	0	#N/A	0	#N/A	0	#N/A	0	#N/A				
III. Line Item Expenses																			
Staff Salary From Labor Distribution Schedule																			
1) Full-time Staff (do not include Title V workers)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
2) Part-time staff (do not include Title V workers)	\$	11,898	\$	-	\$	11,898	\$	-	\$	11,898	\$	-	\$	11,898	\$	-	\$	11,898	\$
A. Subtotal, Staff Salary	\$	11,898	\$	-	\$	11,898	\$	-	\$	11,898	\$	-	\$	11,898	\$	-	\$	11,898	\$
Fringe Benefits																			
1) FICA @ 7.65 %	\$	910	\$	-	\$	910	\$	-	\$	910	\$	-	\$	910	\$	-	\$	910	\$
2) Health Insurance	\$	1,144	\$	-	\$	1,144	\$	-	\$	1,144	\$	-	\$	1,144	\$	-	\$	1,144	\$
3) Retirement	\$	679	\$	-	\$	679	\$	-	\$	679	\$	-	\$	679	\$	-	\$	679	\$
4) Unemployment Insurance	\$	100	\$	-	\$	100	\$	-	\$	100	\$	-	\$	100	\$	-	\$	100	\$
5) Worker's Compensation	\$	214	\$	-	\$	214	\$	-	\$	214	\$	-	\$	214	\$	-	\$	214	\$
6) Other	\$	401	\$	-	\$	401	\$	-	\$	401	\$	-	\$	401	\$	-	\$	401	\$
B. Subtotal, Fringe Benefits	\$	3,448	\$	-	\$	3,448	\$	-	\$	3,448	\$	-	\$	3,448	\$	-	\$	3,448	\$
Local In-Kind Resources Non-Match																			
1)	\$	-																	
2)	\$	-																	
3)	\$	-																	
C. Subtotal, Local In-Kind Resources Non-Match	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$
D. OAA Title V Worker Wages, Fringe Benefits and Costs	\$	-																	

[illegible]



<b>Home and Community Care Block Grant for Older Adults</b>														
Cabarrus County Planning & Development 65 Church St., S. Ste. 280 Concord, NC 28025					DAAS-732 County: CABARRUS Budget Period: July 2024 through June 2025 Revision #:									
<b>County Funding Plan</b> <b>Provider Services Summary</b>														
Services	Serv. Delivery (Check One)		Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate*	Projected HCCBG Clients	Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
Housing & Home Improvement	0		\$ -	\$ -	\$ 60,952	\$ 60,952	\$ 6,772	\$ 67,724	\$ -	\$ 67,724	-	\$ -	50	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
	0		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	-	-
<b>Total</b>			\$ -	\$ -	\$ 60,952	\$ 60,952	\$ 6,772	\$ 67,724	\$ -	\$ 67,724	-	\$ -	50	-

**\* Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

ADC	\$33.07	ADHC	\$ 40.00
Daily Care	\$33.07	Administrative	\$ 40.00
Proj. Reimbursement Rate	\$33.07	Administrative %	0.00%

Certification of required minimum local match availability.  
 Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Signature, Chairman, Board of Commissioners \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature, Title \_\_\_\_\_ Date \_\_\_\_\_  
 Community Service Provider

**Home and Community Care Block Grant for Older Adults  
Outreach Methodology**

July 2024 through June 2025

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Cabarrus County Planning & Development

County: CABARRUS

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Planning and Development Department's goal is to coordinate and provide Housing and Home Improvement services in conjunction with the Department of Social Services which is funded by the Home and Community Care Block Grant. Coordination of this function will produce a service product that is both accountable and accessible to the full scope of clients for which the HCCBG funds were designated. We intend to meet the needs of that specialized population. The Planning and Development Department will coordinate with the Department of Human Services and other service providers to ensure that the population is served. All eligible clients will be provided access to service. The Planning and Development Department will follow all program guidelines for service provision and client treatment. Homes will be modified or repaired for eligible clients. Improvements include, but are not limited to, handicap accessibility improvements, door widenings, minor repairs of roofs, plumbing, and HVAC, as well as other safety improvements. Any improvements will be made in compliance with all program regulations. The Planning and Development Department will take referrals from the Department of Social Services and other service providers of the target population. Outreach is achieved through other service programs, word of mouth, Channel 22, the County website, nutrition sites, and other special programs designed to address the target population.



July 2024 through June 2025

**Home and Community Care Block Grant for Older Adults  
Community Service Provider  
Standard Assurances**

Cabarrus County Planning & Development agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at <http://www.ncdhhs.gov/aging/monitor/mpolicy.htm>.

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.



10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
  - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at <http://www.ncdhhs.gov/control/retention/retention.htm>.
- Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.



(Authorized Signature)



(Date)

**Standard Assurance To Comply with Older Americans Act  
Requirements Regarding Clients Rights  
For  
Agencies Providing In-Home Services through the  
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Cabarrus County Planning & Development

Name of Agency Administrator: Susie Moore, Planning Director

Signature: Susie Moore

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

## CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.

# Internal Consistency Checks

## Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

Housing & Home Improvement

Match Totals Do Not Match Difference Is-->		Difference
0	OK	(1)
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-
0	OK	-

## 732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered

Total Assignable Salary and Cumulative Salary total for Se

0 \$



State Fiscal Year:

SFY 2024-2025

Provider Name:

Active Living and Parks

Address Line 1:

331 Corban Ave SE

Address Line 2:

Concord, NC 28025

County:

Cabarrus

Area Agency on Aging:

Centralina Council of Governments

Please Select Services to Be Delivered

	170	Federal/State	Local Match
Senior Center Operation		\$ 100,973	\$ 11,220
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-
REQUIRES INPUT TO POPULATE WORKBOOK-->		\$	-

--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form

Comparison of Fed/State Funding and Rates vs. Prior Year

Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Senior Center Operation	\$ 100,973		\$ 100,973	0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-
				0.0000	-	-

AGENCY NAME: Active Living and Parks  
State Fiscal Year: SFY 2024-2025

Fiscal Period: July 2024 through June 2025

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North Carolina Division of Aging and Adult Services  
Service Cost Computation Worksheet

DAAS-732A

Provider: Active Living and Parks  
County: Cabarrus  
Budget Period: July 2024 through June 2025

	Grand Total		Service		Service		Service		Service		Service		Service		Service		Service	
<b>I. Projected Revenues</b>																		
A. Fed/State Funding From the Div. of Aging & Adult Svcs.																		
Required Minimum Match - Cash	\$	100,973	\$															
1) Local Match	\$	11,220																
2)	\$	-																
3)	\$	-																
Total Required Minimum Match - Cash	\$	11,220	\$	-														
Required Minimum Match - In-Kind	\$	-																
1)	\$	-																
2)	\$	-																
3)	\$	-																
Total Required Minimum Match - In-Kind	\$	-	\$	-														
B. Total Required Minimum Match (cash + in-kind)	\$	11,220	\$	-														
C. Subtotal, Fed/State/Required Match Revenues	\$	112,193	\$	-														
D. NSIP Cash Subsidy/Commodity Valuation	\$	112,192	\$	-														
E. OAA Title V Worker Wages, Fringe Benefits and Costs	\$	-	\$	-														
Local Cash, Non-Match	\$	-																
1)	\$	-																
2)	\$	-																
3)	\$	-																
4)	\$	-																
F. Subtotal, Local Cash, Non-Match	\$	-	\$	-														
Other Revenues, Non-Match	\$	-																
1)	\$	-																
2)	\$	-																
3)	\$	-																
G. Subtotal, Other Revenues, Non-Match	\$	-	\$	-														
Local In-Kind Resources (Includes Volunteer Resources)	\$	-																
1)	\$	-																
2)	\$	-																
3)	\$	-																
H. Subtotal, Local In-Kind Resources, Non-Match	\$	-	\$	-														
I. Client Cost Sharing	\$	100	\$	-														
J. Total Projected Revenues (Sum I,C,D,E,F,G,H, & I)	\$	112,293	\$	-														

Division of Aging and Adult Services  
Service Cost Computation Worksheet

	Grand Total		Admin. Cost		Service		Service		Service		Service		Service		Service		Service	
<b>II. Line Item Expenses</b>																		
Staff Salary From Labor Distribution Schedule																		
1) Full-time Staff (do not include Title V workers)	\$	-	\$	-														
2) Part-time staff (do not include Title V workers)	\$	15,099	\$	-														
A. Subtotal, Staff Salary	\$	15,099	\$	-														
Fringe Benefits																		
1) FICA @ 7.65 %	\$	1,155	\$	-														
2) Health Insurance	\$	-																
3) Retirement	\$	-																
4) Unemployment Insurance	\$	-																
5) Worker's Compensation	\$	-																
6) Other	\$	-																
B. Subtotal, Fringe Benefits	\$	1,155	\$	-														
Local In-Kind Resources, Non-Match																		
1)	\$	-																
2)	\$	-																
3)	\$	-																
C. Subtotal, Local In-Kind Resources, Non-Match	\$	-	\$	-														
D. OAA Title V Worker Wages, Fringe Benefits and Costs																		
Travel																		
1) Per Diem	\$	-																
2) Mileage Reimbursement	\$	-																
3) Other Travel Cost	\$	-																
E. Subtotal, Travel	\$	-	\$	-														
General Operating Expenses																		







**Home and Community Care Block Grant for Older Adults  
Outreach Methodology**

July 2024 through June 2025

**Outreach Methodology to Address the Service Needs of Target Population**

Community Service Provider:

Active Living and Parks

County:

Cabarrus

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Approximately 5000 copies of the printed news magazine are distributed three times per year and is also available on the Cabarrus County Website.

Referrals are provided to the Human Services Department and received from various local providers

Brochures are distributed throughout the community that promote programs provided by our agency

Programs are promoted through local churches and through speaking presentations to older adults and local civic groups

Programs are provided to a variety of satellite locations (churches, recreation centers, YMCAs, etc.)

throughout the county, including rural and low-income areas.



July 2024 through June 2025

**Home and Community Care Block Grant for Older Adults  
Community Service Provider  
Standard Assurances**

Active Living and Parks agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

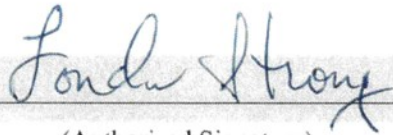
1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards at <https://www.ncdhhs.gov/divisions/daas/monitoring>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

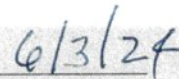


9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).
11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
  - a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
  - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at <https://archives.ncdcr.gov/government/local>

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.



(Authorized Signature)



(Date)

# Internal Consistency Checks

## Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

Senior Center Operation

Match Totals Do Not Match Difference Is-->	Difference (1)
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-
0 OK	-

## 732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered

Total Assignable Salary and Cumulative Salary total for S

0 \$





AGENCY NAME: Cabarrus Meals on Wheels  
State Fiscal Year: SFY 2024-2025

AGENCY NAME: Cabarrus Meals on Wheels  
State Fiscal Year: SFY 2024-2025

AGENCY NAME:  
State Fiscal Year:

Cabarrus Meals on Wheels  
SFY 2024-2025

needs

Fiscal Peri

od: July 2024

through June 2025

2

[illegible]

North Carolina Division of Aging and Adult Services  
Service Cost Computation Worksheet

DAAS-732A

Provider: Cabarrus Meals on Wheels  
County: Cabarrus  
Budget Period: July 2024 through June 2025

	Grand Total	Service		Service		Service		Service		Service		Service		Service	
		Home Delivered Meals	Home Delivered Meals NSIP	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals
<b>I. Projected Revenues</b>															
A. Fed/State Funding from the Div. of Aging & Adult Svc.															
Required Minimum Match - Cash															
1) Funded/Match Grants	\$ 132,032	\$		\$		\$		\$		\$		\$		\$	
2)	\$ 14,670	\$		\$		\$		\$		\$		\$		\$	
3)	\$ -	\$		\$		\$		\$		\$		\$		\$	
Total Required Minimum Match - Cash	\$ 14,670	\$		\$		\$		\$		\$		\$		\$	
Required Minimum Match - In-Kind															
1)	\$ -	\$		\$		\$		\$		\$		\$		\$	
2)	\$ -	\$		\$		\$		\$		\$		\$		\$	
3)	\$ -	\$		\$		\$		\$		\$		\$		\$	
Total Required Minimum Match - In-Kind	\$ -	\$		\$		\$		\$		\$		\$		\$	
B. Total Required Minimum Match (cash + in-kind)	\$ 14,670	\$		\$		\$		\$		\$		\$		\$	
C. Subtotal, Fed/State/Required Match Revenues	\$ 146,702	\$		\$		\$		\$		\$		\$		\$	
D. NSIP Cash Subsidy/Commodity Valuation	\$ 80,000	\$		\$		\$		\$		\$		\$		\$	
E. OAA Title V Worker Wages, Fringe Benefits and Costs															
Local Cash, Non-Match															
1)	\$ -	\$		\$		\$		\$		\$		\$		\$	
2)	\$ -	\$		\$		\$		\$		\$		\$		\$	
3)	\$ -	\$		\$		\$		\$		\$		\$		\$	
4)	\$ -	\$		\$		\$		\$		\$		\$		\$	
F. Subtotal, Local Cash, Non-Match	\$ -	\$		\$		\$		\$		\$		\$		\$	
Other Revenues, Non-Match															
1) grants	\$ 450,000	\$		\$		\$		\$		\$		\$		\$	
2) private pay	\$ 100,000	\$		\$		\$		\$		\$		\$		\$	
3) other operating	\$ 320,000	\$		\$		\$		\$		\$		\$		\$	
G. Subtotal, Other Revenues, Non-Match	\$ 870,000	\$		\$		\$		\$		\$		\$		\$	
Local In-Kind Resources (Includes Volunteer Resources)															
1)	\$ -	\$		\$		\$		\$		\$		\$		\$	
2)	\$ -	\$		\$		\$		\$		\$		\$		\$	
3)	\$ -	\$		\$		\$		\$		\$		\$		\$	
H. Subtotal, Local In-Kind Resources, Non-Match	\$ -	\$		\$		\$		\$		\$		\$		\$	
I. Client Cost Sharing	\$ 2,500	\$		\$		\$		\$		\$		\$		\$	
J. Total Projected Revenues (Sum LC,D,E,F,G,H,I & J)	\$ 1,099,202	\$		\$		\$		\$		\$		\$		\$	

Division of Aging and Adult Services  
Service Cost Computation Worksheet

	Grand Total	Admin. Cost	Service		Service		Service		Service		Service		Service		Service	
			Home Delivered Meals	Home Delivered Meals NSIP	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals	Home Delivered Meals
<b>II. Line Item Expenses</b>																
Staff Salary From Labor Distribution Schedule																
1) Full-time Staff (do not include Title V workers)	\$ 209,600	\$	\$		\$		\$		\$		\$		\$		\$	
2) Part-time staff (do not include Title V workers)	\$ 47,500	\$	\$		\$		\$		\$		\$		\$		\$	
A. Subtotal, Staff Salary	\$ 257,100	\$ 47,500	\$		\$		\$		\$		\$		\$		\$	
Fringe Benefits																
1) FICA @ 7.65 %	\$ 19,668	\$ 3,634	\$		\$		\$		\$		\$		\$		\$	
2) Health Insurance	\$ -	\$ -	\$		\$		\$		\$		\$		\$		\$	
3) Retirement	\$ 8,000	\$ -	\$		\$		\$		\$		\$		\$		\$	
4) Unemployment Insurance	\$ 10,000	\$ -	\$		\$		\$		\$		\$		\$		\$	
5) Worker's Compensation	\$ -	\$ -	\$		\$		\$		\$		\$		\$		\$	
6) Other	\$ -	\$ -	\$		\$		\$		\$		\$		\$		\$	
B. Subtotal, Fringe Benefits	\$ 37,668	\$ 3,634	\$		\$		\$		\$		\$		\$		\$	
Local In-Kind Resources - Non-Match																
1)	\$ -	\$ -	\$		\$		\$		\$		\$		\$		\$	
2)	\$ -	\$ -	\$		\$		\$		\$		\$		\$		\$	
3)	\$ -	\$ -	\$		\$		\$		\$		\$		\$		\$	
C. Subtotal, Local In-Kind Resources - Non-Match	\$ -	\$ -	\$		\$		\$		\$		\$		\$		\$	
D. OAA Title V Worker Wages, Fringe Benefits and Costs																
Travel																
1) Per Diem	\$ -	\$ -	\$		\$		\$		\$		\$		\$		\$	
2) Mileage Reimbursement	\$ -	\$ -	\$		\$		\$		\$		\$		\$		\$	
3) Other Travel Cost	\$ 5,000	\$ -	\$		\$		\$		\$		\$		\$		\$	
E. Subtotal, Travel	\$ 5,000	\$ -	\$		\$		\$		\$		\$		\$		\$	
General Operating Expenses																









**Home and Community Care Block Grant for Older Adults  
Outreach Methodology**

July 2024 through June 2025

**Outreach Methodology to Address the Service Needs of Target Population**

Community Service Provider: Cabarrus Meals on Wheels

County: Cabarrus

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Cabarrus Meals on Wheels serves all who need a meal regardless of income. Meals are delivered throughout Cabarrus county each Monday - Friday by volunteers. We do outreach at various events throughout the year to reach individuals who may be in need of service. We partner with Atrium Health, doctor's offices, churches, and other agencies to receive referrals for our service. We partner with our local Veteran's Administration to serve our local Veterans in need of a nutritious meal.



July 2024 through June 2025

**Home and Community Care Block Grant for Older Adults  
Community Service Provider  
Standard Assurances**

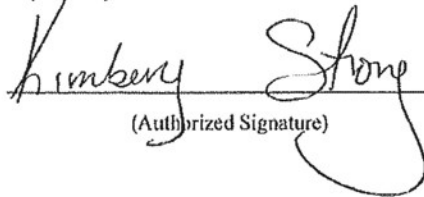
Cabarrus Meals on Wheels agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

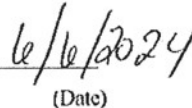
1. Services shall be provided in accordance with requirements set forth in:
  - a) The County Funding Plan;
  - b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
  - c) The Division of Aging and Adult Services Standards at <https://www.ncdhhs.gov/divisions/daas/monitoring>

Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.
2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).
3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
  - a) Eligibility determination;
  - b) Client intake/registration;
  - c) Client assessment/reassessments and quarterly visits, as appropriate;
  - d) Determining the amount of services to be received by the client; and
  - e) Reviewing consumer contributions policies with eligible clients.
4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.
5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.
6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.
7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.
8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).
9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.
10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:
- a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
  - b. The subcontractor has not been barred from doing business at the federal level.
  - c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."
  - d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.
  - e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).
12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.
13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at <https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention> by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Cultural Resources at <https://archives.ncdcr.gov/government/local>

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

  
(Authorized Signature)

  
(Date)

**Standard Assurance To Comply with Older Americans Act  
Requirements Regarding Clients Rights  
For  
Agencies Providing In-Home Services through the  
Home and Community Care Block Grant for Older Adults**

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Cabarrus Meals on Wheels

Name of Agency Administrator: Kimberly Strong

Signature: 

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

#### CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.
2. You have the right to appropriate and professional care relating to your needs.
3. You have the right to be fully informed in advance about the care to be provided by the program.
4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.
5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.
6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.
7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.
8. You have the right to expect the preservation of your privacy and respect for your property.
9. You have the right to receive a timely response to your request for service.
10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.
11. You have the right to be informed of agency policies, changes, and costs for services.
12. If you are denied service solely on your inability to pay, you have the right to be referred elsewhere.
13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.
14. You have the right to be fully informed about other services provided by this agency.



# Internal Consistency Checks

## Review of Local Match Comparison Input Sheet vs. 732A Cash and In-Kind Totals

		Difference
Home Delivered Meals	OK	-
Home Delivered Meals NSIP Reimbursement	OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-
	0 OK	-

## 732A1 Labor Distribution Schedule Comparison of Assignable Salary To Overall Salary Entered

Total Assignable Salary and Cumulative Salary total for Se 0 \$ -

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Finance - Governmental Accounting Standards Board (GASB) 87 and 96 Budget Amendments

### **BRIEF SUMMARY:**

The Governmental Accounting Standards Board (GASB) established GASB 87 and GASB 96, which requires us to recognize certain leases and technology subscriptions as debt service payments of principal and interest.

The original expenditure for these items was budgeted in the General Fund within the departments. This budget amendment will allow Finance to prepare the year end journal entry to recognize the payments as principal and interest within our Community Investment Fund where our debt payments reside.

### **REQUESTED ACTION:**

Motion to approve the corresponding budget amendments.

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

### **SUBMITTED BY:**

Jim Howden, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

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

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**ATTACHMENTS:**

- ▣ GASB 96 Budget Amendment
- ▣ GASB 87 - Budget Amendment

### Budget Revision/Amendment Request

Date: June 17, 2024

Amount: 2,667,621.00

Dept. Head: James Howden - Finance

Department: Finance

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment is to budget principal and interest payments for Subscription-Based Information Technology Arrangements (SBITA's) as a result of implementing GASB 96. The budget amendment budgets principal and interest payments in the Community Investment Fund (CIF) and appropriates fund balance. Actual expenditures (SBITS's) were paid out of the general fund and will be moved to the principal and interest accounts in CIF. This budget amendment also budget initial expenditures and other financing source to record inception of SBITA's.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
100	6	9120-690501-G96	PROCEEDS FROM SBITA - Other Financing Source	-	2,000,000.00	-	2,000,000.00
100	9	9120-9865-G96	CAPITAL OUTLAY - G96	-	2,000,000.00	-	2,000,000.00
			<i>To budget expenditure (subscription asset) and other financing source for GASB 96 implementation.</i>				
100	6	0000-6901	Fund Balance appropriated	15,944,832.00	667,621.00	-	16,612,453.00
100	9	9120-991303-G96	PRINCIPAL GASB 96	-	646,324.00	-	646,324.00
100	9	9120-993202-G96	INTEREST GASB 96	-	21,297.00	-	21,297.00
			<i>To budget principal and interest payments for GASB 96 implementation</i>				

**Budget Officer**

☐ Approved  
☐ Denied

**County Manager**

☐ Approved  
☐ Denied

**Board of Commissioners**

☐ Approved  
☐ Denied

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

### Budget Revision/Amendment Request

Date: June 17, 2024

Amount: 1,835,230.00

Dept. Head: James Howden - Finance

Department: Finance

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment is to budget principal and interest payments for lease payments made in FY 2024 as a result of implementing GASB 87. The budget amendment budgets principal and interest payments in the Community Investment Fund (CIF) and appropriates fund balance. Actual expenditures (lease payments) were paid out of the general fund and will be moved to the principal and interest accounts in CIF. The overall effect on fund balance is zero.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
100	9	9120-9800-G87	CAPITAL OUTLAY - LEASAE - G87	-	595,000.00	-	
100	6	9120-6905-G87	PROCEEDS FROM LEASE	-	595,000.00	-	
			<i>TO BUDGET GASB87 IMPLEMENTATION FOR SHARPE COPIERS</i>				
100	6	0000-6901	Fund Balance Appropriated	-	1,240,230.00	-	1,240,230.00
100	9	9120-991302-G87	LEASE FINANCING PRINCIPAL - G87	-	57,000.00	-	57,000.00
100	9	9120-993201-G87	LEASE INTEREST	-	7,500.00	-	7,500.00
			<i>To budget GASB 87 implementation for Sharpe copier lease principal and interest payment</i>				
100	9	9120-991302-G87	LEASE FINANCING PRINCIPAL - G87	-	905,000.00	-	905,000.00
100	9	9120-993201-G87	LEASE INTEREST	-	13,000.00	-	13,000.00
			<i>To budget GASB 87 implementation for DHS building lease principal and interest payment</i>				
100	9	9120-991302-G87	LEASE FINANCING PRINCIPAL - G87	-	115,000.00	-	115,000.00
100	9	9120-993201-G87	LEASE INTEREST	-	530.00	-	530.00
			<i>To budget GASB 87 implementation for copier lease principal and interest payment</i>				
100	9	9120-991302-G87	LEASE FINANCING PRINCIPAL - G87	-	20,000.00	-	20,000.00
100	9	9120-993201-G87	LEASE INTEREST	-	1,200.00	-	1,200.00
			<i>To budget GASB 87 implementation for The Old Creamery lease principal and interest payment</i>				
100	9	9120-991302-G87	LEASE FINANCING PRINCIPAL - G87	-	120,000.00	-	120,000.00
100	9	9120-993201-G87	LEASE INTEREST	-	1,000.00	-	1,000.00
			<i>To budget GASB 87 implementation for HPE equipment and HP switches lease principal and interest payments</i>				

**Budget Officer**

☐ Approved  
☐ Denied

**County Manager**

☐ Approved  
☐ Denied

**Board of Commissioners**

☐ Approved  
☐ Denied

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

---

### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Finance - Budget Amendment for Interest Received on Grant Project

### **BRIEF SUMMARY:**

Grant funds received for the PAVE project earned interest and that interest is required per the grant to be used for the project. This budget amendment will allow us to increase the revenue and expenditure for the grant so we may distribute the interest to the subrecipient for the program.

### **REQUESTED ACTION:**

Motion to approve corresponding budget amendment, which will allow for payment to the subrecipient.

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

### **SUBMITTED BY:**

Jim Howden, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

Yes

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

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

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### **ATTACHMENTS:**



▢ Budget Amendment

## Budget Revision/Amendment Request

Date: 6/17/2024

Amount: 49,648.44

Dept. Head: Jim Howden

Department: Other Econ Psy & Development

☒ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☐ Supplemental Request

Need to increase budget for the interest we received on the paving grant funds and increase the expenditure so that we can use the funds for grant expenditures. (Caine Group)

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	3910-6701-PAVE	Interest on Investments-PAVE	-	49,648.44	-	49,648.44
001	9	3910-971061-PAVE	The Caine Group	5,000,000.00	49,648.44	-	5,049,648.44
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

Total 5,000,000.00

### Budget Officer

☐ Approved  
☐ Denied

### County Manager

☐ Approved  
☐ Denied

### Board of Commissioners

☐ Approved  
☐ Denied

Signature

Signature

Signature

Date

Date

Date

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Finance - Year End Budget Amendments - Multi-Year and Annual Funds

### **BRIEF SUMMARY:**

At the end of each fiscal year the Finance Department evaluates both our annual and multi-year funds based on current revenue and expenditure trends to ensure that expenditures do not exceed the budget for the fiscal year.

Based on the Finance Department's analysis for each of our funds the following funds and accounts needed budget amendments:

Fund 460 - Small Projects Fund

Fund 461 - Sheriff's Department Fund

Fund 571 - Fines and Forfeitures Fund

Fund 610 - Self Insured Medical Fund

Fund 001 - General Fund (Sales Tax and Ambulance Billing Revenue and Expenditure/Turnover)

### **REQUESTED ACTION:**

Motion to approve the budget amendments and project ordinances.

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

### **SUBMITTED BY:**

Jim Howden, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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

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**ATTACHMENTS:**

- ▣ Fund 460- BA
- ▣ Fund 460 - Project Ordinance
- ▣ Fund 461 - BA
- ▣ Fund 461 - Project Ordinance
- ▣ Fund 571 - BA
- ▣ Fund 610 - BA
- ▣ Fund 001 - Sales Tax BA
- ▣ Fund 001 - Ambulance BA

### Budget Revision/Amendment Request

Date: June 17, 2024

Amount: 728,863

Dept. Head: James Howden

Department: FUND 460- SPECIAL PROJECTS MULTI YEAR FUND

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

**This budget amendment is to adjust revenues and expenditures based on year end analysis for the Special Projects Fund.**

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	0000-6023	DEFERRED TAX COLLECTIONS	3,847,273	404,144	-	4,251,417
460	6	0000-602301	DEFERRED TAX COLLECTIONS PRIOR YEARS	81,468	8,292	-	89,760
460	6	0000-6024	DEFERRED TAX INTEREST	673,714	43,052	-	716,766
460	6	0000-661401	LEASE OF LAND REVENUES	15,000	12,037	-	27,037
460	6	0000-6701	INTEREST ON INVESTMENTS	160,709	89,325	-	250,034
460	9	0000-9830	OTHER IMPROVEMENTS	1,981,965	556,850	-	2,538,815
			<b>INCREASE REVENUE AND EXPENDITURES FOR DEFERRED TAX AND OTHER IMPROVEMENTS</b>				
460	6	3250-6841-DE	DUKE POWER REBATE	76,582	15,662	-	92,244
460	9	3250-9315-DE	HEALTH AND SAFETY	106,189	7,831	-	114,020
460	9	3250-9493-DE	OPERATIONS	15,721	7,831	-	23,552
			<b>INCREASE REVENUES AND EXPENDITURES FOR DUKE REBATE</b>				
460	6	1610-6501-0258	REGISTER OF DEEDS FEES	2,291,355	134,160	-	2,425,515
460	6	1610-6701	INTEEST ON INVESTMENTS	76,471	20,823	-	97,294
460	9	1610-9407	AUTOMATION AND ENHANCEMENT	2,445,331	154,983	-	2,600,314
			<b>INCREASE REVENUES AND EXPENDITURES FOR REGISTER OF DEEDS AUTOMATION AND ENHANCEMENT</b>				
460	6	3270-6606-DRILL	PROGRAM FEES	19,341	1,368	-	20,709
460	9	3270-9419-DRILL	REPAIRS AND MAINTENANCE	19,341	1,368	-	20,709
			<b>INCREASE REVENUES AND EXPENDITURES FOR</b>				
			<b>SOIL AND WATER PROJECTS</b>				

**Budget Officer**

**County Manager**

**Board of Commissioners**

☐ Approved

☐ Denied

☐ Approved

☐ Denied

☐ Approved

☐ Denied

\_\_\_\_\_  
Signature

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Date

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Date

# CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE

**BE IT ORDAINED**, by the Board of County Commissioners of the County of Cabarrus, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

Board of Elections Department	
Interest on Investments	\$ 34,130
Contribution from General Fund	61,484
Contribution from Capital Reserve	150,000
	<hr/>
	\$ 245,614
Register of Deeds Department:	
Register of Deeds Fees	\$2,425,515
Interest on Investments	97,294
Contribution from General Fund	77,505
	<hr/>
	\$2,600,314
Community Development	
Contribution from General Fund	\$54,901
Duke Power Rebate	92,244
	<hr/>
	\$147,145
Soil and Water Department:	
Deferred Tax Collections	\$190,102
Interest on Investments	1,693
Contributions and Private Donations	2,898
Contribution from General fund	86,146
EEP Contract	3,225
ADFP Grant	54,000
Drill Program Fees	20,709
Easement	275,396
Suther Farm Project	780,000
StRAP	258,798
Hill Farm Project	99,000
Stewardship Fund	56,971
	<hr/>
	\$1,828,938
Educational Farming	
	527,000
Local Agricultural Preservation Projects:	
Contribution from General Fund	\$13,801
Deferred Farm Tax Collections	4,341,177
Deferred Farm Tax Interest	716,766
Lease	27,037
Interest on Investments	250,034
	<hr/>
	\$5,348,815
<b>TOTAL REVENUES</b>	<b>\$10,697,826</b>



D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 245,614
Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$ 2,600,314
Community Development	
Duke Rebate Projects	\$147,145
Soil and Water Department:	
Other Improvement Projects	\$280,839
EEP Contract	3,225
ADFP Conservation Easement	54,000
Drill Repair & Maintenance	20,709
Suther Farm Project	780,000
StRAP	258,798
Hill Farm Project	99,000
Easement	275,396
Stewardship	56,971
	<hr/>
	\$1,828,938
Educational Farming	
Educational Farming (Lomax)	\$ 527,000
Local Agricultural Preservation Projects:	
Other Improvement Projects	\$5,348,815
<b>TOTAL EXPENDITURES</b>	<b>\$10,697,826</b>
 <b>GRAND TOTAL – REVENUES</b>	 <b>\$10,697,826</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$10,697,826</b>

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
1. The County Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
  2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
  3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.

5. The County Manager may enter into and execute change orders or amendments to County construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
6. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
7. The County Manager may execute contracts with outside agencies to properly document budgeted appropriation to such agencies where G.S. 153 A-248(b), 259. 449 and any similar statutes require such contracts.
8. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129 (a).

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project Ordinance associated with the project is closed.

Adopted this 17<sup>TH</sup> day of June 2024.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

### Budget Revision/Amendment Request

Date: June 17, 2024

Amount: 123,933.00

Dept. Head: JAMES HOWDEN ( PREPARED BY SUZANNE BURGESS)

Department: FUND 461 - SHERIFF SPECIAL REVENUE FUND

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This budget amendment is to adjust revenues and expenditures for the Sheriff Project Fund based on Finance analysis.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
461	6	2111-6701	INTEREST ON INVESTMENTS	8,401.00	1,547.00	-	9,948.00
461	9	2111-9836	FORFEITURE SHARING EXPENSES	209,707.00	1,547.00	-	211,254.00
461	6	2111-9701-TREAS	INTEREST ON INVESTMENTS	14,268.00	1,756.00	-	16,024.00
461	9	2111-9836-TREAS	FORFEITURE SHARING EXPENSES - TREAS	221,186.00	1,756.00	-	222,942.00
461	6	2112-6306	NC SUBSTANCE CONTROL	558,757.00	113,818.00	-	672,575.00
461	6	2112-6701	INTEREST ON INVESTMENTS	61,072.00	5,128.00	-	66,200.00
461	9	2112-9838	NC CONTROL EXPENDITURES	790,032.00	118,946.00	-	908,978.00
461	6	2114-6694	FIRING RANGE	35,941.00	1,382.00	-	37,323.00
461	6	2114-6701	INTEREST ON INVESTMENTS	879.00	302.00	-	1,181.00
461	9	2114-9572	MAINTENANCE AND REPAIRS	36,820.00	1,684.00	-	38,504.00

#### Budget Officer

☐ Approved  
☐ Denied

#### County Manager

☐ Approved  
☐ Denied

#### Board of Commissioners

☐ Approved  
☐ Denied

Signature

Signature

Signature

Date

Date

Date

## CABARRUS COUNTY SHERIFF'S DEPARTMENT SPECIAL REVENUE PROJECT ORDINANCE

BE IT ORDAINED, by the Board of County Commissioners of the County of Cabarrus, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following special revenue project ordinance is hereby adopted:

Section 1. The special revenue project authorized is for the purpose of collecting and appropriating federal and state funds received specifically for the Cabarrus County Sheriff's Department.

Section 2. The officers of this unit are hereby directed to proceed with this project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

Federal Forfeiture Funds:	
Federal Forfeiture Sharing Justice Funds	\$211,254
Federal Forfeiture Sharing Treasury Funds	222,942
Contribution to General Fund-Fed Forf	107,687
NC Substance Control:	
NC Substance Control Expenses	908,978
Firing Range:	
Firing Range Maintenance/Repair	38,504
<b>TOTAL EXPENDITURES</b>	<b>\$1,489,365</b>

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

Federal Forfeiture Funds:	
Federal Forfeiture Sharing Justice Funds	\$123,678
Federal Forfeiture Sharing Treasury Funds	277,298
Contribution from General Fund-Fed Forf	114,935
Interest on Investments–Federal Forfeiture	25,972
NC Substance Control:	
NC Substance Control Funds	672,575
Interest on Investments-NC Substance Control	66,200
Contribution from General Fund	170,203
Firing Range:	
Firing Range Funds	37,323
Interest on Investments	1,181
<b>TOTAL REVENUES</b>	<b>\$1,489,365</b>

Section 5. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient detailed accounting records.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this special revenue project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

Section 9. At the completion of the project, all unrestricted excess funds are transferred to the General Fund and the Special Revenue Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. Upon notification of funding increases or decreases to existing grants or revenues or the award of grants or revenues, the Manager or Finance Officer may adjust budgets to match, including grants that require a County match for which funds are available.
- e. The Manager may enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 17<sup>th</sup> day of June 2024.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

### Budget Revision/Amendment Request

Date: June 17, 2024

Amount: 285,000.00

Dept. Head: James Howden, Finance

Department: FUND 571

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Cabarrus County collects fines, penalties and forfeitures that belong to public schools. The funds are recorded in a special revenue fund. The amount collected is turned over monthly to Cabarrus County Schools and Kannapolis City Schools, based on a per capita percentage of average daily membership (ADM) for each school, and less payments made for bond forfeiture legal fees.

This budget amendment is to increase revenues and expenditures in this fund to ensure collections and expenditures are within budget for fiscal year end.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
571	6	7110-6606	PROGRAM FEES	2,170,000.00	285,000.00	-	2,455,000.00
571	9	7110-9609	LEGAL FEES	120,000.00	10,000.00	-	130,000.00
571	9	7110-9701	CABARRUS COUNTY SCHOOLS	1,800,000.00	250,000.00	-	2,050,000.00
571	9	7110-9702	KANNAPOLIS CITY SCHOOLS	250,000.00	25,000.00	-	275,000.00

#### Budget Officer

☐ Approved  
☐ Denied

#### County Manager

☐ Approved  
☐ Denied

#### Board of Commissioners

☐ Approved  
☐ Denied

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Date: June 17, 2024

Amount: 437,000.00

Dept. Head: James Howden - Finance

Department: Fund 610 - Health Insurance - ISF

Internal Transfer Within Department

Transfer Between Departments/Funds

X Supplemental Request

This budget amendment is to increase the budget for health insurance claims contributions, dental claims and admin costs in the Health Insurance and Dental Internal Service Fund. The total budget for claims is being increased based on estimated higher than average claims for the last two months of the fiscal year. This budget amendment appropriates fund balance and transfers funds from the general fund.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
610	6	1917-6901	FUND BALANCE APPROPRIATED	86,203.75	360,000.00	-	446,203.75
610	9	1917-9645	HEALTH INSURANCE CLAIMS	14,319,196.00	350,000.00	-	14,669,196.00
610	9	1917-948502	HRA - FLEXIBLE BENEFIT ACCOUNT	15,000.00	10,000.00	-	25,000.00
610	9	1918-9485	ADMINISTRATIVE FEES	71,000.00	3,500.00	-	74,500.00
610	9	1918-9645	DENTAL CLAIMS	639,000.00	35,000.00	-	674,000.00
610	6	1918-6902	CONTRIBUTION FROM GENERAL FUND	230,000.00	38,500.00	-	268,500.00
001	9	1960-9734	TRASNFER TO INTERNAL SERVICE FUND	230,000.00	38,500.00	-	268,500.00
001	6	1960-6901	FUND BALANCE	36,359,791.00	38,500.00	-	36,398,291.00

Total 0.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

Budget Revision/Amendment Request

Date: June 17, 2024

Amount: 350,000.00

Dept. Head: JIM HOWDEN

Department: FINANCE

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

This budget amendment is to increase sales tax revenue and expenditures for turnover to the Fire Districts. This is based on an estimate and average sales tax collected and turned over as of March 2024.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2720-6126	SALES TAX - FIRE DISTRICTS	1,661,330.00	350,000.00	-	2,011,330.00
001	9	2720-9756	FIRE DISTRICTS	1,661,330.00	350,000.00	-	2,011,330.00

Budget Officer

☐ Approved  
☐ Denied

County Manager

☐ Approved  
☐ Denied

Board of Commissioners

☐ Approved  
☐ Denied

Signature

Signature

Signature

Date

Date

Date

### Budget Revision/Amendment Request

Date: June 17, 2024

Amount: 100,000.00

Dept. Head: James Howden, Finance

Department: Emergency Management Service

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Emergency Management Services (EMS) uses EMS Management and Consultants (EMSMC) an ambulance billing services company for medical billing and collection services. EMS pays EMSMC on a monthly basis 7.0% of net collections and \$11.50 per claim for NC Medicaid Managed Care claims. Average net collections for this fiscal year are higher than expected. This budget amendment increases revenues for the increase in collections and expenditures for the fees associated with billing and collections of claims and to cover insurance premiums for new vehicles.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2730-6613-IFAC	AMBULANCE FEES -INTER-FACILITY	500,000.00	100,000.00	-	600,000.00
001	9	2730-9445	PURCHASED SERVICES	708,440.00	90,000.00	-	798,440.00
001	9	2730-9644	INSURANCE	90,000.00	10,000.00	-	100,000.00

#### Budget Officer

☐ Approved

☐ Denied

#### County Manager

☐ Approved

☐ Denied

#### Board of Commissioners

☐ Approved

☐ Denied

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Juvenile Crime Prevention Council - Approval of JCPC FY2024-25 Certification

### **BRIEF SUMMARY:**

The Juvenile Crime Prevention's Council's (JCPC) FY 2024-25 County Funding Plan remains pending at this time due to a program's appeal following funding recommendations made during JCPC's April 17 meeting. The Funding Plan itself cannot be presented for BOC approval until the appeal is fully resolved. However, it is requested that the JCPC Certification be considered for approval because the \$15,500 recommended for JCPC Administration remains unchanged from last fiscal year.

### **REQUESTED ACTION:**

Motion to approve the JCPC Certification as presented with the understanding that the FY 24-25 County Funding Plan will be presented for approval when the appeal is fully resolved.

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

### **SUBMITTED BY:**

Dr. Aalece Pugh, Assistant County Manager/Department of Human Services Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

## **ATTACHMENTS:**

- ▣ JCPC Certification Standards
- ▣ Certification Attachment

## **JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS**

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2024-2025

### **Membership**

- |   |            |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners?                              | <u>Yes</u> |
| B. Are members appointed for two-year terms and are those terms staggered?  | <u>Yes</u> |
| C. Is membership reflective of social-economic and racial diversity of the community?   | <u>Yes</u> |
| D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | <u>Yes</u> |

If not, which positions are vacant and why?

There are no vacant positions at this time.

### **Organization**

- |   |                |
|---|----------------|
| A. Does the JCPC have written Bylaws?   | <u>Yes</u>     |
| B. Bylaws are   | <u>On file</u> |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | <u>Yes</u>     |
| D. Does the JCPC have written policies and procedures for funding and review? | <u>Yes</u>     |
| E. These policies and procedures  | <u>On file</u> |
| F. Does the JCPC have officers and are they elected annually?                 | <u>Yes</u>     |

### **Meetings**

- |  |            |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided.  | <u>Yes</u> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | <u>Yes</u> |
| C. Does the JCPC meet six (6) times a year at a minimum?   | <u>Yes</u> |
| D. Are minutes taken at all official meetings?   | <u>Yes</u> |
| E. Are minutes distributed prior to or during subsequent meetings?   | <u>Yes</u> |

### **Planning**

- |  |            |
|--|------------|
| A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | <u>Yes</u> |
| B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS?  | <u>Yes</u> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?   | <u>Yes</u> |

### **Public Awareness**

- |  |            |
|--|------------|
| A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members?<br><input checked="" type="checkbox"/> RFP, Distribution List, and Advertisement attached | <u>Yes</u> |
| B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members?   | <u>Yes</u> |

### **No Overdue Tax Debt**

- |  |            |
|--|------------|
| A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243.1, at the Federal, State, or local level? | <u>Yes</u> |
|--|------------|



## **JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS**

Briefly outline the plan for correcting any areas of standards non-compliance.

The JCPC added a Parliamentarian to the slate of officers during FY 22-23.

## **JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS**

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

<b>Specified Members</b>	<b>Name</b>	<b>Title</b>	<b>Designee</b>	<b>Race</b>	<b>Gender</b>
1) School Superintendent or designee	Amy Jewell	School Superintendent	<input checked="" type="checkbox"/>	White	Female
2) Chief of Police or designee	Sergeant Matthew Greer	Sergeant - Concord Police	<input checked="" type="checkbox"/>	White	Male
3) Local Sheriff or designee	Deputy Travis Burke	Cabarrus County Sheriff's Office	<input checked="" type="checkbox"/>	White	Male
4) District Attorney or designee	Ashlie Shanley	District Attorney		White	Female
5) Chief Court Counselor or designee	Gayle Alston	Chief Court Counselor		White	Female
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Malisha Ross	Regional Director of Community Operations	<input checked="" type="checkbox"/>	Black or African-American	Female
7) Director DSS or designee	Sharon Reese	DSS	<input checked="" type="checkbox"/>	Black or African-American	Female
8) County Manager or designee	Aalece Pugh-Lilly	Assistant County Manager, Health & Human Services	<input checked="" type="checkbox"/>	Black or African-American	Female
9) Substance Abuse Professional	Terry Wise	Substance Abuse		White	Male
10) Member of Faith Community	Steven Ayers	Faith Based		White	Male
11) County Commissioner	Chris Measmer	County Commissioner		White	Male
12) A Person Under the Age of 21	Mikayla Branch	Student Under Age 21		Black or African-American	Female
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	Lakesha Steele	Parent		Black or African-American	Female
14) Juvenile Defense Attorney	Heather Mobley	Juvenile Defense Attorney		White	Female
15) Chief District Judge or designee	Judge Christy Wilhelm	Chief District Court Judge		White	Female
16) Member of Business Community	Melissa Dixon	Business Community		Black or African-American	Female
17) Local Health Director or designee	Sonja Bohannon-Thacker	Cabarrus Health Alliance	<input checked="" type="checkbox"/>	White	Female
18) Rep. United Way/other non-profit	Carolyn Carpenter	Non-Profit		White	Female
19) Representative/Parks and Rec	Jacob Wentink	Senior Park Ranger		White	Male
20) County Commissioner appointee	Ashley Fitch	At-Large		Black or African-American	Female
21) County Commissioner appointee	Connie Philbeck	At-Large		White	Female
22) County Commissioner appointee	Marta Meares	At-Large		White	Female
23) County Commissioner appointee	Megan Baumgardner	At-Large		White	Female

**JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS**

<b>Specified Members</b>	<b>Name</b>	<b>Title</b>	<b>Designee</b>	<b>Race</b>	<b>Gender</b>
24) County Commissioner appointee	Michelle Wilson	At-Large		White	Female
25) County Commissioner appointee	Officer Adrian Attaway SRO	At-Large		Black or African- American	Male
26) County Commissioner appointee	Rosemary Gause	At-Large		Black or African- American	Female

# Cabarrus County Juvenile Crime Prevention Council Request for Proposals

**\$459,927**

**30%**

**January 2, 2024**

**Anticipated Annual Allocation**

**Required Local Match Rate**

**Date Advertised**

The Juvenile Crime Prevention Council (JCPC) has studied the risk factors and needs of Juvenile Court involved youth in this county and hereby publishes this Request for Proposals. The JCPC anticipates funds from the NC Dept of Public Safety Juvenile Justice and Delinquency Prevention in the amount stated above to fund the program types specified below. Such programs will serve delinquent and at-risk youth for the state Fiscal Year 2024-2025 beginning on or after July 1, 2024. The use of these funds in this county requires a local match in the amount specified above.

**Based on identified needed programs and possible gaps in the service continuum, the following checked program types will be considered for funding:**

<input checked="" type="checkbox"/> Mentoring Services	<input checked="" type="checkbox"/> Restitution/Community Service	<input checked="" type="checkbox"/> Services addressing Problem Sexual Behavior
<input checked="" type="checkbox"/> Parent/Family Skill Building	<input checked="" type="checkbox"/> Teen Court – including Sentencing and Responsive Circles	<input checked="" type="checkbox"/> Group Home
<input checked="" type="checkbox"/> Interpersonal Skill Building	<input checked="" type="checkbox"/> Psychological Assessments	<input checked="" type="checkbox"/> Temporary Shelter Care
<input checked="" type="checkbox"/> Vocational Skills	<input checked="" type="checkbox"/> Family Counseling	<input checked="" type="checkbox"/> Runaway Shelter Care
<input checked="" type="checkbox"/> Experiential Skills	<input checked="" type="checkbox"/> Home-Based Family Counseling	<input checked="" type="checkbox"/> Specialized Foster Care
<input checked="" type="checkbox"/> Tutoring/Academic Enhancement	<input checked="" type="checkbox"/> Individual/Group/Mixed Counseling	<input checked="" type="checkbox"/> Temporary Foster Care
<input checked="" type="checkbox"/> Mediation/Conflict Resolution – including Truancy Mediation, Victim-Youth and Family Group Conferencing, Responsive Circles	<input checked="" type="checkbox"/> Substance Abuse Counseling	<input checked="" type="checkbox"/> Juvenile Structured Day

**Proposed program services should target the following risk factors for delinquency or repeat delinquency:**

\*Serious school behaviors, \*Runaway Behaviors, \*Substance Use, \*Youth association with others involved in delinquent/criminal activity, \*Youth association with gang members, \*Adverse Childhood Experiences, \*Human Trafficking, \*Reduction in Juvenile Recidivism, \*Parent Enhancement Skills \*Vocational Development, \*Reduction in possession and the use of Weapons.

**Proposed services should address the following concerns as reported in the Youth Assessment Screening Instrument (YASI) for adjudicated youth:**

Peer Domain: Juveniles who associate with other delinquent youth who are gang members or who associate with gang members.

Individual Domain: Substance abuse or use, youth with mental health needs, and youth exhibiting sexually problematic behaviors, and vocational services.

Family Domain: Parental support and/or parental enhancement skills needed for juvenile court referred youth, and family criminality.

School Domain: Youth involved with Cabarrus County Juvenile Justice system who have increased risk of school behavior issues.

**Applicants are being sought that are able to address items below:**

1. Program services compatible with research that are shown to be effective with juvenile offenders.
2. Program services are outcome-based.
3. The program has an evaluation component.
4. Program services detect gang participation and divert individuals from gang participation.
5. Awareness of and sensitivity to Racial Ethnic Disparity that exists in the County.
6. Programs are encouraged to provide effective programming that includes restorative justice practices.
7. Program/agency utilizing trauma focus/resiliency-based modalities.

**Only local public agencies, 501c3 non-profit corporations and local housing authorities will be considered for funding.**

In order to apply for FY 2024-2025 JCPC funding, you must complete and submit your application online by accessing NC ALLIES. Please read and follow all instructions at <https://cp.ncdjjdp.org/CP>. Additional self-help videos on the NC ALLIES webpage are available by clicking the HELP tab. Private non-profits are also required to submit, by uploading in NC ALLIES, the following:  
1) No Over Due Tax form; 2) DPS Conflict of Interest Statement;  
3) Agency Conflict of Interest Policy; and 4) Proof of 501(c)(3) status. (#1 & #2 are available at the above link.)

A mandatory information session will be held virtually via Webex on January 11, 2024 @ 9am- 11:30am (Webex Link: <https://ncdps.webex.com/ncdps/j.php?MTID=m782985525a429a921a04ffe383a549cc>) OR January 12, 2024 @ 1pm- 3:30pm (Webex Link: <https://ncdps.webex.com/ncdps/j.php?MTID=m60178477e335a3b047a75b0f3dd465fc>)  
You must RSVP to Joanie Bischer to reserve your session. [jbischer@cabarruscounty.us](mailto:jbischer@cabarruscounty.us)

**Joanie Bischer, Administrative Asst**  
JCPC Chairperson / or Designee

**704.785.0932**  
Telephone #

For further information or other technical assistance about applying for JCPC funds in this county, or about the program application workshop, please contact:

**Daniel Sevigny**, DPS Area Consultant at **704-754-8215**.

The deadline for receiving Applications is: **February 2, 2024.**

Email or deliver by 5 pm to:

**Megan Baumgardner**  
**Baucom Lewis & Baumgardner**  
**Attorneys at Law**  
**49 Union Street North**  
**Concord NC 28025**  
**[mebattorney@gmail.com](mailto:mebattorney@gmail.com)**

# List Serve 2

**Joanie Bischer**

**From:** Joanie Bischer  
**Sent:** Tuesday, January 2, 2024 10:23 AM  
**To:** kim@aspirenc.org; Chef Kimberly Townsend; Kasshema Samuels; Karen South Jones; Kristen McEvoy; Anissa L Jones; reggie@tyminc.org; Shannon Chambers; Darryl Bego; palzubeidy@ydiinc.org; Kim Olige; Jodi Ramirez; kina.marshall@presentageministries.org; Kareem Hammond; Tyris Rorie; gwen@amazgraceadvocacy.com; Adriane Robins-Ward; dennis.brown@rccc.edu; nurse@opphouse.net; deonafrierson procureagency.com; renewingyoungminds@yahoo.com; Jeannie Sherrill; Elizabeth Hutchins; Toni Freeman; Pam Cunningham; James Catoe; chaves@7th-sigma.com; Melanie Moore; L B Wilkins; beverly.mack@cabarrus.k12.nc.us; parson-adams@preventionservices.org; kayla@golsonfamilyservices.net; Maegan Mack; notaryandthingsllc@yahoo.com; tonya@family-advocate.org; dlwrightsr@msn.com; yrlowery@yahoo.com; msbeasleyjac@yahoo.com; blmelissa.thompson@outlook.com  
**Cc:** Sevigny, Daniel  
**Subject:** Cabarrus Co Juvenile Crime Prevention Council - FY 2024-25 RFP  
**Attachments:** Helpful Web Link Information.docx

Good morning Program Managers and Agency Representatives,

The Cabarrus County JCPC's Fiscal Year 2024-25 Request for Proposals is posted on the websites below. Remember that all applicants must attend one of the two Webex informational sessions listed on Page 2 of the RFP in order to apply. Please refer to the attached *Helpful Web Links* document for further information. For technical assistance with NCALLIES, applicants may contact Daniel Sevigny at [daniel.sevigny@ncdps.gov](mailto:daniel.sevigny@ncdps.gov).

<https://www.cabarruscounty.gov/procurement/procurement-portal/procurement-portal>

<https://www.cabarruscounty.gov/jcpc>

**Note:** You may also visit the NCDPS websites listed below for more information regarding the RFP application process, county schedules, and FAQs.

<https://www.ncdps.gov/procurement/procurement-portal/procurement-portal>

<https://www.ncdps.gov/procurement/procurement-portal/procurement-portal>

Best wishes,

Joanie Bischer

Administrative Assistant

Juvenile Crime Prevention Council

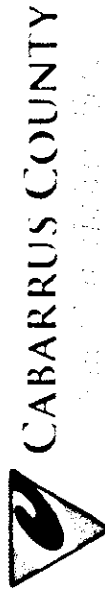
Cabarrus County Government

704.785.0932

[joanie.bischer@cabarruscounty.gov](mailto:joanie.bischer@cabarruscounty.gov)







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Property, Building and Development   Connect with CabCo   Government

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## Bid Postings

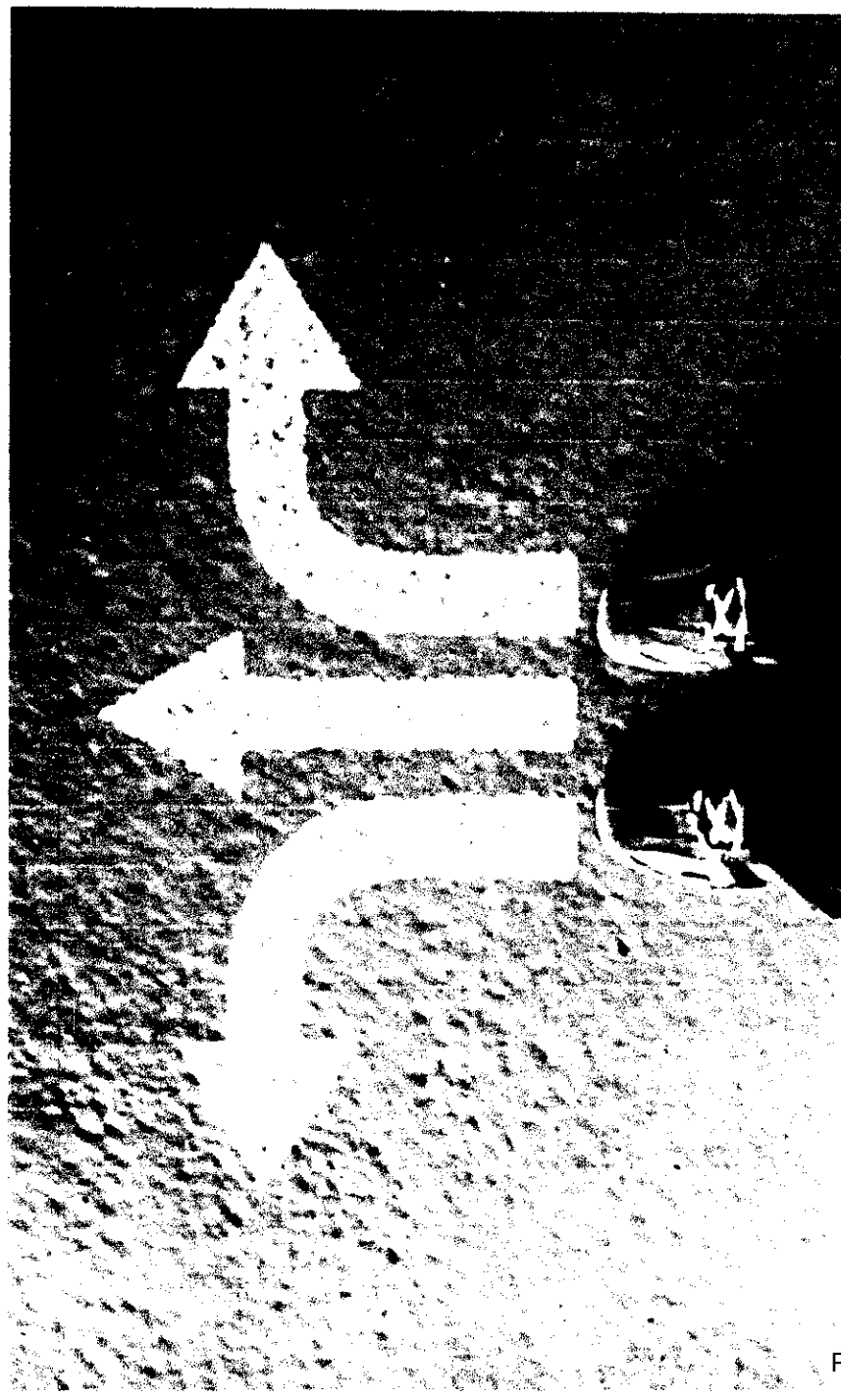
Juvenile Crime Prevention  
Council

Behavioral Health Renovation

RFP for Residential Electrical  
Services

Home / Government / Boards and Committees / Juvenile Crime Prevention Council

# Juvenile Crime Prevention Council



**Boards and Committees**

[Apply Now](#)

**Related Documents**

[Staff Directory](#)

[Request for Proposal](#)

**Positions and Vacancies**

Number of Positions: 06

# List Serve 1

**Joanie Bischer**

**From:** Joanie Bischer  
**Sent:** Tuesday, January 2, 2024 10:10 AM  
**To:** gayle.alston@ncdps.gov; Adrian E. Attaway; Steve Ayers; Megan Baumgardner; 'Sonja J BohannonThacker'; Mikayla Branch; tsburke@cabarruscounty.us; carolcarp71@yahoo.com; Melissa Dixon; Ashley Fitch; Rosemary Gause; Matthew Greer; amy.jewell@cabarrus.k12.nc.us; martameares@msn.com; Commissioner Christopher Measmer; heather@mobleylegal.com; Philbeck, Connie; Aalece Pugh-Lilly; Sharon Reese; mross@partnersbhm.org; Shanley, Ashlie P.; Lakesha Steele; Jacob Wentink; Wilhelm, Christy E.; Michelle Wilson CabarrusHealth; Terry Wise  
**Cc:** Sevigny, Daniel  
**Subject:** Cabarrus Co Juvenile Crime Prevention Council - FY 2024-25 RFP  
**Attachments:** Cabarrus JCPC FY 24-25 RFP.pdf; Helpful Web Link Information.docx

Good morning Council Members,

JCPC's Fiscal Year 2024-25 Request for Proposals is posted to the county's bid website and the JCPC website. Links are below. Please feel free to share the links, or the attached RFP, with interested organizations. The only entities eligible to apply are government agencies, housing authorities, and 501(c)3 non-profit corporations, and all applicants must attend one of the two Webex informational sessions detailed on Page 2 of the RFP in order to apply. For additional information helpful to applicants, please refer them to the attached *Helpful Web Link* document. The information in this email will be sent separately to all agencies and program managers who expressed interest. Thank you for your service!

<http://jcpc.cabarruscounty.us/webex/> Tuesday 1/2/24 10:10 AM  
<http://www.cabarruscounty.us/bid/>

<http://www.cabarruscounty.us/bid/>

Best wishes,

Joanie Bischer

Administrative Assistant

Juvenile Crime Prevention Council

Cabarrus County Government

704.785.0932

[joanie.bischer@cabarruscounty.us](mailto:joanie.bischer@cabarruscounty.us)



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Consent Agenda

### **SUBJECT:**

Tax Administration - Refund and Release Reports – May 2024

### **BRIEF SUMMARY:**

The Release Report contains taxpayers' names, bill numbers, valuations, tax amounts, along with the justifications for releasing the valuation/tax amounts for outstanding levies in accordance with N.C.G.S. 105-381. The Refund Report is a summary sheet which lists data from each refund request form, along with the justification for the refunds to the taxpayers in accordance with N.C.G.S. 105-381.

Note: Due to the transition of motor vehicles onto the new North Carolina Vehicle Tax System (NCVTS), motor vehicle-related refunds and releases will begin to be displayed on the new report generated by NCVTS.

### **REQUESTED ACTION:**

Motion to approve the May 2024 Refund and Release Reports as submitted, including the NCVTS Refund Report, and grant authority to the Tax Collector to process the refunds and releases.

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

### **SUBMITTED BY:**

M. David Thrift, Tax Administrator

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▣ Release Refund Summary
- ▣ Release Refund Detail
- ▣ NCVTS Report

### Summary of Releases and Refunds for the Month Of May 2024

RELEASES FOR THE MONTH OF: MAY 2024

**\$14,287.67**

BREAKDOWN OF RELEASES:

COUNTY	\$8,865.46
CITY OF CONCORD	\$4,202.89
CITY OF KANNAPOLIS	\$220.50
CITY OF LOCUST	\$0.00
CITY OF STANFIELD	\$0.00
CITY OF CONCORD DOWNTOWN	\$157.11
TOWN OF HARRISBURG	\$17.36
TOWN OF MIDLAND	\$238.70
TOWN OF MT. PLEASANT	\$0.00
TOWN OF HUNTERSVILLE	\$0.00
ALLEN F/D	\$0.00
COLD WATER F/D	\$0.00
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$0.00
GEORGEVILLE F/D	\$0.00
GOLD HILL F/D	\$0.00
HARRISBURG F/D	\$0.00
JACKSON PARK F/D	\$514.14
MIDLAND F/D	\$52.95
MT MITCHELL F/D	\$0.00
MT PLEASANT F/D	\$0.00
NORTHEAST F/D	\$0.00
ODELL F/D	\$18.56
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$0.00
KANNAPOLIS RURAL F/D	\$0.00
CONCORD RURAL F/D	\$0.00

REFUNDS FOR THE MONTH OF: MAY 2024

**\$733.35**

BREAKDOWN OF REFUNDS:

COUNTY	\$412.34
CITY OF CONCORD	\$96.10
CITY OF KANNAPOLIS	\$224.91
CITY OF LOCUST	\$0.00
CITY OF STANFIELD	\$0.00
CITY OF CONCORD DOWNTOWN	\$0.00
TOWN OF HARRISBURG	\$0.00
TOWN OF MIDLAND	\$0.00
TOWN OF MT. PLEASANT	\$0.00
ALLEN F/D	\$0.00
COLD WATER F/D	\$0.00
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$0.00
GEORGEVILLE F/D	\$0.00
GOLD HILL F/D	\$0.00
HARRISBURG F/D	\$0.00
JACKSON PARK F/D	\$0.00
MIDLAND F/D	\$0.00
MT. MITCHELL F/D	\$0.00
MT. PLEASANT F/D	\$0.00
NORTHEAST F/D	\$0.00
ODELL F/D	\$0.00
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$0.00
KANNAPOLIS RURAL F/D	\$0.00
CONCORD RURAL F/D	\$0.00



## MAY 2024 RELEASE REPORT

Name	Bill#	Reason	District	Amount
ARANGO ANDRES	2023-503183	105381 - DUPLICATE TAXATION	C ADVLTAX	29.53
ARANGO ANDRES	2023-503183	105381 - DUPLICATE TAXATION	CI01ADVL TAX	17.36
ASHTON RENEE BOUTIQUE	2023-2118	OTHER. NCGS 105-381.	C PEN FEE	43.96
ASHTON RENEE BOUTIQUE	2023-2118	OTHER. NCGS 105-381.	CI02ADVL TAX	142.56
ASHTON RENEE BOUTIQUE	2023-2118	OTHER. NCGS 105-381.	CI02PEN FEE	28.51
ASHTON RENEE BOUTIQUE	2023-2119	OTHER. NCGS 105-381.	C PEN FEE	21.98
ASHTON RENEE BOUTIQUE	2023-2119	OTHER. NCGS 105-381.	CI02ADVL TAX	142.56
ASHTON RENEE BOUTIQUE	2023-2118	OTHER. NCGS 105-381.	CIDTADVL TAX	68.31
ASHTON RENEE BOUTIQUE	2023-2118	OTHER. NCGS 105-381.	CIDTPEN FEE	13.66
ASHTON RENEE BOUTIQUE	2023-2119	OTHER. NCGS 105-381.	CI02PEN FEE	14.26
ASHTON RENEE BOUTIQUE	2023-2119	OTHER. NCGS 105-381.	CIDTADVL TAX	68.31
ASHTON RENEE BOUTIQUE	2023-2119	OTHER. NCGS 105-381.	CIDTPEN FEE	6.83
ASHTON RENEE BOUTIQUE	2023-2119	OTHER. NCGS 105-381.	C ADVLTAX	219.78
ASHTON RENEE BOUTIQUE	2023-2118	OTHER. NCGS 105-381.	C ADVLTAX	219.78
CORZINE PATTI JEAN S TRUSTEE	2023-31862	RELEASE/REFUND	FR02ADVL TAX	35.76
CORZINE PATTI JEAN S TRUSTEE	2023-31861	REFUND/RELEASE	FR02ADVL TAX	7.58
CORZINE PATTI JEAN S TRUSTEE	2023-2181	RELEASE/REFUND	FR02ADVL TAX	330.58
DIETZ DARLA OWENS	2024-504196	105381, TAX JURISDICTION.	FR11ADVL TAX	18.56
DIETZ DARLA OWENS	2024-504196	105381, TAX JURISDICTION.	C ADVLTAX	161.62
FOOT &ANKLE ASSOCIATES PLLC	2022-42118	RELEASE/REFUND	C PEN FEE	207.88
FOOT &ANKLE ASSOCIATES PLLC	2022-42118	RELEASE/REFUND	CI02ADVL TAX	1348.38
FOOT &ANKLE ASSOCIATES PLLC	2022-42118	RELEASE/REFUND	CI02PEN FEE	134.84
FOOT &ANKLE ASSOCIATES PLLC	2023-42822	RELEASE/REFUND	C ADVLTAX	1847.78
FOOT &ANKLE ASSOCIATES PLLC	2022-42118	RELEASE/REFUND	C ADVLTAX	2078.75
FOOT &ANKLE ASSOCIATES PLLC	2023-42822	RELEASE/REFUND	CI02ADVL TAX	1198.56
JOURNEY CAPITAL LLC	2023-60354	G.S. 105-381 TAXPAYER REMEDY DUE TO	CI04ADVL TAX	220.50
JOURNEY CAPITAL LLC	2023-60354	G.S. 105-381 TAXPAYER REMEDY DUE TO	C ADVLTAX	259.00
MANTENA SANKARA KUMARA RAMA	2024-138	wrong interest date used	C ADVLTAX	39.05
MANTENA SANKARA KUMARA RAMA	2024-139	wrong interest date used	C ADVLTAX	39.05
MANTENA SANKARA KUMARA RAMA	2024-138	wrong interest date used	CI02ADVL TAX	25.33
MANTENA SANKARA KUMARA RAMA	2024-139	wrong interest date used	CI02ADVL TAX	25.33
OAKLEY STEPHEN NATHANIEL	2024-502423	TAX CODE/JURISDICTION CORRECTION:	CI02ADVL TAX	44.10
OAKLEY STEPHEN NATHANIEL	2024-502423	TAX CODE/JURISDICTION CORRECTION:	C ADVLTAX	67.99
RICH DALE CHARLES	2023-503251	05-381 DUPLICATE TAX	C ADVLTAX	195.98
RICH DALE CHARLES	2023-503251	05-381 DUPLICATE TAX	CI02ADVL TAX	127.12
SCOTT AMY VICTORIA	2024-500922	TAX CODE/JURISDICTION CORRECTION:	FR05ADVL TAX	52.95
SCOTT AMY VICTORIA	2024-500922	TAX CODE/JURISDICTION CORRECTION:	C ADVLTAX	391.83
SEYMOUR PATRICK G	2022-94239	RELEASE/REFUND	C ADVLTAX	894.36
SEYMOUR PATRICK G	2022-94239	RELEASE/REFUND	CI02ADVL TAX	580.13
SHRIVASTAVA VISHU	2024-800171	RELEASING FOR RELEASE/REFUND	C ADVLTAX	162.34
SHRIVASTAVA VISHU	2024-800171	RELEASING FOR RELEASE/REFUND	CI02ADVL TAX	105.30
SILVER CREEK AVIATION	2023-1988	OTHER. NCGS 105-381. THE COMPANY'S	C PEN FEE	503.20
SILVER CREEK AVIATION	2023-1988	OTHER. NCGS 105-381. THE COMPANY'S	CI02ADVL TAX	3264.00
SILVER CREEK AVIATION	2023-1988	OTHER. NCGS 105-381. THE COMPANY'S	CI02PEN FEE	326.40
SILVER CREEK AVIATION	2023-1988	OTHER. NCGS 105-381. THE COMPANY'S	C ADVLTAX	5032.00
SIMMONS BARBARA C	2023-98365	105381 parcel double billed	C ADVLTAX	802.90
SIMMONS BARBARA C	2023-98365	105381 parcel double billed	CI06ADVL TAX	238.70
VELUCHAMY SHANKAR GANESH	2024-501996	TAX CODE/JURISDICTION CORRECTION:	C ADVLTAX	440.78
VELUCHAMY SHANKAR GANESH	2024-501996	TAX CODE/JURISDICTION CORRECTION:	CI02ADVL TAX	285.91
ZITEK DONALD BRUCE	2023-117314	REFUND/RELEASE	C ADVLTAX	136.83
ZITEK DONALD BRUCE	2019-109727	REFUND/RELEASE	C ADVLTAX	163.69
ZITEK DONALD BRUCE	2019-109727	REFUND/RELEASE	FR02ADVL TAX	30.97
ZITEK DONALD BRUCE	2020-111455	REFUND/RELEASE	C ADVLTAX	166.94
ZITEK DONALD BRUCE	2020-111455	REFUND/RELEASE	FR02ADVL TAX	31.58
ZITEK DONALD BRUCE	2021-112709	REFUND/RELEASE	C ADVLTAX	136.83
ZITEK DONALD BRUCE	2021-112709	REFUND/RELEASE	FR02ADVL TAX	25.89
ZITEK DONALD BRUCE	2023-117314	REFUND/RELEASE	FR02ADVL TAX	25.89
ZITEK DONALD BRUCE	2022-114675	REFUND/RELEASE	C ADVLTAX	136.83
ZITEK DONALD BRUCE	2022-114675	REFUND/RELEASE	FR02ADVL TAX	25.89



## North Carolina Vehicle Tax System

### Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change	
AENIKE, GANGA RAJU	AENIKE, GANGA RAJU		4909 WALKKING STICK RD		MCKINNEY, TX 75071	Proration	0069822410	ISHARAJ	PENDING	310544016	Refund Generated due to proration on Bill #0069822410-2023-2023-0000-00	Reg . Out of state	5/30/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$193.77) (\$125.69) \$0.00	(\$9.69) (\$6.29) \$0.00	(\$203.46) (\$131.98) \$0.00	
																		Refund		\$335.44
ALFARO MOLINA, ROSA ELVIRA	ALFARO MOLINA, ROSA ELVIRA	TURCIOS GIRON, OSMAR ENRIQUE	1548 MOSS CREEK DR		HARRISBURG, NC 28075	Proration	0057960388	HLW6807	PENDING	205838104	Refund Generated due to proration on Bill #0057960388-2023-2023-0000-00	Vehicle Totalled	5/6/2024		C ADVL CI01ADVL	TAX TAX	(\$71.22) (\$41.87)	\$0.00 \$0.00	(\$71.22) (\$41.87)	
																		Refund		\$113.09
ARIAS MOLINA, DUVAN A	ARIAS MOLINA, DUVAN A		10829 DRY STONE DR		HUNTERSVILLE, NC 28078	Proration	0077690996	TZ1094	PENDING	207126538	Refund Generated due to proration on Bill #0077690996-2023-2023-0000-00	Vehicle Sold	5/31/2024		C ADVL FR11ADVL	TAX TAX	(\$80.38) (\$9.23)	\$0.00 \$0.00	(\$80.38) (\$9.23)	
																		Refund		\$89.61
ARMSTRONG, DARRELL KEITH	ARMSTRONG, DARRELL KEITH		565 WESTWOOD DR		KANNAPOLIS, NC 28081	Adjustment < \$100	0078249790	96680	PENDING	309892881	Refund Generated due to adjustment on Bill #0078249790-2023-2023-0000-00	Adjustment	5/22/2024		C ADVL CI04ADVL CI04ADVL	TAX TAX VEHICLE FEE	(\$47.36) (\$40.32) \$0.00	\$0.00 \$0.00 \$0.00	(\$47.36) (\$40.32) \$0.00	
																		Refund		\$87.68
BONILLA, JOEL ARQUIMIDES	BONILLA, JOEL ARQUIMIDES		624 HARRIS ST		CONCORD, NC 28025	Proration	0061415787	JDC1798	PENDING	308960637	Refund Generated due to proration on Bill #0061415787-2022-2022-0000-00	Vehicle Sold	5/9/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$41.29) (\$26.78) \$0.00	(\$2.07) (\$1.33) \$0.00	(\$43.36) (\$28.11) \$0.00	
																		Refund		\$71.47
BOSSART, TINA MARIE	BOSSART, TINA MARIE		123 S ROSE AVE		KANNAPOLIS, NC 28083	Proration	0069301676	ZNV1038	PENDING	308757294	Refund Generated due to proration on Bill #0069301676-2023-2023-0000-00	Vehicle Sold	5/6/2024		C ADVL CI04ADVL CI04ADVL	TAX TAX VEHICLE FEE	(\$13.71) (\$11.67) \$0.00	\$0.00 \$0.00 \$0.00	(\$13.71) (\$11.67) \$0.00	
																		Refund		\$25.38
BRADFORD, LEN CALVIN JR	BRADFORD, LEN CALVIN JR		5860 UNDERWOOD AVE		CHARLOTTE, NC 28213	Adjustment < \$100	0014327551	RCE2003	PENDING	205913878	Refund Generated due to adjustment on Bill #0014327551-2023-2023-0000-00	Over Assessment	5/8/2024		C ADVL CI01ADVL	TAX TAX	(\$8.17) (\$4.81)	\$0.00 \$0.00	(\$8.17) (\$4.81)	
																		Refund		\$12.98
BRADSHAW, FREDRICK	BRADSHAW, FREDRICK		12537 PLAZA ROAD EXT		CHARLOTTE, NC 28215	Proration	0073199190	DFP9050	PENDING	308870520	Refund Generated due to proration on Bill #0073199190-2022-2022-0000-00	Vehicle Totalled	5/8/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$14.10) (\$9.14) \$0.00	\$0.00 \$0.00 \$0.00	(\$14.10) (\$9.14) \$0.00	
																		Refund		\$23.24
BRINER, JOEL BURTON	BRINER, JOEL BURTON		1289 BRAEBURN RD NW		CONCORD, NC 28027	Proration	0064358865	JEK8107	PENDING	310543575	Refund Generated due to proration on Bill #0064358865-2023-2023-0000-00	Vehicle Sold	5/30/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$119.32) (\$77.39) \$0.00	\$0.00 \$0.00 \$0.00	(\$119.32) (\$77.39) \$0.00	
																		Refund		\$196.71
BROWN, CHRISTOPHER SHERBURNE	BROWN, CHRISTOPHER SHERBURNE		6644 MOUNT PLEASANT RD S		CONCORD, NC 28025	Adjustment >= \$100	0078084287	JCJ5895	PENDING	412065184	Refund Generated due to adjustment on Bill #0078084287-2023-2023-0000-00	Situs error	5/10/2024		C ADVL CI02ADVL CI02ADVL FR13ADVL	TAX TAX VEHICLE FEE TAX	\$0.00 (\$116.69) (\$30.00) \$22.37	(\$0.01) (\$5.83) \$0.00 \$1.12	(\$0.01) (\$122.52) (\$30.00) \$23.49	
																		Refund		\$129.04
BRYANT, STEVEN	BRYANT, STEVEN		1971 SOLWAY LN		CHARLOTTE, NC 28269	Proration	0018030342	BCV8987	PENDING	309360210	Refund Generated due to proration on Bill #0018030342-2022-2022-0000-00	Vehicle Sold	5/15/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$10.11) (\$6.56) \$0.00	\$0.00 \$0.00 \$0.00	(\$10.11) (\$6.56) \$0.00	
																		Refund		\$16.67
CANNON SCHOOL INC	CANNON SCHOOL INC		5801 POPLAR TENT RD		CONCORD, NC 28027	Adjustment >= \$100	0077045645	LAT8856	PENDING	309461250	Refund Generated due to adjustment on Bill #0077045645-2023-2023-0000-00	Exempt Property	5/16/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$1,118.41) (\$725.46) (\$30.00)	\$0.00 \$0.00 \$0.00	(\$1118.41) (\$725.46) (\$30.00)	
																		Refund		\$1873.87
CARPENTER, CRAIG STEVEN	CARPENTER, CRAIG STEVEN		2547 CRITTER CT		MIDLAND, NC 28107	Proration	0071319013	KCD6201	PENDING	206514522	Refund Generated due to proration on Bill #0071319013-2023-2023-0000-00	Vehicle Sold	5/20/2024		C ADVL CI06ADVL	TAX TAX	(\$43.90) (\$13.05)	\$0.00 \$0.00	(\$43.90) (\$13.05)	
																		Refund		\$56.95
CHAMPION, WENDY LEWIS	CHAMPION, WENDY LEWIS	CHAMPION, DAVID STEPHEN	3232 KELSEY PLZ		KANNAPOLIS, NC 28081	Proration	0064328338	TFD9934	PENDING	308529645	Refund Generated due to proration on Bill #0064328338-2023-2023-0000-00	Vehicle Sold	5/3/2024		C ADVL CI04ADVL CI04ADVL	TAX TAX VEHICLE FEE	(\$148.01) (\$126.01) \$0.00	\$0.00 \$0.00 \$0.00	(\$148.01) (\$126.01) \$0.00	
																		Refund		\$274.02
CLONTZ, JAMES HERMAN	CLONTZ, JAMES HERMAN		83 MEADOW AVE NE		CONCORD, NC 28025	Proration	0061170903	TJE1988	PENDING	308757009	Refund Generated due to proration on Bill #0061170903-2022-2022-0000-00	Vehicle Sold	5/6/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$43.12) (\$27.97) \$0.00	\$0.00 \$0.00 \$0.00	(\$43.12) (\$27.97) \$0.00	
																		Refund		\$71.09
COLEMAN, TRACY RAY	COLEMAN, TRACY RAY		10578 MOUNT OLIVE ESTATES		MOUNT PLEASANT, NC 28124	Adjustment < \$100	0031175718	CHS3644	PENDING	412331748	Refund Generated due to adjustment on Bill #0031175718-2023-2023-0000-00	Situs error	5/13/2024		C ADVL CI04ADVL CI04ADVL FR15ADVL	TAX TAX VEHICLE FEE TAX	\$0.00 (\$1.89) (\$30.00) \$0.38	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 (\$1.89) (\$30.00) \$0.38	
																		Refund		\$31.51
COLEMAN, TRACY RAY	COLEMAN, TRACY RAY		10578 MOUNT OLIVE ESTATES		MOUNT PLEASANT, NC 28124	Adjustment < \$100	0014327265	JKT4792	PENDING	412331752	Refund Generated due to adjustment on Bill #0014327265-2023-2023-0000-00	Situs error	5/13/2024		C ADVL CI04ADVL CI04ADVL FR15ADVL	TAX TAX VEHICLE FEE TAX	\$0.00 (\$42.40) (\$30.00) \$8.55	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 (\$42.40) (\$30.00) \$8.55	
																		Refund		\$63.85
COLEMAN, TRACY RAY	COLEMAN, TRACY RAY		10578 MOUNT OLIVE ESTATES		MOUNT PLEASANT, NC 28124	Adjustment < \$100	0014329574	E68541	PENDING	412331832	Refund Generated due to adjustment on Bill #0014329574-2023-2023-0000-00	Situs error	5/13/2024		C ADVL CI04ADVL CI04ADVL FR15ADVL	TAX TAX VEHICLE FEE TAX	\$0.00 (\$1.89) (\$30.00) \$0.38	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 (\$1.89) (\$30.00) \$0.38	
																		Refund		\$31.51
COLEMAN, TRACY RAY	COLEMAN, TRACY RAY	COLEMAN, TRACY RAY	10578 MOUNT OLIVE ESTATES		MOUNT PLEASANT, NC 28124	Adjustment >= \$100	0014329574	E68541	PENDING	412331832	Refund Generated due to adjustment on Bill #0014329574-2023-2023-0000-00	Situs error	5/13/2024		C ADVL CI04ADVL	TAX TAX	\$0.00 (\$226.74)	\$0.00 \$0.00	\$0.00 (\$226.74)	



## North Carolina Vehicle Tax System

### Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
COLEMAN, TRACY RAY	COLEMAN, TRACY RAY	JANICE JENKINS	10370 MOUNT OLIVE ESTATES		PLEASANT, NC 28124	ADJUSTMENT > \$100	0071478755	ZP7244	PENDING	412331888	due to adjustment on Bill #0071478755-2023-2023-0000	Situs error	5/13/2024		C104ADVL	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															FR15ADVL	TAX	\$45.71	\$0.00	\$45.71
																			\$211.03
COURTER, WILLIAM WESLEY	COURTER, WILLIAM WESLEY		12467 RITCHIE RD		MIDLAND, NC 28107	Proration	0071837224	YA171949	PENDING	206307584	Refund Generated due to proration on Bill #0071837224-2022-2022-0000-00	Vehicle Sold	5/16/2024		C ADVL	TAX	(\$311.93)	\$0.00	(\$311.93)
															FR05ADVL	TAX	(\$42.15)	\$0.00	(\$42.15)
																			\$354.08
CRISCO, THYAI'S MANYON	CRISCO, THYAI'S MANYON		206 EDWARDS AVE SW		CONCORD, NC 28025	Proration	0071021156	KFK9013	PENDING	308204238	Refund Generated due to proration on Bill #0071021156-2022-2022-0000-00	Vehicle Sold	5/1/2024		C ADVL	TAX	(\$14.06)	\$0.00	(\$14.06)
															C102ADVL	TAX	(\$9.12)	\$0.00	(\$9.12)
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$23.18
DALTON, THOMAS ANDREW	DALTON, THOMAS ANDREW		1263 GREENSIDE DR NW		CONCORD, NC 28027	Proration	0014351312	10KWRDS	PENDING	309248259	Refund Generated due to proration on Bill #0014351312-2023-2023-0000-00	Vehicle Sold	5/13/2024		C ADVL	TAX	(\$69.74)	\$0.00	(\$69.74)
															C102ADVL	TAX	(\$45.24)	\$0.00	(\$45.24)
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$114.98
DAMICO, MICHAEL JOHN	DAMICO, MICHAEL JOHN		2727 TYNDALL DR NW		CONCORD, NC 28027	Proration	0074899921	KJT9842	PENDING	309771405	Refund Generated due to proration on Bill #0074899921-2023-2023-0000-00	Vehicle Sold	5/20/2024		C ADVL	TAX	(\$151.27)	\$0.00	(\$151.27)
															C102ADVL	TAX	(\$98.12)	\$0.00	(\$98.12)
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$249.39
DAVID, JULIE DELONEY	DAVID, JULIE DELONEY		1538 CRIPPLE CREEK RD		KANNAPOLIS, NC 28081	Proration	0025567107	1LB4693	PENDING	308205108	Refund Generated due to proration on Bill #0025567107-2023-2023-0000-00	Vehicle Sold	5/2/2024		C ADVL	TAX	(\$24.08)	\$0.00	(\$24.08)
															C104ADVL	TAX	(\$20.51)	\$0.00	(\$20.51)
															C104ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$44.59
DE ATOUGUIA, CARLO SIMAO	DE ATOUGUIA, CARLO SIMAO	PAYLESS SPARES LLC	10826 TRADERS CT		DAVIDSON, NC 28036	Proration	0060629545	HR7454	PENDING	309259551	Refund Generated due to proration on Bill #0060629545-2022-2022-0000-00	Vehicle Sold	5/14/2024		C ADVL	TAX	(\$101.61)	\$0.00	(\$101.61)
															C104ADVL	TAX	(\$86.51)	\$0.00	(\$86.51)
															C104ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$188.12
DELONEY, RONALD HORACE	DELONEY, RONALD HORACE	DELONEY, SHARON ROUSE	1539 CRIPPLE CREEK RD		KANNAPOLIS, NC 28081	Proration	0018012335	MSP8911	PENDING	308960952	Refund Generated due to proration on Bill #0018012335-2022-2022-0000-00	Vehicle Sold	5/9/2024		C ADVL	TAX	(\$8.82)	\$0.00	(\$8.82)
															C104ADVL	TAX	(\$7.51)	\$0.00	(\$7.51)
															C104ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$16.33
DENT, NATHANIEL AVERIL	DENT, NATHANIEL AVERIL		634 CONCORD CHASE CIR		CONCORD, NC 28025	Proration	0065413921	JMX3930	PENDING	309786693	Refund Generated due to proration on Bill #0065413921-2023-2023-0000-00	Vehicle Sold	5/21/2024		C ADVL	TAX	(\$81.15)	(\$4.06)	(\$85.21)
															C102ADVL	TAX	(\$52.64)	(\$2.63)	(\$55.27)
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$140.48
DIAYTON, MARTAVIOUS DEONDRAE	DIAYTON, MARTAVIOUS DEONDRAE		600 E CLIFFORD ST		TIMMONSVILLE, SC 29161	Proration	0071457651	JCK1814	PENDING	308529411	Refund Generated due to proration on Bill #0071457651-2023-2023-0000-00	Reg . Out of state	5/3/2024		C ADVL	TAX	(\$40.64)	\$0.00	(\$40.64)
															C102ADVL	TAX	(\$26.36)	\$0.00	(\$26.36)
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$67.00
DROUIN, HOANG HUY	DROUIN, HOANG HUY		5343 STONE BROOK CT		DAVIDSON, NC 28036	Proration	0040404670	FCJ9345	PENDING	205973946	Refund Generated due to proration on Bill #0040404670-2022-2022-0000-00	Vehicle Sold	5/9/2024		C ADVL	TAX	(\$46.03)	\$0.00	(\$46.03)
															FR11ADVL	TAX	(\$5.29)	\$0.00	(\$5.29)
																			\$51.32
DRYE, JERRY MAXE	DRYE, JERRY MAXE		114 ARLINGTON AVE SE		CONCORD, NC 28025	Adjustment < \$100	0078555481	96751	PENDING	310689738	Refund Generated due to adjustment on Bill #0078555481-2023-2023-0000-00	Adjustment	5/31/2024		C ADVL	TAX	(\$33.30)	\$0.00	(\$33.30)
															C102ADVL	TAX	(\$21.60)	\$0.00	(\$21.60)
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$54.90
EDWARDS, JOHN CHRISTOPHER	RIDINGS, THOMAS GENE	EDWARDS, JOHN CHRISTOPHER	345 MT PLEASANT RD N		MOUNT PLEASANT, NC 28124	Proration	0074023148	KBS7774	PENDING	206173184	Refund Generated due to proration on Bill #0074023148-2022-2022-0000-00	Vehicle Totalled	5/14/2024		C ADVL	TAX	(\$63.55)	\$0.00	(\$63.55)
															FR16ADVL	TAX	(\$10.13)	\$0.00	(\$10.13)
																			\$73.68
EUDY, WILLIAM READE	EUDY, WILLIAM READE		1955 HIGHWAY 24 27 E		MIDLAND, NC 28107	Proration	0033565953	TMR4502	PENDING	205913498	Refund Generated due to proration on Bill #0033565953-2022-2022-0000-00	Vehicle Totalled	5/8/2024		C ADVL	TAX	(\$3.33)	\$0.00	(\$3.33)
															C106ADVL	TAX	(\$0.99)	\$0.00	(\$0.99)
																			\$4.32
EUDY, WILLIAM READE	EUDY, WILLIAM READE		1955 HIGHWAY 24 27 E		MIDLAND, NC 28107	Adjustment < \$100	0077970700	RHY2171	PENDING	411827428	Refund Generated due to adjustment on Bill #0077970700-2023-2023-0000	Situs error	5/8/2024		C ADVL	TAX	\$0.00	\$0.00	\$0.00
															C102ADVL	TAX	(\$3.84)	\$0.00	(\$3.84)
															C102ADVL	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
															C106ADVL	TAX	\$1.76	\$0.00	\$1.76
																			\$32.08
EVANS, ALLISON ELIZABETH	EVANS, ALLISON ELIZABETH		2335 DRAKE MILL LN SW		CONCORD, NC 28025	Proration	0058353727	FJS1391	PENDING	309893313	Refund Generated due to proration on Bill #0058353727-2023-2023-0000-00	Vehicle Sold	5/22/2024		C ADVL	TAX	(\$22.55)	\$0.00	(\$22.55)
															C102ADVL	TAX	(\$14.63)	\$0.00	(\$14.63)
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$37.18
FARKAS, JAMES CHARLES	FARKAS, JAMES CHARLES		3096 SPRING FOREST RD		HARRISBURG, NC 28075	Proration	0070948196	HMS7222	PENDING	207029184	Refund Generated due to proration on Bill #0070948196-2022-2022-0000-00	Vehicle Sold	5/30/2024		C ADVL	TAX	(\$191.72)	\$0.00	(\$191.72)
															C101ADVL	TAX	(\$112.70)	\$0.00	(\$112.70)
																			\$304.42
FERRY, CORRENE LYNN	FERRY, CORRENE LYNN		237 JEFFERSON AVE NE		CONCORD, NC 28025	Proration	0060637118	HKN8673	PENDING	309893031	Refund Generated due to proration on Bill #0060637118-2022-2022-0000-00	Vehicle Sold	5/22/2024		C ADVL	TAX	(\$8.43)	\$0.00	(\$8.43)
															C102ADVL	TAX	(\$5.47)	\$0.00	(\$5.47)
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$13.90
GASTON, BETTY EARLE	GASTON, BETTY EARLE		12745 PLAZA ROAD EXT		CHARLOTTE, NC 28215	Proration	0059794121	EHS7456	PENDING	206919818	Refund Generated due to proration on Bill #0059794121-2022-2022-0000-00	Vehicle Totalled	5/28/2024		C ADVL	TAX	(\$37.03)	\$0.00	(\$37.03)
															FR07ADVL	TAX	(\$7.51)	\$0.00	(\$7.51)
																			\$44.54
GAUSE, ROSEMARY	GAUSE, ROSEMARY		7357 WATERWELL ST SW		CONCORD, NC 28025	Proration	0067335649	B8B2746	PENDING	310380186	Refund Generated due to proration on Bill #0067335649-2022-2022-0000-00	Vehicle Totalled	5/28/2024		C ADVL	TAX	(\$3.80)	\$0.00	(\$3.80)
															C102ADVL	TAX	(\$2.46)	\$0.00	(\$2.46)
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																			\$6.26



## North Carolina Vehicle Tax System

### Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change														
GILLESPIE, DARRYL WAYNE	GILLESPIE, DARRYL WAYNE		1425 HWY 27 E		MIDLAND, NC 28107	Adjustment < \$100	0078253059	LBL1618	PENDING	413190452	Refund Generated due to adjustment on Bill #0078253059-2023-2023-0000	Situs error	5/22/2024		C ADVL	TAX	\$0.00	\$0.00	\$0.00														
															C102ADVL	TAX	(\$6.14)	\$0.00	(\$6.14)														
															C102ADVL	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)														
															C106ADVL	TAX	\$2.82	\$0.00	\$2.82														
Refund																		\$33.32															
GREINER, TARYN ANN	GREINER, TARYN ANN		1839 MILL CREEK LN SW		CONCORD, NC 28025	Proration	0063522850	JDJ8793	PENDING	310000458	Refund Generated due to proration on Bill #0063522850-2023-2023-0000-00	Vehicle Sold	5/23/2024		C ADVL	TAX	(\$97.37)	\$0.00	(\$97.37)														
															C102ADVL	TAX	(\$63.16)	\$0.00	(\$63.16)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															Refund																		\$160.53
GRIFFIN, DWAYNE NATHANIEL	GRIFFIN, DWAYNE NATHANIEL		2599 SNAP DRAGON DR		HARRISBURG, NC 28075	Proration	0071417206	KFL4909	PENDING	206667214	Refund Generated due to proration on Bill #0071417206-2023-2023-0000-00	Vehicle Sold	5/23/2024		C ADVL	TAX	(\$413.31)	\$0.00	(\$413.31)														
															C101ADVL	TAX	(\$242.96)	\$0.00	(\$242.96)														
															Refund																		\$656.27
															C ADVL	TAX	(\$218.28)	\$0.00	(\$218.28)														
GUJJA, SWETHA	GUJJA, SWETHA		9960 CLARKES VIEW PL NW		CONCORD, NC 28027	Proration	0045922015	CDD6181	PENDING	310000497	Refund Generated due to proration on Bill #0045922015-2023-2023-0000-00	Vehicle Sold	5/23/2024		C102ADVL	TAX	(\$141.58)	\$0.00	(\$141.58)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															C ADVL	TAX	(\$85.67)	\$0.00	(\$85.67)														
															FR07ADVL	TAX	(\$17.37)	\$0.00	(\$17.37)														
Refund																		\$103.04															
GURGUA DE LOS SANTOS, ALBERTO	GURGUA DE LOS SANTOS, ALBERTO		5502 ROBERTA RD		HARRISBURG, NC 28075	Proration	0071050097	KFK9047	PENDING	205469428	Refund Generated due to proration on Bill #0071050097-2023-2023-0000-00	Vehicle Sold	5/1/2024		C ADVL	TAX	(\$34.26)	\$0.00	(\$34.26)														
															C102ADVL	TAX	(\$22.22)	\$0.00	(\$22.22)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															Refund																		\$56.48
HAFEZ, SHAIKH RASHID	HAFEZ, SHAIKH RASHID		5318 ROBERTA CROSSING DR		CONCORD, NC 28027	Proration	0077128946	CR20812	PENDING	308204364	Refund Generated due to proration on Bill #0077128946-2023-2023-0000-00	Vehicle Sold	5/1/2024		C ADVL	TAX	(\$35.27)	\$0.00	(\$35.27)														
															C102ADVL	TAX	(\$22.88)	\$0.00	(\$22.88)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															Refund																		\$56.48
HAMMAD, TAMER	HAMMAD, TAMER		392 WINECOFF WOODS DR NW		CONCORD, NC 28027	Proration	0063060413	HMK3908	PENDING	309771774	Refund Generated due to proration on Bill #0063060413-2023-2023-0000-00	Reg. Out of state	5/20/2024		C ADVL	TAX	(\$35.27)	\$0.00	(\$35.27)														
															C102ADVL	TAX	(\$22.88)	\$0.00	(\$22.88)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															Refund																		\$58.15
HARWOOD, RONALD BLAINE	HARWOOD, RONALD BLAINE	HARWOOD, PATRICIA PENNINGER	PO BOX 393		MOUNT PLEASANT, NC 28124	Adjustment < \$100	0077739971	JEL5749	PENDING	413839520	Refund Generated due to adjustment on Bill #0077739971-2023-2023-0000	Situs error	5/28/2024		C ADVL	TAX	\$0.00	\$0.00	\$0.00														
															C102ADVL	TAX	(\$33.94)	\$0.00	(\$33.94)														
															C102ADVL	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)														
															FR15ADVL	TAX	\$8.98	\$0.00	\$8.98														
Refund																		\$54.96															
HERNANDEZ, DANIEL JAVIER	HERNANDEZ, DANIEL JAVIER	HERNANDEZ, BAYLIN FAIR	3345 ROUNDCLIFF DR		CONCORD, NC 28025	Adjustment < \$100	0065411978	TKH5507	PENDING	206307546	Refund Generated due to adjustment on Bill #0065411978-2023-2023-0000-00	Mileage	5/16/2024		C ADVL	TAX	(\$4.75)	\$0.00	(\$4.75)														
															FR04ADVL	TAX	(\$0.71)	\$0.00	(\$0.71)														
															Refund																		\$5.46
															C ADVL	TAX	(\$151.95)	\$0.00	(\$151.95)														
HERRERA, ODALYS	HERRERA, ODALYS	CORTES, HAROLD	774 UNION ST S		CONCORD, NC 28025	Proration	0075785932	ELD7676	PENDING	309259548	Refund Generated due to proration on Bill #0075785932-2023-2023-0000-00	Vehicle Totalled	5/14/2024		C102ADVL	TAX	(\$98.56)	\$0.00	(\$98.56)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															Refund																		\$250.51
															C ADVL	TAX	(\$25.53)	\$0.00	(\$25.53)														
HILL, JESSICA JONES	HILL, JESSICA JONES		8119 MIDDLETON CIR		HARRISBURG, NC 28075	Proration	0063985322	JCK2327	PENDING	206595572	Refund Generated due to proration on Bill #0063985322-2023-2023-0000-00	Vehicle Sold	5/22/2024		FR07ADVL	TAX	(\$5.17)	\$0.00	(\$5.17)														
															Refund																		\$30.70
															C ADVL	TAX	(\$51.62)	\$0.00	(\$51.62)														
															C102ADVL	TAX	(\$33.49)	\$0.00	(\$33.49)														
HUDSON, TONYA MARIE	HUDSON, TONYA MARIE		9547 NUMENORE DR		CHARLOTTE, NC 28269	Proration	0068215946	FCD6058	PENDING	309049305	Refund Generated due to proration on Bill #0068215946-2023-2023-0000-00	Vehicle Sold	5/10/2024		C102ADVL	TAX	(\$33.49)	\$0.00	(\$33.49)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															Refund																		\$85.11
															C ADVL	TAX	(\$30.18)	\$0.00	(\$30.18)														
HUFF, KAITLYN RENE	HUFF, KAITLYN RENE		3820 SHILOH CHURCH RD		DAVIDSON, NC 28036	Proration	0073263968	FJM1949	PENDING	205837776	Refund Generated due to proration on Bill #0073263968-2023-2023-0000-00	Vehicle Sold	5/6/2024		FR11ADVL	TAX	(\$3.46)	\$0.00	(\$3.46)														
															Refund																		\$33.64
															C ADVL	TAX	(\$44.71)	\$0.00	(\$44.71)														
															C102ADVL	TAX	(\$29.00)	\$0.00	(\$29.00)														
ICARD, JEREMY SCOTT	ICARD, JEREMY SCOTT	PHUNG, HEATHER MY-HUONG	1560 ABERCORN ST NW		CONCORD, NC 28027	Proration	0075311228	TMY3958	PENDING	309461106	Refund Generated due to proration on Bill #0075311228-2023-2023-0000-00	Vehicle Sold	5/16/2024		C102ADVL	TAX	(\$29.00)	\$0.00	(\$29.00)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															Refund																		\$73.71
															C ADVL	TAX	(\$3.37)	\$0.00	(\$3.37)														
IRVING, FRED AMOS JR	IRVING, FRED AMOS JR		625 ABINGTON DR NE		CONCORD, NC 28025	Proration	0018025918	WVW7484	PENDING	310379316	Refund Generated due to proration on Bill #0018025918-2022-2022-0000-00	Vehicle Sold	5/28/2024		C102ADVL	TAX	(\$2.18)	\$0.00	(\$2.18)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															Refund																		\$5.55
															C ADVL	TAX	(\$112.17)	\$0.00	(\$112.17)														
ISC ENTERPRISES LLC	ISC ENTERPRISES LLC	ECHEVARRIA, CYNTHIA DAWN	4311 SCHOOL HOUSE CMNS	STE 239	HARRISBURG, NC 28075	Proration	0074137217	JJ08545	PENDING	308756946	Refund Generated due to proration on Bill #0074137217-2022-2022-0000-00	Vehicle Sold	5/6/2024		C102ADVL	TAX	(\$72.76)	\$0.00	(\$72.76)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															Refund																		\$184.93
															C ADVL	TAX	(\$32.99)	\$0.00	(\$32.99)														
KARTHIKEYAN, HEMALATHA	KARTHIKEYAN, HEMALATHA		4482 ODELL SCHOOL RD		CONCORD, NC 28027	Proration	0072308387	CKD6935	PENDING	205838206	Refund Generated due to proration on Bill #0072308387-2022-2022-0000-00	Vehicle Sold	5/6/2024		FR11ADVL	TAX	(\$3.03)	\$0.00	(\$3.03)														
															Refund																		\$36.02
															C ADVL	TAX	(\$93.33)	(\$4.66)	(\$97.99)														
															C102ADVL	TAX	(\$60.54)	(\$3.03)	(\$63.57)														
KHAN, TABISH HUSSAIN	KHAN, TABISH HUSSAIN		1832 SCARBROUGH CIR SW		CONCORD, NC 28025	Proration	0073891147	KJX6366	PENDING	309461091	Refund Generated due to proration on Bill #0073891147-2023-2023-0000-00	Vehicle Totalled	5/16/2024		C102ADVL	TAX	(\$60.54)	\$0.00	(\$60.54)														
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00														
															Refund																		\$161.56
															C ADVL	TAX	(\$127.09)	\$0.00	(\$127.09)														
KINDLEY, MARK WILLIAM II	KINDLEY, MARK WILLIAM II	KINDLEY, EMILY LOVE	2616 IRISH POTATO RD		CONCORD, NC 28025	Proration	0052496755	KA5543	PENDING	206514310	Refund Generated due to proration on Bill #0052496755-2023-2023-0000-00	Vehicle Sold	5/20/2024		FR03ADVL	TAX	(\$13.74)	\$0.00	(\$13.74)														
															Refund																		\$140.83
															C ADVL	TAX	(\$36.43)	\$0.00	(\$36.43)														
															FR13ADVL	TAX	(\$4.53)	\$0.00	(\$4.53)														
Refund																		\$40.96															



## North Carolina Vehicle Tax System

### Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change	
LOPES, RAFAEL AMARAL ALONSO	LOPES, RAFAEL AMARAL ALONSO		3740 GLENVIEW AVE		KANNAPOLIS, NC 28081	Proration	0074586893	KDR5989	PENDING	310379553	Refund Generated due to proration on Bill #0074586893-2023-2023-0000-00	Vehicle Sold	5/28/2024		C ADVL CI04ADVL CI04ADVL	TAX TAX VEHICLE FEE	(\$78.87) (\$67.15) \$0.00	\$0.00 \$0.00 \$0.00	(\$78.87) (\$67.15) \$0.00	
																		Refund	\$0.00	\$146.02
LOPES, RAFAEL AMARAL ALONSO	LOPES, RAFAEL AMARAL ALONSO		3740 GLENVIEW AVE		KANNAPOLIS, NC 28081	Proration	0073269256	JHF5886	PENDING	310379607	Refund Generated due to proration on Bill #0073269256-2023-2023-0000-00	Vehicle Sold	5/28/2024		C ADVL CI04ADVL CI04ADVL	TAX TAX VEHICLE FEE	(\$73.04) (\$62.18) \$0.00	\$0.00 \$0.00 \$0.00	(\$73.04) (\$62.18) \$0.00	
																		Refund	\$0.00	\$135.22
LOPEZ-HERNANDEZ, DAVID ANTONIO	LOPEZ-HERNANDEZ, DAVID ANTONIO		10960 HAT CREEK LN		DAVIDSON, NC 28036	Proration	0057291775	ECW5483	PENDING	308770239	Refund Generated due to proration on Bill #0057291775-2022-2022-0000-00	Vehicle Sold	5/7/2024		C ADVL CI04ADVL CI04ADVL	TAX TAX VEHICLE FEE	(\$11.42) (\$9.72) \$0.00	\$0.00 \$0.00 \$0.00	(\$11.42) (\$9.72) \$0.00	
																		Refund	\$0.00	\$21.14
LYONS, DENNIS MICHAEL	LYONS, DENNIS MICHAEL		3226 PRYDON DRIVE		WHITEHALL, PA 18052	Proration	0071982680	REF7202	PENDING	310379430	Refund Generated due to proration on Bill #0071982680-2022-2022-0000-00	Reg . Out of state	5/28/2024		C ADVL CI04ADVL CI04ADVL	TAX TAX VEHICLE FEE	(\$29.45) (\$25.07) \$0.00	\$0.00 \$0.00 \$0.00	(\$29.45) (\$25.07) \$0.00	
																		Refund	\$0.00	\$54.52
LYONS, MARY BYRIDER	LYONS, MARY BYRIDER		3226 PRYDON DRIVE		WHITEHALL, PA 18052	Proration	0072839237	REF7577	PENDING	310379418	Refund Generated due to proration on Bill #0072839237-2022-2022-0000-00	Reg . Out of state	5/28/2024		C ADVL CI04ADVL CI04ADVL	TAX TAX VEHICLE FEE	(\$25.70) (\$21.88) \$0.00	\$0.00 \$0.00 \$0.00	(\$25.70) (\$21.88) \$0.00	
																		Refund	\$0.00	\$47.58
MAISURIA, SHILPABEN RAJANIKANT	MAISURIA, SHILPABEN RAJANIKANT	MAISURIA, VIKASH	7158 STREAMHAVEN DR		HARRISBURG, NC 28075	Proration	0032541569	ZZX5023	PENDING	205847160	Refund Generated due to proration on Bill #0032541569-2023-2023-0000-00	Vehicle Totalled	5/7/2024		C ADVL CI01ADVL CI01ADVL	TAX TAX TAX	(\$27.97) (\$16.44) \$0.00	\$0.00 \$0.00 \$0.00	(\$27.97) (\$16.44) \$0.00	
																		Refund	\$0.00	\$44.41
MANIGAULT, ROBERT LETHONIA JR	MANIGAULT, ROBERT LETHONIA JR		1326 SOOTHING CT NW		CONCORD, NC 28027	Proration	0046112863	FDV6117	PENDING	309049620	Refund Generated due to proration on Bill #0046112863-2022-2022-0000-00	Vehicle Totalled	5/10/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$37.40) (\$24.26) \$0.00	\$0.00 \$0.00 \$0.00	(\$37.40) (\$24.26) \$0.00	
																		Refund	\$0.00	\$61.66
MARTIN, JASON TODD	MARTIN, JASON TODD	MARTIN, STEFANIE ANNE	10435 FALLING LEAF DR NW		CONCORD, NC 28027	Adjustment >= \$100	0069916072	1LB6315	PENDING	308529426	Refund Generated due to adjustment on Bill #0069916072-2023-2023-0000-00	Over Assessment	5/3/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$72.45) (\$46.99) \$0.00	\$0.00 \$0.00 \$0.00	(\$72.45) (\$46.99) \$0.00	
																		Refund	\$0.00	\$119.44
MARTIN, KIMBERLY JOHNSON	MARTIN, KIMBERLY JOHNSON		169 POPLAR WOODS DR		CONCORD, NC 28027	Proration	0028433179	89535T	PENDING	205913394	Refund Generated due to proration on Bill #0028433179-2023-2023-0000-00	Vehicle Totalled	5/8/2024		C ADVL FR11ADVL FR11ADVL	TAX TAX TAX	(\$24.08) (\$2.77) \$0.00	\$0.00 \$0.00 \$0.00	(\$24.08) (\$2.77) \$0.00	
																		Refund	\$0.00	\$26.85
MCCOMAS, ROGER AUSTIN	MCCOMAS, ROGER AUSTIN		804 ROGERS LAKE RD		KANNAPOLIS, NC 28081	Proration	0074977338	JCS579	PENDING	309892425	Refund Generated due to proration on Bill #0074977338-2023-2023-0000-00	Vehicle Sold	5/22/2024		C ADVL CI04ADVL CI04ADVL	TAX TAX VEHICLE FEE	(\$317.18) (\$270.04) \$0.00	\$0.00 \$0.00 \$0.00	(\$317.18) (\$270.04) \$0.00	
																		Refund	\$0.00	\$587.22
MCCORMACK, JAN EVANS	MCCORMACK, JAN EVANS		5500 RIVER FALLS DR		CHARLOTTE, NC 28215	Proration	0043294429	FHH3496	PENDING	205847058	Refund Generated due to proration on Bill #0043294429-2022-2022-0000-00	Vehicle Totalled	5/7/2024		C ADVL FR07ADVL FR07ADVL	TAX TAX TAX	(\$17.44) (\$3.54) \$0.00	\$0.00 \$0.00 \$0.00	(\$17.44) (\$3.54) \$0.00	
																		Refund	\$0.00	\$20.98
MCCOY, ERIC LEON	MCCOY, ERIC LEON		104 TRADEWIND LN		CONCORD, NC 28025	Proration	0076972840	FDP5921	PENDING	205913380	Refund Generated due to proration on Bill #0076972840-2023-2023-0000-00	Vehicle Sold	5/8/2024		C ADVL FR04ADVL FR04ADVL	TAX TAX TAX	(\$202.34) (\$30.08) \$0.00	\$0.00 \$0.00 \$0.00	(\$202.34) (\$30.08) \$0.00	
																		Refund	\$0.00	\$232.42
MEKALA, RAJASEKHAR REDDY	MEKALA, RAJASEKHAR REDDY		3056 SPRING FOREST RD		HARRISBURG, NC 28075	Proration	0075086913	HLP5727	PENDING	207126786	Refund Generated due to proration on Bill #0075086913-2023-2023-0000-00	Vehicle Sold	5/31/2024		C ADVL CI01ADVL CI01ADVL	TAX TAX TAX	(\$57.84) (\$34.00) \$0.00	\$0.00 \$0.00 \$0.00	(\$57.84) (\$34.00) \$0.00	
																		Refund	\$0.00	\$91.84
MIZERA, DAWN MARIE	MIZERA, DAWN MARIE		150 FLINT RIDGE DR		CONCORD, NC 28025	Proration	0039948662	FCE2080	PENDING	205974004	Refund Generated due to proration on Bill #0039948662-2023-2023-0000-00	Vehicle Totalled	5/9/2024		C ADVL FR04ADVL FR04ADVL	TAX TAX TAX	(\$41.78) (\$6.21) \$0.00	\$0.00 \$0.00 \$0.00	(\$41.78) (\$6.21) \$0.00	
																		Refund	\$0.00	\$47.99
MUNGER, LEO EDWARD JR	MUNGER, LEO EDWARD JR		376 WINECOFF WOODS DR NW		CONCORD, NC 28027	Adjustment >= \$100	0078211611	79589	PENDING	310543647	Refund Generated due to adjustment on Bill #0078211611-2023-2023-0000-00	Adjustment	5/30/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$139.86) (\$90.72) \$0.00	\$0.00 \$0.00 \$0.00	(\$139.86) (\$90.72) \$0.00	
																		Refund	\$0.00	\$230.58
NALEWAKJ, BRUCE PAUL	NALEWAKJ, BRUCE PAUL		315 WILLIAMS RD		HARRISBURG, NC 28075	Proration	0057394690	WISHBMW	PENDING	205973826	Refund Generated due to proration on Bill #0057394690-2023-2023-0000-00	Vehicle Totalled	5/9/2024		C ADVL CI01ADVL CI01ADVL	TAX TAX TAX	(\$88.90) (\$52.26) \$0.00	\$0.00 \$0.00 \$0.00	(\$88.90) (\$52.26) \$0.00	
																		Refund	\$0.00	\$141.16
ORTIZ ROMO, CARLOS GREGORIO	ORTIZ ROMO, CARLOS GREGORIO		3589 COUNTY DOWN AVE		KANNAPOLIS, NC 28081	Proration	0073888105	1JL4957	PENDING	310544163	Refund Generated due to proration on Bill #0073888105-2023-2023-0000-00	Vehicle Sold	5/30/2024		C ADVL CI04ADVL CI04ADVL	TAX TAX VEHICLE FEE	(\$76.43) (\$65.07) \$0.00	\$0.00 \$0.00 \$0.00	(\$76.43) (\$65.07) \$0.00	
																		Refund	\$0.00	\$141.50
QUEDRAOGO, MOUSSA	QUEDRAOGO, MOUSSA		904 SUTHERLY DR SE		CONCORD, NC 28025	Proration	0075680915	RHN7992	PENDING	309049605	Refund Generated due to proration on Bill #0075680915-2023-2023-0000-00	Vehicle Sold	5/10/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$12.15) (\$7.88) \$0.00	\$0.00 \$0.00 \$0.00	(\$12.15) (\$7.88) \$0.00	
																		Refund	\$0.00	\$20.03
PATEL, SMITA SANJAY	PATEL, SMITA SANJAY		4909 WYNFORD CT		HARRISBURG, NC 28075	Proration	0048525198	HBR6208	PENDING	207029564	Refund Generated due to proration on Bill #0048525198-2023-2023-0000-00	Vehicle Sold	5/30/2024		C ADVL CI01ADVL CI01ADVL	TAX TAX TAX	(\$7.40) (\$4.35) \$0.00	\$0.00 \$0.00 \$0.00	(\$7.40) (\$4.35) \$0.00	
																		Refund	\$0.00	\$11.75
PEREZ, EDWARD ISAAC	PEREZ, EDWARD ISAAC	BRITO-PEREZ, WENDY PATRICIA	4007 CLOVER RD NW		CONCORD, NC 28027	Adjustment < \$100	0058999053	HBS4014	PENDING	310379718	Refund Generated due to adjustment on Bill #0058999053-2023-2023-0000-00	Mileage	5/28/2024		C ADVL CI02ADVL CI02ADVL	TAX TAX VEHICLE FEE	(\$21.17) (\$13.73) \$0.00	\$0.00 \$0.00 \$0.00	(\$21.17) (\$13.73) \$0.00	
																		Refund	\$0.00	\$34.90
PERRY, FLOYD	PERRY, FLOYD		3967 GARDENVIEW CT		HARRISBURG, NC 28075	Proration	0058184810	WPH3645	PENDING	206667238	Refund Generated due to proration on Bill #0058184810-2023-2023-0000-00	Vehicle Sold	5/23/2024		C ADVL CI01ADVL CI01ADVL	TAX TAX TAX	(\$85.25) (\$50.11) \$0.00	\$0.00 \$0.00 \$0.00	(\$85.25) (\$50.11) \$0.00	



## North Carolina Vehicle Tax System

### Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change	
											Refund Generated due to proration on Bill #0018026020-2022-2022-0000-00	Vehicle Sold	5/16/2024		C ADVL TAX		(\$1.40)	Refund	\$0.00	\$135.36
PERRY, JEANETTE SELBY	PERRY, JEANETTE SELBY		1204 PRESSLEY DOWNS DR SE		CONCORD, NC 28025	Proration	0018026020	PYS3239	PENDING	309461199					C102ADVL TAX		(\$0.91)		\$0.00	(\$0.91)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$2.31
PERSAD, KARL RUSTON	PERSAD, KARL RUSTON		1579 12TH FAIRWAY DR NW		CONCORD, NC 28027	Adjustment >= \$100	0077128781	83941	PENDING	309460815	Refund Generated due to adjustment on Bill #0077128781-2023-2023-0000-00	Adjustment	5/16/2024		C ADVL TAX		(\$273.80)	Refund	\$0.00	(\$273.80)
															C102ADVL TAX		(\$177.60)		\$0.00	(\$177.60)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$451.40
PETERSEN, MARGARET ANN	PETERSEN, MARGARET ANN		1313 RIDGEWOOD DR		CONCORD, NC 28027	Proration	0018007083	YNK9867	PENDING	309460794	Refund Generated due to proration on Bill #0018007083-2022-2022-0000-00	Vehicle Sold	5/16/2024		C ADVL TAX		(\$5.64)	Refund	\$0.00	(\$5.64)
															C104ADVL TAX		(\$4.80)		\$0.00	(\$4.80)
															C104ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$10.44
PHELPS, DAVID RUSSELL	PHELPS, DAVID RUSSELL	PHELPS, VIRGINIA FRAZIER	617 CHADBOURNE AVE NW		CONCORD, NC 28027	Proration	0018013459	MNT4384	PENDING	308204622	Refund Generated due to proration on Bill #0018013459-2022-2022-0000-00	Vehicle Totalled	5/2/2024		C ADVL TAX		(\$4.68)	Refund	\$0.00	(\$4.68)
															C102ADVL TAX		(\$3.03)		\$0.00	(\$3.03)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$7.71
PIERCE HURST, CASEY LEIGH	PIERCE HURST, CASEY LEIGH		11395 CEDARVALE FARM PKWY		MIDLAND, NC 28107	Proration	0059155930	RBP8232	PENDING	206033068	Refund Generated due to proration on Bill #0059155930-2022-2022-0000-00	Vehicle Sold	5/10/2024		C ADVL TAX		(\$19.61)	Refund	\$0.00	(\$19.61)
															FR05ADVL TAX		(\$2.65)		\$0.00	(\$2.65)
																		Refund	\$0.00	\$22.26
POWER TEST INC	POWER TEST INC		309 CARDINAL CREST LN		WAKE FOREST, NC 27587	Proration	0042105287	FR1607	PENDING	205686202	Refund Generated due to proration on Bill #0042105287-2023-2023-0000-00	Vehicle Sold	5/3/2024		C ADVL TAX		(\$160.97)	Refund	\$0.00	(\$160.97)
															C101ADVL TAX		(\$94.63)		\$0.00	(\$94.63)
																		Refund	\$0.00	\$255.60
PRICHARD, ELIZABETH HYDE	PRICHARD, ELIZABETH HYDE		3814 ZEMOSA LN NW		CONCORD, NC 28027	Proration	0043366558	XYM1163	PENDING	310689930	Refund Generated due to proration on Bill #0043366558-2022-2022-0000-00	Vehicle Sold	5/31/2024		C ADVL TAX		(\$6.33)	Refund	\$0.00	(\$6.33)
															C102ADVL TAX		(\$4.10)		\$0.00	(\$4.10)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$10.43
PUDI, RAVINDRA KUMAR	PUDI, RAVINDRA KUMAR		7188 OLD VALLEY WAY		HARRISBURG, NC 28075	Proration	0021374315	JLA9929	PENDING	206920078	Refund Generated due to proration on Bill #0021374315-2023-2023-0000-00	Vehicle Sold	5/28/2024		C ADVL TAX		(\$57.25)	Refund	\$0.00	(\$57.25)
															C101ADVL TAX		(\$33.65)		\$0.00	(\$33.65)
																		Refund	\$0.00	\$90.90
PUGH, MICHAEL CHRISTOPHER	PUGH, MICHAEL CHRISTOPHER		313 CENTRAL AVE		KANNAPOLIS, NC 28081	Proration	0069349188	JAK1213	PENDING	310543560	Refund Generated due to proration on Bill #0069349188-2023-2023-0000-00	Vehicle Totalled	5/30/2024		C ADVL TAX		(\$77.31)	Refund	\$0.00	(\$77.31)
															C104ADVL TAX		(\$65.82)		\$0.00	(\$65.82)
															C104ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$143.13
RAHMAN, ATIF	RAHMAN, ATIF		5212 FIREBRICK LN SW		CONCORD, NC 28025	Proration	0070339606	KAH1417	PENDING	309786405	Refund Generated due to proration on Bill #0070339606-2023-2023-0000-00	Vehicle Sold	5/21/2024		C ADVL TAX		(\$42.77)	Refund	\$0.00	(\$42.77)
															C102ADVL TAX		(\$27.74)		\$0.00	(\$27.74)
															C102ADVL VEHICLE FEE		(\$30.00)		\$0.00	(\$30.00)
																		Refund	\$0.00	\$100.51
RIOS SANCHEZ, DEISSY NALLOMY	RIOS SANCHEZ, DEISSY NALLOMY		221 ESPLANADE ST		CHARLOTTE, NC 28262	Proration	0075250314	KCK2297	PENDING	308204322	Refund Generated due to proration on Bill #0075250314-2023-2023-0000-00	Vehicle Totalled	5/1/2024		C ADVL TAX		(\$28.67)	Refund	\$0.00	(\$28.67)
															C102ADVL TAX		(\$18.60)		(\$0.93)	(\$19.53)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$49.64
RIVADENEIRA FLOR, JIMMY A	RIVADENEIRA FLOR, JIMMY A		2635 JAMESON DR NW		CONCORD, NC 28027	Proration	0068497417	JHV7218	PENDING	309248712	Refund Generated due to proration on Bill #0068497417-2022-2022-0000-00	Vehicle Sold	5/13/2024		C ADVL TAX		(\$57.60)	Refund	\$0.00	(\$57.60)
															C102ADVL TAX		(\$37.36)		\$0.00	(\$37.36)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$94.96
ROBERTS, KATHLEEN TINNELL	ROBERTS, KATHLEEN TINNELL	ROBERTS, JAMES ANDERSON	6120 FERNCLIFF DR NW		CONCORD, NC 28027	Proration	0063060553	HET3316	PENDING	309360147	Refund Generated due to proration on Bill #0063060553-2023-2023-0000-00	Vehicle Sold	5/15/2024		C ADVL TAX		(\$58.41)	Refund	\$0.00	(\$58.41)
															C102ADVL TAX		(\$37.89)		\$0.00	(\$37.89)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$96.30
ROSE, JOSEPH	ROSE, JOSEPH		4222 FALLS LAKE DR SW		CONCORD, NC 28025	Proration	0073066084	KKJ9323	PENDING	309360195	Refund Generated due to proration on Bill #0073066084-2022-2022-0000-00	Vehicle Sold	5/15/2024		C ADVL TAX		(\$41.31)	Refund	\$0.00	(\$41.31)
															C102ADVL TAX		(\$26.80)		\$0.00	(\$26.80)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$68.11
RUOCCO, DANIEL JESUS	RUOCCO, DANIEL JESUS		9581 ESTRIDGE LN		CONCORD, NC 28027	Proration	0068621367	HWN3693	PENDING	309259233	Refund Generated due to proration on Bill #0068621367-2023-2023-0000-00	Vehicle Totalled	5/14/2024		C ADVL TAX		(\$104.77)	Refund	\$0.00	(\$104.77)
															C104ADVL TAX		(\$89.20)		\$0.00	(\$89.20)
															C104ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$193.97
SELVARAJ, GOBI	SELVARAJ, GOBI		11056 TELEGRAPH RD NW		CONCORD, NC 28027	Proration	0070999148	TMY3952	PENDING	309771435	Refund Generated due to proration on Bill #0070999148-2022-2022-0000-00	Vehicle Sold	5/20/2024		C ADVL TAX		(\$22.74)	Refund	\$0.00	(\$22.74)
															C102ADVL TAX		(\$14.75)		\$0.00	(\$14.75)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$37.49
SHAH, ALPESH KANTILAL	SHAH, ALPESH KANTILAL		8439 BRETON WAY		HARRISBURG, NC 28075	Adjustment < \$100	0071608555	KHH6251	PENDING	206920118	Refund Generated due to adjustment on Bill #0071608555-2023-2023-0000-00	Adjustment	5/28/2024		C ADVL TAX		(\$37.44)	Refund	\$0.00	(\$37.44)
															C101ADVL TAX		(\$22.01)		\$0.00	(\$22.01)
																		Refund	\$0.00	\$59.45
SHAREEF, KEVIN AMIR ALEEM	SHAREEF, KEVIN AMIR ALEEM		1505 WILBURN PARK LN NW		CHARLOTTE, NC 28269	Proration	0070850098	JLD3725	PENDING	309893001	Refund Generated due to proration on Bill #0070850098-2023-2023-0000-00	Vehicle Sold	5/22/2024		C ADVL TAX		(\$228.67)	Refund	\$0.00	(\$228.67)
															C102ADVL TAX		(\$148.32)		(\$7.41)	(\$155.73)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$395.84
SHEPPARD, KATHRYN ADAMS	SHEPPARD, KATHRYN ADAMS		679 ABINGTON DR NE		CONCORD, NC 28025	Proration	0069635255	RBP7971	PENDING	308205075	Refund Generated due to proration on Bill #0069635255-2023-2023-0000-00	Vehicle Sold	5/2/2024		C ADVL TAX		(\$11.33)	Refund	\$0.00	(\$11.33)
															C102ADVL TAX		(\$7.35)		\$0.00	(\$7.35)
															C102ADVL VEHICLE FEE		\$0.00		\$0.00	\$0.00
																		Refund	\$0.00	\$18.68
SLOBODYANIK, SLOBODYANIK,	SLOBODYANIK, SLOBODYANIK,										Refund Generated				C ADVL TAX		(\$68.55)	Refund	(\$3.43)	(\$71.98)



## North Carolina Vehicle Tax System

## Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change	
NINA KONSTANTINOVNA	NINA KONSTANTINOVNA		522 CABARRUS AVE W		CONCORD, NC 28027	Proration	0071816475	REB3925	PENDING	309786399	due to proration on Bill #0071816475-2022-2022-0000-00	Insurance Lapse	5/21/2024		C102ADVL	TAX	(\$44.46)	(\$2.22)	(\$46.68)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
																		Refund		\$118.66
SMITH, BRADLEY KEITH	SMITH, BRADLEY KEITH		9956 CLARKES VIEW PL NW		CONCORD, NC 28027	Proration	0064185862	JEP9537	PENDING	310689825	Refund Generated due to proration on Bill #0064185862-2023-2023-0000-00	Vehicle Totalled	5/31/2024		C ADVL	TAX	(\$44.20)	\$0.00	(\$44.20)	
															C102ADVL	TAX	(\$28.67)	\$0.00	(\$28.67)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
STANCIL, STEVEN MARK	STANCIL, STEVEN MARK		PO BOX 183		LOCUST, NC 28097	Adjustment < \$100	0078532746	XRS167	PENDING	414058332	Refund Generated due to adjustment on Bill #0078532746-2023-2023-0000-00	Situs error	5/30/2024		C ADVL	TAX	\$0.00	\$0.00	\$0.00	
															C102ADVL	TAX	(\$11.90)	\$0.00	(\$11.90)	
															C102ADVL	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)	
STANLY COUNTY TAX	STATEN, TAYLOR NICOLE		PO BOX 707		CONCORD, NC 28026	Adjustment >= \$100	0074643637	FFX9776	PENDING	308870565	[ASW108] - kerund Generated due to adjustment on abstract # - 0074643637-2022-2022-0000-00	Situs error	5/8/2024		C ADVL	TAX	(\$109.74)	\$0.00	(\$109.74)	
															C102ADVL	TAX	(\$71.18)	\$0.00	(\$71.18)	
															C102ADVL	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)	
STEPHENS, CURTIS WILLIAM III	STEPHENS, WILLIAM III		4032 TROON DR SW		CONCORD, NC 28027	Proration	0024751064	CJS7997	PENDING	308204349	Refund Generated due to proration on Bill #0024751064-2022-2022-0000-00	Vehicle Totalled	5/1/2024		C ADVL	TAX	(\$4.48)	\$0.00	(\$4.48)	
															C102ADVL	TAX	(\$2.90)	\$0.00	(\$2.90)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
STIREWALT, JEAN LALONDE	STIREWALT, JEAN LALONDE	STIREWALT, TERRY LEE	1201 BRANTLEY RD		KANNAPOLIS, NC 28083	Proration	0062508714	CK76416	PENDING	308870463	Refund Generated due to proration on Bill #0062508714-2022-2022-0000-00	Vehicle Sold	5/8/2024		C ADVL	TAX	(\$31.85)	(\$1.59)	(\$33.44)	
															C104ADVL	TAX	(\$27.11)	(\$1.36)	(\$28.47)	
															C104ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
SULT, ERROLL CLIFFORD JR	SULT, ERROLL CLIFFORD JR	SULT, CHARLOTTE COOK	7200 DEVONSHIRE DR		KANNAPOLIS, NC 28081	Proration	0072716908	CEB3882	PENDING	206667010	Refund Generated due to proration on Bill #0072716908-2022-2022-0000-00	Vehicle Sold	5/23/2024		C ADVL	TAX	(\$91.19)	\$0.00	(\$91.19)	
															FR01ADVL	TAX	(\$12.32)	\$0.00	(\$12.32)	
																		Refund		\$103.51
SUSON, LEONARD MARK	SUSON, LEONARD MARK	SUSON, JOLINDA KAY	210 VIRGINIA ST SE		CONCORD, NC 28025	Proration	0069687421	FJN6360	PENDING	309460611	Refund Generated due to proration on Bill #0069687421-2022-2022-0000-00	Vehicle Sold	5/16/2024		C ADVL	TAX	(\$43.93)	(\$2.85)	(\$46.78)	
															C102ADVL	TAX	(\$28.50)	(\$1.85)	(\$30.35)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
SUTHER, DAVID ALLISON	SUTHER, DAVID ALLISON		636 KNOLLCREST DR NE		CONCORD, NC 28025	Adjustment >= \$100	0078084154	83111	PENDING	309048879	Refund Generated due to adjustment on Bill #0078084154-2023-2023-0000-00	Adjustment	5/10/2024		C ADVL	TAX	(\$140.60)	\$0.00	(\$140.60)	
															C102ADVL	TAX	(\$91.20)	\$0.00	(\$91.20)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
SZOLNOKI, MACKENNA KATE	SZOLNOKI, MACKENNA KATE		160 N HILL LANE		TROUTMAN, NC 28166	Proration	0062275397	CHILLNIT	PENDING	308756988	Refund Generated due to proration on Bill #0062275397-2023-2023-0000-00	Vehicle Sold	5/6/2024		C ADVL	TAX	(\$98.07)	\$0.00	(\$98.07)	
															C104ADVL	TAX	(\$83.49)	\$0.00	(\$83.49)	
															C104ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
TALL, KARMEN DENIZE	TALL, KARMEN DENIZE	TALL, BRUCE JAYSON	4385 BRIDGE POINTE DR		HARRISBURG, NC 28075	Proration	0064701748	ELE4076	PENDING	206172902	Refund Generated due to proration on Bill #0064701748-2022-2022-0000-00	Vehicle Totalled	5/14/2024		C ADVL	TAX	(\$5.85)	\$0.00	(\$5.85)	
															C101ADVL	TAX	(\$3.44)	\$0.00	(\$3.44)	
																		Refund		\$9.29
TANNER, JAMES MICHAEL	TANNER, JAMES MICHAEL		12070 MOUNT OLIVE RD		GOLD HILL, NC 28071	Adjustment < \$100	0078150582	TX5440	PENDING	412332064	Refund Generated due to adjustment on Bill #0078150582-2023-2023-0000-00	Situs error	5/13/2024		C ADVL	TAX	\$0.00	\$0.00	\$0.00	
															C102ADVL	TAX	(\$28.75)	\$0.00	(\$28.75)	
															C102ADVL	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)	
TEXTOR, BRITTANY ANNA	TEXTOR, BRITTANY ANNA		637 HYDE PARK DR NE		CONCORD, NC 28025	Proration	0067794414	DBD5379	PENDING	308757105	Refund Generated due to proration on Bill #0067794414-2023-2023-0000-00	Vehicle Totalled	5/6/2024		FR17ADVL	TAX	\$5.39	\$0.00	\$5.39	
																		Refund		\$53.36
															C ADVL	TAX	(\$35.61)	\$0.00	(\$35.61)	
THAKKAR, NEHAL PARESH	THAKKAR, NEHAL PARESH		10230 ENCLAVE CIR		CONCORD, NC 28027	Proration	0066295549	RCP5598	PENDING	206172768	Refund Generated due to proration on Bill #0066295549-2022-2022-0000-00	Vehicle Sold	5/14/2024		C102ADVL	TAX	(\$23.10)	\$0.00	(\$23.10)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
																		Refund		\$58.71
THAPA, ANKIT	THAPA, ANKIT		9006 EVERCRISP LN		CHARLOTTE, NC 28125	Proration	0073786416	RHR9641	PENDING	310379631	Refund Generated due to proration on Bill #0073786416-2023-2023-0000-00	Vehicle Sold	5/28/2024		C ADVL	TAX	(\$54.72)	\$0.00	(\$54.72)	
															C102ADVL	TAX	(\$67.91)	\$0.00	(\$67.91)	
															C102ADVL	TAX	(\$44.05)	\$0.00	(\$44.05)	
TRANHAM, ERIN JUNE	TRANHAM, ERIN JUNE		2490 SUSIE BRUMLEY PL NW		CONCORD, NC 28027	Proration	0061302145	YYF7220	PENDING	308756679	Refund Generated due to proration on Bill #0061302145-2022-2022-0000-00	Reg . Out of state	5/6/2024		C102ADVL	TAX	(\$67.91)	\$0.00	(\$67.91)	
															C102ADVL	TAX	(\$44.05)	\$0.00	(\$44.05)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
TRANHAM, THAD JOSEPH	TRANHAM, THAD JOSEPH		2490 SUSIE BRUMLEY PL NW		CONCORD, NC 28027	Proration	0057860747	FHB2695	PENDING	308756682	Refund Generated due to proration on Bill #0057860747-2023-2023-0000-00	Reg . Out of state	5/6/2024		C ADVL	TAX	(\$108.24)	\$0.00	(\$108.24)	
															C102ADVL	TAX	(\$70.21)	\$0.00	(\$70.21)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
TUCKER, AMY VREUGDENHIL	TUCKER, AMY VREUGDENHIL	TUCKER, LEE JAY	4490 ARTDALE RD SW		CONCORD, NC 28027	Proration	0068911170	F565IC	PENDING	308756877	Refund Generated due to proration on Bill #0068911170-2023-2023-0000-00	Vehicle Sold	5/6/2024		C ADVL	TAX	(\$123.26)	\$0.00	(\$123.26)	
															C102ADVL	TAX	(\$79.96)	\$0.00	(\$79.96)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
TURNER, STEVEN DERICK	TURNER, STEVEN DERICK		366 QUEENS DR SW		CONCORD, NC 28025	Proration	0074716078	KLC1027	PENDING	309259797	Refund Generated due to proration on Bill #0074716078-2023-2023-0000-00	Vehicle Sold	5/14/2024		C ADVL	TAX	(\$106.26)	\$0.00	(\$106.26)	
															C102ADVL	TAX	(\$68.93)	\$0.00	(\$68.93)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
															C ADVL	TAX	(\$20.97)	\$0.00	(\$20.97)	
															C102ADVL	TAX	(\$13.60)	\$0.00	(\$13.60)	
															C102ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00	
																	Refund		\$34.57	



## North Carolina Vehicle Tax System

### Pending Refund Report

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 2	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Authorization Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
TURNER, STEVEN DERICK	TURNER, STEVEN DERICK		366 QUEENS DR SW		CONCORD, NC 28025	Proration	0074432467	KBW9056	PENDING	309259806	Refund Generated due to proration on Bill #0074432467-2022-2022-0000-00	Vehicle Sold	5/14/2024		C ADVL	TAX	(\$2.71)	\$0.00	(\$2.71)
															CI02ADVL	TAX	(\$1.76)	\$0.00	(\$1.76)
															CI02ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																		Refund	
																			\$4.47
VANDEWARK, JASON STEWART	VANDEWARK, JASON STEWART		1497 SAINT ANNES CT NW		CONCORD, NC 28027	Proration	0036337607	JJE6722	PENDING	309049383	Refund Generated due to proration on Bill #0036337607-2022-2022-0000-00	Vehicle Sold	5/10/2024		C ADVL	TAX	(\$11.15)	\$0.00	(\$11.15)
															CI02ADVL	TAX	(\$7.23)	\$0.00	(\$7.23)
															CI02ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																		Refund	
																			\$18.38
VREUGDENHIL, GARRY GENE	VREUGDENHIL, GARRY GENE	VREUGDENHIL, LINDA BULTJE	9091 TREETOP WAY NW		CONCORD, NC 28027	Proration	0060485918	KA5877	PENDING	310000608	Refund Generated due to proration on Bill #0060485918-2022-2022-0000-00	Vehicle Sold	5/23/2024		C ADVL	TAX	(\$24.88)	\$0.00	(\$24.88)
															CI02ADVL	TAX	(\$16.14)	\$0.00	(\$16.14)
															CI02ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																		Refund	
																			\$41.02
WATER & SEWER AUTHORITY OF CABARRUS COUNTY	WATER & SEWER AUTHORITY OF CABARRUS COUNTY		232 DAVIDSON HWY		CONCORD, NC 28027	Adjustment >=\$100	0078288089	LBL1632	PENDING	310110294	Refund Generated due to adjustment on Bill #0078288089-2023-2023-0000-00	Exempt Property	5/24/2024		C ADVL	TAX	(\$379.74)	\$0.00	(\$379.74)
															CI02ADVL	TAX	(\$246.32)	\$0.00	(\$246.32)
															CI02ADVL	VEHICLE FEE	(\$30.00)	\$0.00	(\$30.00)
																		Refund	
																			\$656.06
WILKES, STACIA ANDREA	WILKES, STACIA ANDREA		3316 GLEN LAUREL DR		CONCORD, NC 28025	Proration	0070063171	KEA5053	PENDING	205847180	Refund Generated due to proration on Bill #0070063171-2023-2023-0000-00	Vehicle Totalled	5/7/2024		C ADVL	TAX	(\$77.47)	\$0.00	(\$77.47)
															FR04ADVL	TAX	(\$11.51)	\$0.00	(\$11.51)
																		Refund	
																			\$88.98
WILLIAMS, ROBERT JOSEPH	WILLIAMS, ROBERT JOSEPH	WILLIAMS, ERICA ANNE MARIE	712 BAROSSA VALLEY DR NW		CONCORD, NC 28027	Proration	0070267148	KEL9358	PENDING	309771414	Refund Generated due to proration on Bill #0070267148-2023-2023-0000-00	Vehicle Sold	5/20/2024		C ADVL	TAX	(\$117.76)	(\$5.89)	(\$123.65)
															CI02ADVL	TAX	(\$76.39)	(\$3.82)	(\$80.21)
															CI02ADVL	VEHICLE FEE	\$0.00	\$0.00	\$0.00
																		Refund	
																			\$203.86
ZAZZETTI, DENO	ZAZZETTI, DENO	ZAZZETTI, PATRICIA LYNN	7234 FIDDLERS GLEN DRIVE		ARRINGTON, TN 37014	Proration	0068243910	HD9454E	PENDING	206307572	Refund Generated due to proration on Bill #0068243910-2023-2023-0000-00	Reg . Out of state	5/16/2024		C ADVL	TAX	(\$151.65)	\$0.00	(\$151.65)
															CI01ADVL	TAX	(\$89.15)	\$0.00	(\$89.15)
																		Refund	
																			\$240.80
ZAZZETTI, PATRICIA LYNN	ZAZZETTI, PATRICIA LYNN	ZAZZETTI, DENO	7234 FIDDLERS GLEN		ARRINGTON, TN 37014	Proration	0068220107	HMY3208	PENDING	206307426	Refund Generated due to proration on Bill #0068220107-2023-2023-0000-00	Reg . Out of state	5/16/2024		C ADVL	TAX	(\$182.43)	\$0.00	(\$182.43)
															CI01ADVL	TAX	(\$107.24)	\$0.00	(\$107.24)
																		Refund	
																		Refund Total	
																			\$16062.28

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

New Business

### **SUBJECT:**

County Manager - FY 2025 Economic Development Allocation - Public Hearing 6:30 p.m.

### **BRIEF SUMMARY:**

Pursuant to N.C. General Statute 158-7.1, the County must conduct a separate public hearing for economic development appropriations. A funding plan is approved during the public hearing when each new economic incentive is approved, and now one is required for the County's annual appropriation for the contribution to the Cabarrus Economic Development Corporation.

### **REQUESTED ACTION:**

Hold a public hearing.

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

5 Minutes

### **SUBMITTED BY:**

Mike Downs, County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

---

### **ATTACHMENTS:**

Public Hearing Notice



**CABARRUS COUNTY  
BOARD OF COMMISSIONERS**

**NOTICE OF PUBLIC HEARING  
June 17, 2024 – 6:30 P.M.**

**Economic Development Appropriation**

Notice is hereby given that the Cabarrus County Board of Commissioners will hold a public hearing at 6:30 p.m. (or as soon thereafter as persons may be heard) on Monday, June 17, 2024, to receive public input on the proposed allocation of funds for the following economic development appropriation:

Organization	FY 2023-2024 Recommended	Services Provided	Economic Development Purpose
Cabarrus County Economic Development Corporation	\$400,000	Promotes economic development within Cabarrus County by recruiting new businesses and encouraging retention and expansion of existing businesses.	Job retention, Increase in employment, and industry expansion & recruitment

The Board of Commissioners will consider this recommendation, and approval will include allocating the appropriation in conjunction with the adoption of the FY 2025 annual budget.

For ease of access the Board of Commissioners' meetings will continue to be broadcast live on Channel 22, <https://www.youtube.com/cabarruscounty> and <https://www.cabarruscounty.us/cabcotv>

If reasonable accommodations are needed, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

Lauren Linker, Clerk to the Board

Posted June 5, 2024

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

New Business

### **SUBJECT:**

Finance - Refinancing of Draw Program - Public Hearing 6:30 p.m.

### **BRIEF SUMMARY:**

Cabarrus County plans to refinance its current Draw Program with fixed financing in July. As part of that process, a public hearing will be required, which will be at the June 17, 2024 Board of Commissioner's Regular Meeting.

The County plans to refinance up to \$230,000,000 as part of the financing to pay off the current draw program and purchase the ACN building.

### **REQUESTED ACTION:**

Hold the Public Hearing.

Motion to approve the necessary resolution.

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

1 Minute

### **SUBMITTED BY:**

Jim Howden, Finance Director

### **BUDGET AMENDMENT REQUIRED:**

No

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



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**ATTACHMENTS:**

- ▢ Resolution
- ▢ Installment Finance Contract
- ▢ Indenture of Trust
- ▢ Public Hearing Notice - Website
- ▢ Public Hearing Notice - Newspaper



RESOLUTION APPROVING REFINANCING OF PRIOR INSTALLMENT FINANCING CONTRACT FINANCINGS AND FINANCING OF VARIOUS PUBLIC PROJECTS IN AN AGGREGATE PRINCIPAL AMOUNT UP TO \$230,000,000; THE EXECUTION AND DELIVERY BY THE CABARRUS COUNTY DEVELOPMENT CORPORATION OF ONE OR MORE SERIES OF LIMITED OBLIGATION BONDS RELATED THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the Board of Commissioners desires to approve a proposed plan of finance in an aggregate principal amount of up to \$230,000,000, which plan would involve the entry by the County into one or more installment financing contracts (or amendments to one or more outstanding installment financing contracts) with the Cabarrus County Development Corporation (the "Corporation") or one or more third parties pursuant to North Carolina General Statutes §160A-20, as amended, the proceeds of which would be used to (a) refinance all or a portion of one or more installment financing contracts previously executed and delivered by the County, which prior installment financing contracts paid all or a portion of the costs of acquiring, constructing and equipping various public facilities and related improvements and costs (collectively the "Refunded Projects") and (b) finance all or a portion of the costs of (i) the acquisition of land to be used as the site of a new human services facility, (ii) the acquisition of any necessary rights-of-way and easements related to the foregoing, (iii) various real and personal property improvements related to each of the foregoing (i) and (ii) and (iv) certain additional improvements related to the Refunded Projects (collectively, the "New Money Projects" and, together with the Refunded Projects, the "Projects"), and under said one or more installment financing contracts (or amendments to one or more outstanding installment financing contracts) the County would secure the repayment by the County of the moneys advanced pursuant to such one or more installment financing contracts (or amendments to one or more outstanding installment financing contracts) by granting a security interest in and lien on all or some portion of the Projects and/or in all or some portion of the real property on which the Projects are located;

WHEREAS, as part of said proposed plan of finance, the Corporation will execute and deliver one or more series of Limited Obligation Bonds in said one or more installment financing contracts (or amendments to one or more outstanding installment financing contracts) in an aggregate principal amount not exceeding \$230,000,000 to finance the advancement of moneys to the County pursuant to said one or more installment financing contracts (or amendments to one or more outstanding installment financing contracts) between the County and the Corporation or one or more third parties;

WHEREAS, there have been submitted to this meeting draft forms of the following documents (the “Financing Documents”) with respect to the refinancing of said one or more prior installment financing contracts and financing and refinancing the Projects:

(1) an Installment Financing Contract, proposed to be dated on or about July 1, 2024 (or such other date(s) as may be selected by the County), between the County and the Corporation (or one or more third parties) as counterparty (the “2024A Contract(s)”), pursuant to which the Corporation (or such one or more third parties) will advance moneys to the County to (a) refinance all or a portion of the Prior Contract (as defined in the 2024A Contract(s)) and the Projects financed thereby and (b) obtain funds to acquire, construct, renovate and equip the Project, including specifically the 2024A Project (as each term is defined in the 2024A Contract(s)) and the County agrees to make periodic installment payments (the “Installment Payments”) to repay the moneys so advanced, with or without interest, as applicable;

(2) a Deed of Trust, Security Agreement and Fixture Filing (the “2024A Deed of Trust”), proposed to be dated on or about July 1, 2024, among the County as Grantor, the Corporation (or such one or more third parties) as Beneficiary and the trustee named therein, by which the County would secure its obligations to the Corporation (or such one or more third parties) under the 2024A Contract(s); and

(3) an Indenture of Trust, proposed to be dated on or about July 1, 2024 (the “2024A Trust Indenture”), between the Corporation and the trustee named therein, as trustee (the “2024A Trustee”), pursuant to which there may be executed and delivered from time to time Certificates of Participation and/or Limited Obligation Bonds, including, without limitation, the Limited Obligation Refunding Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2024A (collectively, the “2024A Certificates and/or Bonds”), the proceeds of which will be used to advance the moneys to the County under the 2024A Contract(s); and

WHEREAS, the obligations of the County to make Installment Payments and other payments pursuant to the 2024A Contract(s) shall constitute limited obligations of the County payable solely from currently budgeted appropriations of the County and shall not constitute a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation;

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under the Contract(s), and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under the Contract(s); and

WHEREAS, the Board of Commissioners desires to approve the Financing Documents and to authorize other actions in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, as follows:

Section 1. All actions taken by or on behalf of the County to date to effectuate the proposed plan of finance, including the selection of BofA Securities, Inc. and Piper Sandler & Co., as Underwriters and/or Placement Agents and Maynard Nexsen PC, as special counsel, are hereby ratified, approved and authorized pursuant to and in accordance with the transactions contemplated by the Financing Documents.

Section 2. The Board of Commissioners hereby finds and confirms that (i) the refinancing of all or a portion of the Prior Contract previously executed and delivered by the County and the Refunded Projects by one or more installment financing contracts to be executed and delivered by the County is necessary and expedient for the County; (ii) the refinancing of all or a portion of the Prior Contract previously executed and delivered by the County and the Refunded Projects by one or more installment financing contracts to be executed and delivered by the County, under the circumstances, is preferable to a bond issue by the County; (iii) the sums to fall due under said one or more installment financing contracts to be executed and delivered by the County are adequate and not excessive for their proposed purpose; (iv) the County's debt management procedures and policies are good and its debt will continue to be managed in strict compliance with law; (v) the increase in taxes, if any, necessary to meet the sums to fall due under said one or more installment financing contracts to be executed and delivered by the County will not be excessive; and (vi) the County is not in default regarding its debt service obligations.

Section 3. The refinancing of all or a portion of the Prior Contract and the Refunded Projects, and the granting of security interests therein, all as provided in the Financing Documents referenced in this Resolution, are hereby ratified and approved.

Section 4. The Board of Commissioners hereby finds and confirms that (i) the 2024A Project and the financing thereof by one or more installment financing contracts is necessary and expedient for the County; (ii) financing of the 2024A Project by one or more installment financing contracts, under the circumstances, is preferable to a bond issue by the County; (iii) the sums to fall due under said one or more installment financing contracts are adequate and not excessive for their proposed purpose; (iv) the County's debt management procedures and policies are good and its debt will continue to be managed in strict compliance with law; (v) the increase in taxes, if any, necessary to meet the sums to fall due under said one or more installment financing contracts will not be excessive; and (vi) the County is not in default regarding any of its debt service obligations.

Section 5. The acquisition, construction and equipping of the 2024A Project, the financing thereof and the granting of security interests therein, all as provided in the Financing Documents referenced in this Resolution, are hereby ratified and approved.

Section 6. Each the 2024A Contract(s) and the Deed of Trust is hereby approved in substantially the form submitted to this meeting, and each of the Chairman of the Board of Commissioners or the County Manager is hereby authorized to execute and deliver each of those documents in the name and on behalf of the County, with such changes, insertions or omissions as the persons executing such documents may approve, including but not limited to changes, insertions or omissions related to obtaining a policy of municipal bond insurance with respect to all or a portion of any Certificates and/or Bonds, their execution and delivery thereof to constitute conclusive evidence of such approval. The County Clerk is hereby authorized to affix the seal of the County to each of said documents as may be appropriate and to attest to the same.

Section 7. The 2024A Trust Indenture (including the form of Certificate and/or Bond) is hereby approved in substantially the form submitted to this meeting, with such changes, insertions or omissions as appropriate, including but not limited to changes, insertions or omissions related to obtaining a policy of municipal bond insurance with respect to all or a portion of any Certificates and/or Bonds, as the representative(s) of the County executing the 2024A Contract(s) may approve, the execution and delivery of the 2024A Contract(s) to constitute conclusive evidence of such approval. The Board of Commissioners hereby approves the sale of Certificates and/or Bonds

by the Corporation in an aggregate principal amount not in excess of the amount of moneys to be advanced to the County pursuant to the 2024A Contract(s).

Section 8. Each of the Chairman of the Board of Commissioners, the County Manager and the Finance Director are authorized to approve all details of the (a) refinancing of all or a portion of the Prior Contract and the related portion of the Refunded Projects and (b) the financing of the 2024A Project, including, without limitation, the amount advanced under the 2024A Contract(s) and the aggregate principal amount of the 2024A Limited Obligation Refunding Bonds (which shall not exceed \$230,000,000), the maturities, the principal amounts and the interest amounts of the Installment Payments and the 2024A Limited Obligation Refunding Bonds, which interest amounts (calculated with respect to the 2024A Limited Obligation Refunding Bonds) shall not exceed 6.0% per annum on an effective interest cost basis, the prepayment terms and prices (which shall not exceed 103% of the principal amount being prepaid) and the Underwriters' discount (exclusive of any original issue discount) or Placement Agents' compensation (which shall not exceed 2.0% of the principal amount of the 2024A Limited Obligation Refunding Bonds). Execution of the 2024A Contract(s) by the Chairman of the Board of Commissioners or the County Manager shall conclusively evidence such approval of all such details of said plan of finance.

Section 9. The Chairman of the Board of Commissioners, the County Manager, the Finance Director and the County Attorney are hereby authorized to take any and all such further action, including approval of modifications to the Financing Documents, and to execute and deliver for and on behalf of the County such other documents and certificates (including, without limitation, agreements with securities depositories, financing statements, one or more new leases or amendments to existing leases relating to the R. Brown McAllister Elementary School Site, one or more escrow deposit agreements, one or more contracts of purchase or purchase agreements, one or more placement agreements, one or more private placement agreements or other offering documents or memoranda, tax certificates and agreements and other documents and agreements (including repurchase agreements) relating to the investment of the proceeds from the execution and delivery of the 2024A Contract(s) as they may deem necessary or advisable to carry out the intent of this resolution and to effect the plan of finance pursuant to the 2024A Contract(s) and the other Financing Documents. Execution of such documents (or, in the case of any preliminary official statement or official statement, delivery of such documents) by the above-referenced officers shall conclusively evidence approval thereof by the Board of Commissioners. The Clerk to the Board is hereby authorized to affix the seal of the County to such documents and certificates



as may be appropriate and to attest to the same and to execute and deliver the same as may be needed. In addition, said officers are hereby authorized to cooperate with the Underwriters and/or Placement Agents in preparing and filing such filings under state securities or “blue sky” laws (including special consents to service of process) as the Underwriters and/or Placement Agents may request and as the Chairman of the Board of Commissioners, the County Manager or the Finance Director shall determine.

Section 10. The Finance Director shall prepare and file a sworn statement of debt with the LGC and the Clerk to the Board in accordance with North Carolina General Statutes Section 159-150.

Section 11. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will do and perform all acts and things to comply with the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), in order to assure that interest paid with respect to the 2024A Limited Obligation Refunding Bonds will not be includable in the gross income of the owners thereof for purposes of federal income taxation, except to the extent that the County obtains an opinion of bond counsel to the effect that noncompliance would not result in interest with respect to the 2024A Limited Obligation Refunding Bonds being includable in the gross income of the owners of the 2024A Limited Obligation Refunding Bonds for purposes of federal income taxation.

Section 12. This Resolution shall become effective immediately upon its adoption.

Adopted this 17<sup>th</sup> day of June, 2024.

---

Stephen M. Morris, Chairman  
Cabarrus county Board of Commissioners

ATTEST:

---

Lauren Linker, Clerk to the Board

**INSTALLMENT FINANCING CONTRACT**

**BETWEEN**

**CABARRUS COUNTY DEVELOPMENT CORPORATION**

**AND**

**COUNTY OF CABARRUS, NORTH CAROLINA**

Dated as of  
July 1, 2024

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THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL  
CONTROL ACT.

---

James Howden  
Finance Director  
County of Cabarrus, North Carolina

## INSTALLMENT FINANCING CONTRACT

**THIS INSTALLMENT FINANCING CONTRACT**, dated as of July 1, 2024 (the "*Contract*"), is between the **CABARRUS COUNTY DEVELOPMENT CORPORATION**, a North Carolina nonprofit corporation (the "*Corporation*"), and the **COUNTY OF CABARRUS, NORTH CAROLINA** (the "*County*"), a political subdivision validly existing under the Constitution, statutes and laws of the State.

### WITNESSETH:

*WHEREAS*, the County of Cabarrus, North Carolina is a duly and regularly created, organized and existing political subdivision validly existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "*State*");

*WHEREAS*, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, to finance or refinance (1) the purchase of real and personal property used, or to be used, for public purposes, by installment contracts that create in some or all of the property purchased a security interest to secure repayment of the purchase price to the seller or to an individual or entity advancing moneys or supplying financing for the purchase transaction and (2) the construction or repair of fixtures or improvements on real property by contracts that create in some or all of the fixtures or improvements, or in all or some portion of the real property on which such fixtures or improvements are located, or in both, a security interest to secure repayment of money advanced or made available for such construction or repair;

*WHEREAS*, the Board of Commissioners of the County of Cabarrus, North Carolina (the "*Board*") has previously determined, and hereby further determines, that it is in the best interest of the County to enter into this Contract to (a) obtain funds to prepay the Prior Contract (as defined hereinafter) in order to obtain long-term financing for the Prior Contract and the various public projects heretofore financed by the Prior Contract; (b) obtain funds to acquire, construct, renovate and equip the Project (as defined hereinafter) and (c) pay certain expenses incurred in connection with the execution and delivery of the 2024A LOBs (as defined hereinafter); and in consideration thereof, the County will make Installment Payments and Additional Payments (as each such term is defined hereinafter) under this Contract;

*WHEREAS*, there will be executed and delivered pursuant to a certain Indenture of Trust dated as of July 1, 2024 (the "*Indenture*") between the Corporation and Regions Bank, as trustee (the "*Trustee*"), Cabarrus County Development Corporation Limited Obligation Refunding Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2024A (the "*2024A LOBs*" and, together with all Additional Obligations (as defined in the Indenture), if any, the "*Obligations*") evidencing proportionate undivided interests in the right to receive certain Revenues (as hereinafter defined) under this Contract;

*WHEREAS*, pursuant to the Indenture, the Corporation has assigned to the Trustee all of its rights, title and interest in and to (i) this Contract (except the rights of the Corporation under Article X, the rights to receive all notices and those Additional Payments payable to the Corporation under this Contract), (ii)



the Deed of Trust (as defined herein) and the Premises (as defined herein) and (iii) all moneys and securities from time to time held by the Trustee under the Indenture in any fund or account, each as further described in the Indenture (collectively, the "*Trust Estate*");

*WHEREAS*, the Obligations evidence proportionate undivided interests in the right to receive certain Revenues and shall be payable solely from the sources provided in the Indenture;

*WHEREAS*, the execution, performance and delivery of this Contract have been authorized, approved and directed by the Board by a resolution passed and adopted by the Board on June 17, 2024;

*WHEREAS*, the execution, delivery and performance of this Contract by the Corporation, and the assignment by the Corporation to the Trustee, pursuant to the Indenture, of the Trust Estate, have been authorized, approved and directed by all necessary and appropriate action of the Corporation;

*WHEREAS*, the obligation of the County to make Installment Payments and Additional Payments shall not constitute a general obligation or other indebtedness of the County within the meaning of the Constitution of the State; and shall not constitute a direct or indirect pledge of the faith and credit or taxing power of the County within the meaning of the Constitution of the State;

*WHEREAS*, in order to secure further the obligation of the County hereunder, the County has entered into a certain Deed of Trust, Security Agreement and Fixture Filing dated as of July 1, 2024 (the "*Deed of Trust*") with the deed of trust trustee named therein, for the benefit of the Corporation and its assignee; and

*WHEREAS*, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under this Contract.

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

## **ARTICLE I**

### **DEFINITIONS**

All words and phrases defined in Article I of the Indenture shall have the same meaning when used in this Contract. In addition, the following terms shall have the meanings specified below unless the context clearly requires otherwise:

*"Additional Payments"* means the reasonable and customary expenses and fees of the Trustee and the Corporation, any expenses of the Corporation in defending an action or proceeding in connection with this Contract or the Indenture, any taxes or any other expenses, including, but not limited to, licenses, permits, state and local income, sales and use or ownership taxes or property taxes which the County or the Corporation is expressly required to pay as a result of this Contract (together with interest that may accrue thereon in the event that the County fails to pay the same).

*"Closing Date"* means July 25, 2024.

*"Code"* means the Internal Revenue Code of 1986, as amended, including regulations promulgated thereunder.

*"Corporation"* means Cabarrus County Development Corporation, a North Carolina nonprofit corporation.

*"County"* means the County of Cabarrus, North Carolina or any successor to its functions.

*"County Representative"* means (i) the Finance Director or the person or persons at the time designated to act on behalf of the County for the purpose of performing any act under this Contract by a written certificate furnished to the Trustee and the Corporation containing the specimen signatures of such person or persons and signed on behalf of the County by the County Manager and the Finance Director of the County, or (ii) if any or all of the County's rights and obligations are assigned hereunder, the person or persons at the time designated to act on behalf of the County and the assignee by a written certificate similarly furnished and of the same tenor.

*"Deed of Trust"* means the Deed of Trust, Security Agreement and Fixture Filing, dated as of July 1, 2024 from the County to the deed of trust trustee named therein, for the benefit of the Corporation or its assignees, all of the terms, definitions, conditions and covenants of which are incorporated herein by reference and are made a part of this Contract as if fully set forth herein.

*"Facilities"* means, collectively, the buildings and other improvements financed or refinanced with the proceeds of the 2024A LOBs and defined herein as the Project, including the 2024A Project described on Exhibit A hereto, and any additional facilities financed with the proceeds of Additional Obligations.

*"Fiscal Year"* means a twelve-month period commencing on the first day of July of any year and ending on the 30th day of June of the succeeding year, or such other twelve-month period which may subsequently be adopted as the Fiscal Year of the County.

*"Fitch"* means Fitch Ratings, Inc., its successors and assigns, and, if such entity for any reason no longer performs the function of a securities rating agency, *"Fitch"* will be deemed to refer to any other nationally recognized securities rating agency designated by the Corporation, by notice to the Trustee and the Purchaser (so long as the 2024A LOBs are outstanding).

*"Indenture"* means the Indenture of Trust dated as of July 1, 2024 between the Corporation and the Trustee, as amended or supplemented from time to time, pursuant to which the Obligations are executed and delivered.

*"Installment Payment Date"* means each February 1 and August 1, commencing [February 1, 2025].

*"Installment Payments"* means those payments made by the County to the Corporation as described in Article III and in the Payment Schedule attached hereto.

*"Moody's"* means Moody's Investors Service, Inc., its successors and assigns, and, if such entity for any reason no longer performs the function of a securities rating agency, *"Moody's"* will be deemed to refer to any other nationally recognized securities rating agency designated by the Corporation, by notice to the Trustee and the Purchaser (so long as the 2024A LOBs are outstanding).

*"Net Proceeds,"* when used with respect to any (i) proceeds from policies of insurance on the Premises which are payable to the Corporation or the Trustee, (ii) proceeds of any condemnation award arising out of the condemnation of all or any portion of the Premises or (iii) proceeds from any sale or lease of the Premises pursuant to the Deed of Trust or otherwise subsequent to an Event of Default, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without

limitation, attorneys' fees and costs) incurred in the collection of such proceeds.

*"Payment Schedule"* means the document attached hereto and incorporated herein by reference, which sets forth the County's Installment Payments.

*"Premises"* means the Premises as defined in the Deed of Trust, which includes only those Sites that are subject to the lien of the Deed of Trust and all buildings, structures, additions and improvements of every nature whatsoever thereon, such as the Facilities that are now or hereafter situated on or about such Sites that are subject to the lien of the Deed of Trust, including fixtures.

*"Project"* shall collectively mean the 2024A Project and all other facilities, equipment and assets financed in whole or in part with proceeds derived from the execution and delivery of Additional Obligations pursuant to Section 2.11 of the Indenture.

*"Prior Contract"* means the Installment Financing Contract between the Corporation and the County, dated as of June 1, 2022.

*"Prior Indenture"* means the Indenture of Trust between the Corporation and the 2022 Trustee, dated as of June 1, 2022.

*"Prior Lender"* means Bank of America, N.A.

*"Prior Trustee"* means Regions Bank, acting in the capacity of trustee for the owners of the Refunded Obligations pursuant to the Prior Indenture.

*"Purchase Price"* means the amount of \$[\_\_\_\_\_] advanced by the Corporation to enable the County to (i) prepay the Prior Contract and (ii) acquire, construct, renovate and equip the Project under the terms of this Contract, as such price may be adjusted in connection with the execution and delivery of Additional Obligations pursuant to Section 2.11 of the Indenture.

*"Rating Agencies"* collectively means Fitch, Moody's and S&P, as applicable, but only if such respective rating agency then has in effect a rating with respect to any rated debt that is payable from the County's general fund.

*"Refunded Obligations"* means the outstanding principal amount of the Corporation's Limited Obligation Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2022B.

*"Revenues"* means (a) all Net Proceeds not applied to the repair or replacement of the Premises; (b) all Installment Payments; and (c) all investment income on all funds and accounts created under the Indenture.

*"S&P"* means Standard & Poor's Ratings Services, a Division of The McGraw Hill Companies, Inc., its successors and assigns, and, if such entity for any reason no longer performs the function of a securities rating agency, *"S&P"* will be deemed to refer to any other nationally recognized securities rating agency designated by the Corporation, by notice to the Trustee and the Purchaser (so long as the 2024A LOBs are outstanding).

*"Sites"* means the tract(s) of real property on which the Facilities are located, each as described in Exhibit A attached hereto and incorporated herein by reference.

*"State"* means the State of North Carolina.

"Trustee" means Regions Bank, acting in the capacity of trustee for the Owners pursuant to the Indenture, and any successor thereto appointed under the Indenture.

"2024A Project" means, collectively, the Sites and the Facilities, each as described on Exhibit A hereto, together with any additions, modifications, attachments, replacements and parts thereof.

## ARTICLE II

### ADVANCE OF PURCHASE PRICE

On the Closing Date, the Corporation hereby makes an advance to the County of the Purchase Price, and the County hereby accepts from the Corporation the Purchase Price to be applied in accordance with the terms and conditions of this Contract. The proceeds of the Purchase Price have been or will be used to (i) prepay the Prior Contract, (ii) pay the Costs of Refunding the 2022B LOBs, (iii) acquire, construct, renovate and equip the Project and (iv) provide money to pay for the cost of financing the acquisition, construction, renovation and equipping of the Project.

## ARTICLE III

### INSTALLMENT PAYMENTS; ADDITIONAL PAYMENTS

Section 3.1. ***Amounts and Times of Installment Payments and Additional Payments.*** As consideration for the Corporation's advance of the Purchase Price, the County shall repay to the Trustee, as assignee of the Corporation, the Purchase Price in installments with interest as provided in this Contract and the Payment Schedule attached hereto (each an "Installment Payment"). Each installment shall be deemed to be an Installment Payment and shall be paid in the amounts and at the times set forth on the Payment Schedule except as provided herein. There shall be credited against the amount of Installment Payments otherwise payable hereunder amounts equal to (i) the portion of the proceeds of the sale of the Obligations which is deposited in the Bond Fund as accrued interest, if any, (ii) earnings derived from the investment of the Bond Fund and the Redemption Fund and (iii) any other moneys not constituting Installment Payments required to be deposited in the Bond Fund. Installment Payments shall be sufficient in the aggregate to repay the Purchase Price together with interest thereon. As further consideration for the Corporation's advance of the Purchase Price, the County shall also pay the Additional Payments, as required herein, on a timely basis directly to the person or entity to which such Additional Payments are owed.

Section 3.2. ***Place of Payments.*** All payments required to be made to the Corporation hereunder shall be made at the Trustee's principal office in immediately available funds or as may be otherwise directed in writing by the Trustee.

Section 3.3. ***Late Charges.*** To the extent permitted by law, if the County fails to pay any Installment Payment or any other sum required to be paid to the Trustee by the first day of the month following the due date thereof, the County shall pay a late payment charge equal to the amount of the delinquency times a per diem rate calculated at the rate(s) borne by each respective Obligation.

Section 3.4. ***No Abatement.*** To the extent permitted by applicable law and Article XIV, there will be no abatement or reduction of the Installment Payments or Additional Payments by the County for any reason, including but not limited to, any failure by the County to appropriate funds to the payment of said Installment Payments or Additional Payments, any defense, recoupment, setoff, counterclaims or any claim (real or imaginary) arising out of or related to the Premises or the acquisition, construction, renovation and equipping of the Project. The County assumes and shall bear the entire risk of loss and damage to the Premises or the Project from any cause whatsoever, it being the intention of the parties that the Installment

Payments and Additional Payments shall be made in all events unless the obligation to make such Installment Payments or Additional Payments is terminated as otherwise provided herein.

Section 3.5. ***Prepayment of Purchase Price.***

(a) If the County has performed all of its obligations under this Contract, it shall have the option to prepay or provide for the prepayment of the Purchase Price, as set forth in Section 4.01 of the Indenture, on any date on or after [August 1, 203\_\_] in full or in part in the amount of \$5,000 or any whole multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable redemption price of the Obligations to be prepaid, including any required redemption premium under Section 4.01 of the Indenture, plus accrued interest to the prepayment date.

(b) In the event that all or any portion of the Premises is damaged, destroyed or taken in eminent domain as evidenced by a certificate of a County Representative delivered to the Trustee and the Net Proceeds are greater than or equal to \$100,000, if the County determines not to apply any Net Proceeds and any other available moneys to the repair or replacement of the Premises, as permitted by Section 7.3(a) of this Contract, and the County has otherwise performed all of its obligations under this Contract, the County shall prepay the Purchase Price on any date selected by the County, in full or in part in the amount of \$5,000 or any whole multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to 100% of the par amount of the Obligations to be prepaid plus accrued interest to the redemption date, but without premium, under Section 4.01(b) of the Indenture by causing the Trustee to deposit such Net Proceeds and any other available moneys into the Redemption Fund, but if the County uses other available moneys to prepay the Purchase Price in whole or in part, then the amount of such available moneys may not exceed one-third of the amount of Net Proceeds so applied. Notwithstanding the foregoing provisions of this subparagraph (b), only Obligations of the same series of Obligations which financed all or a portion of the cost of the portion of the Premises that has been damaged, destroyed or taken in eminent domain may be redeemed pursuant to the provisions of this subparagraph (b).

(c) In the event of a partial prepayment of the Purchase Price, the Payment Schedule shall be recalculated as necessary by the Trustee in the manner required by Section 3.08 of the Indenture.

## **ARTICLE IV**

### **ACQUISITION AND CONSTRUCTION**

Section 4.1. ***Acquisition and Construction Fund.*** The Corporation has caused \$[\_\_\_\_\_] to be deposited with the Trustee for deposit in the Acquisition and Construction Fund, which deposit consists solely of proceeds derived from the sale of the 2024A LOBs. The Trustee will cause \$[\_\_\_\_\_], representing the aggregate prepayment price of the Prior Contract, to be remitted to the Prior Trustee on the Closing Date to prepay the Prior Contract. The Prior Trustee will be directed by the County to deposit such amount in the Redemption Fund established under the Prior Indenture on the Closing Date and apply such amount to refund the Refunded Obligations on the Closing Date. The balance, \$[\_\_\_\_\_] will remain on deposit in the Acquisition and Construction Fund.

Section 4.2. ***Disbursements.*** Moneys held to the credit of the Acquisition and Construction Fund shall be disbursed by the Trustee in payment in payment of the Cost of Acquisition and Construction on receipt of written requisition from the County substantially in the form set forth in Exhibit B attached

hereto, together with any documents or other items as the Trustee may reasonably determine to be necessary.

Section 4.3. ***Termination.*** The Acquisition and Construction Fund shall be terminated at the earlier of (a) the final distribution of moneys held in the Acquisition and Construction Fund or (b) the termination of this Contract.

Section 4.4. ***Reliance of Trustee on Documents.*** The Trustee may act in reliance on any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Trustee is not liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder are limited to the receipt of such moneys, instruments or other documents received by it as the Trustee, and for the disposition of the same in accordance herewith.

Section 4.5. ***Indemnification of Trustee.*** Unless the Trustee is guilty of negligence or misconduct with regard to its duties hereunder, the County agrees, to the extent permitted by applicable law and Article XIV, to indemnify the Trustee, its officers, directors and agents and hold them harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which they may incur or with which they may be threatened by reason of its acting as Trustee under this Contract or the Indenture; and in connection therewith, to indemnify the Trustee, its officers, directors and agents against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceedings or resisting any claim. The obligations of the County under this Section shall survive the termination of this Contract and the resignation or removal of the Trustee.

Section 4.6. ***Discretion of the Trustee To File Civil Action in the Event of Dispute.*** If the County and the Trustee disagree about the interpretation of this Contract, or about the rights and obligations, or the propriety of any action contemplated by the Trustee hereunder, the Trustee may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Trustee shall be indemnified, to the extent permitted by applicable law and Article XIV, for all costs, including reasonable attorneys' fees, in connection with such civil action and shall be fully protected in suspending all or part of its activities under this Contract until a final judgment in such action is received.

Section 4.7. ***Consultation with Counsel.*** The Trustee may, but is not required to, consult with qualified counsel of its own choice and shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee in reliance on the reasonable opinion of such counsel. The Trustee shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

Section 4.8. ***Compensation of Trustee.*** The County shall pay to the Trustee reasonable compensation for all services performed by the Trustee hereunder and under the Indenture and also for all reasonable expenses, charges and other disbursements and those of the Trustee's attorneys, agents and employees incurred in and about the administration and execution of the Indenture and the performance of the Trustee's powers and duties hereunder and under the Indenture, as an Additional Payment.

Section 4.9. ***Construction.*** The County shall comply with the provisions of Article 8 of Chapter 143 of the General Statutes of North Carolina and enter into construction contracts. The County shall cause the acquisition, construction, renovation and equipping of the Project to be carried on expeditiously in accordance with the plans and specifications therefor, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction



over same. The County shall insure (a) that no portion of the Facilities encroaches on or overhangs any easement or right of way and (b) each of the Facilities, when erected, will be wholly within its respective Site and building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants or restrictions. The County shall cause all utility lines, septic systems and streets serving the Facilities to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction. The County will promptly correct any structural defect in the improvements or any departure from the plans and specifications.

Section 4.10. ***Right of Entry and Inspection.*** The Corporation, the Trustee and their representatives and agents shall have the right to enter on and inspect the Sites on which the Facilities are located and the improvements thereto and thereon from time to time, during and after acquisition, construction, renovation and equipping, and the County will cause any contractor or subcontractor to cooperate with the Corporation, the Trustee and their representatives and agents during such inspections. No right of inspection or approval contained herein imposes on the Corporation or the Trustee any duty or obligation whatsoever to undertake any inspection or to give any approval.

Section 4.11. ***Completion of Construction.*** The County shall proceed with reasonable diligence to complete the acquisition, construction, renovation and equipping of the Project in a timely manner. On completion of the acquisition, construction, renovation and equipping of the Project, a County Representative shall deliver to the Trustee (a) a certificate of a County Representative stating the fact and date of such completion and stating that all of the Cost of Acquisition and Construction has been determined and paid (or that all of such Cost has been paid less specified claims which are subject to dispute and for which a retention in the Acquisition and Construction Fund is to be maintained in the full amount of such claims until such dispute is resolved), and (b) proof of the insurance coverage required by Section 5.10. If the accounting of the Acquisition and Construction Fund by the Trustee shows that moneys in the Acquisition and Construction Fund will remain unexpended for the Cost of Acquisition and Construction, the unexpended funds in the Acquisition and Construction Fund shall be applied in accordance with Section 3.12 of the Indenture.

Section 4.12. ***Payment and Performance Bonds.*** Each contractor entering into a construction contract for the construction of any portion of the Facilities that will also be a part of the Premises shall be required to furnish a performance bond and a separate labor and material payment bond as required by North Carolina General Statutes, Article 3, Chapter 44A, copies of which shall be provided to the Corporation. In lieu of furnishing a performance bond and a separate labor and material payment bond, each contractor may furnish collateral in an amount of their construction contract securing the County pursuant to North Carolina General Statutes, Article 8, Chapter 143 (Section 143-129), copies of the evidence of such collateral which shall be provided to the Corporation. The Trustee shall be listed as a dual obligee on any such bonds described in this Section 4.12.

In the event of any material default by a contractor under any such construction contract, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the County shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor and/or against each surety of any bond securing the performance of such construction contract. The net proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including, without limitation, attorneys' fees and costs), and after reimbursement to the County of any amounts theretofore paid by the County and not previously reimbursed to the County for correcting or remedying the default or breach of warranty which gave rise to the proceedings against such contractor or surety, shall be paid to the Trustee for deposit into the Acquisition and Construction Fund if received before the completion of the Project (the "*Completion Date*") or, if received thereafter, shall be deposited as

otherwise provided in Section 7.2 or otherwise applied as provided in Section 7.3. The net proceeds of any performance or payment bond or insurance policy required by this Section shall likewise be paid into the Acquisition and Construction Fund if received before the Completion Date, or, if received thereafter, shall either be deposited as provided in Section 7.2 or otherwise applied as provided in Section 7.3.

Section 4.13. ***Contractor's General Public Liability and Property Damage Insurance.*** The County shall require each contractor entering into a construction contract for the construction of any portion of the Facilities that will also be a part of the Premises to procure and maintain standard form (a) comprehensive general public liability and property damage insurance, at its own cost and expense, during the duration of such contractor's construction contract, in the amount of at least \$1,000,000 bodily injury and property damage liability combined single limit each occurrence and \$2,000,000 in the annual aggregate, and (b) comprehensive automobile liability insurance on owned, hired and non-owned vehicles for limits not less than \$1,000,000 each accident bodily injury and property damage liability. Such policies shall include the County, the Corporation and the Trustee as additional named insureds, and shall include a provision prohibiting cancellation or termination without 30 days' prior notice by certified mail to the County and the Trustee. A certificate evidencing such coverage shall be provided to the County or, if such insurance is provided by a private carrier, a completed certificate of insurance, in form acceptable to the County and the Corporation, shall be provided to the County and the Corporation with respect to each contractor entering into such a construction contract. Such insurance shall provide protection from all claims for bodily injury, including death, property damage and contractual liability, products/completed operations, broad form property damage and XCU (explosion, collapse and underground property damage), where applicable.

Section 4.14. ***Contractor's Builder's Risk Completed Value Insurance.*** The County will procure and maintain, or will require each contractor entering into a construction contract for the construction of any portion of the Facilities that will also be a part of the Premises to procure and maintain, property insurance (builder's risk) on all acquisition, construction, renovation and equipping of such Facilities (excluding contractor's tools and equipment) at the applicable Site(s) at the full and insurable value thereof. Such policies shall include the County, the Corporation and the Trustee as additional named insureds, and shall include a provision prohibiting cancellation or termination without 30 days' prior notice by certified mail to the County and the Trustee. This insurance will also include the interest of the County and the contractor as additional insureds; and shall insure against "*all risk*" subject to standard policy conditions and exclusions. Each such contractor shall purchase and maintain similar property insurance for portions of the work stored off the applicable Site(s) or in transit when such portions of the work are to be included in an application for payment. Each such contractor shall be responsible for the payment of any deductible amounts associated with this insurance.

Section 4.15. ***Contractor's Worker's Compensation Insurance.*** Each contractor entering into a construction contract for the construction of any portion of the Facilities that will also be a part of the Premises shall be required to procure and maintain, at its own cost and expense, worker's compensation insurance during the term of its construction contract, covering its employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision prohibiting cancellation or termination without 30 days' prior notice by certified mail to the County, the Corporation and the Trustee. A certificate evidencing such coverage shall be provided to the County and the Corporation or, if such insurance is provided by a private carrier, a completed certificate of insurance, in form acceptable to the County, the Corporation and the Trustee, shall be provided to the County and the Corporation with respect to each contractor entering into such a construction contract. Each such construction contract shall also provide that each subcontractor of any contractor who is a party to such a construction contract shall be required to furnish similar worker's compensation insurance.

Section 4.16. ***Filing With the Trustee.*** The County shall provide on the Closing Date, but only with respect to those construction contracts, if any, which are in existence on the Closing Date, and on each anniversary of the Closing Date, a certificate of a County Representative certifying compliance with Sections 4.12, 4.13, 4.14 and 4.15. In addition to this certificate, the Trustee may request at any time copies of all performance bonds and insurance contracts or approved bonds thereof, as required under Sections 4.12, 4.13, 4.14 and 4.15, to be delivered to the Trustee in a timely manner and in such form as to certify compliance with the provisions of the Sections referred to above.

## ARTICLE V

### RESPONSIBILITIES OF THE COUNTY

Section 5.1. ***Care and Use.*** Subject to the provisions of applicable law and Article XIV, the County shall use the Premises in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole cost and expense, shall service, repair and maintain the Premises so as to keep the Premises in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted. The County shall replace any part of the Premises as may from time to time become worn out, unfit for use, lost, stolen, destroyed or damaged. Any and all additions to or replacements of the Premises and all parts thereof shall constitute accessions to the Premises and shall be subject to all the terms and conditions of this Contract and included in the term "*Premises*" as used in this Contract.

Section 5.2. ***Inspection.*** The Trustee shall have the right on reasonable prior written notice to the County, and subject to the reasonable direction and supervision of the County, to enter into and on the Premises to inspect the Premises and observe their use during normal business hours.

Section 5.3. ***Utilities.*** The County shall pay or cause to be paid all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility services furnished to or used on or in connection with the Premises. There shall be no abatement of the Installment Payments on account of interruption of any such services.

Section 5.4. ***Taxes.*** The County agrees to pay or cause to be paid when due any and all taxes relating to the Premises and the County's obligations hereunder including, but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, license fees, documentary stamp taxes, rental taxes, assessments, charges, ad valorem taxes, excise taxes, and all other taxes, licenses and charges imposed on the ownership, possession or use of the Premises by any governmental body or agency, together with any interest and penalties, other than taxes on or measured by the net income of the Corporation.

Section 5.5. ***Title Insurance.*** The County agrees to obtain, at its own cost and expense, a policy of title insurance from Investors Title Insurance Company, or an endorsement to such a policy, in form satisfactory to the Corporation and the Trustee, at the time of and dated as of the date of execution and delivery of this Contract, [in an amount not less than the Purchase Price], payable to the Trustee, as its interest may appear, insuring fee title of the County to the Premises.

Section 5.6. ***[Reserved].***

Section 5.7. ***Risk of Loss.*** The County shall bear all risk (i) of loss or damage to the Premises and (ii) of the condemnation of the Premises or any portion of them. In the event of loss or damage to all or any portion of the Premises or condemnation of all or any portion of the Premises, the County shall continue to make the Installment Payments due hereunder and at its option either (a) repair or replace the Premises, in accordance with Section 7.2, (b) if the Net Proceeds with respect to the Premises are less than \$100,000 and are not necessary to restore the Premises to their intended use, direct the Trustee to deposit

such Net Proceeds in the Bond Fund created under the Indenture to be applied toward the next payment of principal and interest with respect to the Obligations, or (c) if the Net Proceeds with respect to the Premises are greater than or equal to \$100,000, prepay all or a portion of the then outstanding Purchase Price with Net Proceeds or any other moneys in accordance with Section 3.5(b); provided that if the County has exercised its option to prepay the Purchase Price in part, the County remains liable to make Installment Payments for the remaining Purchase Price which is not prepaid.

Section 5.8. ***Performance by the Trustee of the County's Responsibilities.*** Any performance required of the County or any payments required to be made by the County may, if not timely performed or paid, be performed or paid by the Trustee, and, in that event, the Trustee shall be immediately reimbursed by the County for these payments or other performance by the Trustee, with interest thereon at a rate equal to the prime rate of the Trustee at the time the payment is made and as adjusted from time to time thereafter until so reimbursed.

Section 5.9. ***Financial Statements and Other Information.*** The County agrees that it will (i) furnish to the Trustee and each Insurer, if any, annually and at such other reasonable times as the Trustee or an Insurer shall request, current financial statements (including, without limitation, the County's annual budget as submitted or approved), (ii) permit the Trustee and each Insurer, if any, or their respective agents and representatives to inspect the County's books and records and make extracts therefrom and (iii) provide each Insurer, if any, with such additional information as such Insurer may reasonably request. The County will permit each Insurer, if any, to discuss the affairs, finances and accounts of the County or any information such Insurer may reasonably request regarding the security for the series of Obligations for which it has a Policy in effect with appropriate officers of the County. The County will permit each Insurer, if any, to have access to and to make copies of all books and records relating to the series of Obligations for which it has a Policy in effect at any reasonable time. The County represents and warrants to the Trustee that (i) all financial statements which have been or may be delivered to the Trustee do and will fairly and accurately reflect the County's financial condition and (ii) there has been no material adverse change, as of the date of execution of this Contract, in the County's financial condition from the condition as reflected in the financial statements for the Fiscal Year ended June 30, 2024. The County further agrees that it will furnish a copy of its most recent audited financial statements to any Owner of the Obligations on written request therefor. The County's obligations to an Insurer under this Section 5.9 shall be effective only while that respective Insurer's Policy is in effect and no Insurer Default (as defined in the Indenture) has occurred and is continuing.

Section 5.10. ***Property Insurance.*** The County shall continually maintain insurance to the full insurable value of the Premises against loss by fire, hazards customarily included in the term "*extended coverage*" and such other hazards as the Trustee may reasonably require in such a manner and in such companies as the Trustee may from time to time reasonably require and shall promptly pay all premiums therefor when due. All insurance policies and renewals thereof shall name the Corporation and the Trustee as additional insureds thereunder, as the respective interests of each of such parties may appear, and have attached thereto a mortgagee long form loss payable clause in favor of and in form acceptable to the Trustee, and provide that no such policy can lapse or be canceled, substantially modified or terminated without at least 30 days prior notice to the Trustee and that any loss payable thereunder shall be made payable and shall be applied as provided in Article VII. In the event of loss, the County shall give immediate notice by mail to the Trustee, who may, but shall not be obligated to, make proof of loss. In the event of foreclosure of the Deed of Trust or other transfer of title to the Premises, all right, title and interest of the County in any insurance policies then in force shall pass to the Trustee. Additionally, during the term of this Contract, the County shall continually maintain standard liability insurance as is customarily maintained by like entities with respect to facilities similar to the Premises.

The County may provide for and maintain the insurance required under this Contract partially or

wholly by means of an adequate risk retention fund. Reserves for a risk retention fund shall be determined by using actuarial principles. Any risk retention fund shall be reviewed annually by the County's risk manager or an independent insurance consultant or actuarial consultant.

## ARTICLE VI

### TITLE; LIENS

Section 6.1. **Title.** Title to the Premises and any and all additions, repairs, replacements or modifications thereto shall be in the County from and after the date of execution and delivery of this Contract so long as the County is not in default hereunder. Title to the Premises shall vest permanently in the County on the payment in full of the Purchase Price and all Additional Payments, free and clear of any lien or security interest of the Trustee therein. Simultaneously with the execution and delivery of this Contract, the County shall deliver to the Trustee the Deed of Trust and UCC-1 financing statements in form satisfactory to the Corporation and the Trustee. Upon payment in full of all of the County's obligations hereunder, including the Purchase Price and all other payments due hereunder, the Corporation or its assignee, at the County's expense and request, shall discharge the Indenture and release the lien on the Deed of Trust and this Contract will terminate.

Section 6.2. **Liens.** The County shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Premises or any interest therein, except for (i) the lien and security interest of the Corporation and the Trustee therein; (ii) utility, access and other easements and rights of way, restrictions and exceptions which do not interfere with or impair the intended use of the Premises; and (iii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property of the general character of the Premises and as do not materially impair title to the Premises. The County shall promptly, at its own expense, take such action as may be necessary duly to discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The County shall reimburse the Corporation for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, security interest, charge, encumbrance or claim.

## ARTICLE VII

### DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 7.1. **Damage, Destruction or Condemnation.** If, during the term hereof, (i) any portion of the Premises is destroyed or damaged by fire or other casualty; (ii) title to or the temporary or permanent use of any portion of the Premises or the estate of the County or the Corporation or its assignee in any portion of the Premises is taken under the power of eminent domain by any governmental authority; (iii) a material defect in construction of any portion of the Premises becomes apparent; or (iv) title to or the use of any portion of the Premises is lost by reason of a defect in title thereto, then the County shall continue to be obligated, subject to the provisions of Section 7.2, to pay the amounts specified in Section 3.1 at the respective times required.

Section 7.2. **Obligation of the County To Repair and Replace the Premises.** Subject to the provisions of Section 7.3, the Trustee shall cause the Net Proceeds of any insurance policies, performance or payment bonds, if any, condemnation awards with respect to the Premises or Net Proceeds made available by reason of any occurrence described in Section 7.1 with respect to the Premises, to be deposited in a separate fund held by the Trustee. Except as set forth in Section 7.3, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Premises

on receipt of requisitions acceptable to the Trustee approved by a County Representative stating with respect to each payment to be made: (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against such separate fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Trustee shall cooperate with the County in the administration of such separate fund and shall not unreasonably withhold its approval of requisitions under this Section 7.2. If the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Premises, the County may complete the work and pay any cost in excess of the amount of the Net Proceeds, and the County agrees that, if by reason of any such insufficiency of the Net Proceeds, the County shall make any payments pursuant to the provisions of this Section 7.2, the County is not entitled to any reimbursement therefor from the Corporation, the Trustee or the Owners nor is the County entitled to any diminution of the amounts payable under Section 3.1. Any repair, restoration, modification, improvement or replacement of the Premises paid for in whole or in part out of such Net Proceeds shall be the property of the County, subject to the Deed of Trust, and shall be included as part of the Premises under this Contract and the Deed of Trust.

Section 7.3. ***Discharge of the Obligation of the County To Repair the Premises.*** On the occurrence of an event described in Section 7.1 with respect to the Premises, and if the County does not elect to repair, restore, improve or replace the affected portion of the Premises, the County may elect to proceed under either of the following options to the extent applicable:

(a) If the Net Proceeds are greater than or equal to \$100,000, the obligation of the County to repair or replace the Premises under Section 7.2 may, at the option of the County, be discharged by causing the Net Proceeds of such insurance policies or condemnation awards to be transferred to the Redemption Fund and applied to the prepayment of all or any part of the Purchase Price in accordance with Section 3.5(b). If the Net Proceeds exceed the Purchase Price in accordance with Section 3.5(b), such excess after the payment of any Additional Payments shall be paid to or retained by the County; or

(b) If the Net Proceeds are less than \$100,000 and are not necessary to restore the affected portion of the Premises to its intended use, the County may direct the Trustee to deposit such Net Proceeds in the Bond Fund to be applied toward the next payment of principal and interest with respect to the Obligations.

Within 90 days of the occurrence of an event specified in Section 7.1 with respect to the Premises, the County shall (i) commence the repair, restoration, modification, improvement or replacement of the Premises, or (ii) shall elect, by written notice to the Trustee, to proceed under the provisions of subparagraph (a) or (b) above. For purposes of this Section, "*commence*" shall include the retention of an architect or engineer in anticipation of repair, restoration, modification, improvement or replacement of the Premises.

Section 7.4. ***Cooperation of the Corporation.*** The Corporation shall cooperate fully with the County and the Trustee in filing any proof of loss with respect to any insurance policy covering the events described in Section 7.1, and hereby assigns to the Trustee any interest it may have in such policies or rights of action for such purposes. In no event shall the Corporation or the County voluntarily settle, or consent to the settlement of, any proceeding arising out of any such insurance claim with respect to the Premises without the written consent of the other and the Trustee.

## ARTICLE VIII

### REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COUNTY AND THE CORPORATION

Section 8.1. ***Representations, Warranties and Covenants of the County.*** The County warrants and represents to the Corporation and to the Trustee for the benefit of the Owners (all such representations and warranties being continuing) that:

(a) The County is a duly organized and validly existing political subdivision of the State and has all powers necessary to enter into the transactions contemplated by this Contract and the Deed of Trust and to carry out its obligations hereunder;

(b) The County agrees that during the term of this Contract it will take no action that would adversely affect its existence as a political subdivision in good standing in the State, cause the County to be consolidated with or merge into another political subdivision of the State or permit one or more other municipal corporations or political subdivisions of the State to consolidate with or merge into it, unless the political subdivision of the State created thereby expressly assumes in writing the County's obligations hereunder;

(c) This Contract, the Deed of Trust and all other documents relating hereto and the performance of the County's obligations hereunder and thereunder have been or will be duly and validly authorized, executed and delivered by the County and approved under all laws, regulations and procedures applicable to the County and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitute valid, legal and binding obligations of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and such principles of equity as a court having jurisdiction may impose;

(d) No approval or consent is required from any governmental authority with respect to the entering into or performance by the County of this Contract, the Deed of Trust and all other documents related thereto and the transactions contemplated hereby and thereby or if such approvals or consents are required, they have been or will be duly obtained;

(e) Except as disclosed by the County in writing to the other parties hereto, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the County's knowledge, threatened, against or affecting the County challenging the validity or enforceability of this Contract, the Deed of Trust or any other documents relating hereto and the performance of the County's obligations hereunder and thereunder, and compliance with the provisions hereof or thereof, under the circumstances contemplated hereby or thereby, does not and will not in any material respect conflict with, constitute on the part of the County a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the County (except as contemplated herein or therein) pursuant to any agreement or other instrument to which the County is a party, or any existing law, regulation, court order or consent decree to which the County is subject;

(f) Neither the execution and delivery of this Contract or the Deed of Trust or the consummation of the transactions contemplated hereby or thereby, nor the fulfillment of or compliance with the terms and conditions hereof or thereof conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound or constitutes a default under any of the



foregoing, nor conflicts with or results in a violation of any provision of applicable law or regulation governing the County and no representation, covenant and warranty herein is false, misleading or erroneous in any material respect;

(g) The County is vested with fee simple title to the Premises, and there are no liens or encumbrances on the Premises other than the lien created by the Deed of Trust and the other liens permitted thereby;

(h) The resolutions relating to the performance by the County of this Contract, the Deed of Trust and the transactions contemplated hereby and thereby, have been duly adopted, are in full force and effect, and have not been in any respect modified, revoked or rescinded;

(i) The acquisition, construction, renovation, equipping and use of the Project is essential to the proper, efficient and economical operation of the County and the delivery of its services and the Project will provide an essential use and permit the County to carry out public functions that it is authorized by law to perform;

(j) The County reasonably believes funds will be available to satisfy all of its obligations hereunder;

(k) The County shall (i) cause its Budget Officer as statutorily defined to include the Installment Payments and the reasonably estimated Additional Payments coming due in each Fiscal Year in the corresponding annual budget request, (ii) require that the deletion of such funds from the County's final budget or any amended budget be made only pursuant to an express resolution of the Board which explains the reason for such action and (iii) deliver notice to the Trustee, the Rating Agencies and the Local Government Commission of the State of North Carolina within five days after the adoption by the Board of the resolution described in clause (ii) above. Nothing contained in this paragraph (k) obligates the County to appropriate moneys contained in the proposed budget for the payment of Installment Payments and reasonably estimated Additional Payments coming due under the Contract;

(l) Moneys appropriated by the County to make Installment Payments in any Fiscal Year shall be used for no other purpose; and

(m) The County agrees, in accordance with Rule 15c2-12 (the "*Rule*") promulgated by the Securities and Exchange Commission (the "*SEC*"), as follows:

(1) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2024, to provide to the Municipal Securities Rulemaking Board ("MSRB"), the audited financial statements of the County for the preceding Fiscal Year, if available, prepared in accordance with Section 159-34 of the General Statutes of North Carolina, as it may be amended from time to time, or any successor statute, or if such audited financial statements are not then available, unaudited financial statements of the County for such Fiscal Year to be replaced subsequently by audited financial statements of the County to be delivered within 15 days after such audited financial statements become available for distribution;

(2) by not later than seven months after the end of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2024, to provide to the MSRB, (a) the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year (which data shall be prepared at least annually, shall specify the date as to which such information was

prepared and shall be delivered together with any subsequent material events notices specified in subparagraph (3) below) for the type of information included under the captions "**THE COUNTY—DEBT INFORMATION**," "**TAX INFORMATION**" and "**FINANCIAL INFORMATION**" in the Official Statement dated [July 11], 2024 (the "*2024A Official Statement*") with respect to the 2024A LOBs (excluding any information on underlying units) and (b) the combined budget of the County for the current Fiscal Year, to the extent such items are not included in the financial statements referred to in paragraph (1) above;

(3) in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event, to provide notice to the MSRB of any of the following events with respect to the 2024A LOBs:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on the debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (e) substitution of any credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of 2024A LOBs, or other material events affecting the tax status of the 2024A LOBs;
- (g) modification to rights of the beneficial owners of the 2024A LOBs, if material;
- (h) call of any of the 2024A LOBs, if material, and tender offers;
- (i) defeasance of any of the 2024A LOBs;
- (j) release, substitution or sale of any property securing repayment of the 2024A LOBs, if material;
- (k) rating changes;
- (l) bankruptcy, insolvency, receivership or similar event of the County;
- (m) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such

an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;

- (n) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (o) incurrence of a financial obligation by the County, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a financial obligation of the County, any of which affect beneficial owners of the 2024A LOBs, if material;
- (p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the County, any of which reflect financial difficulties; and

(4) in a timely manner, to the MSRB, notice of a failure of the County to provide required annual financial information described in (1) or (2) above on or before the date specified.

The County shall provide the documents referred to above to the MSRB in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

For purposes of the preceding paragraphs (o) and (p), the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

The County may discharge its undertaking described above by transmitting the documents referred to above to any entity and by any method authorized by the SEC.

The County agrees that its undertaking under this paragraph is intended to be for the benefit of the Owners and the beneficial owners of the 2024A LOBs and is enforceable by the Trustee or by any of them, including an action for specific performance of the County's obligations under this paragraph, but a failure to comply will not be an Event of Default under Section 12.1 of the Contract and will not result in acceleration of the principal component of Installment Payments. An action must be instituted, had and maintained in the manner provided in this paragraph for the benefit of all of the Owners and beneficial owners of the 2024A LOBs.

The County may modify from time to time, consistent with the Rule, the information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County, but:

- (1) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the County;

(2) the information to be provided, as modified, would have complied with the requirements of the Rule as of the date of the 2024A Official Statement, after taking into account any amendments or interpretations of the Rule as well as any changes in circumstances; and

(3) any such modification does not materially impair the interest of the Owners or the beneficial owners, as determined by the Trustee or nationally recognized special counsel or by the approving vote of the Owners of a majority in principal amount of the 2024A LOBs pursuant to Section 9.05 of the Indenture as may be amended from time to time.

Any annual financial information containing modified operating data or financial information will explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

Every notice delivered by the County pursuant to this Section 8.1(l) shall be delivered to each Insurer, if any, at the same time and in the same manner as such notice is given to the party entitled thereto.

The provisions of this paragraph (l) terminate on payment, or provision having been made for payment in a manner consistent with the Rule, in full of the principal and interest with respect to the 2024A LOBs.

Section 8.2. ***Environmental Warranties and Representations.*** (a) The County warrants and represents to the Corporation after thorough investigation as follows:

(1) The County has no knowledge of and, after reasonable inquiry, no reason to believe (A) that any industrial use has been or will be made of the Premises, (B) that the Premises have been or will be used for the storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, (C) that any manufacturing, landfilling or chemical production has occurred or will occur on the Premises, or (D) there is or will be any asbestos or other contaminant on, in or under the Premises.

(2) The Premises are and will remain in compliance with all federal, State and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 U.S.C. 9601 et seq., and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613.

(3) There are not now and will not be hereafter any hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Premises or used in connection therewith and the County is in compliance with Section 1.13 of the Deed of Trust, except for (A) small quantities present in retail containers, (B) quantities and substances necessary and proper for the contemplated use of the Premises, and (C) quantities and substances necessary and proper for the operation and use of the Premises, all of which the County warrants will be stored, handled used and disposed of properly and in accordance with applicable law.

(4) The County will promptly notify the Corporation and the Trustee and each Insurer, if any, of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will send to the Corporation copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises.

(b) To the extent permitted by law, the County shall indemnify and hold the Corporation and Trustee harmless from and against (1) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs, judgment and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Corporation or the Trustee as a direct or indirect result of any warrant or representation made by the County in subsection (a) above being false or untrue in any material respect, or (2) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Corporation, the County or any transferee or assignee of the County or the Corporation.

(c) The County's obligations hereunder shall not be limited to any extent by the Contract term or the County's satisfaction of its obligations thereunder, but shall continue in full force and effect notwithstanding satisfaction of such obligation or foreclosure under the Deed of Trust or delivery of a deed in lieu of foreclosure.

Section 8.3. ***Warranties and Representations of the Corporation.*** The Corporation warrants and represents to the County (all such warranties and representations being continuous):

(a) The Corporation is a nonprofit corporation duly organized, existing and in good standing under and by virtue of the laws of the State, has the power to enter into this Contract and the Indenture, and has duly authorized the execution and delivery of this Contract and the Indenture;

(b) The Corporation has duly authorized this Contract and the Indenture and has caused each to be executed on its behalf in accordance with the laws of the State;

(c) Neither the execution and delivery of this Contract or the Indenture, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the charter or bylaws of the Corporation or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing; and

(d) To the best of the Corporation's knowledge after due and reasonable investigation, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board, or body pending or threatened against or affecting the Corporation challenging the validity or enforceability of this Contract, the Indenture or any other documents relating hereto and the performance of the Corporation's obligations hereunder and thereunder.

## **ARTICLE IX**

### **TAX COVENANTS AND REPRESENTATIONS**

The County covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest portion of the Installment Payments created by this Contract under Section 103 of the Code. The County will not, directly or indirectly, use or permit the use of any proceeds of any fund created under the Indenture or of any other funds of the County, or take or omit to take any action that would cause the obligation created by this Contract to be an "arbitrage bond" within the meaning of Section 148(a) of the Code. To that end, the County has executed the Tax Certificate dated the date of delivery of the 2024A LOBs and will comply with all requirements of Section 148 of the Code to the extent applicable. The County further represents and covenants that the Installment Payments created by this Contract are not and will not constitute a "private activity bond" as defined in Section 141 of the Code.

Without limiting the generality of the foregoing, the County agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Contract from time to time. This covenant shall survive the payment in full of all Installment Payments under this Contract.

Notwithstanding any provision of this Article, if the County shall provide to the Trustee an opinion of nationally recognized bond or special counsel to the effect that any action required under this Section or the Tax Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest portion of the Installment Payments created by this Contract under Section 103 of the Code, the County and the Trustee may rely conclusively on such opinion in complying with the provisions hereof.

## **ARTICLE X**

### **INDEMNIFICATION**

To the extent permitted by applicable law and Article XIV, the County hereby agrees to indemnify, protect and save the Corporation and the Local Government Commission of North Carolina and any member, director, officer, agent or employee thereof and the Trustee harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting, directly or indirectly, from the Premises, or from the Indenture, the Deed of Trust and this Contract or from the County's performance under each of said documents, including, without limitation, the possession, condition or use of the Premises. The indemnification arising under this Article shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

## **ARTICLE XI**

### **DISCLAIMER OF WARRANTIES**

The County acknowledges that the Corporation has not designed the Premises, that the Corporation has not supplied any plans or specifications with respect thereto and the Corporation (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Premises or similar facilities, (b) has not made any recommendation, given any advice nor taken any other action with respect to (1) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Premises or any component

part thereof or any property or rights relating thereto, or (2) any action taken or to be taken with respect to the Premises or any component part thereof or any property or rights relating thereto at any state of the construction thereof, (c) has not at any time had physical possession of the Premises or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Premises or any component part thereof or any property or rights relating thereto (1) will not result in or cause injury or damage to persons or property, (2) has been or will be properly designed, or will accomplish the results which the County intends therefor, or (3) is safe in any manner or respect.

**THE CORPORATION MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE PREMISES OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE,** and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Premises' ability to perform any function; or any other characteristic of the Premises; it being agreed that the County is to bear all risks relating to the Premises, the completion thereof or the transactions contemplated hereby or by the Deed of Trust or the Indenture, and the County hereby waives the benefits of any and all implied warranties and representations of the Corporation.

## **ARTICLE XII**

### **DEFAULT AND REMEDIES**

Section 12.1. ***Definition of Event of Default.*** The County shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an "*Event of Default*"):

(a) The County fails to make any Installment Payment by the second Business Day preceding the first day of the month following the date on which such Installment Payment is due;

(b) The County fails to budget and appropriate moneys sufficient to pay all Installment Payments and the reasonably estimated Additional Payments coming due in any Bond Year;

(c) The County fails to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as referred to in (a) or (b) above, or of the Deed of Trust on its part to be observed or performed, or breaches any warranty by the County herein or therein contained, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Trustee unless such failure can be corrected and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure cannot be corrected within the stated period, Trustee will not unreasonably withhold consent for an extension not longer than 60 days;

(d) Any bankruptcy, insolvency or reorganization proceedings or similar litigation is instituted by the County, or a receiver, custodian or similar officer is appointed for the County or any of its property, and such proceedings or appointments are not vacated or fully stayed within 90 days after the institution or occurrence thereof; or

(e) Any representation or statement made by the County herein, in the Deed of Trust or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect as of the date made.



Section 12.2. ***Remedies on Default.*** On the occurrence of any Event of Default, the Trustee may, and, if requested in writing by a majority in aggregate principal amount of the Owners of the Obligations, the Trustee shall, to the extent permitted by applicable law and Article XIV, exercise any one or more of the following remedies as the Trustee shall elect or as shall be directed by a majority in aggregate principal amount of the Owners of the Obligations:

(a) Declare the unpaid portion of the principal components of Installment Payments immediately due and payable without notice or demand to the County;

(b) Proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Contract or to recover for the breach thereof; or

(c) Exercise or direct the Deed of Trust trustee to exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State and the general laws of the State with respect to the enforcement of the security interest granted or reserved under this Contract and the Deed of Trust including, without limitation, to the extent permitted by law, re-enter and take possession of the Premises without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the County, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the County.

NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH GENERAL STATUTES OF NORTH CAROLINA SECTION 160A-20. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN VIOLATION OF SECTION 160A-20 INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE PREMISES IS INSUFFICIENT TO PRODUCE ENOUGH MONEY TO PAY IN FULL ALL REMAINING OBLIGATIONS UNDER THIS CONTRACT. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS ARTICLE XII, THIS PARAGRAPH SHALL TAKE PRIORITY. THIS SECTION 12.2 IN NO WAY LIMITS THE PROVISIONS OF ARTICLE XIV.

Section 12.3. ***Further Remedies.*** Notwithstanding the occurrence of an Event of Default hereunder and the exercise of any or all of the remedies listed in Section 12.2, this Contract shall remain in full force and effect and the County, to the extent permitted by applicable law and Article XIV, shall be and remain liable for the full performance of all its obligations hereunder. All remedies of the Trustee are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy.

## **ARTICLE XIII**

### **ASSIGNMENT**

Section 13.1. ***Assignment by the County.*** The County will not sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance on or against any interest in this Contract or the Premises (except for the lien and security interest of the Corporation therein or except for any permitted encumbrances under Section 6.2) without the Trustee's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the County may lease all or a portion of the Premises subject to the following conditions:

(a) the obligation of the County to make Installment Payments and Additional Payments under the Contract will remain obligations of the County;

(b) the County will, at least 30 days before the execution and delivery of any such lease, furnish or cause to be furnished to the Trustee a true and complete copy of such lease;

(c) no lease will cause the interest component of Installment Payments relating to any Obligations to become includable in gross income for federal income tax purposes; and

(d) the Trustee shall have received an opinion of Counsel to the County to the effect that such lease is subordinate to the lien of the Deed of Trust and such lease shall terminate upon any foreclosure of such lien.

Section 13.2. ***Assignment by the Corporation.*** The Corporation has assigned all of its interest in the Premises and this Contract (other than its rights under Article X, certain notice rights and those Additional Payments payable to the Corporation under this Contract), including without limitation, the Corporation's right to receive the Installment Payments, to the Trustee.

## **ARTICLE XIV**

### **LIMITED OBLIGATION OF THE COUNTY**

NOTWITHSTANDING ANY PROVISION OF THIS CONTRACT, THE INDENTURE OR THE DEED OF TRUST WHICH MAY BE TO THE CONTRARY, NO PROVISION OF THIS CONTRACT, THE INDENTURE OR THE DEED OF TRUST SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. NO PROVISION OF THIS CONTRACT, THE INDENTURE OR THE DEED OF TRUST SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS CONTRACT, THE INDENTURE AND THE DEED OF TRUST SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS CONTRACT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE COUNTY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBIVATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS CONTRACT, AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS CONTRACT. NO PROVISION OF THIS CONTRACT, THE INDENTURE OR THE DEED OF TRUST SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THIS CONTRACT, THE INDENTURE OR THE DEED OF TRUST RESTRICT THE FUTURE ISSUANCE OF ANY OF THE COUNTY'S OBLIGATIONS OR ANY OTHER OBLIGATIONS PAYABLE FROM ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS CONTRACT, THE INDENTURE OR THE DEED OF TRUST, THIS ARTICLE SHALL TAKE PRIORITY.

## **ARTICLE XV**

### **JOINDER BY THE TRUSTEE**

The Trustee hereby executes this Contract to signify its agreement to be bound to the terms of this

Contract applicable to it. The County and the Corporation acknowledge and agree that the Trustee shall be entitled to enforce and to benefit from the terms and conditions of this Contract applicable to it.

## ARTICLE XVI

### MISCELLANEOUS

Section 16.1. **Waiver.** No covenant or condition of this Contract can be waived except by the written consent of the Corporation and the Trustee. Any failure of the Corporation or the Trustee to require strict performance by the County or any waiver by the Corporation or the Trustee of any terms, covenants or contracts herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or contract herein.

Section 16.2. **County's Acceptance of Rights and Responsibilities Under the Indenture.** The County accepts all responsibilities assigned to it under and pursuant to the Indenture.

Section 16.3. **Severability.** If any portion of this Contract other than Article XIV is determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Contract shall continue in full force and effect.

Section 16.4. **Governing Law.** This Contract shall be construed, interpreted and enforced in accordance with the laws of the State, without regard to conflict of law principles.

Section 16.5. **Notices.** Any and all notices, requests, demands, and other communications given under or in connection with this Contract are effective only if in writing and either personally delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Corporation: Cabarrus County Development Corporation  
65 Church Street, SE  
Post Office Box 707  
Concord, North Carolina 28025  
Attention: President

If to the County: County of Cabarrus, North Carolina  
Governmental Center  
65 Church Street, SE  
Post Office Box 707  
Concord, North Carolina 28025  
Attention: Finance Director

If to the Trustee: Regions Bank  
1180 West Peachtree Street  
Atlanta, Georgia 30309  
Attention: Corporate Trust Department

The Corporation, the County and the Trustee may, by written notice to the others, designate any further or different addresses to which subsequent notices, bonds or other communications shall be sent.

Section 16.6. **Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

Section 16.7. **Entire Contract.** This Contract, together with the schedules and Exhibits hereto, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written agreement signed by the parties.

Section 16.8. **Binding Effect.** Subject to the specific provisions of this Contract, this Contract is binding on and inures to the benefit of the parties and their respective successors and assigns (including expressly any successor of the Trustee). The Trustee and each Insurer, if any, shall be a third-party beneficiary hereof.

Section 16.9. **Time.** Time is of the essence of this Contract and each and all of its provisions.

Section 16.10. **If Payment or Performance Date Not a Business Day.** If the date for making payment, or the last date for performance of any act or the exercising of any right, as provided in this Contract, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Contract, and no interest shall accrue for the period after such nominal date.

Section 16.11. **Covenants of County, Corporation or Local Government Commission not Covenants of Officials Individually.** No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, director, agent, officer or employee of the County, the Corporation or the Local Government Commission of North Carolina in his individual capacity, and neither the members of the Board, the Board of Directors of the Corporation, the members of the Local Government Commission of North Carolina nor any other member, director, agent, officer or employee of the Board, the County, the Corporation or the Local Government Commission of North Carolina shall be subject to any personal liability or accountability by reason of the execution and delivery of the Obligations. No member of the Board, the Board of Directors of the Corporation, the Local Government Commission of North Carolina nor any agent, officer or employee of the County, the Corporation or the Local Government Commission of North Carolina shall incur any personal liability under this Contract.

Section 16.12. **Amounts Remaining in Funds.** It is agreed by the parties hereto that any amounts remaining in the Bond Fund, the Redemption Fund, the Acquisition and Construction Fund or any other fund or account created under the Indenture, on termination of this Contract and the Indenture, and after payment in full of the Obligations (or provision for payment thereof having been duly made in accordance with the provisions of this Contract or the Indenture) and fees and expenses of the Trustee in accordance with this Contract and the Indenture and all Additional Payments shall have been made, shall be paid to the County by the Trustee as an overpayment of Installment Payments in accordance with the terms of the Indenture.

Section 16.13. **Amendments to this Contract.** This Contract shall not be amended by the parties hereto except in accordance with Article IX of the Indenture. In addition, no amendment to this Contract which would increase the amount or maturity of Obligations Outstanding will be effective until it is approved by the Local Government Commission of North Carolina.

Section 16.14. **Execution in Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16.15. **E-Verify.** The Corporation understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant

to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Corporation uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Corporation will require that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor's compliance with E-Verify.

[Signatures begin on next page]

*IN WITNESS WHEREOF*, the parties hereto have caused this Contract to be executed as of the day and year first above written.

**CABARRUS COUNTY DEVELOPMENT CORPORATION**

[SEAL]

By: \_\_\_\_\_  
Michael K. Downs, President

Attest:

\_\_\_\_\_  
Lauren Linker, Secretary

[Signatures Continued on Following Pages]

Counterpart Signature Page to the Installment Financing Contract  
Dated as of July 1, 2024, Between the Cabarrus County Development Corporation  
and the County of Cabarrus, North Carolina

Counterpart Signature Page to the Installment Financing Contract  
Dated as of July 1, 2024, Between the Cabarrus County Development Corporation  
and the County of Cabarrus, North Carolina

**COUNTY OF CABARRUS, NORTH CAROLINA**

[SEAL]

---

Stephen M. Morris  
Chairman of the Board

Attest:

---

Lauren Linker  
Clerk to the Board

[Signatures Continued on Following Pages]



Counterpart Signature Page to the Installment Financing Contract  
Dated as of July 1, 2024, Between the Cabarrus County Development Corporation  
and the County of Cabarrus, North Carolina

Consented to and Accepted:

**REGIONS BANK,**  
as Trustee

By: \_\_\_\_\_  
Lisa L. Moorehead, Vice President

[Signatures Continued on the Following Page]

Counterpart Signature Page to the Installment Financing Contract  
Dated as of July 1, 2024, Between the Cabarrus County Development Corporation  
and the County of Cabarrus, North Carolina

THIS CONTRACT HAS BEEN  
APPROVED UNDER THE PROVISIONS  
OF ARTICLE 8, CHAPTER 159 OF THE  
GENERAL STATUTES OF NORTH CAROLINA.

---

Deputy Secretary of the Local Government Commission

## INSTALLMENT PAYMENT SCHEDULE

[illegible]

\* Under the terms of the Contract, these payments will be made by the County to the Trustee (acting on behalf of the Corporation) by no later than each January 27 (with respect to the February 1 payments) or each July 27 (with respect to the August 1 payments).

## **EXHIBIT A**

### **DESCRIPTION OF 2024A PROJECT**

#### **DESCRIPTION OF SITES**

##### **2024A PROJECT DESCRIPTION:**

The 2024A Project consists of providing funds to pay all or a portion of the costs of (a)(i) the acquisition of land to be used as the site of a new human services facility, (ii) the acquisition, construction, installation and equipping of one or more new buildings to be used as new court house facilities for the County, (iii) various site improvements related thereto, (iv) the acquisition, construction, installation and equipping of a new public middle school, (v) the acquisition, construction, installation and equipping of a new public high school, (vi) the acquisition, construction, installation and equipping of a new replacement public elementary school, (vii) the acquisition, construction, installation and equipping of a new emergency services headquarters and related facilities, (viii) the acquisition, construction, installation and equipping of a new public library and senior center, (ix) the acquisition, construction, installation and equipping of a new emergency equipment warehouse/information technology facility, (x) the acquisition of land for a new regional public park facility, (xi) the acquisition, construction, installation and equipping of multiple improvements at Frank Liske Park, (xii) the acquisition, construction, installation and equipping of a new radio tower, (xiii) the acquisition, construction, installation and equipping of a new public park facility, (xiv) the construction, installation and equipping of replacement parking lots and driveways at Mt. Pleasant High School, (xv) the construction, installation and equipping of roof replacements at various public school sites, (xvi) the acquisition, construction, installation and equipping of one or more public schools and related facilities, (xvii) the acquisition, construction, installation and equipping of one or more public buildings and related facilities, (xviii) the acquisition of any necessary rights-of-way and easements related to each of the foregoing (i) through (xvii) and (xix) various real and personal property improvements related to each of the foregoing (i) through (xviii) (collectively, the “2024A Project”).

##### **DESCRIPTION OF PREMISES:**

R. Brown McAllister Elementary School Site and Emergency Services Headquarters Facility Site (collectively, the Premises):

Legal description of the Premises:

##### **R. Brown McAllister Elementary School Site:**

[Insert legal description of Site]

##### **Emergency Services Headquarters Facility Site:**

[Insert legal description of Site]

[End of Legal Description of the Premises]

Remaining Sites (Not part of Premises under the Deed of Trust):

[Courthouse Facility Site

Roberta Road Middle School Site

New Public Middle School Site

New Public High School Site

New Public Library/Senior Center Site

New Emergency Equipment Warehouse/Information Technology Facility Site

Real Property in Cabarrus County for a New Regional Public Park Facility Site

Frank Liske Park Site

New Radio Tower Site

New Public Park Facility Site

Mt. Pleasant High School Site

Various Public School and Related Facilities Sites

Various Public Buildings and Related Facilities Sites

New Human Services Facility Site]

**EXHIBIT B**

**FORM OF REQUISITION  
Acquisition and Construction Fund**

Regions Bank, as Trustee  
1180 West Peachtree Street  
Atlanta, Georgia 30309  
Attention: Corporate Trust Department

Re: Direction to Make Disbursements from the Acquisition and Construction Fund

Ladies and Gentlemen:

Pursuant to Section 3.11 of the Indenture of Trust dated as of [July 1, 2024] (the "*Indenture*") between the Cabarrus County Development Corporation, a North Carolina nonprofit corporation (the "*Corporation*") and Regions Bank, as trustee (the "*Trustee*"), and Section 4.2 of the Installment Financing Contract dated as of [July 1, 2024], (the "*Contract*") between the Corporation and the County of Cabarrus, North Carolina (the "*County*"), you are hereby directed to disburse from the Acquisition and Construction Fund referred to in the Indenture (the "*Acquisition and Construction Fund*") the amount indicated below.

The undersigned hereby certifies:

1. This is requisition number \_\_\_\_\_ from the Acquisition and Construction Fund.
2. The name and address of the person, firm or bank to whom the disbursement is due is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The amount to be disbursed is \$\_\_\_\_\_.
4. The purpose of the disbursement is to \_\_\_\_\_.
5. The disbursement herein requested is for an obligation properly incurred, is a proper charge against the Acquisition and Construction Fund as a Cost of Acquisition and Construction and such obligation has not been the basis of any previous disbursement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**COUNTY OF CABARRUS, NORTH CAROLINA**

By: \_\_\_\_\_  
County Representative

---

**CABARRUS COUNTY DEVELOPMENT CORPORATION**

**AND**

**REGIONS BANK,  
AS TRUSTEE**

---

**INDENTURE OF TRUST**

Dated as of  
July 1, 2024

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This instrument has been entered into by the within-described parties in order to secure certain Cabarrus County Development Corporation Limited Obligation Refunding Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2024A, as more fully described herein.

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EXHIBIT A    FORM OF 2024A LIMITED OBLIGATION Refunding BOND

## INDENTURE OF TRUST

THIS INDENTURE OF TRUST dated as of July 1, 2024 (the "Indenture"), by and between the Cabarrus County Development Corporation, a North Carolina nonprofit corporation (the "Corporation") and Regions Bank, as trustee (the "Trustee"), and related to the issuance of not exceeding \$[\_\_\_\_\_] Cabarrus County Development Corporation Limited Obligation Refunding Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2024A (the "2024A LOBs," and together with all Additional Obligations, if any, the "Obligations").

### W I T N E S S E T H:

WHEREAS, the County of Cabarrus, North Carolina (the "County") is a duly and regularly created, organized and existing political subdivision validly existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "State");

WHEREAS, the County, for the purpose of providing funds to (a) prepay the Prior Contract, (b) acquire, renovate and equip the Project, including for the specific current purpose of providing funds to pay all or a portion of the costs of acquiring, constructing and equipping the 2024A Project as defined under this Indenture and as described in Exhibit A of the Contract, together with any additions, modifications, attachments, replacements and parts thereof and (c) pay certain expenses incurred in connection with the execution and delivery of the 2024A LOBs;

WHEREAS, pursuant to this Indenture, the Corporation has assigned all of its rights, title and interest in and to (i) the Contract (as defined herein) (except the rights of the Corporation under Article X, the rights to receive all notices and those Additional Payments payable to the Corporation under the Contract), (ii) the Deed of Trust (as defined herein) and the Premises (as defined in the Deed of Trust) and (iii) all moneys and securities from time to time held by the Trustee under this Indenture in any fund or account, each as further described herein (collectively, the "Trust Estate");

WHEREAS, the Obligations, including the 2024A LOBs, evidence proportionate undivided interests in the right to receive certain Revenues payable by the County under and pursuant to the Contract and shall be payable solely from the sources provided for in this Indenture;

WHEREAS, pursuant to the Contract, the County will pay certain Installment Payments in consideration for the advancement by the Corporation of the Purchase Price (as such terms are defined in the Contract) of the Project, which Installment Payments will be deposited by the Trustee in the funds and accounts established hereunder in accordance with the terms hereof and of the Contract;

WHEREAS, the execution, delivery and performance of the Contract by the Corporation, and the assignment by the Corporation to the Trustee, pursuant to this Indenture, of the Trust Estate have been authorized, approved and directed by all necessary and appropriate action of the Corporation;

WHEREAS, the Trustee has entered into this Indenture for and on behalf of the Owners, and will hold its rights hereunder, except as otherwise specifically provided herein, for the equal and proportionate benefit of the Owners, and will disburse moneys received by the Trustee in accordance with this Indenture;

WHEREAS, the obligation of the County to make Installment Payments and Additional Payments under and pursuant to the Contract shall not constitute a pledge of the faith and credit of the County within the meaning of the Constitution of the State;

WHEREAS, in order to further secure the obligations of the County under the Contract, the County will enter into the Deed of Trust, Security Agreement and Fixture Filing, dated of even date herewith, as amended from time to time (the "Deed of Trust"), with the deed of trust trustee named therein, for the benefit of the Corporation and its assignee;

WHEREAS, no deficiency judgment may be rendered against the County in any action for its breach of the Contract, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any moneys due under the Contract; and

WHEREAS, all things necessary to make the Obligations, when executed and delivered by the Corporation and authenticated by the Trustee as provided in this Indenture, legal, valid and binding obligations, as herein provided, and to constitute this Indenture a valid, binding and legal instrument for the security of the Obligations in accordance with its terms, have been done and performed;

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

That the Corporation, in consideration of the premises and the mutual covenants herein contained and for the benefit of the Owners and the sum of One Dollar (\$1.00) to it duly paid by the Trustee at or before the execution of these presents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in order to secure the payment of the principal, premium, if any, and interest with respect to all Obligations at any time Outstanding under this Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Obligations and herein contained, and to declare the terms and conditions on and subject to which the Obligations are executed, delivered and secured, has executed and delivered this Indenture and has granted, warranted, aliened, remised, released, conveyed, assigned, pledged, set over and confirmed, and by these presents does grant, warrant, alien, remise, release, convey, assign, sell, set over and confirm unto Regions Bank, as the Trustee, and to its successors and assigns forever, all and singular the following described property, franchises and income:

(a) All rights, title and interest of the Corporation in the Contract, except its rights under Article X thereof, its rights to receive all notices and those Additional Payments payable to the Corporation under the Contract;

(b) All rights, title and interest of the Corporation in the Deed of Trust and the Premises (as defined in the Deed of Trust); and

(c) All moneys and securities from time to time held by the Trustee under this Indenture in any fund or account and any and all other personal property of every name and nature from time to time hereafter by delivery or by writing of any kind specially pledged or hypothecated, as and for additional security hereunder, by the Corporation, or by anyone on its behalf, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in said trust and assigns forever;

IN TRUST, NEVERTHELESS, on the terms herein set forth for the equal and proportionate benefit, security and protection of all Owners, without privilege, priority or distinction as to the lien or otherwise of any of the Obligations over any other of the Obligations;

PROVIDED, HOWEVER, that if the principal with respect to the Obligations and the premium, if any, and the interest with respect thereto, shall be paid at the times and in the manner mentioned in the

Obligations according to the true intent and meaning thereof, and if there are paid to the Trustee all sums of money due or to become due to the Trustee in accordance with the terms and provisions hereof, then on such final payment this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared, that all Obligations executed and delivered and secured hereunder are to be executed, authenticated and delivered and all said property, rights, interests, revenues and receipts hereby pledged, assigned and mortgaged are to be dealt with and disposed of under, on and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Corporation has agreed and covenanted, and does hereby agree and covenant, with the Trustee for the benefit of the Owners, as follows:

## ARTICLE I

### DEFINITIONS AND INTERPRETATIONS

Section 1.01. **Definitions.** All words and phrases defined in Article I of the Contract have the same meaning in this Indenture and are incorporated herein by reference. In addition, the following terms, except where the context indicates otherwise, have the respective meanings set forth below.

"Acquisition and Construction Fund" means the special fund created under Section 3.11 of this Indenture.

"Additional Obligations" means Obligations executed and delivered in accordance with Section 2.11.

"Bond Fund" means the special fund created under Section 3.02 of this Indenture.

"Bond Year" means initially the period beginning the date of the initial issuance of the 2024A LOBs and ending June 30, 2025 and thereafter the period beginning July 1 of each year and ending on the ensuing June 30.

"Business Day" means a day on which either the Trustee or the County are not required to open or are authorized by law to remain closed.

"Cede & Co." means Cede & Co., the nominee of DTC or any successor nominee of DTC with respect to the 2024A LOBs.

"Code" means the Internal Revenue Code of 1986, as amended.

"Contract" means the Installment Financing Contract dated as of July 1, 2024 between the Corporation and the County and any amendments or supplements thereto including the Exhibits attached thereto.

"Corporation" means Cabarrus County Development Corporation, a North Carolina nonprofit corporation.

"Corporation Representative" means any person or persons at the time designated to act on behalf of the Corporation for purposes of performing any act on behalf of the Corporation under the Contract and this Indenture by a written certificate furnished to the County and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Corporation by its President.

"Cost of Acquisition and Construction" includes payment of or reimbursement for the following items:

(a) the Costs of Issuance;

(b) obligations incurred or assumed for the Project in connection with the acquisition, construction, renovation and equipping thereof, including, without limitation, costs of obtaining title insurance for, environmental assessments of and surveys of the Sites;

(c) the cost of acquisition, construction, renovation and equipping of the Project, including, without limitation, the Corporation's fees and expenses, fees and expenses of the Local Government Commission of the State (the "LGC"), taxes, inspection costs, an insurance policy, if any, a financial surety bond, if any, permit fees, filing and recording costs and advertising expenses in connection with the acquisition, construction, renovation and equipping of the Project; and

(d) all other costs which are considered to be a part of the cost of acquisition, construction, renovation and equipping of the Project in accordance with generally accepted accounting principles and which will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the County hereunder, including sums required to reimburse the County for advances made by the County that are properly chargeable to the acquisition, construction, renovation and equipping of the Project.

"Costs of Issuance" means the costs incurred in connection with the initial issuance of any Obligations, including, without limitation, all printing expenses in connection with this Indenture, the Contract, and the documents and certificates contemplated hereby, the Preliminary Official Statement and the Official Statement for such Obligations, and the legal fees and expenses of counsel to the Corporation, special counsel, counsel to the County, other counsel, counsel to the underwriter(s) or purchaser(s) of such Obligations, rating agency fees, North Carolina Municipal Council (or its successor) assessments, any accounting expenses incurred in connection with determining that such Obligations are not "arbitrage bonds" within the meaning of the Code, the Trustee's initial fees and expenses (including attorney's fees), and state license fees, on the submission of requisitions by the County signed by a County Representative stating the amount to be paid, to whom it is to be paid and the reason for such payment, and that the amount of such requisition is justly due and owing and has not been the subject of another requisition which was paid and is a proper expense of executing and delivering such Obligations.

"DTC" means The Depository Trust Company, a limited purpose company organized under the law of the State of New York, and its successors and assigns.

"DTC Participant" or "DTC Participants" means securities brokers and dealers, banks, trust companies, clearing banks and certain other banks which have access to the DTC system.

"Event of Default" means those defaults specified in Section 7.01 of this Indenture.

"Federal Securities" means, subject to any limitations set forth in any supplemental indenture and, to the extent such investments qualify under Section 159-30 of the General Statutes of North Carolina, as amended from time to time, (a) direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying



government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

"Fitch" means Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Corporation, by notice to the Trustee.

"Insurer" means, with respect to a series of Obligations, that insurance company, if any, or its successor, insuring the scheduled payment when due of the principal and interest with respect to such series of Obligations.

"Insurer Default" means, subject to any modification set forth in a supplemental indenture, the following: (a) the failure of the Insurer to make any payment required under the Policy when the same shall become due and payable and such failure has not been cured or waived, (b) the Insurer contests the binding validity of the Policy and such Policy shall have been declared null and void or unenforceable in a final determination by a court of law, (c) a decree or order for relief shall be entered by a court or insurance regulatory authority having jurisdiction over the Insurer in an involuntary case under an applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a conservator, rehabilitator, receiver, liquidator, custodian, trustee, sequestrator (or similar official) of the Insurer or for a substantial part of the property of the Insurer or ordering the winding-up or liquidation of the affairs of the Insurer, and the continuance of any such decree or order shall be unstayed and remain in effect for a period of ninety (90) consecutive days thereafter; or (d) the Insurer shall voluntarily suspend transaction of its business and shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, shall consent to the entry of an order for relief in an involuntary case under any such law or shall consent to the appointment of or taking possession by a conservator, rehabilitator, receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) of the Insurer or for any substantial part of its property, or shall make a general assignment for the benefit of creditors.

"Installment Payment Date" means, with respect to the 2024A LOBs, each February 1 and August 1, beginning [February 1, 2025].

"Moody's" means Moody's Investors Service, Inc., its successors and their assigns, and, if such entity for any reason no longer performs the function of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Corporation, by notice to the Trustee.

"Obligations" means the 2024A LOBs and any Additional Obligations executed and delivered pursuant to Section 2.11.

"Opinion of Counsel" means an opinion in writing of legal counsel, who may be counsel to the Trustee, the County or the Corporation.

"Outstanding" or "Obligations Outstanding" means all Obligations which have been executed and delivered, except:

- (a) Obligations canceled or which shall have been surrendered to the Trustee for cancellation;
- (b) Obligations in lieu of which other Obligations have been authenticated under Sections 2.08 or 2.09;
- (c) Obligations which shall have been redeemed as provided in Article IV (including Obligations redeemed on a partial payment as provided in Section 4.01); and

(d) Obligations which shall be deemed to have been paid under Article VI.

The term "Outstanding" or "Obligations Outstanding" specifically includes any Obligations with respect to which the principal or interest has been paid by the Insurer for such series of Obligations.

"Owner" or "Owners" means, initially, Cede & Co., as nominee for DTC, and in the event the book-entry system of evidence and transfer of ownership, in the Obligations is discontinued pursuant to Section 2.02, the registered owner or owners of any Obligation fully registered as shown in the registration books of the Trustee.

"Permitted Investments" means, any investment to the extent otherwise permitted by applicable law (including, without limitation, Section 159-30 of the North Carolina General Statutes), subject to any limitations set forth in any supplemental indenture or imposed by an Insurer.

"Person" or "person" means natural persons, firms, associations, banks and public bodies.

"Policy" shall mean with respect to a series of Obligations, a municipal bond insurance policy, if any, which insures the scheduled payment when due of the principal and interest with respect to such series of Obligations as provided in said Policy.

"Project" shall collectively mean the 2024A Project and all other facilities, equipment and assets financed in whole or in part with proceeds derived from the execution and delivery of Additional Obligations pursuant to Section 2.11 of this Indenture.

"Record Date" means the fifteenth day (whether or not a Business Day) of the month next preceding an Installment Payment Date.

"Redemption Fund" means the special fund created under Section 3.08.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, its successors and their assigns, and, if such entity for any reason no longer performs the function of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Corporation, by notice to the Trustee.

"Tax Certificate" means, with respect to the 2024A LOBs, collectively (a) the Certificate as to Non-Arbitrage and Other Matters dated the date of delivery of the 2024A LOBs, executed by the County and (b) the Tax Compliance Agreement dated the date of delivery of the 2024A LOBs, executed by the County and the Corporation.

"Trust Estate" means the property pledged and assigned to the Trustee pursuant to the granting clauses hereof.

"Trustee Representative" means the person or persons at the time designated to act on behalf of the Trustee for purposes of performing any act on behalf of the Trustee under this Indenture by a written certificate furnished to the County and the Corporation containing the specimen signature of such person or persons and signed on behalf of the Trustee by any duly authorized officer of the Trustee.

"2024A LOBs" means the not to exceed \$[ ] Cabarrus County Development Corporation Limited Obligation Refunding Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2024A evidencing proportionate and undivided interests in the right to receive certain Revenues pursuant to the Contract.

"2024A Project" means, collectively, the Facilities financed with the 2024A LOBs and the Site(s) on which the Facilities financed with the 2024A LOBs are located, each as described in Exhibit A of the Contract, together with any additions, modifications, attachments, replacements and parts thereof.

Section 1.02. *Interpretations.* For purposes of this Indenture:

(a) *Successors.* References to specific persons, positions or officers shall include those who or which succeed to or perform their respective functions, duties or responsibilities.

(b) *Laws.* References to the Code, or to the laws or Constitution of the State, or rules or regulations thereunder, or to a section, division, paragraph or other provision thereof, shall include those laws and rules and regulations, and that section, division, paragraph or other provision thereof as from time to time amended, modified, supplemented, revised or superseded, provided that no such amendment, modification, supplementation, revision or supersession shall be applied to alter the obligation to pay the principal, premium, if any, or interest due and owing with respect to the Obligations Outstanding in the amount and manner, at the times, and from the sources provided in this Indenture, except as otherwise herein permitted.

(c) *Singular/Plural.* Unless the context otherwise indicates, words importing the singular number include the plural number and words importing the plural number include the singular number.

(d) *Computations.* Unless otherwise provided in this Indenture or the facts are then otherwise, all computations required for the purposes of this Indenture shall be made on the assumptions that: (i) all Installment Payments are paid as and when the same become due; and (ii) all credits required by this Indenture to be made to any fund or account are made in the amounts and at the times required.

(e) *Exclusion of Obligations Held by or for the County and the Corporation.* In determining whether the Owners of the requisite principal amount of Obligations Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Obligations owned by the County or the Corporation shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee is protected in relying on any such request, demand, authorization, direction, notice, consent or waiver, only Obligations which the Trustee knows to be so owned shall be disregarded.

(f) *Obligations and Opinions.* Except as otherwise specifically provided in this Indenture, each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include an identification of any certificates or opinions relied on in such certificate or opinion, and a statement: (i) that the person making the certificate or opinion has read the covenant or condition and the definitions herein relating thereto; (ii) as to the nature and scope of the examination or investigation on which the statements or opinions contained in the certificate or opinion are based; (iii) that in the opinion of such person, he or she has made such examination and investigation as is necessary to enable him or her to express an informed opinion as to whether the covenant or condition has been complied with; and (iv) as to whether, in the opinion of such person, the condition or covenant has been complied with.

(g) *Counsel Opinions.* Any Opinion of Counsel may be qualified by reference to the constitutional powers of the United States of America and the State, the police and sovereign powers of the State, judicial discretion, and bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights and similar matters.

(h) *Consolidated Certifications, Opinions and Instruments.* When several matters are required to be certified by, or covered by an opinion of, any specified person, it is not necessary that all such matters

be certified by, or covered by the opinion of, only one such person, or that they are so certified or covered by only one document, but one such person may certify or give an opinion with respect to some matters and one or more other such persons as to other matters, and any such person may certify or give an opinion as to such matters in one or several documents. When any person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, such instruments may, but need not, be consolidated and form one instrument.

(i) *Opinions and Certifications of County and Corporation.* Any certificate or opinion of an officer of the County or the Corporation may be based, insofar as it relates to legal matters, on a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters on which his or her certificate or opinion is based are erroneous. Any such certificate or opinion may be based, insofar as it relates to factual matters, on a certificate or opinion of, or representations by, an officer or officers of the Corporation or the County stating that the information with respect to such factual matters is in the possession of the County or the Corporation, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such factual matters are erroneous.

(j) *References to Indenture.* The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Indenture as a whole and not to any particular article, section or subdivision hereof; and the term "heretofore" means before the date of execution of this Indenture, the term "now" means at the date of execution of this Indenture, and the term "hereafter" means after the date of execution of this Indenture.

(k) *Section and Article References.* References in this Indenture to Section or Article numbers, without added references to other documents, are to the indicated Sections or Articles in this Indenture.

(l) *Gender.* Words of the masculine gender include correlative words of the feminine and neuter genders.

(m) *Captions.* The captions or headings of this Indenture and the table of contents appended to copies hereof are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles or sections of this Indenture.

(n) *Remedies.* Nothing expressed or implied in this Indenture is intended or shall be construed to confer on or to give any Person, other than the County, the Trustee, the Corporation and the Owners of the Obligations, any right, remedy or claim under or by reason of this Indenture or any covenant, agreement, condition or stipulation hereof.

(o) *References to Fees and Expenses.* Whenever this Indenture contains a reference to fees or expenses, such reference is deemed to include the word "reasonable" as an antecedent thereto.

## **ARTICLE II**

### **AUTHORIZATION, TERMS AND ISSUANCE OF OBLIGATIONS**

Section 2.01. *Authorized Amount of Obligations.* No Obligations may be executed and delivered hereunder except in accordance with this Article II. The aggregate principal amount of 2024A LOBs that may be executed and delivered pursuant to Section 2.08 is \$[\_\_\_\_\_]. Additional Obligations may be delivered as provided in Section 2.11 of this Indenture.

Section 2.02. *Execution and Delivery of Obligations; Authorization of the 2024A LOBs.*

(a) No Obligations may be executed and delivered except in accordance with the provisions of this Indenture. All Obligations shall constitute proportionate undivided interests in the right to receive Revenues under the Contract. All covenants, agreements and provisions of this Indenture shall be for the benefit and security of all present and future Owners without preference, priority or distinction as to lien or otherwise, except as otherwise provided herein, of any one Obligation over any other Obligation by reason of priority in the issue, sale or negotiation thereof, or otherwise.

(b) The 2024A LOBs shall mature (subject to the right of prior redemption as hereinafter set forth) on August 1 in each year in the amounts and bear interest (computed on the basis of a 360-day year of twelve 30-day months and payable on each Installment Payment Date) from the dates as determined by reference to the paragraphs below until the principal with respect to said 2024A LOBs has been paid in full or duly provided for in accordance with the provisions hereof as follows:

MATURITY DATE (AUGUST 1)	PRINCIPAL AMOUNT	INTEREST RATE
[202__]	\$[_____]	[_.]%

(c) The 2024A LOBs shall be dated as of their date of delivery, if executed and delivered before the first Installment Payment Date, or if executed and delivered on any later date, as of the Installment Payment Date next preceding their date of issuance, or if executed and delivered on an Installment Payment Date, as of such date; provided, however, that if the interest with respect to the 2024A LOBs is in default, 2024A LOBs executed and delivered in exchange for 2024A LOBs surrendered for transfer or exchange will be dated as of the date to which interest has been paid in full on the 2024A LOBs so surrendered.

(d) The 2024A LOBs will be initially delivered by means of a book-entry system with no physical distribution of 2024A LOBs made to the public. A book-entry system will be employed, evidencing ownership of the 2024A LOBs in principal amounts of \$5,000 or any whole multiple thereof,

with transfers of beneficial ownership effected on the records of DTC and DTC Participants pursuant to rules and procedures established by DTC.

(e) Each DTC Participant will be credited in the records of DTC with the amount of such DTC Participant's interest in the 2024A LOBs. Beneficial ownership interests in the 2024A LOBs may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners will not receive 2024A LOBs representing their beneficial ownership interests. The ownership interests of each Beneficial Owner will be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its 2024A LOBs. Transfers of ownership interests in the 2024A LOBs will be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE 2024A LOBS, THE TRUSTEE SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE 2024A LOBS FOR ALL PURPOSES UNDER THIS INDENTURE, INCLUDING RECEIPT OF ALL PRINCIPAL, PREMIUM, IF ANY, AND INTEREST WITH RESPECT TO THE 2024A LOBS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE TRUSTEE TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS INDENTURE.

(f) Payments of principal, interest and redemption premium, if any, with respect to the 2024A LOBs, so long as DTC is the only Owner of the 2024A LOBs, will be paid by the Trustee directly to DTC or its nominee, Cede & Co., as provided in the Blanket Letter of Representation dated June 21, 1999 from the Corporation to DTC (the "Letter of Representation"). DTC will remit such payments to DTC Participants, and such payments thereafter will be paid by DTC Participants to the Beneficial Owners. The County, the Corporation and the Trustee shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

(g) In the event that (a) DTC determines not to continue to act as securities depository for the 2024A LOBs or (b) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the 2024A LOBs would adversely affect the interests of the County or the Beneficial Owners of the 2024A LOBs, the County shall discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County will cause the Trustee to authenticate and deliver replacement 2024A LOBs in the form of fully registered 2024A LOBs to each Beneficial Owner.

(h) THE COUNTY, THE CORPORATION AND THE TRUSTEE DO NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (A) THE 2024A LOBS; (B) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (C) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST WITH RESPECT TO THE 2024A LOBS; (D) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS INDENTURE TO BE GIVEN TO OWNERS; (E) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE 2024A LOBS; OR (F) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(i) In the event that a book-entry system of evidence and transfer of ownership of the 2024A LOBs is discontinued pursuant to the provisions of this Section, the 2024A LOBs shall be delivered solely as fully registered 2024A LOBs without coupons in the denominations of \$5,000 and any whole multiple

thereof, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions of Article II hereof.

(j) The 2024A LOBs and any premiums on the redemption thereof before maturity will be payable in lawful money of the United States of America and at the principal corporate trust office of the Trustee on presentation and surrender. Interest with respect to the 2024A LOBs will be paid by the Trustee by check mailed on the Installment Payment Date to each Owner as its name and address appear on the register kept by the Trustee on the fifteenth day (whether or not a Business Day) of the month next preceding an Installment Payment Date; provided that, any Owner of a 2024A LOB or 2024A LOBs in an aggregate principal amount of not less than \$500,000 may, by prior written instructions filed with the Trustee not later than three Business Days prior to the Installment Payment Date (which instructions shall remain in effect until revoked by subsequent written instructions), instruct that interest payments for any period be made by wire transfer to an account in the continental United States or other means acceptable to the Trustee.

Section 2.03. **Limited Obligation.** Each Obligation evidences a proportionate undivided interest in the right to receive certain Revenues under the Contract. The Obligations are payable solely from Revenues (as defined in the Contract) as, when and if the same are received by the Trustee, which Revenues are to be held in trust by the Trustee for such purposes in the manner and to the extent provided herein. The Owner of each Obligation is not entitled to receive more than the amount of principal, premium, if any, and interest with respect to such Obligation. The Obligations do not constitute a debt of the County or any assignee of the County under the Contract.

NOTWITHSTANDING ANY PROVISION OF THIS INDENTURE, THE CONTRACT OR THE DEED OF TRUST WHICH MAY BE TO THE CONTRARY, NO PROVISION OF THIS INDENTURE, THE CONTRACT OR THE DEED OF TRUST SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. NO PROVISION OF THIS INDENTURE, THE CONTRACT OR THE DEED OF TRUST SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS INDENTURE, THE CONTRACT OR THE DEED OF TRUST SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THE CONTRACT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY THE COUNTY TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE COUNTY TO MAKE ANY PAYMENT COMING DUE UNDER THE CONTRACT WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE COUNTY IN ANY ACTION FOR ANY BREACH OF THE CONTRACT, THIS INDENTURE OR THE DEED OF TRUST, AND THE TAXING POWER OF THE COUNTY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS INDENTURE, THE CONTRACT OR THE DEED OF TRUST. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS INDENTURE, THIS PARAGRAPH SHALL TAKE PRIORITY AND SHALL INCORPORATE HEREIN BY REFERENCE ARTICLE XIV OF THE CONTRACT.

Section 2.04. **Execution of the Obligations.** The Obligations shall be executed on behalf of the Corporation with the manual or facsimile signature of its President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Corporation, and be attested with the manual or facsimile signature of its Secretary. If any officer of the Corporation whose signature or whose facsimile signature appears on the Obligations ceases to be such officer before the



authentication of such Obligations, such signature or the facsimile thereof shall nevertheless be valid and sufficient for all purposes as if he had remained in office until authentication; and any Obligation may be signed on behalf of the Corporation by such persons as are at the time of execution of such Obligation proper officers of the Corporation, even though at the date of this Indenture, such person was not such officer.

Section 2.05. ***Authentication.*** No Obligation is valid or becomes obligatory for any purpose or is entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Obligation substantially in the form included in Exhibit A hereto has been duly executed by the Trustee and such executed certificate of the Trustee on any such Obligation is conclusive evidence that such Obligation has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Obligation shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it is not necessary that the same officer or signatory sign the certificate of authentication on all of the Obligations executed and delivered hereunder.

Section 2.06. ***Form of 2024A LOBs.*** The 2024A LOBs shall be substantially in the form set forth in Exhibit A to this Indenture, with such appropriate variations, omissions and insertions as may be permitted or required hereby.

Section 2.07. ***Delivery of the 2024A LOBs.*** On the execution and delivery of this Indenture, the Corporation shall issue the 2024A LOBs in the aggregate principal amount of \$[\_\_\_\_\_] to the Trustee, and the Trustee shall authenticate the 2024A LOBs and shall deliver them to the original purchaser thereof as directed by the Corporation as hereinafter in this Section provided.

(a) Before the authentication and delivery of any of the 2024A LOBs, the Trustee has received:

(i) an originally executed counterpart of the Contract, this Indenture and the Deed of Trust and a certified copy of the resolution adopted by the Board of Commissioners of the County, approving the Contract;

(ii) a request and authorization to the Trustee on behalf of the Corporation and signed by a Corporation Representative to authenticate and deliver the 2024A LOBs; and

(iii) a certificate of a County Representative as required by Section 4.16 of the Contract.

(b) Then, the Trustee shall deliver the 2024A LOBs, on payment to the Trustee of a sum specified in a separate purchase agreement among the County, the Corporation and the original purchaser or original purchasers of the 2024A LOBs, plus accrued interest with respect to the 2024A LOBs, if any, to the date of delivery. Such sum shall be deposited in the Acquisition and Construction Fund pursuant to Article III or applied as otherwise directed in writing by the County.

Section 2.08. ***Mutilated, Lost, Stolen or Destroyed Obligations.*** If any Obligation is mutilated, lost, stolen or destroyed, a new Obligation may be executed and delivered on behalf of the Corporation, of like date, maturity, denomination and series as that mutilated, lost, stolen or destroyed, upon execution of the Corporation and authentication of the Trustee; provided that the Trustee has received indemnity of the County, the Corporation and the Trustee from the Owner of the Obligation satisfactory to the Trustee and provided further, in case of any mutilated Obligation, that such mutilated Obligation is first surrendered to the Trustee, and in the case of any lost, stolen or destroyed Obligation, that there is first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee. If any such Obligation has matured, instead of delivering a duplicate Obligation, the Trustee may pay the same without surrender

thereof. The Trustee may charge the Owner of the Obligation with its reasonable fees and expenses in this connection.

Section 2.09. **Registration of Obligations; Persons Treated as Owners; Transfer of Obligations.** Books for the registration and for the transfer of Obligations shall be kept by the Trustee which is hereby appointed the registrar. On surrender for transfer of an Obligation at the principal corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney duly authorized in writing, the Trustee shall deliver in the name of the transferee or transferees a new authenticated and fully registered Obligation or Obligations of the same series.

The Trustee is not required to register the transfer of any Obligations during the period of 15 days next preceding the mailing of notice calling such Obligation for redemption as herein provided, or after any Obligation has been selected for redemption.

As to any Obligation, the person in whose name the same is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest with respect to such Obligation shall be made only to or on the written order of the Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge such Obligation to the extent of the sum or sums paid.

The Trustee shall require the payment, by any Owner requesting transfer of Obligations, of any tax, trustee fee, fee or other governmental charge required to be paid with respect to such transfer. If any transfer requires that more than one Obligation be executed and delivered, the principal amounts of which equal the principal amount of the Obligations surrendered for transfer, an additional fee (including the cost of printing the Obligations, if necessary) will be required.

Section 2.10. **Cancellation of Obligations.** Whenever any Outstanding Obligations are delivered to the Trustee for cancellation pursuant to this Indenture, on payment thereof or for or after replacement pursuant to Section 2.08 or 2.09 of this Indenture, such Obligations shall be promptly canceled and burned or otherwise destroyed by the Trustee, and counterparts of a certificate of destruction evidencing such burning or other destruction shall be furnished by the Trustee to the County.

Section 2.11. **Additional Obligations.** So long as the Contract remains in effect and no Event of Default has occurred and is continuing, Additional Obligations, which may consist of certifications of participation, limited obligation bonds or any combination of certificates of participation and/or limited obligation bonds, may be executed and delivered on the terms and conditions provided herein.

Additional Obligations may be delivered by the Trustee to provide funds to pay: (i) the cost of renovating, equipping or expanding the Premises or acquiring, constructing, renovating and equipping other facilities or acquiring equipment and other capital assets for utilization by the County for public purposes; (ii) the cost of refunding of all or any portion of the Obligations then Outstanding, any other installment financing obligations of the County or any other debt obligations of the County; and (iii) the cost of the execution, delivery and sale of the Additional Obligations, including such other costs reasonably related to a refunding under subparagraph (ii) hereof.

Additional Obligations may be executed and delivered only on there being filed with the Trustee:

(a) Originally executed counterparts of a supplemental indenture and an amendment to the Contract adopted in accordance with the requirements of Article IX and approved by the LGC, if so required by law, including requirements regarding approval of the Owners, if applicable, and, if the County, acting in its sole discretion, has determined that all or any portion of any property, buildings or equipment related

to the facilities being financed (but not refinanced), is to be subjected to the Deed of Trust, also expressly providing that, for all the purposes hereof, the property covered by the Deed of Trust shall include such portion, if any, designated by the County of the property, buildings or equipment related to the facilities being financed (but not refinanced) by the Additional Obligations, and that the Obligations being executed and delivered, as well as any Obligations and Additional Obligations theretofore or thereafter executed and delivered, shall be secured on a parity with all Obligations Outstanding, including the 2024A LOBs, except that the date or dates of the Additional Obligations, the rate or rates of interest with respect to the Additional Obligations, the time or times of payment of the interest with respect thereto and the principal amount with respect thereto, and provisions for the redemption thereof, if any, all shall be as provided in the supplemental indenture and amendment to the Contract, and further providing for an increase in the Purchase Price and the Installment Payments required or authorized to be paid to the Trustee under the Contract in such amount as shall be necessary to pay (assuming that no Event of Default shall occur), the principal, premium, if any, and interest with respect to the Additional Obligations.

(b) A written Opinion or Opinions of Counsel with recognized expertise in tax-exempt financing and mutually acceptable to the County, the Corporation and the Trustee, to the effect that the amendment to the Contract and the authentication of the Additional Obligations have been duly authorized, that the amendment to the Contract is valid and enforceable against the County and that the exclusion from gross income for federal income tax purposes of the interest component of the Installment Payments will not be adversely affected by the issuance of the Additional Obligations, and that the sale and delivery of the Additional Obligations will not constitute a default under the Contract or this Indenture or cause any violation of the covenants, agreements or representations herein or therein.

(c) A written order to the Trustee to deliver the Additional Obligations to the purchaser or purchasers therein identified on payment to the Trustee of a specified sum plus accrued interest.

Each of the Additional Obligations executed and delivered pursuant to this Section 2.11 shall be secured, *pari passu*, with the 2024A LOBs originally executed and delivered and all other series of Additional Obligations, if any, executed and delivered pursuant to this Section 2.11, without preference, priority or distinction of any Obligations or Additional Obligations over any other.

### ARTICLE III

#### REVENUES AND FUNDS

Section 3.01. ***Source of Payment of Obligations; Deposit of Obligation Proceeds.*** All Obligations evidence proportionate undivided interests in the right to receive Revenues under the Contract. Installment Payments, when, as and if received by the Trustee, shall be held hereunder for payment of the principal, premium, if any, and interest with respect to the Obligations as provided in this Indenture. The Trustee will cause \$[\_\_\_\_\_], representing the aggregate prepayment price of the Prior Contract, to be remitted to the Prior Trustee on the Closing Date to prepay the Prior Contract. The Prior Trustee will be directed by the County to deposit such amount in the Redemption Fund established under the Prior Indenture on the Closing Date and apply such amount to refund the Refunded Obligations on the Closing Date. Unless otherwise specified in writing by the County, the remaining proceeds from the sale of any 2024A LOBs shall be deposited to the credit of the Acquisition and Construction Fund. The proceeds of any Additional Obligations, executed and delivered pursuant to Section 2.11, shall be applied by the Trustee as directed in a certificate signed by a County Representative.

Section 3.02. ***Creation of the Bond Fund.*** A special fund is hereby created and established with the Trustee, to be designated "Cabarrus County Development Corporation Limited Obligation Refunding Bonds (County of Cabarrus, North Carolina Installment Financing Contract) Bond Fund" (the "Bond

Fund"), the moneys in which shall be used to pay the principal, premium, if any, and interest with respect to the Obligations. Within the Bond Fund, there are hereby created and ordered established an Interest Account and a Principal Account, the moneys in which shall be used as set forth in Section 3.06.

Section 3.03. ***Payments into the Interest Account of the Bond Fund.*** There shall be deposited into the Interest Account of the Bond Fund (a) all accrued interest received at the time of the sale and delivery of the respective series of Obligations, if any; (b) that portion of each payment of Installment Payments which is designated and paid as interest under the Contract (except as such amount is reduced pursuant to Section 3.05); (c) investment earnings on the Bond Fund and the Redemption Fund, as provided in Section 5.01; (d) Net Proceeds from any lease of the Premises after an Event of Default to the extent required to pay the next installment of interest with respect to the Obligations or any previous installment of interest not paid; and (e) all other moneys received by the Trustee under this Indenture accompanied by written directions from the County that such moneys are to be deposited into the Interest Account of the Bond Fund. The Trustee shall credit all amounts deposited into the Interest Account of the Bond Fund, including particularly the amounts set forth in Section 3.1 of the Contract, toward the Installment Payment then due and payable under the Contract. The Trustee shall notify the County of all amounts credited toward Installment Payments within 30 days of such credit.

Section 3.04. ***Payments Into the Principal Account of the Bond Fund.*** There shall be deposited into the Principal Account of the Bond Fund (a) that portion of each payment of Installment Payments which is designated and paid as principal under the Contract; (b) Net Proceeds from any lease of the Premises after an Event of Default after the deposit required by Section 3.03; and (c) all other moneys received by the Trustee under this Indenture accompanied by written directions from the County that such moneys are to be deposited into the Principal Account of the Bond Fund.

Section 3.05. [Reserved]

Section 3.06. ***Use of Moneys in the Bond Fund.*** Moneys in the Interest Account of the Bond Fund shall be used solely for the payment of the interest with respect to the Obligations as the same becomes due and payable. Moneys in the Principal Account of the Bond Fund shall be used solely for the payment of the principal with respect to the Obligations. Investment earnings on moneys on deposit in the Bond Fund shall be applied to the next payment of Installment Payments or transferred from time to time upon written direction from a County Representative to the Acquisition and Construction Fund and applied in accordance with the provisions of the Acquisition and Construction Fund. If the Obligations are to be redeemed in whole pursuant to Section 4.01, any moneys remaining in the Bond Fund shall be applied to such redemption along with other moneys held by the Trustee for such purpose.

Section 3.07. ***Custody of the Bond Fund.*** The Bond Fund shall be in the custody of the Trustee. The Trustee shall withdraw sufficient funds from the Bond Fund to pay the principal and interest with respect to the Obligations as the same become due and payable, which responsibility, to the extent of the moneys therein, the Trustee hereby accepts.

Section 3.08. ***Creation of the Redemption Fund.*** There is hereby created and established with the Trustee the "Cabarrus County Development Corporation Limited Obligation Refunding Bonds (County of Cabarrus, North Carolina Installment Financing Contract) Redemption Fund" (the "Redemption Fund") into which shall be deposited all Net Proceeds and other available funds, to the extent the same is required to be deposited therein under Article VII or Section 3.5 of the Contract, and any other moneys provided by the County to be applied to a redemption of principal components of Installment Payments. Moneys on deposit in the Redemption Fund shall be disbursed for redemption of the Obligations as provided in Sections 4.01(a) and (b) of this Indenture. Any income from investment of moneys in the Redemption Fund not disbursed in accordance with the preceding sentence shall be deposited into the Interest Account of the

Bond Fund and applied to the next payment of the Installment Payments. Whenever any moneys on deposit in the Redemption Fund are disbursed for redemption of less than all of the Outstanding Obligations, the Installment Payments set forth in the Contract shall be recalculated by the Trustee to reflect the reduction in the outstanding principal amount of the Obligations after such redemption. The Installment Payments, as recalculated, shall be payable January 27 and July 27 in amounts equal to the amount necessary to pay the principal and interest with respect to the Obligations coming due on the next occurring February 1 or August 1, as the case may be.

Section 3.09. ***Nonpresentment of Obligations.*** If any Obligation is not presented for payment when due, if funds sufficient to pay such Obligation have been made available to the Trustee for the benefit of the Owner thereof, it is the duty of the Trustee to hold such funds without liability for interest thereon, for the benefit of the Owner of such Obligation, who shall be restricted exclusively to such funds for any claim of whatever nature on his or her part under the Contract or this Indenture or on or with respect to such Obligation.

Any money that is so set aside or transferred and that remains unclaimed by the Owners for a period of five years after the date on which such Obligations have become payable will be treated as abandoned property under Chapter 116B of the General Statutes of North Carolina, as amended, and the Trustee shall report and remit this property to the Escheat Fund according to the requirements of Section 116B-51 et seq. of the General Statutes of North Carolina, as amended. Thereafter, the Owners may look to the Escheat Fund for payment and then only to the extent of the amounts so received without any interest thereon, and the Trustee, the Corporation and the County shall have no responsibility with respect to such money.

Section 3.10. ***Creation of Additional Accounts in Supplemental Indentures.*** The supplemental indenture for each series of Obligations executed and delivered hereunder may establish accounts within the funds established hereunder.

Section 3.11. ***Creation of the Acquisition and Construction Fund.*** A special fund is hereby created and established with the Trustee to be designated "Cabarrus County Development Corporation Limited Obligation Refunding Bonds (County of Cabarrus, North Carolina Installment Financing Contract) Acquisition and Construction Fund" (the "Acquisition and Construction Fund"). Unless otherwise specified in writing by the County, the balance of the proceeds from the sale of the 2024A LOBs remaining after funding any deposits set forth in Section 3.01, if any, shall be deposited into the Acquisition and Construction Fund. In addition, the Trustee shall deposit into the Acquisition and Construction Fund such amounts as the County may designate in a certificate signed by a County Representative in connection with the issuance of Additional Obligations pursuant to Section 2.11. The Trustee shall create accounts within the Acquisition and Construction Fund on the County's written direction. Any moneys held in the Acquisition and Construction Fund or any account thereof shall be invested and reinvested by the Trustee in accordance with this Indenture, and the income therefrom shall be retained in the Acquisition and Construction Fund or any account thereof and used (together with all other moneys held in the Acquisition and Construction Fund) to pay the Cost of Acquisition and Construction, as directed by the County in writing. Moneys held in the Acquisition and Construction Fund shall be disbursed in accordance with Section 4.2 of the Contract. The proceeds of an applicable series of Obligations may be moved from one account to another account in the Acquisition and Construction Fund on the County's written direction with a supporting Opinion of Bond Counsel.

Section 3.12. ***Application of Acquisition and Construction Fund Subsequent to Completion of Acquisition and Construction.*** The balance, if any, remaining in the Acquisition and Construction Fund after the payment of all Cost of Acquisition and Construction, as certified in writing to the Trustee by a County Representative, (i) may be applied by the Trustee for any purpose permitted by applicable law which, in the opinion of nationally recognized bond counsel, will not cause interest with respect to the

2024A LOBs to become includable in the gross income of the owners thereof for federal income tax purposes or (ii) absent the delivery of such an opinion to the Trustee, will be deposited first to the credit of the Interest Account and next to the Principal Account of the Bond Fund and applied to the future Installment Payments coming due under the Contract with respect to the 2024A LOBs in the order of their due date.

Section 3.13. ***Moneys To Be Held in Trust; Reports to County.*** The ownership of the Bond Fund, the Redemption Fund, the Acquisition and Construction Fund and any other fund or account created hereunder or under the Contract shall be in the Trustee, for the benefit of the Owners as specified in the Indenture. Not less than once during each calendar year, the Trustee shall provide the County with an accounting for all receipts to and disbursements from each fund or account.

Section 3.14. ***Repayment to the County From the Trustee.*** After payment in full of the Obligations, the interest with respect thereto, any premium thereon, the fees, charges and expenses of the Trustee and all other amounts required to be paid hereunder and under the Contract, any amounts remaining in the Bond Fund, the Redemption Fund, the Acquisition and Construction Fund or otherwise held by the Trustee pursuant hereto shall be paid to the County on the expiration or sooner termination of the Contract as a return of an overpayment of Installment Payments.

Section 3.15. ***Custody of Separate Trust Fund.*** The Trustee is authorized and directed to hold all Net Proceeds from any insurance proceeds or condemnation awards (which shall be in a separate fund) and disburse such proceeds in accordance with Article VII of the Contract. If the County directs that any portion of such Net Proceeds be applied to redeem Obligations in accordance with the Contract, the Trustee covenants and agrees to take and cause to be taken the necessary steps to redeem on the next succeeding redemption date the amount of Obligations so specified by the County.

## ARTICLE IV

### REDEMPTION OF OBLIGATIONS

Section 4.01. ***Redemption Dates and Prices.*** The 2024A LOBs are subject to redemption, in whole or in part, as set forth below:

(a) ***Optional Redemption.*** The 2024A LOBs maturing on or before [August 1, 203\_\_] are not subject to optional redemption before maturity. The 2024A LOBs maturing on or after [August 1, 203\_\_] may be redeemed before their maturities at the option of the County, from any funds that may be available for such purpose, in whole or in part on any date on or after [August 1, 203\_\_]. The 2024A LOBs called for redemption under this paragraph will be redeemed at a redemption price equal to [100]% of the principal amount of the 2024A LOBs to be redeemed, together with accrued interest to the date fixed for redemption.

(b) ***Extraordinary Optional Redemption.*** If the County elects to prepay the Purchase Price in full or in part in accordance with Section 3.5(b) of the Contract, the 2024A LOBs shall be called for redemption in whole or in part, as applicable, on any date selected by the County before maturity from the Net Proceeds and other available moneys described in Section 3.5(b) of the Contract and deposited into the Redemption Fund. The 2024A LOBs called for redemption under this subsection shall be redeemed at the redemption price of 100% of the principal amount thereof, together with accrued interest to the redemption date, without premium.

(c) If called for redemption in part, the 2024A LOBs to be redeemed shall be redeemed in such order as the County shall select and within the same maturity as selected by DTC pursuant to its rules and

procedures or, if the book-entry system with respect to the 2024A LOBs is discontinued as provided in Section 2.02, by lot within a maturity in such manner as the Trustee in its discretion may determine.

When Obligations are to be redeemed in part, the schedule of Installment Payments set forth in the Contract shall be recalculated as necessary by the Trustee in the manner required by Section 3.08.

The Trustee shall pay to the Owners of Obligations so redeemed the amounts due on their respective Obligations at the principal corporate trust office of the Trustee on presentation and surrender of the Obligations; provided, however, that, if redeemed in part, the Obligations may be redeemed only in authorized denominations. Redemptions shall be accompanied by a written designation prepared by the Trustee stating the portion of the payment representing the unpaid principal amount of the Obligation immediately before the payment, the portion of the payment representing interest, and the remaining portion, if any, which shall be designated and paid as a redemption premium.

Section 4.02. **Notice of Redemption.** Notice of redemption identifying the Obligations or portions thereof to be redeemed shall be given by the Trustee in writing (or by other means acceptable to DTC) not less than 30 days nor more than 60 days before the date fixed for redemption by first-class mail, postage prepaid (registered or certified mail in the case of notice to DTC) (i) to DTC or its nominee or, if DTC or its nominee is no longer the Owner of the Obligations to be redeemed, to the then-registered Owners of the Obligations to be redeemed at their addresses appearing on the registration books maintained by the Trustee and (ii) to the LGC.

Notwithstanding the foregoing, (i) if notice is given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such redemption, (ii) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of the Obligations or portions thereof to be redeemed with respect to which notice was correctly given, and (iii) the failure to give any such notice to the parties described in clause (iii) in the preceding paragraph, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Obligations.

Notice of redemption shall specify, as applicable, (i) that the Obligations or a designated portion thereof are to be redeemed, (ii) the CUSIP numbers of the Obligation or Obligations to be redeemed, if any, (iii) the redemption date, (iv) the redemption price, (v) the redemption agent's name and address, (vi) the date of original issue of the Obligations to be redeemed, (vii) the interest rate with respect to the Obligations to be redeemed, (viii) the maturity date of the Obligations to be redeemed and (ix) if a redemption in part, called amounts for the Obligations to be redeemed.

Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

If at the time of mailing of notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Obligations or portions thereof called for redemption, which moneys are or will be available for redemption of said Obligations, such notice will state that it is conditional on the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

Section 4.03. **Redemptions.** Before the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Obligations or portions thereof called for redemption, together with accrued interest thereon to the redemption date, and any required premium. On the giving of notice and the deposit of such funds for redemption pursuant to this Indenture (which, in the case of redemption pursuant to Section 4.01(a) and (b) above, may be less than the full principal amount of the Outstanding Obligations and accrued interest



thereon to the redemption date), interest with respect to the Obligations or portions thereof thus called shall no longer accrue after the date fixed for redemption.

The Obligations or portions thereof called for redemption shall be due and payable on the redemption date at the redemption price, together with accrued interest thereon to the redemption date and any applicable redemption premium. If any required notice of redemption has been given and moneys sufficient to pay the redemption price, together with accrued interest thereon to the redemption date and any required redemption premium, have been deposited with the Trustee, the Obligations or portions thereof so called for redemption shall cease to be entitled to any benefit or security under this Indenture and the Owners of such Obligations shall have no rights in respect of such Obligations or portions thereof so called for redemption except to receive payment of the redemption price and accrued interest to the redemption date from such funds held by the Trustee.

Anything in this Indenture to the contrary notwithstanding, if an Event of Default occurs and is continuing, there will be no redemption of less than all of the Obligations Outstanding.

Section 4.04. ***Cancellation.*** All Obligations which have been redeemed shall not be redelivered but shall be canceled and burned or otherwise destroyed by the Trustee in accordance with Section 2.10.

Section 4.05. ***Delivery of New Obligations On Partial Redemption of Obligations.*** On surrender and cancellation of the Obligations called for redemption in part only, a new Obligation or Obligations of the same maturity and interest rate and of authorized denominations, in an aggregate principal amount equal to the unredeemed portion thereof, shall be executed on behalf of the Corporation and authenticated and delivered by the Trustee. The expenses of such execution, authentication, delivery and exchange shall be paid by the County as Additional Payments under the Contract.

## ARTICLE V

### INVESTMENTS

Section 5.01. ***Investment of Moneys.*** All moneys held as part of the Bond Fund, the Redemption Fund, the Acquisition and Construction Fund or any other fund or account created hereunder or under the Contract shall be deposited or invested and reinvested from time to time by the Trustee, at the written direction of the County as agent of the Corporation, in deposits or investments, which are Permitted Investments subject to the following restrictions:

(a) Moneys in the Acquisition and Construction Fund shall be invested only in obligations which will by their terms mature not later than the date the County estimates the moneys represented by the particular investment will be needed for withdrawal from the Acquisition and Construction Fund;

(b) Moneys in the Bond Fund shall be invested only in obligations which will by their terms mature on such dates as to ensure that on the date of each interest and principal payment, there will be in the Bond Fund from matured obligations and other moneys already in the Bond Fund, cash equal to the interest and principal payable on such payment date; and

(c) Moneys in the Redemption Fund shall be invested in obligations which will by their terms mature, or will be subject to redemption at the option of the owner thereof, on or before the date funds are expected to be required for expenditure or withdrawal.

Any and all such deposits or investments shall be held by or under the control of the Trustee. The Trustee may make any and all such deposits or investments through its own investment department or the

investment department of any bank or trust company under common control with the Trustee. The Trustee is specifically authorized to enter into agreements with itself or any other person, which agreements guarantee the repurchase of specific Permitted Investments at specific prices. Except as expressly provided in Article III of this Indenture, deposits or investments, shall at all times be a part of the fund or account from which the moneys used to acquire such deposits or investments shall have come, and all income and profits on such deposits or investments shall be credited to, and losses thereon shall be charged against, such fund or account. In computing the amount in any fund or account held under the provisions of this Indenture, obligations purchased as a deposit or investment of moneys therein shall be valued exclusive of accrued interest. The Trustee shall sell and reduce to cash a sufficient amount of such deposits or investments whenever the cash balance in any fund or account created hereunder is insufficient to satisfy the purposes of such fund or account.

The value of all Permitted Investments in the funds and accounts established under this Indenture shall be determined by the Trustee three (3) Business Days prior to each Installment Payment Date. In addition, the value of the Permitted Investments in such funds and accounts shall be determined by the Trustee at any time requested in writing by the County or the Corporation on reasonable notice to the Trustee (which period of notice may be waived or reduced by the Trustee); provided, however, that the Trustee shall not be required to determine the value of the Permitted Investments more than once in any calendar month.

Section 5.02. **Arbitrage Certification.** In reliance on the County's direction of investments as provided in Section 5.01 of this Indenture, and in reliance on the County's covenant in Article IX of the Contract, the Trustee certifies and covenants to and for the benefit of the Owners that so long as any of the Obligations remain Outstanding, moneys in any fund or account held by the Trustee under this Indenture, whether or not such moneys were derived from the proceeds of the sale of the Obligations or from any other source, will not, with actual knowledge, be deposited or invested in a manner which will cause the Obligations to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code.

## ARTICLE VI

### DISCHARGE OF INDENTURE

If, when the Obligations secured hereby become due and payable in accordance with their terms or otherwise as provided in this Indenture, the whole amount of the principal, premium, if any, and interest due and payable with respect to all of the Obligations shall be paid or provision has been made for the payment of the same, together with all other sums payable hereunder and any amounts owed to an Insurer, if any, then the right, title and interest of the Trustee in and to the Trust Estate and all covenants, agreements and other obligations of the Corporation to the Trustee and the Owners shall then cease, terminate and become void and be discharged and satisfied. In such event, on the written request of the County, the Trustee shall transfer and convey to the County all property assigned or pledged to the Trustee by the Corporation then held by the Trustee pursuant to this Indenture, and the Trustee shall execute such documents as may be reasonably required by the County and shall turn over to the County any surplus in any fund created under this Indenture.

Outstanding Obligations shall, before the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in this Article VI if (a) in case said Obligations are to be redeemed on any date before their maturity, the County has given to the Trustee in form satisfactory to the Trustee irrevocable instructions to give on a date in accordance with the provisions of Section 4.02 notice of redemption of such Obligations on said redemption date, (b) there has been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Securities that are Permitted Investments which shall not contain provisions permitting the redemption thereof at the option of the County, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Trustee at the same time, sufficient to pay, when due, the

principal, premium, if any, and interest due and to become due with respect to the Obligations on the redemption date or maturity date thereof, as the case may be, and (c) in the event said Obligations are not by their terms subject to redemption within the next 60 days, the County has given the Trustee in form satisfactory to it (i) irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 4.02, a notice to the Owners of such Obligations that the deposit required by (b) above has been made with the Trustee and that said Obligations are deemed to have been paid in accordance with this Section and stating such maturity or redemption date on which moneys are to be available for the payment of the principal, premium, if any, and interest with respect to said Obligations, (ii) verification from an accountant or other verification agent satisfactory to the Trustee that the moneys or Federal Securities deposited with the Trustee will be sufficient to pay when due the principal, premium, if any, and interest due and to become due with respect to the Obligations on the redemption date or maturity date thereof, as the case may be and (iii) an Opinion of Counsel with recognized expertise in tax-exempt financing that such deposit of moneys or Federal Securities will not adversely affect the exclusion from gross income for federal income tax purposes of interest with respect to the Obligations. Neither the Federal Securities nor moneys deposited with the Trustee pursuant to this Article VI or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest with respect to the Obligations; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Federal Securities of the type described in clause (b) of this paragraph maturing at the times and in amounts sufficient (together with any other moneys or Federal Securities then held by the Trustee as described above) to pay when due the principal, premium, if any, and interest to become due with respect to said Obligations on or before such redemption date or maturity date thereof, as the case may be. At such time as any Obligations shall be deemed paid as aforesaid, such Obligations shall no longer be secured by or entitled to the benefits of this Indenture and the Contract, except for the purpose of exchange and transfer and any payment from such moneys or Federal Securities deposited with the Trustee.

The release of the obligations of the Corporation under this Section is without prejudice to the rights of the Trustee to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred with respect to the administration of the trust hereby created and the performance of its powers and duties hereunder.

Notwithstanding anything in this Indenture to the contrary, in the event that the principal or interest due with respect to any of the Obligations is paid by an Insurer pursuant to its Policy with respect to such series of Obligations, such series of Obligations shall remain Outstanding for all purposes, shall not be defeased or otherwise satisfied and shall not be considered paid, and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the County and the Corporation to the Owners of such series of Obligations shall continue to exist and shall run to the benefit of the Insurer, and the Insurer shall be subrogated to the rights of the Owners of such series of Obligations.

## **ARTICLE VII**

### **DEFAULTS AND REMEDIES**

Section 7.01. ***Events of Default.*** If any of the following events occur it is hereby defined as and shall be deemed an "Event of Default" under this Indenture:

(a) Default in the payment of the principal or premium, if any, with respect to any Obligation when the same becomes due and payable, whether at the stated maturity thereof or on proceedings for redemption.

(b) Default in the payment of any installment of interest with respect to any Obligation when the same becomes due and payable.

(c) The occurrence of an "Event of Default" as provided in the Contract or the Deed of Trust.

Section 7.02. ***Remedies on Default.***

(a) On the occurrence and continuance of an Event of Default, the Trustee may, and if requested in writing by a majority in aggregate principal amount of the Owners of the Obligations then Outstanding shall, declare the obligations of the County as to the principal component of the Installment Payments and the aggregate principal amount of Obligations to be immediately due and payable, whereupon they will, without further action, become due and payable; provided, however, that as long as a Policy for a series of Obligations is in effect and no Insurer Default has occurred and is continuing, the Obligations of that series are not subject to acceleration unless the Trustee receives the prior written consent of the Insurer of that series to such acceleration.

(b) The provisions of the preceding paragraph are subject to the condition that if, after the principal with respect to any of the Installment Payments and the Obligations has been so declared to be due and payable, and before the earlier of (i) the exercise of rights granted under the Deed of Trust or (ii) to the extent permitted by applicable law and Section 2.03, any judgment or decree for the payment of the moneys due has been obtained or entered as hereinafter provided, the defaulting party (the "Defaulting Party") shall cause to be deposited with the Trustee a sum sufficient to pay all matured installments of the principal and interest with respect to all Obligations which have become due otherwise than by reason of such declaration (with interest on such overdue installments of principal and interest, to the extent permitted by law, at the rate or rates per annum borne by the Obligations) and such amount as is sufficient to cover reasonable compensation and reimbursement of expenses payable to the Trustee, and all Events of Default hereunder other than nonpayment of the principal with respect to the Obligations which have become due by said declaration have been remedied, then, in every such case with the consent of the Insurer, such Event of Default shall be deemed waived and such declaration and its consequences rescinded and annulled, and the Trustee shall promptly give written notice of such waiver, rescission or annulment to the Defaulting Party and shall give notice thereof by first-class mail to all Owners; but no such waiver, rescission and annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

The provisions of paragraph (a) are further subject to the condition that any waiver of any event of default under the Contract and a rescission and annulment of its consequences shall constitute a waiver of the corresponding Event of Default under this Indenture and a rescission and annulment of the consequences thereof. If notice of such event of default under the Contract has been given as provided herein and if the Trustee thereafter has received notice that such event of default has been waived, the Trustee shall promptly give written notice of such waiver, rescission or annulment to the Defaulting Party and shall give notice thereof by first-class mail to all Owners; but no such waiver, rescission and annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

(c) On the occurrence and continuance of any Event of Default, then and in every such case the Trustee in its discretion may, to the extent permitted by Section 2.03 and applicable law, and on the written direction of the Owners of not less than a majority in aggregate principal amount of the Obligations then Outstanding and receipt of indemnity to its satisfaction shall, in its own name and as the Trustee of an express trust:

(i) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Owners, and require the Defaulting Party to carry out any agreements with or for the benefit of

the Owners and to perform its or their duties under the Contract and this Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of the Contract or this Indenture, as the case may be; and

(ii) take whatever action at law or in equity is permissible and may appear necessary or desirable to enforce its rights against the Defaulting Party or the Premises (as defined in the Deed of Trust) held as security therefor, including all remedies available to the Beneficiary under the Deed of Trust.

No right or remedy is intended to be exclusive of any other rights or remedies, but each and every such right or remedy shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any Event of Default has occurred and if requested in writing by the Owners of a majority in aggregate principal amount of Obligations then Outstanding and indemnified as provided in Section 8.01(m), the Trustee is obligated to exercise, to the extent permitted by Section 2.03 and applicable law, such one or more of the rights and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owners.

Notwithstanding anything in this Indenture to the contrary, upon the occurrence and continuance of an Event of Default and so long as no Insurer Default has occurred and is continuing, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Owners of the series of Obligations insured by such Insurer or the Trustee for the benefit of the Owners of such series of Obligations under this Indenture, including, without limitation, (i) the right to accelerate the principal with respect to the Obligations as described in this Indenture, and (ii) the right to annul any declaration of acceleration of such series of Obligations, and the Insurer shall also be entitled to approve all waivers of Events of Default relating to such series of Obligations pursuant to Section 7.09.

Section 7.03. ***Majority of Owners May Control Proceedings.*** The Owners of a majority in aggregate principal amount of the Obligations then Outstanding have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing issued to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, and any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions hereof. The Trustee is not required to act on any direction given to it pursuant to this Section until the indemnity described in Section 8.01(m) of this Indenture is furnished to it by such Owners.

Section 7.04. ***Rights and Remedies of Owners.*** No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has been notified in writing as provided in Section 8.01(h), or of which by said Section it is deemed to have notice, and such default has become an Event of Default as defined in Section 7.01; (ii) the Owners of not less than a majority in aggregate principal amount of Obligations then Outstanding have made written request to the Trustee and shall have offered the Trustee reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceedings in its own name and they shall have also offered to the Trustee indemnity as provided in Section 8.01(m); and (iii) the Trustee thereafter fails or refuses to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Owners have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his action or to enforce any right hereunder except in the manner herein

provided and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Obligations then Outstanding. Nothing contained in this Indenture shall, however, affect or impair the right of any Owner to enforce the payment of the principal, premium, if any, and interest with respect to any Obligation at and after the maturity thereof to the extent permitted by Section 2.03 and applicable law.

Section 7.05. ***Trustee May Enforce Rights Without Obligations.*** All rights of action and claims under this Indenture or any of the Obligations Outstanding hereunder may be enforced by the Trustee without the possession of any of the Obligations or the production thereof in any trial or proceedings relative thereto; and any suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee, without the necessity of joining as plaintiffs or defendants any Owners of the Obligations, and any recovery of judgment shall be for the ratable benefit of the Owners of the Obligations, subject to the provisions of this Indenture.

Section 7.06. ***Delay or Omission No Waiver.*** No delay or omission of the Trustee or of any Owner to exercise any right or power accruing on any default shall exhaust or impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein; and every power and remedy given by this Indenture, to the extent permitted by Section 2.03 and applicable law, may be exercised from time to time and as often as may be deemed expedient.

Section 7.07. ***No Waiver of One Default to Affect Another.*** No waiver of any default hereunder, whether by the Trustee, the Insurer of a series of Obligations or the Owners, shall extend to or affect any subsequent or any other then existing default or shall impair any rights or remedies consequent thereon.

Section 7.08. ***Discontinuance of Proceedings on Default; Position of Parties Restored.*** If the Trustee has proceeded to enforce any right under this Indenture and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely to the Trustee, then and in every such case the Corporation, the County, the Trustee and the Owners shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.09. ***Waivers of Events of Default.*** The Trustee may in its discretion with the consent of the Insurer, if any, waive any Event of Default hereunder and its consequences, and notwithstanding anything else to the contrary contained in this Indenture shall do so on the written request of the Owners of a majority in aggregate principal amount of all Obligations then Outstanding; provided, however, that there shall not be waived without the consent of the Owners of 100% of that series of Obligations as to which the Event of Default exists (a) any Event of Default in the payment of the principal or premium with respect to any Outstanding Obligations at the date of maturity specified therein or (b) any default in the payment when due of the interest with respect to any such Obligations, unless before such waiver or rescission, all arrears of interest and all arrears of payments of principal and premium, if any, then due, as the case may be (both with interest on all overdue installments at the rate or rates borne by the Obligations), and all expenses of the Trustee in connection with such default have been paid or provided for. In case of any such waiver, or in case any proceedings taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Corporation, the County, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 7.10. ***Application of Moneys.*** All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of

the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and applied as follows:

(a) Unless the principal with respect to all of the Obligations have become or have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due with respect to the Obligations, in the order of the maturity of the installments of such interest beginning with the earliest such maturity and, if the amount available is not sufficient, to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal and premium, if any, with respect to any of the Obligations which shall have become due (other than Obligations matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates and beginning with the earliest due date and, if the amount available is not sufficient to pay in full all Obligations due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - The payment to the persons entitled thereto of interest on overdue installments of principal, premium, if any, and interest, to the extent permitted by law, and if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such particular installment, to the persons entitled thereto, without any discrimination or privilege; and

FOURTH - To be held for the payment to the persons entitled thereto, as the same become due, of the principal, premium, if any, and interest with respect to the Obligations which may thereafter become due in accordance with the terms of this Indenture.

(b) If the principal with respect to all of the Obligations has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid with respect to the Obligations, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Obligation over any other Obligation, ratably, according to the amounts due, respectively, for principal and interest, to the persons entitled thereto without any discrimination or privilege, with interest on overdue installments of interest or principal, to the extent permitted by law.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Installment Payment Date unless it shall deem another date more suitable) on which such application is to be made and on such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner of any Obligation until such Obligation shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal, premium, if any, and interest with respect to all of the Obligations have been paid under the provisions of this Section 7.10 and all expenses and charges of the Trustee and all amounts owed to any Insurer have been paid, any balance remaining in the Bond Fund shall be paid to the County.



## ARTICLE VIII

### CONCERNING THE TRUSTEE

Section 8.01. *Duties of the Trustee.* The Trustee hereby accepts the trusts imposed on it by this Indenture and agrees to perform said trusts, but only on and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise as a reasonable and prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to act on an Opinion of Counsel concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act on an Opinion of Counsel and shall not be responsible for any loss or damage resulting from any action or non-action taken by or omitted to be taken in good faith in reliance on such Opinion of Counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Obligations (except in respect to the execution of the certificate of authentication on behalf of the Trustee), or for the recording or rerecording, filing or refiling of the Contract or this Indenture or of any supplements thereto or hereto or instruments of further assurance, or insuring the security for the Obligations or the Project, or collecting any insurance moneys or for the validity of the execution by the Corporation of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Obligations executed and delivered hereunder or intended to be secured hereby, or for the value of or title to the Project, or for the maintenance of the security for the Obligations, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Corporation or the County, except as provided herein; but the Trustee may require of the Corporation or the County full information and advice as to the performance of the covenants, conditions and agreements aforesaid. The Trustee shall have no obligation to perform any of the duties of the County or the Corporation under the Contract; and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article V.

(d) The Trustee may become the Owner of the Obligations with the same rights which it would have if not the Trustee.

(e) The Trustee shall be protected in acting on any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture on the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Obligation shall be conclusive and binding on all future Owners of the same Obligation and on any Obligations executed and delivered in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely on a certificate signed on behalf of the

Corporation by a Corporation Representative, or on behalf of the County by a County Representative or such other person as may be designated for such purpose by a certified resolution, as sufficient evidence of the facts therein contained, and, before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or default.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the County or the Corporation to cause to be made any of the payments to the Trustee required to be made by Article III hereof, unless the Trustee shall be specifically notified in writing of such default by the Corporation or the County or by the Owners of at least 25% in aggregate principal amount of Obligations then Outstanding, and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered or express knowledge to the contrary, the Trustee may conclusively assume there is no default except as aforesaid.

(i) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed on.

(j) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to inspect any and all of the property pledged herein, including all books, papers and records of the Corporation or the County pertaining to the Project.

(k) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(l) Notwithstanding anything in this Indenture to the contrary, the Trustee shall have the right, but shall not be required, to demand in respect of the execution and delivery of any Obligations, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Corporation or the County to the execution and delivery of any Obligations, the withdrawal of any cash, or the taking of any other action by the Trustee.

(m) Before taking any action hereunder (except for the acceleration of the Obligations under Section 7.02(a)) the Trustee may require that satisfactory indemnity be furnished to it by the Owners for the reimbursement of all expenses which it may incur and to protect it against all liability, except liability which may result from its negligence or default, by reason of any action so taken.

(n) The Trustee may use the services of an agent to carry out the duties, responsibilities and obligations required of the Trustee hereunder and where the Trustee is required to act, the agent of the Trustee may act in the place and stead of the Trustee; provided, however, that the use of any agent shall not relieve the Trustee of any of its obligations under the Indenture. Where any act is to be performed or any event is to occur under the Indenture at the principal corporate trust office of the Trustee, such act or event may be performed or occur, as the case may be, at the office of the agent of the Trustee.

(o) The Trustee may not serve as the provider of any financial guaranty instrument under this Indenture or any subsequent supplemental indenture.

(p) The Trustee shall not be liable to the Corporation or the County for any loss suffered as a result of or in connection with any investment of funds made by the Trustee in good faith as instructed by or approved by the County.

(q) The Trustee shall not be accountable for the use by the Corporation or the County of the proceeds of the Obligations.

(r) The Trustee shall have no duty or responsibility to examine or review, and shall have no liability for the contents of, any documents submitted to or delivered to any Owner in the nature of a preliminary or final placement memorandum, official statement, offering circular or similar disclosure document.

(s) The Trustee shall not be liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts, relating to the Project. The Trustee shall have no duty to inspect or oversee the construction or completion of the Project or to verify the truthfulness or accuracy of the certifications made by the Corporation or the County with respect to the Trustee's disbursements for Costs of Acquisition and Construction in accordance with this Indenture and the Contract.

Section 8.02. ***Fees and Expenses of Trustee.*** The Trustee shall be entitled to payment and reimbursement for its reasonable fees for its services rendered hereunder as and when the same become due and all expenses reasonably and necessarily made or incurred by the Trustee in connection with such services as and when the same become due as provided in Section 4.8 of the Contract.

Section 8.03. ***Resignation or Replacement of Trustee.*** The Trustee may resign by giving written notice to the County, the Corporation and each Insurer not less than 60 days before such resignation is to take effect. Such resignation shall take effect only on the appointment of a successor qualified as provided in the third paragraph of this Section 8.03. However, if a successor Trustee is not appointed within 60 days after the Trustee gives notice of resignation, the Trustee shall have the right to petition a court of competent jurisdiction to appoint a successor Trustee. The Trustee may be removed at any time (i) by the Corporation, at the written direction of the County, (ii) by an instrument in writing, executed by the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, or (iii) by an Insurer for cause. The Corporation may not, however, remove the Trustee if an Event of Default under this Indenture has occurred and is continuing and no removal will be effective until a successor Trustee has been appointed and until such appointment has been accepted.

If the Trustee shall at any time resign or be removed or otherwise become incapable of acting, a successor may be nominated by the County and appointed by the Corporation, or if there is an Event of Default by the County under the Contract, by the Owners of a majority in aggregate principal amount of the Obligations then Outstanding by an instrument or concurrent instruments signed by such Owners, or their attorneys-in-fact duly appointed; provided that the Corporation may, by an instrument executed by it, appoint a successor until a new successor shall be appointed by the Owners as herein authorized. The Corporation on making such appointment shall forthwith give notice thereof, to each Owner and to the County, which notice may be given concurrently with the notice of resignation given by any resigning Trustee. Any successor so appointed by the Corporation shall immediately and without further act be superseded by a successor appointed in the manner above provided by the Owners of a majority in aggregate principal amount of the Obligations Outstanding.

Every successor Trustee shall be a bank or trust company in good standing, qualified to act hereunder, and having a capital and surplus of not less than \$100,000,000. In addition, the appointment of a successor Trustee hereunder shall be subject to the prior written consent of each Insurer and the Secretary of the LGC, which consents shall not be unreasonably withheld. Any successor appointed hereunder shall execute, acknowledge and deliver to the County and to the Corporation an instrument accepting such appointment hereunder, and thereon such successor shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor in the trust hereunder with like effect as if originally named as Trustee herein; but the Trustee retiring shall, nevertheless, on the written demand of its successor, execute and deliver an instrument conveying and transferring to such successor, on the trusts herein expressed, all the estates, properties, rights, powers and trusts of the predecessor, which shall duly assign, transfer and deliver to the successor all properties and moneys held by it under this Indenture. Should any instrument in writing from the County or the Corporation be required by any successor for more fully vesting in and confirming to it all the estates, properties, rights, powers and trusts of the predecessor, the said deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered by the County or the Corporation on request of such successor.

The instruments evidencing the resignation or removal of the Trustee and the appointment of a successor hereunder, together with all other instruments provided for in this Section shall be filed and/or recorded by the successor Trustee in each recording office, if any, where this Indenture shall have been filed and/or recorded.

Section 8.04. ***Conversion, Consolidation or Merger of Trustee.*** Any bank or trust company into which the Trustee or its successor may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business as a whole shall be the successor of the Trustee under this Indenture with the same rights, powers, duties and obligations and subject to the same restrictions, limitations and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto or thereto, anything herein or therein to the contrary notwithstanding; provided, however, that such merged or successor entity meets the qualifications of a successor Trustee under Section 8.03. In case any of the Obligations to be executed and delivered hereunder shall have been authenticated, but not delivered, any successor Trustee may adopt the certificate of any predecessor Trustee, and deliver the same as authenticated; and, in case any of such Obligations shall not have been authenticated, the Corporation may authenticate the Obligation and any successor Trustee may deliver the same in the manner provided in Article II of this Indenture.

Section 8.05. ***Intervention by Trustee.*** In any judicial proceeding to which the Corporation or the County is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of Owners of the Obligations, the Trustee may intervene on behalf of Owners of the Obligations, and shall do so if requested in writing by the Owners of at least 25% in aggregate principal amount of the Obligations then Outstanding.

Section 8.06. ***Power to Appoint Co-Trustees.*** At any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Project may at the time be located, the Corporation and the Trustee shall have power to appoint and, upon the request of the Trustee or of the Owners of a majority of the aggregate principal amount of the Obligations then Outstanding, the Corporation shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more persons approved by the Trustee and the County either to act as co-trustee or co-trustees, jointly with the Trustee of all or any part of the Project, or to act as separate trustee or separate co-trustees all or any part of the Project, and to vest in such person or persons, in such capacity, such title to the Project or any part thereof, and such rights, powers, duties, trusts or obligations as the Corporation and the Trustee may consider necessary or desirable, subject to the remaining provisions of this section.

Any co-trustee or separate trustee shall be a bank or trust company with trust powers organized under the laws of the United States of America or any state of the United States or the District of Columbia, having a combined capital stock, surplus and undivided profits aggregating at least \$100,000,000.

The Trustee and co-trustee, if any, may by written instrument between them designate and assign either the Trustee or the co-trustee or both of them to perform all or any part of the responsibilities and duties of the Trustee under this Indenture.

If the Corporation shall not have joined in such appointment within 30 days after the receipt by it of a written request to do so, or in case an Event of Default shall have occurred and be continuing, the Trustee and the County shall have the power to make such appointment.

The Corporation shall execute, acknowledge and deliver all such instruments as may be required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee appointed pursuant to this section, to the extent permitted by law or any applicable contract, shall be subject to the following terms, namely:

(a) This Indenture shall become effective at the time the Obligations shall be authenticated and delivered, and thereupon such co-trustee or separate trustee shall have all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of moneys, papers, securities and other personal property.

(b) All rights, powers, trusts, duties and obligations conferred or imposed upon the trustees shall be conferred or imposed upon and exercised or performed by the Trustee, or by the Trustee and such co-trustee or co-trustees, or separate trustee or separate trustees, as shall be provided in the instrument appointing such co-trustee or co-trustees or separate trustee or separate trustees, except to the extent that, under the law of any jurisdiction in which any particular act or acts are to be performed, the Trustee shall be incompetent or unqualified to perform such act or acts, in which even such act or acts shall be performed by such co-trustee or co-trustees or separate trustee or separate trustees.

(c) Any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking, or the refraining from taking, of such action by such co-trustee or separate trustee.

(d) Any co-trustee or separate trustee, to the extent permitted by law, may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise.

(e) The Trustee at any time, by an instrument in writing, with the concurrence of the County and the Corporation evidenced by a resolution, may accept the resignation of any co-trustee or separate trustee appointed under this Section, and, in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Corporation and the County. Upon the request of the Trustee, the Corporation and the County shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section.

(f) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

(g) Any moneys, paper, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to the Trustee.

Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, it or he shall be vested with such rights, powers, duties, trusts or obligations, as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as applicable law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all rights, powers trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the same manner as provided for with respect to the appointment of a successor Trustee pursuant to Section 8.03 hereof.

## ARTICLE IX

### SUPPLEMENTAL INDENTURES AND AMENDMENTS OF THE CONTRACT

Section 9.01. ***Supplemental Indentures Not Requiring Consent of Owners.*** The Trustee and the Corporation may, with the written consent of the County, but without the consent of, or notice to, the Owners, enter into such indentures supplemental hereto for any one or more or all of the following purposes, as long as such supplemental indenture does not adversely affect the interests of the Owners:

(a) To add to the covenants and agreements of the Corporation contained in this Indenture other covenants and agreements to be thereafter observed by the Corporation;

(b) To cure any ambiguity, or to cure, correct or supplement any defect or omission or inconsistent provision contained in this Indenture, or to make any provisions with respect to matters arising under this Indenture or for any other purpose if such provisions are necessary or desirable and do not adversely affect the interests of the Owners; or

(c) To execute and deliver Additional Obligations as provided in Section 2.11.

Section 9.02. ***Supplemental Indentures Requiring Consent of Owners.*** Exclusive of supplemental indentures covered by Section 9.01, the written consent of the County and the consent of the Owners of not less than a majority in aggregate principal amount of the Obligations then Outstanding is required for the execution by the Corporation and the Trustee of any indenture or indentures supplemental hereto; provided, however, that without the consent of the Owners of all the Obligations at the time Outstanding affected thereby nothing herein contained shall permit, or be construed as permitting:

(a) A change in the terms of redemption or maturity of the principal amount of or the interest with respect to any Outstanding Obligation, or a reduction in the principal amount of or premium payable on any redemption of any Outstanding Obligation or the rate of interest thereon;

(b) The deprivation of the Owner of any Obligation then Outstanding of the lien created by this Indenture (other than as originally permitted hereby);

(c) A privilege or priority of any Obligation or Obligations over any other Obligation or Obligations; or

(d) A reduction in the aggregate principal amount of the Obligations required for consent to such supplemental indenture.

If at any time the County or the Corporation requests the Trustee to enter into such supplemental indenture for any of the purposes of this Section, the Trustee shall, on being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first-class mail to the Owners of the Obligations then Outstanding at the address shown on the registration books maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If, within 60 days or such longer period as is prescribed by the County and the Corporation following the giving of such notice, the Owners of not less than a majority in aggregate principal amount of the Obligations then Outstanding at the time of the execution of any such supplemental indenture have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or in the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Corporation from executing the same or from taking any action pursuant to the provisions thereof.

Section 9.03. ***Execution of Supplemental Indenture.*** The Trustee is authorized to join with the Corporation in the execution of any such supplemental indenture and to make further agreements and stipulations which may be contained therein, but the Trustee is not obligated to enter into any such supplemental indenture which affects its rights, duties or immunities under this Indenture. Any supplemental indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Indenture; and all the terms and conditions contained in any such supplemental indenture as to any provision authorized to be contained therein shall be deemed to be part of this Indenture for any and all purposes. In case of the execution and delivery of any supplemental indenture, express reference may be made thereto in the text of the Obligations executed and delivered thereafter, if any, if deemed necessary or desirable by the Trustee.

Section 9.04. ***Amendments of the Contract or the Deed of Trust Not Requiring Consent of Owners.*** The Corporation and the Trustee may, with the written consent of the County and the Insurer, but without the consent of or notice to the Owners, consent to any amendment, change or modification of the Contract or the Deed of Trust that does not materially adversely affect the interests of the existing Owners as may be required (a) by the provisions of the Contract, the Deed of Trust or this Indenture; (b) for the purpose of curing any ambiguity or formal defect or omission in the Contract or the Deed of Trust; (c) in order to more precisely identify the Premises (as defined in the Deed of Trust) or to add or substitute improvements acquired in accordance with the Contract, the Deed of Trust and this Indenture; (d) in order to execute and deliver Additional Obligations as provided in Section 2.11; (e) to amend the County's continuing disclosure obligation as provided in Article VIII of the Contract; or (f) in connection with any other change therein which, in the judgment of the Trustee, does not materially adversely affect the interests of the existing Owners.

Section 9.05. ***Amendments of the Contract or the Deed of Trust Requiring Consent of Owners.*** Except for the amendments, changes or modifications permitted by Section 9.04, neither the Corporation nor the Trustee shall consent to any other amendment, change or modification of the Contract or the Deed of Trust without the giving of notice thereof to the Owners and receipt of consent by the Owners of not less than a majority in aggregate principal amount of the Obligations at the time Outstanding given and procured as provided in Section 9.02. If the County and the Corporation request the consent of the Trustee to any such proposed amendment, change or modification of the Contract or the Deed of Trust, the Trustee shall, on being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided in Section 9.02. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies



of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all Owners.

Section 9.06. ***Notice to Fitch, Moody's and S&P.*** Notice of any amendment, change or modification to this Indenture or the Contract shall be given by the Trustee promptly after the execution thereof to Fitch, Moody's and S&P.

## **ARTICLE X**

**[RESERVED]**

## **ARTICLE XI**

### **MISCELLANEOUS**

Section 11.01. ***Evidence of Signature of Owners and Ownership of Obligations.*** Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the ownership of Obligations shall be sufficient (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may, nevertheless, in its discretion require further or other proof in cases where it deems the same desirable:

(a) The fact and date of the execution by any Owner or his or her attorney of such instrument may be proved by the certificate of any officer authorized to take acknowledgments in the jurisdiction in which he or she purports to act that the person signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before a notary public.

(b) The ownership of the Obligations shall be proved by the registration books kept under the provisions of Section 2.09.

Any request or consent of the Owner of any Obligation shall bind all future Owners of such Obligation in respect of anything done or suffered to be done by the County or the Trustee in accordance therewith.

Section 11.02. ***Covenants of Corporation.*** The Corporation agrees that the Trustee as assignee of the Corporation under the Contract may enforce, in its name or in the name of the Corporation, all rights of the Corporation and all obligations of the County under the Contract, for and on behalf of the Owners, whether or not the Corporation is in default under this Indenture. The Trustee and the Corporation hereby agree that the Corporation shall not be obligated to make any payments or to take any other action with respect to the Project under the Contract.

Section 11.03. ***Inspection of the Project.*** The Trustee and its duly authorized agents have the right, on reasonable notice to the County, at all reasonable times, to examine and inspect the Project. The Trustee and its duly authorized agents shall also be permitted, at all reasonable times, to examine the books, records, reports and other papers of the County with respect to the Project.

Section 11.04. ***Parties Interested Herein.*** Nothing in this Indenture expressed or implied is intended or shall be construed to confer on, or to give to any person other than the County, the Corporation, the Trustee, an Insurer and the Owners, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements

in this Indenture contained by and on behalf of the Corporation or the Trustee shall be for the sole and exclusive benefit of the County, the Corporation, the Trustee, each Insurer and the Owners.

Section 11.05. ***Titles, Headings and Captions.*** The titles, captions and headings of the articles, sections and subdivisions of this Indenture have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 11.06. ***Severability.*** If any provision of this Indenture, other than Section 2.03, is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. In the event any one or more of the provisions provided in this Indenture shall be construed to be held invalid or unenforceable, the parties hereto shall, in the alternative, agree to replace such provision with a lawful provision which most nearly approximates the provision held to be invalid or unenforceable.

Section 11.07. ***Governing Law.*** This Indenture shall be construed, interpreted, governed and enforced in accordance with the laws and Constitution of the State, without regard to conflicts of law principles.

Section 11.08. ***Execution in Counterparts.*** This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.09. ***Notices.*** All notices, certificates or other communications shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, as follows:

If to the County:	County of Cabarrus, North Carolina Governmental Center 65 Church Street, SE Post Office Box 707 Concord, North Carolina 28025 Attention: Finance Director
If to the Corporation:	Cabarrus County Development Corporation 65 Church Street, SE Post Office Box 707 Concord, North Carolina 28025 Attention: President
If to the Trustee:	Regions Bank 1180 West Peachtree Street, Suite 1200 Atlanta, Georgia 30309 Attention: Corporate Trust Department

The County, the Corporation, the Trustee, and each Insurer, if any, may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

A copy of all notices given by the Trustee to the Owners of the Obligations hereunder shall be delivered to each Insurer at the same time and in the same manner of delivery.

Section 11.10. ***Payments Due on Holidays.*** If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Indenture, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Indenture.

Section 11.11. ***Corporation, County, and Trustee Representatives.*** Whenever under the provisions hereof the approval of the Corporation, the County or the Trustee is required, or the County, the Corporation or the Trustee is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Corporation by a Corporation Representative, for the County by a County Representative and for the Trustee by a Trustee Representative, and the Corporation, the County and the Trustee shall be authorized to act on any such approval or request.

Section 11.12. ***E-Verify.*** The Trustee understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Trustee uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Trustee will require that any subcontractor that it uses in connection with the transactions contemplated by this Indenture certify to such subcontractor's compliance with E-Verify.

Section 11.13. ***Iran Divestment Act Certification.*** As of the date of this Indenture, the Trustee is not on any list created and maintained by the North Carolina Department of State Treasurer pursuant to the Iran Divestment Act of 2015, Article 6E of Chapter 147 of the General Statutes of North Carolina

[Signatures begin on next page]

*IN WITNESS WHEREOF*, the Corporation and the Trustee have caused this Indenture to be executed in their respective corporate names and their respective corporate seals to be hereto affixed and attested by their duly authorized officials or officers, all as of the date first above written.

**CABARRUS COUNTY DEVELOPMENT CORPORATION**

[SEAL]

By: \_\_\_\_\_  
Michael K. Downs, President

Attest:

By: \_\_\_\_\_  
Lauren Linker, Secretary

**REGIONS BANK,**  
as Trustee

[SEAL]

By: \_\_\_\_\_  
[Lisa L. Moorehead], Vice President

Attest:

By: \_\_\_\_\_  
Assistant Secretary

## EXHIBIT A

### FORM OF OBLIGATION

R-1

\$ \_\_\_\_\_

United States of America  
State of North Carolina

**CABARRUS COUNTY DEVELOPMENT CORPORATION  
LIMITED OBLIGATION REFUNDING BONDS  
(COUNTY OF CABARRUS, NORTH CAROLINA INSTALLMENT FINANCING CONTRACT)  
SERIES 2024A**

**INTEREST**

RATE  
[. ]%

MATURITY DATE  
[August 1, 20 ]

DATED DATE  
[July \_\_, 2024]

CUSIP  
12677R

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL SUM: \_\_\_\_\_ AND NO/100 DOLLARS**

THIS CERTIFIES THAT THE REGISTERED OWNER (named above), or registered assigns, has a proportionate undivided interest in the right to receive certain revenues, as described below, pursuant to a certain Installment Financing Contract dated as of July 1, 2024 (which agreement as from time to time amended is referred to herein as the "*Contract*"), between the Cabarrus County Development Corporation, a North Carolina nonprofit corporation (the "*Corporation*") and the County of Cabarrus, North Carolina (the "*County*"). The interest of the Owner of this limited obligation bond, which is one of a series of Obligations executed and delivered under the Indenture referred to herein and designated Cabarrus County Development Corporation Limited Obligation Refunding Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2024A (the "*2024A LOBs*") is secured as provided in the Indenture of Trust dated as of July 1, 2024 (the "*Indenture*"), between the Corporation and Regions Bank, as trustee (the "*Trustee*"), for the registered owners of all Obligations Outstanding under the Indenture, including the 2024A LOBs (the "*Owners*"), by which the rights (with certain exceptions) of the Corporation under the Contract have been assigned by the Corporation to the Trustee for the benefit of the Owners. Pursuant to the Contract and the Indenture, the Owner hereof is entitled to receive, solely out of and to the extent available from the sources hereinafter identified, on the Maturity Date stated above (or earlier as hereinafter provided), the Principal Sum stated above, and interest thereon (computed on the basis of a 360 day year of twelve 30 day months) from the Dated Date (shown above) at the interest rate per annum stated above, payable commencing on February 1, 2025, and semiannually thereafter on August 1 and February 1 in each year, until payment in full of such principal sum. Principal with respect to this 2024A LOB is payable in lawful money of the United States of America at the corporate trust office of the Trustee located in Charlotte, North Carolina, or that of its successor; and interest with respect to this 2024A LOB is payable to the Owner hereof by check or draft of the Trustee, or its successor, to be mailed to such Owner at his or her address as it last appears in the registration books kept by the Trustee on the fifteenth day (whether or not a Business Day) of the month next preceding an Installment Payment Date (the "*Record Date*"); provided that, any Owner of a 2024A LOB or 2024A LOBs in an aggregate principal amount of not less than \$500,000 may, by prior written instructions filed with the Trustee not later than three Business Days prior to the Installment Payment Date (which instructions shall remain in effect until revoked by subsequent written instructions), instruct that interest payments for any period be made by wire transfer to an account

in the continental United States or other means acceptable to the Trustee. Notwithstanding the foregoing, so long as Cede & Co. is the registered Owner of this 2024A LOB, the principal and interest with respect to this 2024A LOB shall be paid by wire transfer in immediately available funds on each Installment Payment Date.

Under the conditions described in the Indenture, and without the approval or consent of the owners of any of the Obligations then Outstanding under the Indenture, Additional Obligations may be executed and delivered from time to time under the Indenture to provide funds for various purposes permitted by the terms of the Indenture. All such Additional Obligations, if any, will be secured *pari passu* with the 2024A LOBs originally executed and delivered under the Indenture and all other Additional Obligations, if any, executed and delivered from time to time pursuant to the terms of the Indenture, without preference, priority or distinction of any Obligation over any other Obligation.

The 2024A LOBs will be delivered by means of a book-entry system with no physical distribution of 2024A LOBs made to the public. One 2024A LOB for each maturity will be executed and delivered to The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. A book-entry system will be employed, evidencing ownership of the 2024A LOBs in principal amounts in the denomination of \$5,000 or any whole multiple thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. While DTC or its nominee is the registered owner of this 2024A LOB, payments of principal and interest will be made to DTC or its nominee in accordance with existing arrangements by wire transfer in immediately available funds. The County, the Corporation and the Trustee will not be responsible or liable for maintaining, supervising, or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the 2024A LOBs or (b) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the 2024A LOBs would adversely affect the interests of the County or the beneficial owners of the 2024A LOBs, the County will discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the Trustee will authenticate and deliver replacement 2024A LOBs in the form of fully registered Obligations.

The County, the Corporation, and the Trustee do not have any responsibility or obligations with respect to (a) the accuracy of any records maintained by DTC; (b) the payment by DTC of any amount in respect of the principal and interest with respect to the 2024A LOBs; (c) the delivery or timeliness of delivery by DTC of any notice which is required or permitted under the terms of the Contract or Indenture to be given to Owners; (d) the selection of Owners to receive payments in the event of any partial redemption of the 2024A LOBs; or (e) any consent given or other action taken by DTC, or its nominee.

EACH OBLIGATION EVIDENCES A PROPORTIONATE UNDIVIDED INTEREST IN THE RIGHT TO RECEIVE CERTAIN REVENUES UNDER THE CONTRACT. THE OBLIGATION OF THE COUNTY TO MAKE INSTALLMENT PAYMENTS AND ADDITIONAL PAYMENTS (AS HEREINAFTER DEFINED) IS A LIMITED OBLIGATION OF THE COUNTY, PAYABLE SOLELY FROM CURRENTLY BUDGETED APPROPRIATIONS OF THE COUNTY; DOES NOT CONSTITUTE A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA; AND DOES NOT CONSTITUTE A DIRECT OR INDIRECT PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA.

This 2024A LOB is one of the limited obligation bonds evidencing proportionate undivided interests in the right to receive certain revenues, as defined in the Contract (the "Revenues"), pursuant to the Contract and the Indenture, in an aggregate principal amount of \$[\_\_\_\_\_], and executed and

delivered under the Indenture for the purpose, among others, of providing funds to (a) prepay the Prior Contract (as defined in the Contract), (b) acquire, renovate and equip the Project, including for the specific current purpose of providing funds to pay all or a portion of the costs of acquiring, constructing and equipping the 2024A Project as defined under the Indenture and as described in Exhibit A of the Contract, together with any additions, modifications, attachments, replacements and parts thereof and (c) pay certain expenses incurred in connection with the execution and delivery of the 2024A LOBs. Under the Contract, the Corporation has agreed to advance to the County the Purchase Price (as defined in the Contract), the proceeds from which will be used to prepay the Prior Contract and to finance the 2024A Project, and the County has agreed to pay directly to the Trustee semiannual payments (the "*Installment Payments*") in repayment of the Purchase Price, the proceeds of which are required by the Indenture to be distributed by the Trustee to the payment of the principal, premium, if any, and interest with respect to the Obligations. In addition to the Installment Payments, the County has agreed to make certain other payments (the "*Additional Payments*") sufficient to pay the fees and expenses of the Trustee and the Corporation and other expenses required to be paid by the County under the Contract. The County has covenanted in the Contract to pay the Installment Payments and the Additional Payments as they become due, and issued as security for that payment obligation the Deed of Trust, Security Agreement and Fixture Filing dated as of July 1, 2024 (the "*Deed of Trust*") from the County to the Deed of Trust trustee named therein for the benefit of the Corporation with respect to the "*Premises*" (as defined in the Deed of Trust). In the event the Contract is terminated by a reason of an Event of Default (as defined in the Contract), the principal amount of this 2024A LOB and the interest with respect to will be payable from such moneys, if any, as may be available for such purpose, including any moneys received by the Trustee from the sale, lease, sublease or other disposition of the Project pursuant to the Deed of Trust. The Contract may also be terminated in the event that the County shall exercise its option to prepay in full the Purchase Price. In the event that the County shall prepay the Purchase Price in full, the proceeds thereof are required to be used to pay the principal, premium, if any, and interest with respect to the Obligations. Reference is hereby made to the Contract and the Indenture for a description of the rights, duties and obligations of the County, the Corporation, the Trustee and the Owners, the terms on which the Obligations are secured, the terms and conditions on which the Obligations will be deemed to be paid at or before maturity or redemption of the Obligations on the making of provision for the full or partial payment thereof, and the rights of the Owners on the occurrence of an Event of Default. All capitalized, undefined terms used herein shall have the meanings ascribed thereto in the Contract and the Indenture.

The 2024A LOBs are executed and delivered solely as fully registered certificates without coupons in denominations of \$5,000 and any whole multiple thereof.

This 2024A LOB is transferable by the Owner hereof in person or by his or her attorney duly authorized in writing on the registration books kept at the corporate trust office of the Trustee on surrender of this 2024A LOB together with a duly executed written instrument of transfer satisfactory to the Trustee. On such transfer, a new fully registered 2024A LOB or 2024A LOBs without coupons of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be executed and delivered to the transferee in exchange herefor, all on payment of the charges and subject to the terms and conditions set forth in the Indenture. The Trustee shall deem the person in whose name this 2024A LOB is registered as the absolute owner hereof, whether or not this 2024A LOB shall be overdue, for the purpose of receiving payment and for all other purposes, and neither the County nor the Trustee shall be affected by any notice to the contrary.

If this 2024A LOB is called for redemption in part only, on surrender and cancellation of this 2024A LOB, a new fully registered 2024A LOB or 2024A LOBs of the same maturity, of authorized denominations, in an aggregate principal amount equal to the unredeemed portion hereof, shall be executed and delivered by the Trustee to the Owner hereof.



The 2024A LOBs are subject to redemption, in whole or in part, as follows:

(a) *Optional Redemption.* The 2024A LOBs maturing on or before [August 1, 203\_\_] are not subject to optional redemption before maturity. The 2024A LOBs maturing on or after [August 1, 203\_\_] may be redeemed before their maturities at the option of the County, from any funds that may be available for such purpose, in whole or in part on any date on or after [August 1, 203\_\_]. The 2024A LOBs called for redemption under this paragraph (a) will be redeemed at a redemption price equal to [100]% of the principal amount of the 2024A LOBs to be redeemed, together with accrued interest to the date fixed for redemption.

(b) *Extraordinary Optional Redemption.* If the County elects to prepay all or a portion of the Purchase Price pursuant to the Contract on the occurrence of the loss, damage or taking in eminent domain of all or any portion of the Project, the 2024A LOBs shall be redeemed in whole or in part on any date selected by the County at the redemption price of 100% of the principal amount thereof, together with accrued interest to the redemption date, without premium, from Net Proceeds and certain available moneys of the County as described in the Indenture.

In the case of any partial redemption of 2024A LOBs, the County will select the maturity or maturities of the 2024A LOBs to be redeemed and DTC will select the 2024A LOBs within the same maturity pursuant to its rules and procedures or, if the book-entry system with DTC or any other securities depository has been discontinued, the Trustee will select the 2024A LOBs to be redeemed by lot in such manner as the Trustee in its discretion may deem proper. For this purpose, each authorized denomination of principal amount represented by any 2024A LOB will be considered a separate 2024A LOB for purposes of selecting the 2024A LOBs to be redeemed.

If a 2024A LOB subject to redemption is in a denomination larger than the minimum authorized denomination, a portion of such 2024A LOB may be redeemed, but only in a principal amount such that the unredeemed portion of such 2024A LOB is equal to an authorized denomination. For any 2024A LOB in a denomination of more than the minimum authorized denomination, the Trustee shall treat each such 2024A LOB as representing a single 2024A LOB in the minimum authorized denomination plus that number of 2024A LOBs that is obtained by dividing the remaining principal amount of such 2024A LOB by the minimum authorized denomination.

If it is determined that one or more, but not all, of the authorized denominations of principal amount represented by any 2024A LOB is to be called for redemption, then, on notice of intention to redeem such authorized denominations of principal amount with respect to such 2024A LOB, the Owner of such 2024A LOB, on surrender of such 2024A LOB to the Trustee for payment of the principal amount with respect to such 2024A LOB, will be entitled to receive new 2024A LOBs in the aggregate principal amount of the unredeemed balance of the principal amount with respect to such 2024A LOB. New 2024A LOBs representing the unredeemed balance of the principal amount with respect to such 2024A LOBs will be executed and delivered to the Owner thereof without charge therefor.

If the Owner of any 2024A LOB of a denomination greater than the amount being redeemed fails to present such 2024A LOB to the Trustee for payment and exchange as aforesaid, such 2024A LOB will, nevertheless, become due and payable on the date fixed for redemption to the extent of the denomination being redeemed and to that extent only.

Anything in the Indenture to the contrary notwithstanding, if an Event of Default occurs and is continuing, there will be no redemption of less than all of the Obligations Outstanding except for mandatory sinking fund redemptions required by the Indenture.

The Indenture permits supplements and amendments thereto and to the Contract and the Deed of Trust on the agreement of the Corporation and the Trustee and with the approval of the Owners of not less than a majority or, in certain instances, 100% in aggregate principal amount of the Obligations at the time Outstanding. The Indenture also contains provisions permitting the Corporation and the Trustee to enter into amendments to the Indenture and the Contract without the consent of the Owners of the Obligations for certain purposes.

Any consent or request by the Owner of this 2024A LOB shall be conclusive and binding on such Owner and on all future Owners of this 2024A LOB and of any certificate executed and delivered on the transfer of this 2024A LOB, whether or not notation of such consent or request is made on this 2024A LOB.

This 2024A LOB is executed and delivered with the intent that the laws of the State of North Carolina shall govern its legality, validity, enforceability and construction.

This 2024A LOB shall not be entitled to any right or benefit under the Indenture, or be valid or become obligatory for any purposes until this 2024A LOB shall have been authenticated by the execution by the Trustee, or its successors as Trustee, of the certificate of authentication inscribed hereon.

*[Signature Pages Follow]*

*IN WITNESS WHEREOF*, Cabarrus County Development Corporation has caused this 2024A LOB to be executed with the manual or facsimile signature of its President and its corporate seal or a facsimile thereof to be impressed or imprinted hereon and attested with the manual or facsimile signature of its Secretary, all as of the Dated Date set forth above.

**CABARRUS COUNTY DEVELOPMENT CORPORATION**

[Seal]

By: \_\_\_\_\_  
Michael K. Downs, President

Attest:

By: \_\_\_\_\_  
Lauren Linker, Secretary

## **CERTIFICATE OF AUTHENTICATION**

This is one of the Limited Obligation Refunding Bonds (County of Cabarrus, North Carolina Installment Financing Contract), Series 2024A evidencing a proportionate undivided interest in the right to receive certain Revenues pursuant to the within mentioned Contract and Indenture.

**REGIONS BANK**, as Trustee

Dated: [July \_\_, 2024]

By: \_\_\_\_\_  
[Lisa L. Moorehead], Vice President

[FORM OF ASSIGNMENT]

ASSIGNMENT

*FOR VALUE RECEIVED* the undersigned hereby sells, assigns and transfers unto

---

(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

---

the within 2024A LOB and all rights thereunder, and hereby irrevocably constitutes and appoints

---

Attorney to register the transfer of the within 2024A LOB on the books kept for registration thereof,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

---

**NOTICE:** Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program ("Stamp") or similar program.

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**NOTICE:** The signature to this assignment must correspond with the name as it appears on the face of the within 2024A LOB in every particular, without alteration, enlargement or any change whatever.

**TRANSFER FEE MAY BE REQUIRED**

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the "Board") of the County of Cabarrus, North Carolina (the "County"), will conduct a public hearing on June 17, 2024 concerning the execution and delivery by the County of one or more installment financing contracts with one or more third parties (the "Contracts") to (a) refinance all or a portion of one or more installment financing contracts previously executed and delivered by the County, which prior installment financing contracts paid all or a portion of the costs of acquiring, constructing and equipping various public facilities and related improvements and costs (collectively the "Refunded Projects") and (b) finance all or a portion of the costs of (i) the acquisition of land to be used as the site of a new human services facility, (ii) the acquisition of any necessary rights-of-way and easements related to the foregoing, (iii) various real and personal property improvements related to each of the foregoing (i) and (ii) and (iv) certain additional improvements related to the Refunded Projects (collectively, the "New Money Projects" and, together with the Refunded Projects, the "Projects.")

The plan of financing for the New Money Projects and the plan of refinancing for the one or more prior installment financing contracts and the Refunded Projects involves the entry by the County into the Contracts with one or more third parties who will provide the County with up to \$230,000,000 pursuant to the terms of the Contracts, which amount will be applied to provide refinancing of the one or more prior installment financing contracts and the Refunded Projects and to finance the New Money Projects. The County's obligations to such one or more third parties supplying financing are authorized by North Carolina General Statutes Section 160A-20 and will be secured by a lien upon or security interest in all or some portion of the Projects and/or in all or some portion of the real property on which the Projects are located.

The obligations of the County under the Contracts will not be deemed to be a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation and the Contracts will not directly or indirectly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Contracts are in effect. No deficiency judgment may be rendered against the County in any action for breach of the Contracts and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under the Contracts.

PLEASE TAKE NOTICE THAT THE BOARD WILL HOLD A PUBLIC HEARING CONCERNING THE PLAN OF FINANCING AND REFINANCING AT 6:30 P.M., OR AS SOON THEREAFTER AS THE HEARING CAN BE HELD, ON MONDAY, JUNE 17, 2024, IN THE COMMISSIONERS' MEETING ROOM IN THE CABARRUS COUNTY GOVERNMENTAL CENTER, CONCORD, NORTH CAROLINA, AT WHICH ANY PERSON MAYBE HEARD CONCERNING THE PLAN OF FINANCING AND REFINANCING.

The Board of Commissioners' Meeting will be broadcast live on Channel 22, <https://www.youtube.com/cabarruscounty> and <https://www.cabarruscounty.us/cabcotv>.

If reasonable accommodations are needed, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

Lauren Linker  
Clerk to the Board of Commissioners  
for the County of Cabarrus, North Carolina

Posted June 5, 2024

## THE INDEPENDENT TRIBUNE

June 7, 2024

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners (the "Board") of the County of Cabarrus, North Carolina (the "County"), will conduct a public hearing on June 17, 2024 concerning the execution and delivery by the County of one or more installment financing contracts with one or more third parties (the "Contracts") to (a) refinance all or a portion of one or more installment financing contracts previously executed and delivered by the County, which prior installment financing contracts paid all or a portion of the costs of acquiring, constructing and equipping various public facilities and related improvements and costs (collectively the "Refunded Projects") and (b) finance all or a portion of the costs of (i) the acquisition of land to be used as the site of a new human services facility, (ii) the acquisition of any necessary rights-of-way and easements related to the foregoing, (iii) various real and personal property improvements related to each of the foregoing (i) and (ii) and (iv) certain additional improvements related to the Refunded Projects (collectively, the "New Money Projects" and, together with the Refunded Projects, the "Projects.")

The plan of financing for the New Money Projects and the plan of refinancing for the one or more prior installment financing contracts and the Refunded Projects involves the entry by the County into the Contracts with one or more third parties who will provide the County with up to \$230,000,000 pursuant to the terms of the Contracts, which amount will be applied to provide refinancing of the one or more prior installment financing contracts and the Refunded Projects and to finance the New Money Projects. The County's obligations to such one or more third parties supplying financing are authorized by North Carolina General Statutes Section 160A-20 and will be secured by a lien upon or security interest in all or some portion of the Projects and/or in all or some portion of the real property on which the Projects are located.

The obligations of the County under the Contracts will not be deemed to be a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation and the Contracts will not directly or indirectly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Contracts are in effect. No deficiency judgment may be rendered against the County in any action for breach of the Contracts and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under the Contracts.

PLEASE TAKE NOTICE THAT THE BOARD WILL HOLD A PUBLIC HEARING CONCERNING THE PLAN OF FINANCING AND REFINANCING AT 6:30 P.M., OR AS SOON THEREAFTER AS THE HEARING CAN BE HELD, ON MONDAY, JUNE 17, 2024, IN THE COMMISSIONERS' MEETING ROOM IN THE CABARRUS COUNTY GOVERNMENTAL CENTER, CONCORD, NORTH CAROLINA, AT WHICH ANY PERSON MAYBE HEARD CONCERNING THE PLAN OF FINANCING AND REFINANCING.

The Board of Commissioners' Meeting will be broadcast live on Channel 22, <https://www.youtube.com/cabarruscounty> and <https://www.cabarruscounty.us/cabcotv>.

If reasonable accommodations are needed, please contact the ADA Coordinator at 704-920-2100 at least 48 hours prior to the public hearing.

Lauren Linker  
Clerk to the Board of Commissioners  
for the County of Cabarrus, North Carolina

**Publish: June 7, 2024.**



## CABARRUS COUNTY



### BOARD OF COMMISSIONERS REGULAR MEETING

June 17, 2024  
6:30 PM

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**AGENDA CATEGORY:**

New Business

**SUBJECT:**

Library - Cannon Foundation Grant

**BRIEF SUMMARY:**

Cabarrus County Library received a \$58,000 grant from the Cannon Foundation for various service enhancements in the children's library. Attached is a budget amendment to appropriately budget for the grant funding.

**REQUESTED ACTION:**

Motion to approve the budget amendment.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Melanie Holles, Library Director

**BUDGET AMENDMENT REQUIRED:**

Yes

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

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**ATTACHMENTS:**

- ▢ Budget Amendment

Budget Revision/Amendment Request

Date: 6/17/2024

Amount: 58,000.00

Dept. Head: Melanie Holles

Department: Library

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

The budget amendment is to increase 00198240-9356 Special Programming Supplies to reflect the grant received from the Cannon Foundation.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	8240-9356-CANO1	Special Programming Supplies	\$10,600.00	\$58,000		68,600.00
001	6	8240-6806-CANO1	Donations - Cannon Trust CL	\$0.00	58,000.00		58,000.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

Total 0.00

Budget Officer

☐ Approved  
☐ Denied

County Manager

☐ Approved  
☐ Denied

Board of Commissioners

☐ Approved  
☐ Denied

Signature

Signature

Signature

Date

Date

Date

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

New Business

### **SUBJECT:**

County Manager - Adoption of the Fiscal Year 2025 Budget

### **BRIEF SUMMARY:**

The County Manager presented the Recommended Budget for Fiscal Year 2025 to the Board of Commissioners on Monday, May 20, 2024. A public hearing was held on Monday, June 3, 2024 at 5:30 p.m. The Cabarrus County Budget Ordinance consists of the General Fund, Community Investment Fund, Cabarrus Arena & Events Fund, Landfill Fund, 911 Emergency Telephone Fund, Health and Dental Insurance Fund, Workers Compensation and Liability Fund, Fire Tax Districts Fund, Social Services Fund, Intergovernmental Fund and Opioid Settlement Fund.

### **REQUESTED ACTION:**

Motion to adopt the Budget Ordinance for Fiscal Year 2025.

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

### **SUBMITTED BY:**

Mike Downs, County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

This item was approved by the Board for inclusion on the Agenda as a New Business item.

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**ATTACHMENTS:**

- ▯ FY25 Budget Ordinance

# Budget Ordinance

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**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina:

## Section 1 – County Funds

The County hereby appropriates the following amounts, listed by fund, as the estimated revenues and expenditures for the operation and maintenance of various governmental activities, debt obligations and capital outlay purchases for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025:

### I. General Fund

- a. It is estimated that the following revenues will be available in the General Fund:

Ad Valorem Tax Levy	280,415,985
Sales Tax/Other	48,589,000
Intergovernmental	30,850,528
Permits and Fees	8,897,350
Sales and Services	17,202,857
Investment Earnings	4,500,000
Miscellaneous	430,100
Fund Balance	363,344
<b>TOTAL REVENUES</b>	<b><u>391,249,164</u></b>

- b. The following expenditures are budgeted in the General Fund:

General Government	59,371,189
Public Safety	91,646,889
Economic and Physical Development	7,212,078
Human Services	63,288,259
Cultural and Recreational	11,022,989

#### **Cabarrus County Schools**

Instructional Services	71,593,893
Charter Schools	6,471,601
Technology Support Services	6,209,679
Building and Grounds Maintenance	12,390,674
Other Schools (School Parks, Special Olympics)	134,405
Schools Information Technology Services (ITS)	36,324

#### **Kannapolis City Schools**

Instructional Services	8,318,055
Charter Schools	743,914
Technology Support Services	775,691
Building Maintenance	1,260,567
Grounds Maintenance	113,783
Schools Information Technology Services (ITS)	8,832

# Budget Ordinance

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## Rowan-Cabarrus Community College

Current Expense	4,584,500
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## Other Programs

Contributions to Other Funds	46,065,842
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<b>TOTAL EXPENDITURES</b>	<b><u>391,249,164</u></b>
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## II. Community Investment Fund (CIF)

- a. It is estimated the following revenues will be available in the Community Investment Fund:

Sales Tax	28,426,000
Miscellaneous	404,000
Lottery Proceeds	2,300,000
Other Financing Sources	44,718,224
<b>TOTAL REVENUES</b>	<b><u>75,848,224</u></b>

- b. The following expenditures are budgeted in the Community Investment Fund:

Debt Service	
Public Schools	
Principal	\$ 24,217,275
Interest	9,223,000
Capital Outlay	1,120,000
Rowan Cabarrus Community College	
Principal	1,100,000
Interest	340,500
Capital Outlay	100,000
Other Debt Service	26,161,625
Other Improvements	3,529,582
Contribution to Capital Project Fund	8,556,242
Legal Fees	1,000,000
Bank Service Charges	500,000
<b>TOTAL EXPENDITURES</b>	<b><u>\$ 75,848,224</u></b>

# Budget Ordinance

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## III. Cabarrus Arena and Events Center Fund

- a. It is estimated the following revenues will be available in the Cabarrus Arena and Events Center Fund:

Sales and Service	\$	749,831
Investment Earnings		60,000
Miscellaneous		5,000
Other Financing Sources		1,420,686
<b>TOTAL REVENUES</b>	<b>\$</b>	<b>2,235,517</b>

The following expenditures are budgeted in the Cabarrus Arena and Events Center Fund:

Personnel Services	\$	208,388
Operations		2,027,129
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>2,235,517</b>

## IV. Opioid Settlement Fund

- b. It is estimated the following revenues will be available in the Opioid Settlement Fund:

Miscellaneous	\$	670,866
<b>TOTAL REVENUES</b>	<b>\$</b>	<b>670,866</b>

The following expenditures are budgeted in the Opioid Settlement Fund:

Personnel Services	\$	197,716
Operations		210,000
Contributions to Other Fund or Activities		263,150
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>670,866</b>

## V. Landfill Fund

- a. It is estimated the following revenues will be available in the Landfill Fund:

Intergovernmental	\$	56,000
Permits & Fees		150,000
Sales & Services		1,501,000
Contribution from General Fund		740,478
<b>TOTAL REVENUES</b>	<b>\$</b>	<b>2,447,478</b>



# Budget Ordinance

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- b. The following expenditures are budgeted in the Landfill Fund:

Personnel Services	\$ 959,126
Operations	1,488,352
<b>TOTAL EXPENDITURES</b>	<b>\$ <u>2,447,478</u></b>

## VI. 911 Emergency Telephone Fund

- a. It is estimated the following revenues will be available in the 911 Emergency Telephone Fund:

Intergovernmental	\$ 262,342
Investment Earnings	10,000
Fund Balance	201,433
<b>TOTAL REVENUES</b>	<b>\$ <u>473,775</u></b>

- b. The following expenditures are budgeted in the 911 Emergency Telephone Fund:

Operations	\$ 473,775
<b>TOTAL EXPENDITURES</b>	<b>\$ <u>473,775</u></b>

## VII. Social Services Fund

- a. It is estimated the following revenues will be available in the Social Services Fund:

Sales & Services	\$ 450,000
<b>TOTAL REVENUES</b>	<b>\$ <u>450,000</u></b>

- b. The following expenditures are budgeted in the Social Services Fund:

Operations	\$ 450,000
<b>TOTAL EXPENDITURES</b>	<b>\$ <u>450,000</u></b>

## VIII. Intergovernmental Fund

- a. It is estimated the following revenues will be available in the Intergovernmental Fund:

Sales & Services	\$ 2,600,000
<b>TOTAL REVENUES</b>	<b>\$ <u>2,600,000</u></b>

- b. The following expenditures are budgeted in the Intergovernmental Fund:

## Budget Ordinance

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Education	\$ 2,600,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,600,000</b>

### IX. Health and Dental Insurance Fund

- a. It is estimated the following revenues will be available in the Health and Dental Insurance Fund:

Sales & Services	\$ 18,756,162
Investment Earnings	50,000
Miscellaneous	700,000
Fund Balance	35,000
<b>TOTAL REVENUES</b>	<b>\$ 19,541,162</b>

- b. The following expenditures are budgeted in the Health and Dental Insurance Fund:

Operations	\$ 19,541,162
<b>TOTAL EXPENDITURES</b>	<b>\$ 19,541,162</b>

### X. Workers Compensation and Liability Fund

- a. It is estimated the following revenues will be available in the Workers Compensation and Liability Fund:

Sales & Services	\$ 2,363,223
Investment Earnings	20,000
Fund Balance	2,478,250
<b>TOTAL REVENUES</b>	<b>\$ 4,861,473</b>

- b. The following expenditures are budgeted in the Workers Compensation and Liability Fund:

Operations	\$ 4,861,473
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,861,473</b>

# Budget Ordinance

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## XI. Fire Tax Districts Fund

- a. It is estimated the following revenues will be available in the Fire Tax Districts Fund:

Ad Valorem Tax Levy	\$ 9,549,821
<b>TOTAL REVENUES</b>	<b>\$ 9,549,821</b>

- b. The following expenditures are budgeted in the Fire Tax Districts Fund:

Allen Fire Tax District	\$ 1,074,181
Cold Water Fire Tax District	491,351
Concord Rural Fire Tax District	42,801
Flowes Store Fire Tax District	432,111
Georgeville Fire Tax District	449,500
Gold Hill Fire Tax District	71,455
Harrisburg Rural Fire Tax District	1,974,050
Jackson Park (City of Concord) Fire Tax District	303,913
Kannapolis Rural Fire Tax District	366,212
Midland Fire Tax District	1,430,528
Mt. Mitchell Fire Tax District	198,230
Mt. Pleasant Rural Fire Tax District	881,491
Northeast Fire Tax District	295,019
Odell Fire Tax District	1,122,121
Richfield-Misenheimer Fire Tax District	17,939
Rimer Fire Tax District	398,919
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,549,821</b>
 <b>GRAND TOTAL – ALL FUNDS – REVENUES</b>	 <b>\$ 509,927,480</b>
 <b>GRAND TOTAL – ALL FUNDS – EXPENDITURES</b>	 <b>\$ 509,927,480</b>

## Section 2 – County Tax Rate

There is hereby levied a tax rate of 60 ¢ per one hundred dollars (\$100) of assessed valuation of taxable property for the fiscal year beginning July 1, 2024, and ending June 30, 2025, to finance expenditures in Section 1, excluding the Fire Tax Districts. Estimated revenues based on the estimated total valuation of taxable property as listed on January 1, 2024, of \$46,959,253,000, at an estimated collection rate of 98.75% on Real, Personal and Public Service property. A 99.5% collection rate on vehicles. An estimated total valuation of Real, Personal and Public Service property is \$43,856,788,000 and vehicle of \$3,102,465,000.

# Budget Ordinance

## Section 3 – Fire Tax Districts Tax Rates

There is also hereby levied the following tax rates on each one hundred dollars (\$100) of assessed valuation of taxable property in the Fire Tax Districts for the fiscal year beginning July 1, 2024, and ending June 30, 2025:

<b>Allen Fire Tax District</b>	<b>11.0 ¢</b>
Based on estimated assessed valuation in the Allen Fire Tax District of \$988,889,000	
<b>Cold Water</b>	<b>8.0 ¢</b>
Based on estimated assessed valuation in the Cold Water Fire Tax District of \$621,963,000	
<b>Concord Rural</b>	<b>12.5 ¢</b>
Based on estimated assessed valuation in the Concord Rural Fire Tax District of \$34,674,000	
<b>Flowes Store</b>	<b>10.0 ¢</b>
Based on estimated assessed valuation in the Flowe's Store Fire Tax District of \$437,581,000	
<b>Georgeville</b>	<b>9.0 ¢</b>
Based on estimated assessed valuation in the Georgeville Fire Tax District of \$505,766,000	
<b>Gold Hill</b>	<b>9.0 ¢</b>
Based on estimated assessed valuation in the Gold Hill Fire Tax District of \$80,399,000	
<b>Harrisburg Rural</b>	<b>15.0 ¢</b>
Based on estimated assessed valuation in the Harrisburg Fire Tax District of \$1,332,692,000	
<b>Jackson Park (City of Concord)</b>	<b>12.5 ¢</b>
Based on estimated assessed valuation in the Jackson Park (City of Concord) Fire Tax District of \$246,208,000	
<b>Kannapolis Rural</b>	<b>10.0 ¢</b>
Based on estimated assessed valuation in the Kannapolis Rural Fire Tax District of \$370,848,000	
<b>Midland</b>	<b>10.0 ¢</b>
Based on estimated assessed valuation in the Midland Fire Tax District of \$1,448,636,000	
<b>Mt. Mitchell</b>	<b>10.0 ¢</b>
Based on estimated assessed valuation in the Mt. Mitchell Fire Tax District of \$200,739,000	
<b>Mt. Pleasant Rural</b>	<b>11.0 ¢</b>
Based on estimated assessed valuation in the Mt. Pleasant Rural Fire Tax District of \$811,499,000	
<b>Northeast</b>	<b>12.0 ¢</b>
Based on estimated assessed valuation in the Northeast Fire Tax District of \$248,961,000	
<b>Odell</b>	<b>5.9 ¢</b>
Based on estimated assessed valuation in the Odell Fire Tax District of \$1,925,975,000	
<b>Richfield-Misenheimer</b>	<b>7.0 ¢</b>
Based on estimated assessed valuation in the Richfield-Misenheimer Fire Tax District of \$25,951,000	
<b>Rimer</b>	<b>10.0 ¢</b>
Based on estimated assessed valuation in the Rimer Fire Tax District of \$403,969,000	

The above tax rates produce Ad Valorem Tax Levy to finance the expenditures of the Fire Tax Districts. Estimated revenues based on the estimated total valuation of taxable property as listed on January 1, 2024, in the table above, at an estimated combined collection rate of 98.75%.

# Budget Ordinance

## Section 4 – Authorized Positions

The Board authorizes **1,536** total positions equaling **1,460.87** full-time equivalents. This includes the following new positions authorized in FY25:

Department	# Positions	# FTE	Title	Grade
Infrastructure Asset Management – Building Maintenance	1.00	1.00	Building Maintenance Mechanic	14
Sheriff's Office	1.00	1.00	Deputy Sheriff – Library Security	15
Emergency Medical Services	4.00	4.00	EMT/Paramedic/Senior Paramedic	18
Emergency Medical Services	4.00	4.00	Master Paramedics	20
Emergency Medical Services	1.00	1.00	Logistics Specialist	12
Emergency Medical Services	1.00	1.00	Simulation Technical Specialist	22
Social Services - Administration	1.00	1.00	Administrative Specialist III	15
Economic Family Support Services	1.00	1.00	FNS Eligibility Supervisor II	20
Economic Family Support Services	3.00	3.00	Eligibility Specialists II	15
Child Welfare	1.00	1.00	Licensing Social Worker III	19
Child Welfare	1.00	1.00	Quality Assurance Evaluator	23
Child Welfare	1.00	1.00	Community Social Service Technician	10
Child Support Services	1.00	1.00	Administrative Specialist I	11
Adult and Family Services	1.00	1.00	Intake Social Worker II	18
Active Living and Parks	3.00	1.20	Center Facility Operators (Afton)	12
Active Living and Parks	2.00	0.70	Park Ranger - Part time (FLP Barn)	10
<b>Total</b>	<b>27.00</b>	<b>23.90</b>		

## Section 5 – Authorizations

- a. The foregoing appropriations, schedules of expected revenues, and taxes levied, are based on the annual budget as hereby approved, and the terms of which budget are hereby specifically incorporated by reference.
- b. That there are hereby appropriated to the Fire Tax Districts the revenues from collection of the Fire Tax Districts Ad Valorem tax at the rates stated in Section 3 to cover the cost for servicing all districts.
- c. The County Manager may not distribute funds appropriated to a private entity until the County and the private entity enter into a written contract or agreement specifying the following:
  1. The purposes for which the private entity may use the funds, which shall comply with the requirements of G.S. 153A-449(a) and N.C. Const. Art. V, Sec. 2.

# Budget Ordinance

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2. Requirements for accounting for the management and expenditure of county funds.
  3. Any other fiscal or programmatic control deemed appropriate by the County Manager to ensure the lawful and appropriate spending and management of the county funds.
- d. The County Manager, or his designee, may transfer moneys from one appropriation to another within the same fund. The County Manager must report such transfers to the Board of Commissioners at its next regular meeting and record such notice in the minutes.
  - e. The Board of Commissioners must approve the use of any contingency appropriation within any fund except for the County Manager may authorize expenditures from contingency appropriations to fund an increase in charter school student enrollment. Expenditures from contingency appropriations authorized by the County Manager must be reported to the board at its next regular meeting and recorded in the minutes.
  - f. The County Manager, Budget Director, or designee may create debt-financing amendments from estimated projections upon approval by the Board of Commissioners of the debt financing and adjust as needed upon closing.
  - g. The County Manager or designee may enter and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
  - h. The County Manager or designee may execute contracts not required to be bid or which G.S. 143-131 allows an informal bid so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
  - i. The County Manager or designee may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153A-248(b), 259, 449 and any similar statutes require such contracts.
  - j. The County Manager or designee may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
  - k. The appropriations for Cabarrus County Schools and Kannapolis City Schools are allocated by category. Cabarrus County Schools and Kannapolis City Schools must obtain the approval of the Board of Commissioners for any amendment that would increase or decrease the amount of County appropriations allocated by category by more than ten percent.
  - l. The Finance Officer or designee shall re-appropriate for expenditures in the current fiscal year the remaining encumbered appropriations on June 30th of the prior fiscal year.
  - m. In accordance with 2 C.F.R. § 200.320(a)(1)(iv), the applicable provisions of North Carolina law, and Resolution No. 2022-24, Cabarrus County hereby self-certifies the following micro-purchase thresholds, each of which is a “higher threshold consistent with State law” under 2 C.F.R. § 200.320(a)(1)(iv)(C):
    - (a) \$30,000, for the purchase of “apparatus, supplies, materials, or equipment”; and

# Budget Ordinance

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- (b) \$30,000, for the purchase of “construction or repair work”; and
- (c) \$50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and
- (d) \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the Unit has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be \$0.00

## **Section 6.**

This ordinance and the budget documents shall be the basis for the financial plan for the County of Cabarrus for the 2024-2025 fiscal year. The County Manager and the Finance Officer shall administer the budget. The Budget Director shall establish and maintain all records, which are in concurrence with this budget and budget ordinance and the appropriate statutes of the State of North Carolina.

Adopted this the 17<sup>th</sup> day of June 2024.

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Stephen M. Morris, Chairman

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Lauren Linker, Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Reports

### **SUBJECT:**

BOC - Receive Updates from Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees

### **BRIEF SUMMARY:**

This time is allotted during regular meetings to receive updates from commission members that serve as liaisons to local municipalities or that serve on various boards/committees, if needed. This opportunity allows the board as a whole to learn more about what is going on with the boards each commissioner is individually involved with.

### **REQUESTED ACTION:**

Receive updates and discuss as needed.

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

1 Minute

### **SUBMITTED BY:**

Lauren Linker, Clerk to the Board

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

### AGENDA CATEGORY:

Reports

### SUBJECT:

BOC - Request for Applications for County Boards/Committees

### BRIEF SUMMARY:

Vacant Positions on the Cabarrus County Boards & Committees are as follows:

<b>Boards &amp; Committees</b>	<b>Vacancies/Expiring/Expired Terms</b>	<b>Term Expiration and/or Position</b>
Active Living & Parks Commission	4	*
Adult Care Home Community Advisory Committee	13	**
Agricultural Advisory Board	n/a	*
Board of Equalization & Review	n/a	*
Centralina Workforce Development Board	n/a	*
Concord Planning Commission (ETJ)	1	*
Early Childhood Task Force Advisory Board	n/a	*
Harrisburg Planning & Zoning Board and Board of Adjustment (ETJ)	n/a	*
Home & Community Care Block Grant Committee	n/a	*
Human Services Advisory Board	n/a	*
Industrial Facilities & Pollution Control Financing Authority	1	*
Jury Commission	n/a	*

Juvenile Crime Prevention Council	n/a	*
Library Board of Trustees	3	*
Mental Health Advisory Board	7	*
Mt. Pleasant Planning Board & Board of Adjustment	n/a	
Nursing Home Community Advisory Board	11	**
Planning & Zoning Commission	n/a	*
Public Health Authority of Cabarrus County	1	*
Region F Aging Advisory Committee	2	*
Rowan-Cabarrus Community College Board of Trustees	n/a	*
Senior Centers Advisory Council	2	*
Tourism Authority	n/a	*
Transportation Advisory Board	5	*
Water & Sewer Authority of Cabarrus County	n/a	*
Youth Commission	6	Jay M. Robinson and West Cabarrus high schools

\*Term lengths and expirations vary per board roster.

\*\*Initial terms are for one year. Additional terms are for three years.

A description of each board/committee is attached along with an application for appointment. Visit the County's website to complete the online application. For more information, contact the Clerk at 704-920-2109 or go to <https://www.cabarruscounty.us/boards-and-committees>.

#### **REQUESTED ACTION:**

Review the aforementioned list of County Boards/Committees for the benefit of the viewing audience and encourage citizens to participate.

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

1 Minute

#### **SUBMITTED BY:**

Lauren Linker, Clerk to the Board

#### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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**ATTACHMENTS:**

- ▣ Boards & Committees Descriptions
- ▣ Concord ETJ Map
- ▣ Harrisburg ETJ Map
- ▣ Application
- ▣ Youth Commission Application

## **CABARRUS COUNTY**

### **BOARDS, COMMITTEES, COMMISSIONS AND AUTHORITIES**

The Cabarrus County Board of Commissioners makes appointments to a number of boards, committees, commissions and authorities. All citizens of Cabarrus County are encouraged to volunteer to serve on these boards/committees. To obtain an application for appointment or for more information, please contact the Clerk to the Board, at the Governmental Center, 65 Church Street, SE, Concord, or call (704) 920-2109. The application may also be downloaded from the County's website at [www.cabarruscounty.us](http://www.cabarruscounty.us).

A listing of the boards/committees is as follows:

#### **ACTIVE LIVING AND PARKS COMMISSION**

This commission advises on parks and recreation needs of County residents and assists the Parks Department in planning facilities and operational activities. The 11-member commission includes a representative from each of the 7 planning areas (Concord, Eastern, Kannapolis, Central, Midland, Northwest Cabarrus and Harrisburg), 2 at-large representatives, 1 representative from the Cabarrus School Board and 1 representative from the Kannapolis School Board. Appointments are for terms of three years.

#### **ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**

This committee seeks to maintain the intent of the Adult Care Home Residents Bill of Rights and to promote community involvement with the homes (homes for the aged, family care homes and homes for developmentally disabled adults). Members cannot be employed by an adult care home nor have any financial interest, directly or indirectly, in an adult care home. Immediate family of an adult care home resident in Cabarrus County cannot serve on the committee. Initial appointment is for a term of one year with successive appointments of three-year terms.

#### **AGRICULTURAL ADVISORY BOARD**

The Agricultural Advisory Board is designed to implement the provisions of the Voluntary Agricultural District Ordinance. The Board is charged with accepting applications to the voluntary agricultural districts, promoting the enhancement of agriculture in our county, and assisting the Cabarrus County Commissioners with information and positions regarding decisions impacting agricultural production in our county.

#### **BOARD OF EQUALIZATION AND REVIEW**

This board: (1) reviews the tax lists of the county for the current year to assure that all property is listed and appraised accurately; (2) hears any property owner's appeal concerning the value assigned to his property (or that of others); and (3) has the authority to make adjustments necessary to bring the valuation into line with the standards established by law. Members serve three-year terms.

### **CABARRUS COUNTY PLANNING AND ZONING COMMISSION**

This commission serves a key role in shaping the future development of the county as it reviews subdivisions, assists in area plans, and makes land use decisions, some of which are forwarded to the Board of Commissioners. The commission also serves as the Board of Adjustment that hears and decides appeals of decisions by the Zoning Enforcement Officer, and grants special use permits/variances. Members include a representative from each of the 7 planning areas (Concord, Midland, Central, Eastern, Harrisburg, Kannapolis and Northwest Cabarrus), 2 at-large representatives and 3 Alternate members. Appointments are for terms of three years.

### **CENTRALINA WORKFORCE DEVELOPMENT BOARD**

This group serves as the governing body for a variety of programs and their plans, including the Job Training Partnership Act, Work First (JOBS) welfare and placement programs, the Older Worker Americans Act Job Training and Employment Program, etc. The County Commissioners appoint 4 persons representing Education, Organized Labor and the Private Sector (2) to serve on this six-county, 20-member board. Appointments are for terms of two years.

### **CONCORD PLANNING AND ZONING COMMISSION**

The Commission guides, reviews and regulates land developments within and around the boundaries of the City of Concord. The County Commissioners appoint one member who resides in Concord's extraterritorial jurisdiction area for a term of three years.

### **HARRISBURG FIRE ADVISORY BOARD**

The Harrisburg Fire Advisory Board advises the Town Council, Town Administrator and the Fire Chief on matters of policy, administration and operations. The board tracks the progress of the Harrisburg Fire Department's key objectives as outlined in the annual report, reviews the Department's By-Laws on an annual basis, and recommends changes to the Town Council for final approval.

### **HARRISBURG PLANNING AND ZONING BOARD**

This board reviews, regulates development within and around the boundaries of the Town of Harrisburg and hears and decides on appeals of zoning within the Town's jurisdiction. The County Commissioners appoint one person who resides in the extraterritorial jurisdiction of the Town to serve for a term of three years.

### **HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE**

This advisory committee assists the Department of Aging with the development of the County Aging Funding Plan through the Home and Community Care Block Grant for Older Adults. The committee is composed of potential public and private providers of aging services, elected county officials, older adults and representatives of other aging interests in the county.

### **HUMAN SERVICES ADVISORY BOARD**

This board is appointed by the Board of Commissioners to advocate, advise and consult regarding services within the Department of Human Services. The board is composed of five members who are appointed for three-year terms.

In the first year of organization, the terms will be staggered with three members appointed to

three-year terms and two members appointed to two-year terms.

### **INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY**

This authority provides for the issuance of revenue bonds to aid in financing (1) industrial and manufacturing facilities which provide job opportunities or better ways to help alleviate unemployment and raise below-average manufacturing wages and (2) pollution control facilities for industries. The 7-member authority meets as needed. Appointments are for terms of six years.

### **JURY COMMISSION**

This commission is responsible for compiling the jury lists for the Courts. The Board of Commissioners appoints one member for a term of two years to the 3-member commission.

### **JUVENILE CRIME PREVENTION COUNCIL**

The council plans for the needs of adjudicated and at-risk youth and assesses the need for delinquency treatment and prevention services in Cabarrus County. The 25-member council is made up of a variety of judicial and public agency representatives as well as seven at-large members. Appointments are for terms of two years.

### **LIBRARY BOARD OF TRUSTEES**

The board advises the County Commissioners on matters relating to the Cabarrus County Library system, including the planning of programs, policies, facilities and budgetary matters. The seven-member board includes representatives selected from the areas of Concord (one member appointed by the Concord City Council and one member appointed by the County Commissioners), Mt. Pleasant, Harrisburg, Midland, and Kannapolis (2). Appointments are for terms of three years.

### **MOUNT PLEASANT PLANNING BOARD AND BOARD OF ADJUSTMENT**

This board guides, reviews, regulates land development within and around the boundaries of the Town of Mt. Pleasant and hears and decides on appeals of zoning within the Town's jurisdiction. The Board of Commissioners appoints two persons who reside within the Town's extraterritorial jurisdiction area for terms of three years.

### **NURSING HOME COMMUNITY ADVISORY COMMITTEE**

This committee seeks to maintain the intent of the Nursing Home Residents Bill of Rights for those persons residing in nursing homes, works to ensure appropriate conditions within the nursing homes and promotes community involvement with those homes. Members cannot be employed by a nursing home nor have any financial interest, directly or indirectly, in a nursing home. Also, no immediate family of a nursing home resident in Cabarrus County can serve on the committee. Initial appointments are made for terms of one year with successive appointments of three years.

### **PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY**

The authority seeks to enhance public/private health care partnerships, stabilize county dollars going to support health services, and to provide consolidation and long range planning for health services. It also acts as the local board of health and is charged to protect and promote the public health of the citizens of Cabarrus County. Membership is as follows: Member or designee of the Board of County Commissioners; Member of the Cabarrus County Medical Society; Member of the Cabarrus Physicians Organization; Member or

designee of the CMC-NorthEast Medical Center Board of Trustees; and three members from the general public not affiliated with the above organizations, but recommended by the nominees of those organizations.

## **REGION F AGING ADVISORY COMMITTEE**

This committee advises the Centralina Council of Governments (COG) staff and COG Board on area plans for the aging within the nine-county region. County Commissioners appoint three members and one alternate to the 26-member regional committee. The appointments are for terms of two years except for the alternate appointment, which is a one-year term.

## **ROWAN-CABARRUS COMMUNITY COLLEGE (RCCC) BOARD OF TRUSTEES**

This board governs the operation of the community college according to State law. The Cabarrus County Board of Commissioners makes two four-year appointments to the Board of Trustees.

## **SENIOR CENTERS ADVISORY COUNCIL**

The Senior Centers Advisory Council aids in determining senior citizen activities to be provided by the County as well as activities and operations at the senior centers. The council is comprised of 11 members who work closely with the Active Living and Parks Department and Senior Center staff. Appointments are for three-year terms.

## **TOURISM AUTHORITY**

This 9-member board is charged with the development of tourism, tourist-related events, facilities and other activities that serve to increase the amount of tourism in the County. The Board of Commissioners appoints membership as follows: Three members, including a County Commissioner and/or County Manager; three members from recommendations submitted by the Cabarrus County Tourism Authority; and three members from recommendations submitted by the Cabarrus Regional Chamber of Commerce. Appointments are for terms of three years.

## **TRANSPORTATION ADVISORY BOARD**

This board works to advance coordination between the County and human service agencies, to monitor transportation services and to advise the Board on issues related to human service transportation policy matters. Members include representatives from the Department of Social Services, Cabarrus Health Alliance, Department of Aging, Cabarrus EMS, L.I.F.E. Center, Cabarrus Workshop, Healthy Cabarrus, Head Start, Piedmont Behavioral Healthcare and a representative of the visually impaired in the county.

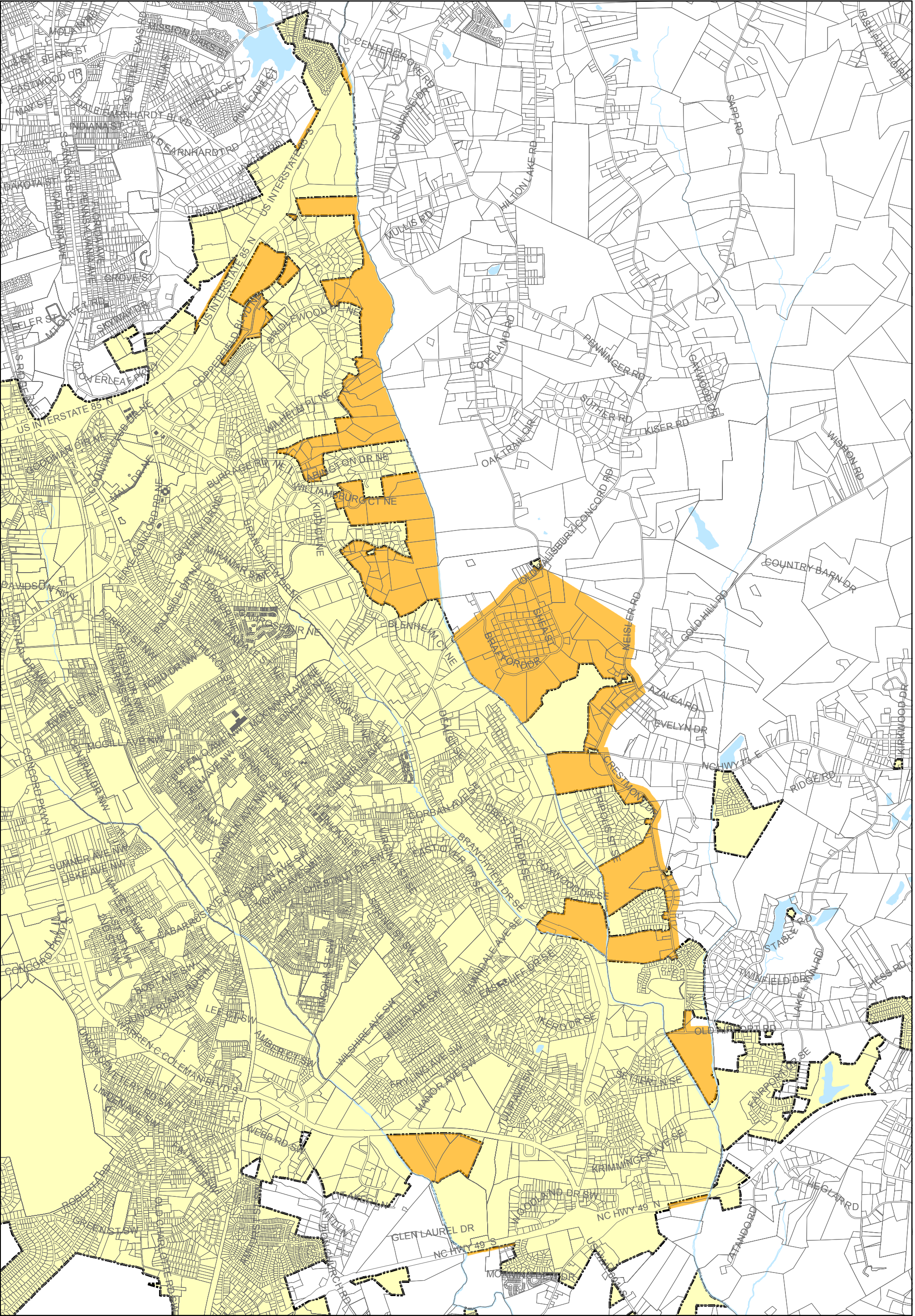
## **WATER & SEWER AUTHORITY OF CABARRUS COUNTY**

The Water and Sewer Authority (WSACC) was established in 1992 by Cabarrus County and the four municipalities for the purpose of planning, constructing, owning, operating and maintaining water and sewer facilities in Cabarrus County. Membership of the board is as follows: two members appointed by Cabarrus County; two members appointed by the City of Concord; two members appointed by the City of Kannapolis; one member appointed by the Town of Harrisburg; one member appointed by the Town of Mt. Pleasant; and one at-large member appointed by Cabarrus County with the advice of the municipalities. Appointments are for terms of three years.

**YOUTH COMMISSION**

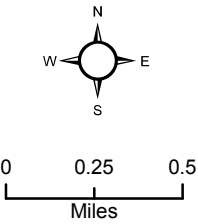
The purpose of the Youth Commission is to provide teens in the community an opportunity to be active citizens. Through experiences and education, youth will be empowered in the community. The Youth Commission will expose teens to county government, allow teens an opportunity to discuss issues, and interact with county commissioners and employees through youth-adult partnerships.



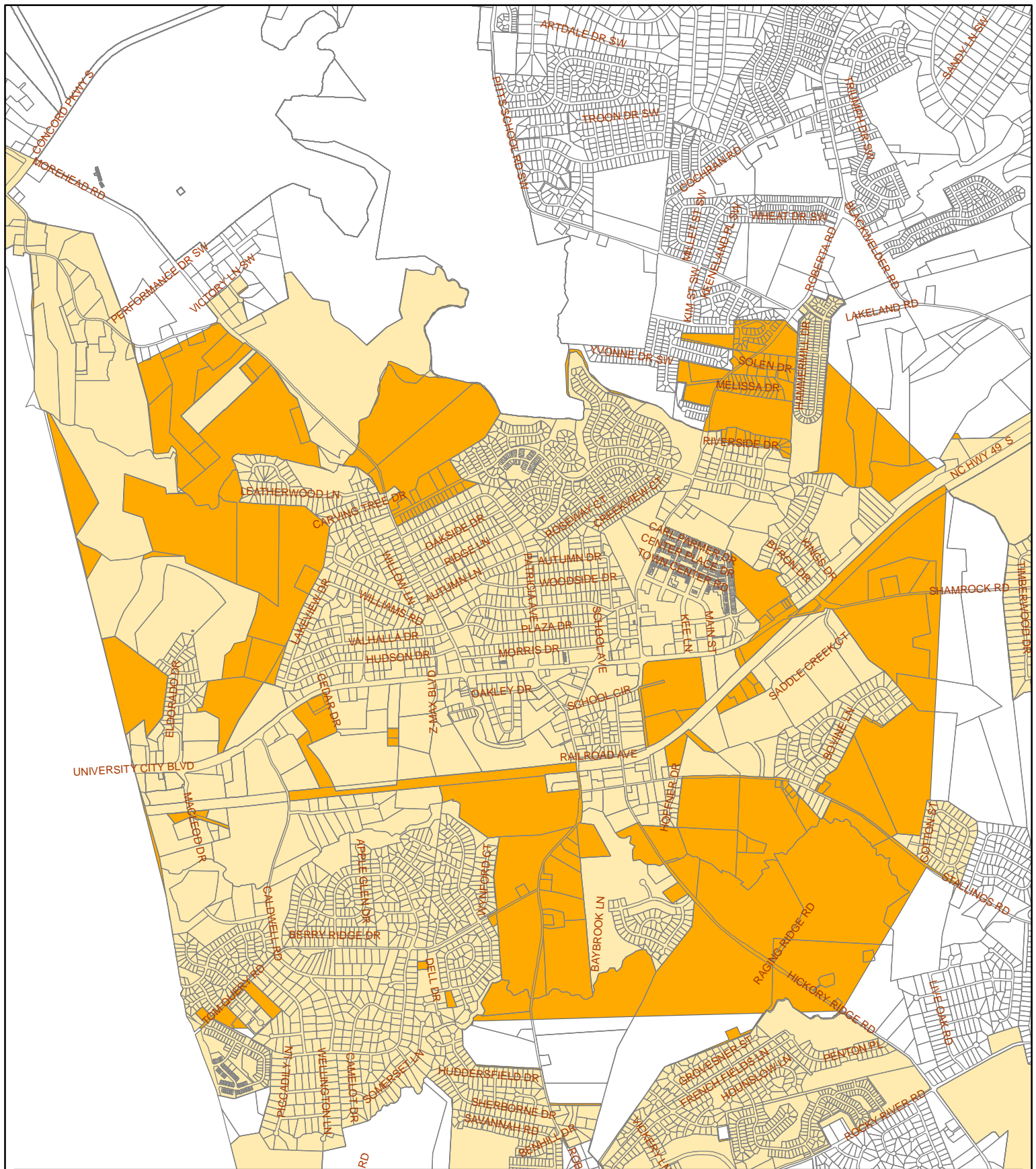


**City of Concord**  
**Extraterritorial Jurisdiction (ETJ)**

- ETJ
- City of Concord
- Parcels
- Rivers
- Lakes & Ponds







#### Legend

- Tax Parcels
- Harrisburg Municipal Limits
- Harrisburg ETJ Boundary

0 0.2 0.4 0.8 Miles



## Town of Harrisburg, NC ETJ Boundary

Cabarrus County shall not be held liable for any errors in these data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning Services, June 2009.

## Application for Appointment to Cabarrus County Advisory Boards and Committees

The Cabarrus County Board of Commissioners believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the County's various advisory boards. If you wish to be considered for appointment to an advisory board, please complete the information below and return it to the CLERK TO THE BOARD OF COMMISSIONERS, P. O. BOX 707, CONCORD, NC 28026-0707, Fax (704) 920-2820. For more information about the various boards, you may contact the Clerk at (704) 920-2109.

Advisory Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

XXXXXXXXXXXX

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City / State / ZIP: \_\_\_\_\_

Resident of Cabarrus County: \_\_\_\_ Yes \_\_\_\_ No

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Business Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Do You Have a N. C. Driver's License? \_\_\_\_ Yes \_\_\_\_ No      Age (optional): \_\_\_\_\_

Number hours available per month for this position: \_\_\_\_\_

Best time of day/or days available: \_\_\_\_\_

- over -

Educational Background: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Business and Civic Experience: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Areas of Interest / Skills: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Other County Boards / Committees / Commissions presently serving on: \_\_\_\_\_  
 \_\_\_\_\_ Term Expiration Date: \_\_\_\_\_

Have you ever been charged with and / or convicted of a criminal offense? \_\_\_\_\_ If so, please explain \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### References

List three persons who are not related to you and who have definite knowledge of your qualifications and fitness for the position for which you are applying.

Name	Business / Occupation	Address	Telephone

I understand that this application will be kept on active file for two years and I hereby authorize Cabarrus County to verify all information included in this application. I further understand this application is subject to the N. C. Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards and committees are subject to the N. C. Open Meetings Law (NCGS 143-318.10).

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of the Applicant

**Cabarrus County Youth Commission**  
**Application**

Full Name: \_\_\_\_\_ M \_\_\_\_ F (check one)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (home): (\_\_\_\_) \_\_\_\_\_ (cell): (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name(s) of Parents or Guardians: \_\_\_\_\_

High School: \_\_\_\_\_ Grade: \_\_\_\_\_

Cumulative High School GPA: \_\_\_\_\_ Year of Expected Graduation: \_\_\_\_\_

School groups/clubs/activities in which you participate: \_\_\_\_\_

\_\_\_\_\_  
List other activities you have been involved in through church, clubs, community, etc. \_\_\_\_\_

\_\_\_\_\_  
What interests you about being a member of the Youth Commission? \_\_\_\_\_

\_\_\_\_\_  
What do you hope to accomplish though being a member of the Youth Commission? What do you hope to learn?

Are you available for evening meetings? \_\_\_\_\_

References:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to you: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to you: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Please return this application in person or via mail to:

Lauren Linker  
Clerk to the Board  
Cabarrus County  
P.O. Box 707  
Concord, NC 28026-0707  
Fax: 704-920-2820  
lelinker@cabarruscounty.us



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

June 17, 2024  
6:30 PM

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### AGENDA CATEGORY:

Reports

### SUBJECT:

Budget - Monthly Budget Amendment Report

### BRIEF SUMMARY:

The County Manager requested a monthly report of Budget Amendments. This report shows all transfers of money from one appropriation to another in accordance with the Budget Ordinance for FY 2023-2024.

### REQUESTED ACTION:

For informational purposes. No action required.

### EXPECTED LENGTH OF PRESENTATION:

### SUBMITTED BY:

Rosh Khatri, Budget Director

### BUDGET AMENDMENT REQUIRED:

No

### COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

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

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### ATTACHMENTS:

▢ Report

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110133	BUA	05/06/2024	05/06/2024	SPAYNEUTER	rjjshuping	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00195910	9646		5910	SPAYNEUTER		T	SPAY IT FORWARD		2,000.00		
2	00191910	9109		5910	SPAYNEUTER		T	Veteranarian Services-SpayITFO				2,000.00
								SPAY IT FORWARD				
								Salary Adjustments				
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110136	BUA	05/07/2024	05/07/2024	F-4.4	snpolitis	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	39067230	6927	FLW	BOC	F-4.4			inc CCS/KCS capital budget				2,000,000.00
2	39097230	9820	FLW	BOC	F-4.4			Proceeds from 2024 Draw Progra		2,000,000.00		
3	39067210	6927	OPPOR	BOC	F-4.4			inc CCS/KCS capital budget				2,535,000.00
4	39097210	9820	OPPOR	BOC	F-4.4			Proceeds from 2024 Draw Progra		2,535,000.00		
5	39067210	6932	COLWB	BOC	F-4.4			inc CCS/KCS capital budget				1,500,000.00
6	39097210	9607	COLWB	BOC	F-4.4			Cont from Comm Investment Fund		1,500,000.00		
7	10060000	6901		BOC	F-4.4			Architects				1,500,000.00
8	10090000	9708		BOC	F-4.4			Fund Balance Appropriated		1,500,000.00		
9	39067210	6932	NEWES	BOC	F-4.4			inc CCS/KCS capital budget				1,500,000.00
10	39097210	9607	NEWES	BOC	F-4.4			Cont from Comm Investment Fund		1,500,000.00		
11	10060000	6901		BOC	F-4.4			Architects				1,500,000.00
12	10090000	9708		BOC	F-4.4			Fund Balance Appropriated		1,500,000.00		
13	100	5704		BOC	F-4.4			Cont to Capital Project Fund				3,000,000.00 1
14	390	5704		BOC	F-4.4			Appropriations				4,535,000.00 1
								Appropriations				



## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110136	BUA	05/07/2024	05/07/2024	F-4.4	snpolitis	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
15	100	5703		BOC	F-4.4					3,000,000.00		1
16	390	5703		BOC	F-4.4					4,535,000.00		1
17	390	5704		BOC	F-4.4						3,000,000.00	1
18	390	5703		BOC	F-4.4					3,000,000.00		1
										Estimated Revenues		
										Appropriations		
										Estimated Revenues		
										** JOURNAL TOTAL		
										10,535,000.00	10,535,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110137	BUA	05/07/2024	05/07/2024	F-4.13	snpolitis	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	60091919	9863		BOC	F-4.13						26,000.00	
2	60091919	9641		BOC	F-4.13						6,005.00	
3	60091919	9704		BOC	F-4.13					32,005.00		
4	00162110	6931		BOC	F-4.13						32,005.00	
5	00192110	9863		BOC	F-4.13					32,005.00		
6	001	5704		BOC	F-4.13						32,005.00	1
7	001	5703		BOC	F-4.13					32,005.00		1
										insurance funds for vehic		
										Motor Vehicles		
										insurance funds for vehic		
										Insurance Claims		
										insurance funds for vehic		
										Contribution to General Fund		
										insurance funds for vehic		
										Con from Internal Service Fund		
										insurance funds for vehic		
										Motor Vehicles		
										Appropriations		
										Estimated Revenues		
										** JOURNAL TOTAL		
										32,005.00	32,005.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110157	BUA	05/07/2024	05/07/2024	IMARC	blconrad	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												

# CABARRUS COUNTY - PROD

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110157	BUA	05/07/2024	05/07/2024	iMARC	blconrad	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00192145	9331		2145	iMARC		T	to purchase iMARC Engraver		3,650.00		
2	00192145	9301		2145	iMARC		T	Minor Office Equipment & Furn				2,500.00
3	00192145	9605		2145	iMARC		T	Office Supplies				1,150.00
								to purchase iMARC Engraver Consultants				
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110447	BUA	05/14/2024	05/14/2024	JCPC	jjshuping	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00162910	6267		JCPC	JCPC		T	JCPC BUDGET REVISIONS FY24				2,634.00
								Teen Court				
2	00192910	9344		JCPC	JCPC		T	JCPC BUDGET REVISIONS FY24		2,634.00		
								Teen Court				
3	00162910	6277		JCPC	JCPC		T	JCPC BUDGET REVISIONS FY24				933.00
								Kids at work				
4	00192910	974911		JCPC	JCPC		T	JCPC BUDGET REVISIONS FY24		933.00		
								Kids at work				
5	00162910	6243		JCPC	JCPC		T	JCPC BUDGET REVISIONS FY24		4,500.00		
								Sex Offender Specific Evaluati				
6	00192910	974904		JCPC	JCPC		T	JCPC BUDGET REVISIONS FY24				4,500.00
								Sex Offender Specific Evaluati				
7	00162910	6288		JCPC	JCPC		T	JCPC BUDGET REVISIONS FY24				933.00
								YDI Afterschool Academy				
8	00192910	974913		JCPC	JCPC		T	JCPC BUDGET REVISIONS FY24		933.00		
								YDI Afterschool Academy				
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110552	BUA	05/17/2024	05/17/2024	Receipts	kpgrant	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												

# CABARRUS COUNTY - PROD

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110552	BUA	05/17/2024	05/17/2024	Receipts	kpgrant	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	27094610	9501		4610		Receipts						1,000.00
						Buildings & Grounds Maintenanc						
2	27094610	9301		4610		Receipts				1,000.00		
						Office Supplies						
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110687	BUA	05/21/2024	05/21/2024	F-3	snpolitis	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00161910	6445		BOC	F-3		MHH for monarch start up f					1,530,534.51
							Medicaid Hold Harmless					
2	00195695	9445		BOC	F-3		MHH for monarch start up f			1,530,534.51		
							Purchased Services					
3	001	5704		BOC	F-3		Appropriations					1,530,534.51 1
4	001	5703		BOC	F-3		Estimated Revenues			1,530,534.51		1
** JOURNAL TOTAL										1,530,534.51	1,530,534.51	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110688	BUA	05/21/2024	05/21/2024	F-10	snpolitis	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	43062710	6011		BOC	F-10		addtl tax turnover fire di					350,000.00
							Property Tax Current Year Coll					
2	43092710	9773		BOC	F-10		addtl tax turnover fire di			20,000.00		
							Rimer Volunteer Fire Departmen					
3	43092710	9774		BOC	F-10		addtl tax turnover fire di			12,000.00		
							Mt Mitchell Fire District					
4	43092710	9775		BOC	F-10		addtl tax turnover fire di			2,500.00		
							Gold Hill volunteer Fire Dept					
5	43092710	9776		BOC	F-10		addtl tax turnover fire di			30,000.00		
							Mt Pleasant Volunteer Fire Dep					

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110688	BUA	05/21/2024	05/21/2024	F-10	snpolit	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
6	43092710	9777		BOC	F-10		addtl tax turnover fire di			12,000.00		
7	43092710	9778		BOC	F-10		Kannapolis Rural (winecoff)			17,000.00		
8	43092710	9780		BOC	F-10		Georgeville Fire District			30,000.00		
9	43092710	9781		BOC	F-10		Odell Volunteer Fire Departmen			2,500.00		
10	43092710	9783		BOC	F-10		Richfield Volunteer Fire Dept			30,000.00		
11	43092710	9784		BOC	F-10		Jackson Park Fire District			12,000.00		
12	43092710	9785		BOC	F-10		Cold Water Fire District			20,000.00		
13	43092710	9786		BOC	F-10		Allen Volunteer Fire Departmen			70,000.00		
14	43092710	9788		BOC	F-10		Midland Fire District			17,000.00		
15	43092710	9798		BOC	F-10		Northeast Volunteer Fire Dept			75,000.00		
16	430	5704		BOC	F-10		Harrisburg Volunteer Fire Dept				350,000.00	1
17	430	5703		BOC	F-10		Appropriations					
							Estimated Revenues			350,000.00		1
** JOURNAL TOTAL										350,000.00	350,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110690	BUA	05/21/2024	05/21/2024	F-12	snpolit	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	32067210	6444	0617	BOC	F-12		lottery proceeds - RowanCo				152,700.00	
2	32097210	9702	0617	BOC	F-12		Lottery Proceeds			152,700.00		
3	320	5704		BOC	F-12		Kannapolis City Schools				152,700.00	1
4	320	5703		BOC	F-12		Appropriations			152,700.00		1
							Estimated Revenues					
** JOURNAL TOTAL										152,700.00	152,700.00	

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	11	110691	BUA	05/21/2024	05/21/2024	F-14	snpolitis	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	00163250	6622		BOC	F-14		HHI and duke rebate alloca					60.00	
2	00193250	9493	HHIMA	BOC	F-14		Home Improvement Program Fees						
3	46063250	6841	DE	BOC	F-14		HHI and duke rebate alloca				60.00		
							Operations						
4	46093250	9315	DE	BOC	F-14		HHI and duke rebate alloca					12,397.97	
							Duke Power Rebate						
5	001	5704		BOC	F-14		HHI and duke rebate alloca				12,397.97		
							Health and Safety - Duke DOE						
6	460	5704		BOC	F-14		Appropriations					60.00	1
							Appropriations						
7	001	5703		BOC	F-14		Estimated Revenues						1
8	460	5703		BOC	F-14		Estimated Revenues				12,397.97		1

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	11	110692	BUA	05/21/2024	05/21/2024	F-11	snpolitis	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	60061919	6804		BOC	F-11		FLP insurance proceeds					1,221,598.00	
2	60091919	9708		BOC	F-11		Insurance Funds				1,221,598.00		
3	38068140	6931	BARN	BOC	F-11		Cont to Capital Project Fund						
4	38098140	9704	BARN	BOC	F-11		FLP insurance proceeds					1,221,598.00	
							Con from Internal Service Fund						
5	600	5704		BOC	F-11		FLP insurance proceeds				1,221,598.00		
							Contribution to GF / CIF						
6	380	5703		BOC	F-11		Appropriations						
7	600	5703		BOC	F-11						1,221,598.00		1
8	380	5707		BOC	F-11		Estimated Revenues				1,221,598.00		1
							Estimated Revenues						
							Budgetary FB - Unreserved					1,221,598.00	1

# CABARRUS COUNTY - PROD

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110692	BUA	05/21/2024	05/21/2024	F-11	snpolitis	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
9	380	5704		BOC	F-11						1,221,598.00	1
10	380	5707		BOC	F-11		Appropriations			1,221,598.00		1
							Budgetary FB - Unreserved					
** JOURNAL TOTAL										3,664,794.00	3,664,794.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110695	BUA	05/21/2024	05/21/2024	F-18	snpolitis	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00162115	6605		BOC	F-18		vehicles - Harrisburg Sher				592,900.00	
2	00192115	9863		BOC	F-18		Deputy Reimbursement vehicles - Harrisburg Sher			420,000.00		
3	00192115	9863		BOC	F-18		Motor Vehicles vehicles - Harrisburg Sher			70,000.00		
4	00192115	9863		BOC	F-18		Motor Vehicles vehicles - Harrisburg Sher			42,000.00		
5	00192115	9331		BOC	F-18		Motor Vehicles vehicles - Harrisburg Sher			50,400.00		
6	00192115	9342		BOC	F-18		Minor Office Equipment & Furn vehicles - Harrisburg Sher			3,500.00		
7	00192115	9316		BOC	F-18		Minor Technology Equipment vehicles - Harrisburg Sher			7,000.00		
8	001	5704		BOC	F-18		Supplies				592,900.00	1
9	001	5703		BOC	F-18		Appropriations			592,900.00		1
							Estimated Revenues					
** JOURNAL TOTAL										592,900.00	592,900.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110704	BUA	05/21/2024	05/21/2024	F-15	snpolitis	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110704	BUA	05/21/2024	05/21/2024	F-15	snpolitis	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	39067240	6902	DM23	BOC	F-15					815,500.00		
2	39097240	9501	DM23	BOC	F-15							815,500.00
3	39067240	6902	SCAC	BOC	F-15							815,500.00
4	39097240	9821	SCAC	BOC	F-15					815,500.00		
5	390	5703		BOC	F-15							815,500.00 1
6	390	5707		BOC	F-15					815,500.00		1
7	390	5703		BOC	F-15					815,500.00		1
8	390	5707		BOC	F-15							815,500.00 1
					</							

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110755	BUA	05/22/2024	05/22/2024	Incineratoblconrad		1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00192145	9860		2145	Incinerato		T	A/S: to replace incinerat Equipment & Furniture			14,350.00	
2	00192145	9331		2145	Incinerato		T	A/S: to replace incinerat Minor Office Equipment & Furn				20.00
3	00192145	9340		2145	Incinerato		T	A/S: to replace incinerat Uniforms				480.00
4	00192145	9366	MED	2145	Incinerato		T	A/S: to replace incinerat Shelter Supplies-Medical				3,546.00
5	00192145	9605		2145	Incinerato		T	A/S: to replace incinerat Consultants				6,158.00
6	00192145	9630		2145	Incinerato		T	A/S: to replace incinerat Dues & Subscriptions				196.00
7	00192145	9653		2145	Incinerato		T	A/S: to replace incinerat Medical consultants				3,500.00
8	00192145	9346		2145	Incinerato		T	A/S: to replace incinerat Fuel				350.00

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	11	110755	BUA	05/22/2024	05/22/2024	Incineratoblconrad		1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
9	00192145	9520		2145		Incinerato	T	A/S: to replace incinerat Autos & Trucks Maintenance				100.00	
** JOURNAL TOTAL											0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	11	110764	BUA	05/22/2024	05/22/2024	Travel	blconrad	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	00192110	9610		2110		Travel	T	Sheriff's Travel				25,000.00	
2	00192110	9331		2110		Travel	T	Travel Sheriff's Travel					4,500.00
3	00192110	9560		2110		Travel	T	Minor Office Equipment & Furn Sheriff's Travel				13,500.00	
4	00192110	9653		2110		Travel	T	Minor Equipment Maintenance Sheriff's Travel				7,000.00	
** JOURNAL TOTAL											0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	11	110778	BUA	05/22/2024	05/22/2024	K-9 Squad	blconrad	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													
1	00192110	9317		2110		K-9 Squad	T	to cover current K-9 Invoi				4,000.00	
2	00192110	9316		2110		K-9 Squad	T	K-9 Squad to cover current K-9 Invoi Supplies					4,000.00
** JOURNAL TOTAL											0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	11	110786	BUA	05/23/2024	05/23/2024	TRAILERS	jaburnett	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION				DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION													



## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110786	BUA	05/23/2024	05/23/2024	TRAILERS	jaburnett	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00192710	9445		2710		TRAILERS						1,500.00
							Purchased Services					
2	00192710	9330		2710		TRAILERS				1,500.00		
							Tools & Minor Equipment					
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110819	BUA	05/23/2024	05/23/2024	Tire Recyc	kggrant	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	27094610	9445	MULCH	4610		Tire Recyc						46,000.00
							Purchased Services					
2	27094610	9354		4610		Tire Recyc				46,000.00		
							Tire Disposal Expense					
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110849	BUA	05/23/2024	05/23/2024	FURNITURE	jaburnett	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00192715	9630		2715		FURNITURE						620.00
							Dues & Subscriptions					
2	00192715	9331		2715		FURNITURE				620.00		
							Minor Office Equipment & Furn					
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110854	BUA	05/23/2024	04/04/2024	tags	ddgustafson	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110854	BUA	05/23/2024	04/04/2024	tags	ddgustafson	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00192710	9610		2710	tags		Travel					1,200.00
2	00192710	9560		2710	tags		Minor Equipment Maintenance		1,200.00			
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110855	BUA	05/23/2024	05/23/2024	RESP EQUIP	jaburnett	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00192715	9520		2715	RESP EQUIP		Autos & Trucks Maintenance					2,200.00
2	00192715	9330		2715	RESP EQUIP		Tools & Minor Equipment		2,200.00			
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110859	BUA	05/23/2024	05/23/2024	PPE	jaburnett	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00192715	9610		2715	PPE		Travel and Education					2,000.00
2	00192715	9330		2715	PPE		Tools & Minor Equipment		2,000.00			
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110882	BUA	05/24/2024	05/24/2024	Uniforms	blconrad	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110882	BUA	05/24/2024	05/24/2024	Uniforms	blconrad	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00192110	9340		2110	Uniforms		T	Year End Uniform Order		30,000.00		
2	00192110	9316		2110	Uniforms		T	Year End Uniform Order Supplies			30,000.00	
** JOURNAL TOTAL										0.00		0.00
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110950	BUA	05/24/2024	05/24/2024	overtime	kpgrant	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	27094610	9414		4610	overtime			Waste Disposal Charges				5,000.00
2	27094610	9113		4610	overtime			Overtime		5,000.00		
** JOURNAL TOTAL										0.00		0.00
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	110953	BUA	05/24/2024	05/24/2024	overtime	kpgrant	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	27094620	9414		4620	overtime			waste Disposal Charges				2,500.00
2	27094620	9113		4620	overtime			Overtime		2,500.00		
** JOURNAL TOTAL										0.00		0.00
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	111018	BUA	05/28/2024	05/28/2024	Blazer	mnxiong	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	111018	BUA	05/28/2024	05/28/2024	Blazer	mnxiong	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00195640	9609		5640	5640		To Purchase Svcs				1,000.00	
2	00195640	9445		5640	5640		Legal Fees			1,000.00		
							From Legal Fees					
							Purchased Services					
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	111033	BUA	05/29/2024	05/29/2024	SUPPLIES	tmclair	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00191955	9520		1955		SUPPLIES		MOVE TO SUPPLIES				2,000.00
2	00191955	9316		1955		SUPPLIES		Autos & Trucks Maintenance				
								MOVE FROM AUTO MAINT			2,000.00	
								Supplies				
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	111120	BUA	05/30/2024	05/30/2024	Year end	trligon	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00192730	9752		2630		Year end		First Responder				4,550.00
2	00192730	9412		2630		Year end		Power			4,000.00	
3	00192730	9394		2630		Year end		Janitorial supplies			550.00	
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	111138	BUA	05/30/2024	05/30/2024	Painting	ypineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	111138	BUA	05/30/2024	05/30/2024	Painting	ypineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00191210	9445		1210	Painting		Timeline Painting			5,000.00		
2	00191910	9109		1210	Painting		Purchased Services					5,000.00
							Timeline Painting					
							Salary Adjustments					
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	111139	BUA	05/30/2024	05/30/2024	Fuel	kpgrant	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	27094610	9540		4610	Fuel							15,000.00
2	27094610	9346		4610	Fuel		Heavy Equipment Maintenance			15,000.00		
							Fuel					
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	111155	BUA	05/31/2024	05/31/2024	Uniform	ypineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	00191225	9340		1225	Uniform		Uniforms			20.00		
2	00191225	9610		1225	Uniform		Uniforms					20.00
							Uniforms					
							Travel					
** JOURNAL TOTAL										0.00	0.00	
YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	111160	BUA	05/31/2024	05/31/2024	EA TO DV	mnxiong	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												

## JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	111160	BUA	05/31/2024	05/31/2024	EA TO DV	mnxiong	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT		CREDIT OB
ACCOUNT DESCRIPTION												
1	00195615	9461	232-1	5615	5615		TO DV					3,000.00
2	00195615	9464		5615	5615		AFDC Emergency Assistance					
							TO DV			3,000.00		
							TANF Domestic Violence					
** JOURNAL TOTAL										0.00	0.00	
** GRAND TOTAL										18,501,391.48	18,501,391.48	

32 Journals printed

\*\* END OF REPORT - Generated by Yesenia Pineda \*\*

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Reports

### **SUBJECT:**

Budget - Monthly Financial Update

### **BRIEF SUMMARY:**

The County Manager requested monthly reports displaying relevant information regarding the year-to-date budget.

### **REQUESTED ACTION:**

For informational purposes. No action required.

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

### **SUBMITTED BY:**

Rosh Khatri, Budget Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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### **ATTACHMENTS:**

▢ Report

**Cabarrus County, North Carolina**  
**General Fund**  
**Statement of Revenues and Expenditures - Budget and Actual**  
**As of May 31, 2024\***

\*this report was pulled prior to month end close

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with	% Collected
	Original	Final			Final Budget	or Used
REVENUES						
Ad Valorem Taxes & Interest	(236,516,760)	(236,516,760)	(235,379,182)	\$ -	\$ 1,137,578	99.5%
Other Taxes	(47,896,330)	(47,896,330)	(38,212,287)	-	9,684,043	79.8%
Intergovernmental Revenues	(28,897,940)	(41,465,009)	(36,908,168)	-	4,556,841	89.0%
Permits and Fees	(8,326,455)	(8,326,455)	(9,519,969)	-	(1,193,514)	114.3%
Sales and Services	(15,638,414)	(16,631,831)	(15,254,937)	-	1,376,893	91.7%
Investment Earnings	(2,000,000)	(2,000,000)	(8,483,764)	-	(6,483,764)	424.2%
Miscellaneous/Other Finance Sources	(507,855)	(48,110,555)	(499,690)	-	47,610,865	1.0%
TOTAL REVENUES	(339,783,753)	(400,946,940)	(344,257,997)	\$ -	\$ 56,688,943	85.9%
EXPENDITURES						
GENERAL GOVERNMENT						
Board of Commissioners	\$ 643,946	\$ 591,764	\$ 494,943	\$ -	96,821	83.6%
Legal	757,566	838,674	658,009	29,795-	150,870	82.0%
County Manager	1,337,688	1,533,937	1,061,140	57,003	415,793	72.9%
Budget	346,789	346,929	313,254	-	33,675	90.3%
Strategy	263,104	270,974	308,241	-	(37,267)	113.8%
Internal Audit	134,766	134,766	28,019	-	106,747	20.8%
Procurement	237,838	237,838	196,757	-	41,081	82.7%
Communications	863,605	864,180	713,196	5,000	145,984	83.1%
Safety & Risk	241,906	259,413	190,145	3,978	65,291	74.8%
Human Resources	1,499,675	1,557,212	1,336,370	-	220,842	85.8%
Tax Collector	1,352,659	1,352,659	1,171,442	-	181,217	86.6%
Tax Administration	3,057,055	3,059,090	2,784,801	-	274,289	91.0%
Board of Elections	1,897,608	1,973,262	1,086,004	129,123	758,135	61.6%
Register of Deeds	771,914	776,674	757,213	-	19,461	97.5%
Finance	1,670,520	1,681,770	1,498,413	14,170	169,187	89.9%
Information Technology	8,809,560	11,240,869	7,356,780	816,736	3,067,353	72.7%
Non-departmental*	5,639,705	6,892,352	3,174,215	561,500	3,156,637	54.2%
Infrastructure & Asset Management						
Facility Design & Construction	293,965	295,259	227,322	-	67,937	77.0%
Grounds Maintenance	2,274,605	2,306,013	1,468,816	469,835	367,361	84.1%
Administration	2,767,819	2,770,664	2,070,001	2,904	697,759	74.8%
Sign Maintenance	221,207	221,343	176,266	4,918	40,159	81.9%
Building Maintenance	3,349,465	3,594,175	2,156,210	542,234	895,731	75.1%
Facility Services	2,874,876	2,931,760	2,456,586	127,603	347,570	88.1%
Fleet Maintenance	1,277,051	1,907,250	1,948,884	1,220	(42,854)	102.2%
Contribution to Other Funds	47,930,078	82,309,968	82,277,968	-	32,000	100.0%
Total General Government	\$ 90,514,973	\$ 129,948,796	\$ 115,910,996	\$ 2,766,019	\$ 11,271,780	91.3%
PUBLIC SAFETY						
Sheriff						
Administration & Operations	\$ 24,231,092	\$ 30,582,805	20,777,423	2,664,749	\$ 7,140,633	76.7%
Harrisburg Division	2,865,250	3,456,874	2,197,749	93,460	1,165,665	66.3%
Midland Division	331,552	331,552	320,114	-	11,438	96.6%
Mt. Pleasant Division	349,330	349,830	370,516	-	(20,686)	105.9%
School Resource Officers	2,571,815	2,571,699	2,121,720	-	449,978	82.5%
Detention Center	16,068,057	16,678,279	12,813,558	434,511	3,430,211	79.4%
Animal Control	1,170,363	1,290,350	1,099,508	-	190,842	85.2%
Animal Shelter	812,789	841,375	650,279	19,412	171,685	79.6%
Courts Maintenance	1,407,086	1,502,709	643,598	199,025	660,086	56.1%
Construction Standards	5,202,075	5,271,050	4,213,695	21,447	1,035,908	80.3%
Emergency Management	401,226	542,288	372,894	9,124	160,270	70.4%
Fire Services	1,922,300	1,924,024	1,557,531	59,421	307,072	84.0%
Fire Districts	1,661,330	1,661,330	1,396,054	-	265,276	84.0%
Emergency Medical Services	15,502,202	16,536,477	13,317,109	1,004,302	2,215,065	86.6%
Emergency Telephone	-	482,577	68,476	153,542	260,559	46.0%
Other Public Safety*	1,441,214	1,444,479	1,256,981	225,225	(37,726)	102.6%
Total Public Safety	\$ 75,937,680	\$ 85,467,698	\$ 63,177,203	\$ 4,884,218	\$ 17,406,277	79.6%

\* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets



**Cabarrus County, North Carolina**  
**General Fund**  
**Statement of Revenues and Expenditures - Budget and Actual**  
**As of May 31, 2024\***

\*this report was pulled prior to month end close

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with	% Collected
	Original	Final			Final Budget	or Used
<b>ECONOMIC &amp; PHYSICAL DEVELOPMENT</b>						
Planning & Development						
Planning	757,375	776,602	\$ 510,849	\$ -	\$ 265,752	65.8%
Community Development	768,670	1,182,051	883,713	-	298,338	74.8%
Soil & Water Conservation	373,664	383,255	334,747	-	48,508	87.3%
Zoning Administration	286,379	286,485	262,621	-	23,864	91.7%
Economic Development Corporation	948,297	948,297	815,518	-	132,778	86.0%
Economic Development Incentives	1,700,000	1,596,082	135,561	-	1,460,521	8.5%
Other Economic & Physical Development*	1,524,113	6,628,031	6,591,712	72,000	(35,681)	100.5%
<b>Total Economic &amp; Physical Development</b>	<b>\$ 6,358,498</b>	<b>\$ 11,800,803</b>	<b>\$ 9,534,721</b>	<b>\$ 72,000</b>	<b>\$ 2,194,081</b>	<b>81.4%</b>
<b>HUMAN SERVICES</b>						
Veterans Services	\$ 455,992	\$ 455,856	\$ 394,923	\$ -	\$ 60,933	86.6%
Cooperative Extension	471,822	527,254	\$ 385,302	-	141,952	73.1%
Human Services						
Administration	7,355,879	7,395,011	6,298,534	131,791	964,686	87.0%
Economic Family Support Services	3,205,610	4,846,607	3,300,709	-	1,545,899	68.1%
Transportation	3,272,559	4,133,953	2,581,312	341,364	1,211,277	70.7%
Child Welfare	12,283,811	13,250,230	10,242,762	139,989	2,867,479	78.4%
Child Support Services	2,216,543	2,215,787	1,984,021	1,105	230,662	89.6%
Economic Services	10,767,221	9,245,571	7,407,172	-	1,838,398	80.1%
Adult and Family Services	2,813,574	2,958,144	2,477,079	5,789	475,275	83.9%
Nutrition	944,322	976,458	615,113	110,036	251,309	74.3%
Behavioral Health Division	288,143	1,821,677	226,615	275	1,594,788	12.5%
Senior Services	818,077	877,397	712,461	90,821	74,115	91.6%
Cabarrus Health Alliance	10,994,141	10,994,141	9,816,187	1,170,778	7,177	99.9%
Other Human Services*	1,045,511	2,749,612	2,257,313	910,791	(418,492)	115.2%
<b>Total Human Services</b>	<b>\$ 56,933,205</b>	<b>\$ 62,447,698</b>	<b>\$ 48,699,503</b>	<b>\$ 2,902,739</b>	<b>\$ 10,845,456</b>	<b>82.6%</b>
<b>EDUCATION</b>						
Cabarrus County Schools Operating	\$ 87,448,737	\$ 88,128,759	\$ 80,728,025	\$ -	\$ 7,400,734	91.6%
Kannapolis City Schools Operating	10,049,690	10,049,690	9,258,285	-	791,405	92.1%
RCCC Operating	4,316,397	4,316,397	3,956,700	-	359,697	91.7%
Cabarrus County Schools Capital	36,324	36,324	24,620	-	11,704	67.8%
Kannapolis City Schools Capital	8,832	8,832	6,023	-	2,809	68.2%
RCCC Capital	-	-	-	-	-	-
Other Education*	134,405	134,405	123,207	7,031	4,167	96.9%
<b>Total Education</b>	<b>\$ 101,994,385</b>	<b>\$ 102,674,407</b>	<b>\$ 94,096,860</b>	<b>\$ 7,031</b>	<b>\$ 8,570,516</b>	<b>91.7%</b>
<b>CULTURE &amp; RECREATION</b>						
Active Living & Parks						
Parks	\$ 2,199,055	\$ 2,510,201	\$ 1,922,574	\$ 265,747	\$ 321,880	87.2%
Senior Centers	878,442	928,622	762,595	16,836	149,191	83.9%
Library System	4,941,516	5,142,715	4,236,293	93,283	813,139	84.2%
Other Cultural & Recreation*	26,000	26,000	26,000	103,500	(103,500)	498.1%
<b>Total Culture &amp; Recreation</b>	<b>\$ 8,045,013</b>	<b>\$ 8,607,538</b>	<b>\$ 6,947,462</b>	<b>\$ 479,367</b>	<b>\$ 1,180,710</b>	<b>86.3%</b>
<b>DEBT SERVICE</b>						
Schools	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	-	-	-	-	-	-
<b>Total Debt Service</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 339,783,753</b>	<b>\$ 400,946,940</b>	<b>\$ 338,366,746</b>	<b>\$ 11,111,374</b>	<b>\$ 51,468,820</b>	<b>87.2%</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,891,251</b>	<b>\$ (11,111,374)</b>	<b>\$ (5,220,123)</b>	

\* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

**Cabarrus County, North Carolina**  
**Community Investment Fund**  
**Statement of Revenues and Expenditures - Budget and Actual**  
**As of May 31, 2024\***

\*this report was pulled prior to month end close

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with Final Budget	% Collected or Used
	Original	Final				
<b>REVENUES</b>						
Other Taxes	\$ (27,930,000)	\$ (27,930,000)	\$ (22,497,212)	\$ -	\$ 5,432,788	80.5%
Intergovernmental Revenues	(404,000)	(404,000)	(383,689)	-	20,311	95.0%
Investment Earnings	-	-	(1,856,875)	-	(1,856,875)	100.0%
Other Finance Sources	(46,405,961)	(98,710,584)	(83,022,376)	-	15,688,208	84.1%
<b>TOTAL REVENUES</b>	<b>\$ (74,739,961)</b>	<b>\$ (127,044,584)</b>	<b>\$ (107,760,152)</b>	<b>\$ -</b>	<b>\$ 19,284,432</b>	<b>84.8%</b>
<b>EXPENDITURES</b>						
Operations	\$ 69,163,094	\$ 85,557,926	\$ 79,284,497	\$ 3,600	\$ 6,269,829	92.7%
Capital Outlay	5,576,867	41,486,658	-	-	41,486,658	0.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 74,739,961</b>	<b>\$ 127,044,584</b>	<b>\$ 79,284,497</b>	<b>\$ 3,600</b>	<b>\$ 47,756,487</b>	<b>62.4%</b>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,475,655</b>	<b>\$ (3,600)</b>	<b>\$ (28,472,055)</b>	

\* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

**Cabarrus County, North Carolina**  
**Other Funds**  
**Statement of Revenues and Expenditures - Budget and Actual**  
**As of May 31, 2024\***

\*this report was pulled prior to month end close

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with	% Collected
	Original	Final			Final Budget	or Used
Arena and Events Center						
REVENUES						
Arena Other Finance Source Revenues	\$ (1,427,390)	\$ (1,761,494)	\$ (1,200,341)	\$ -	\$ 561,153	68.1%
Fair Sales and Services	(749,831)	(749,831)	(544,043)	-	205,788	72.6%
Fair Investment Earnings	(15,000)	(15,000)	(125,381)	-	(110,381)	835.9%
Fair Miscellaneous Revenue	(5,000)	(5,000)	(4,213)	-	788	84.3%
Total Arena and Events Center Fund	\$ (2,197,221)	\$ (2,531,325)	\$ (1,873,977)	\$ -	\$ 657,348	74.0%
EXPENDITURES						
Arena and Events Center	\$ 1,276,217	\$ 1,610,321	\$ 752,462	\$ 235,553	\$ 622,306	61.4%
County Fair	921,004	921,004	768,091	18,310	134,603	85.4%
Total Arena and Events Center Fund	\$ 2,197,221	\$ 2,531,325	\$ 1,520,553	\$ 253,863	\$ 756,909	70.1%
Landfill Fund						
REVENUES						
Intergovernmental Revenues	\$ (57,000)	\$ (57,000)	\$ (48,059)	\$ -	\$ 8,941	84.3%
Permits and Fees	(150,000)	(150,000)	(152,935)	-	(2,935)	102.0%
Sales and Services	(1,259,000)	(1,259,000)	(1,466,594)	-	(207,594)	116.5%
Investment Earnings	-	-	(221,262)	-	(221,262)	100.0%
Other Financing Sources	(618,400)	(1,714,131)	(1,553,400)	-	160,731	90.6%
Total Landfill Fund	\$ (2,084,400)	\$ (3,180,131)	\$ (3,442,250)	\$ -	\$ (262,119)	108.2%
EXPENDITURES						
Landfill Operations	\$ 2,084,400	\$ 3,180,131	\$ 2,563,204	\$ 186,083	\$ 430,844	86.5%
Total Landfill Fund	\$ 2,084,400	\$ 3,180,131	\$ 2,563,204	\$ 186,083	\$ 430,844	86.5%
911 Emergency Telephone Fund						
REVENUES						
Intergovernmental Revenues	\$ (346,955)	\$ (346,955)	\$ (289,130)	\$ -	\$ 57,825	83.3%
Investment Earnings	(5,000)	(5,000)	(52,726)	-	(47,726)	1054.5%
Other Finance Sources	(64,683)	(2,065,367)	(20,099)	-	2,045,268	0.0%
Total 911 Emergency Telephone Fund	\$ (416,638)	\$ (2,417,322)	\$ (341,856)	\$ -	\$ 2,055,367	14.1%
EXPENDITURES						
Operations	\$ 331,638	\$ 370,147	\$ 189,558	\$ -	\$ 180,589	51.2%
Debt Service	-	-	-	-	-	0.0%
Capital Outlay	85,000	2,047,175	996,683	1,050,492.10	-	0.0%
Total 911 Emergency Telephone Fund	\$ 416,638	\$ 2,417,322	\$ 1,186,241	\$ 1,050,492	\$ 180,589	92.5%
Self-Insured Funds						
REVENUES						
Sales and Services	\$ (20,871,092)	\$ (20,871,092)	\$ (16,563,618)	\$ -	\$ 4,307,474	79.4%
Investment Earnings	(25,000)	(25,000)	(361,308)	-	(336,308)	1445.2%
Miscellaneous	(970,785)	(2,192,383)	(1,962,677)	-	229,706	89.5%
Other Finance Sources	(753,040)	(839,244)	(230,000)	-	609,244	0.0%
Total Self-Insured Funds	\$ (22,619,917)	\$ (23,927,719)	\$ (19,117,604)	\$ -	\$ 4,810,114	79.9%
EXPENDITURES						
Workers Compensation Insurance	\$ 1,971,537	\$ 1,971,537	\$ 511,227	\$ -	\$ 1,460,310	25.9%
Liability Insurance	2,059,040	3,280,638	2,933,545	-	347,093	89.4%
Dental Insurance	710,000	710,000	635,659	-	74,341	89.5%
Hospitalization Insurance	17,879,340	17,965,544	14,430,359	571,205	2,963,980	83.5%
Total Self-Insured Funds	\$ 22,619,917	\$ 23,927,719	\$ 18,510,791	\$ 571,205	\$ 4,845,723	79.7%

**Cabarrus County, North Carolina**  
**Other Funds**  
**Statement of Revenues and Expenditures - Budget and Actual**  
**As of May 31, 2024\***

\*this report was pulled prior to month end close

	Budgeted Amounts		Actual Amounts	Encumbrances*	Variance with	% Collected
	Original	Final			Final Budget	or Used
Fire Districts Fund						
REVENUES						
Ad Valorem Taxes	\$ (7,099,003)	\$ (7,449,003)	\$ (7,040,146)	\$ -	\$ 408,857	94.5%
Total Fire Districts Fund	\$ (7,099,003)	\$ (7,449,003)	\$ (7,040,146)	\$ -	\$ 408,857	94.5%
EXPENDITURES						
Fire Districts	\$ 7,099,003	\$ 7,449,003	\$ 7,040,146	\$ -	\$ 408,857	94.5%
Total Fire Districts Fund	\$ 7,099,003	\$ 7,449,003	\$ 7,040,146	\$ -	\$ 408,857	94.5%
Social Services Fund						
REVENUES						
Sales and Services	\$ (400,000)	\$ (400,000)	\$ -	\$ -	\$ 400,000	0.0%
Total Social Services Fund	\$ (400,000)	\$ (400,000)	\$ -	\$ -	\$ 400,000	0.0%
EXPENDITURES						
Operations	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ 400,000	0.0%
Total Social Services Fund	\$ 400,000	\$ 400,000	\$ -	\$ -	\$ 400,000	0.0%
Intergovernmental Fund						
REVENUES						
Sales and Services	\$ (2,170,000)	\$ (2,170,000)	\$ (1,908,484)	\$ -	\$ 261,516	87.9%
Total Intergovernmental Fund	\$ (2,170,000)	\$ (2,170,000)	\$ (1,908,484)	\$ -	\$ 261,516	87.9%
EXPENDITURES						
Operations	\$ 2,170,000	\$ 2,170,000	\$ 1,827,633	\$ -	\$ 342,367	84.2%
Total Intergovernmental Fund	\$ 2,170,000	\$ 2,170,000	\$ 1,827,633	\$ -	\$ 342,367	84.2%
Opioid Settlement Fund						
REVENUES						
Investment Earnings	\$ -	\$ (52,001)	\$ (118,077)	\$ -	\$ (66,076)	227.1%
Miscellaneous	\$ -	\$ (3,019,067)	\$ (3,353,702)	\$ -	\$ (334,635)	111.1%
Other Finance Sources	\$ -	\$ (1,349,937)	\$ -	\$ -	\$ 1,349,937	0.0%
Total Opioid Fund	\$ -	\$ (4,421,005)	\$ (3,471,779)	\$ -	\$ 949,226	78.5%
EXPENDITURES						
Operations	\$ -	\$ 4,421,005	\$ 338,315	\$ 181,391	\$ 3,901,299	7.7%
Total Opioid Fund	\$ -	\$ 4,421,005	\$ 338,315	\$ 181,391	\$ 3,901,299	7.7%
TOTAL REVENUES	\$ (36,987,179)	\$ (46,496,505)	\$ (37,196,097)	\$ -	\$ 9,280,309	80.0%
TOTAL EXPENDITURES	\$ 36,987,179	\$ 46,496,505	\$ 32,986,882	\$ 2,243,034	\$ 3,901,299	75.8%
Excess (deficiency) of revenues over (under) expenditures	\$ -	\$ -	\$ 4,209,215	\$ (2,243,034)	\$ 5,379,010	

\* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

---

### **AGENDA CATEGORY:**

Reports

### **SUBJECT:**

Communications and Outreach - Monthly Summary Report

### **BRIEF SUMMARY:**

The Communications and Outreach Department provides a monthly report.

### **REQUESTED ACTION:**

For informational purposes. No action required.

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

### **SUBMITTED BY:**

Jonathan Weaver, Communications and Outreach Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

---

### **ATTACHMENTS:**

▢ Report

Central Cabarrus men’s basketball: Celebrating the back-to-back state champs

Communications & Outreach teamed up with our peers at the City of Concord to recognize the talents of the young men on the Central Cabarrus men’s basketball team. We didn’t let the weather rain on their parade. Fast-thinking communication efforts moved the event indoors to keep the champs dry. We designed the invitations, handled event promotion, provided CabCo swag bags to the players, coordinated the decorations and livestreamed the event to the County’s Facebook page as Commissioners Steve Morris and Chris Measmer, along with Concord Mayor Bill Dusch and more, cheered on the team.



Gabarrus This Week

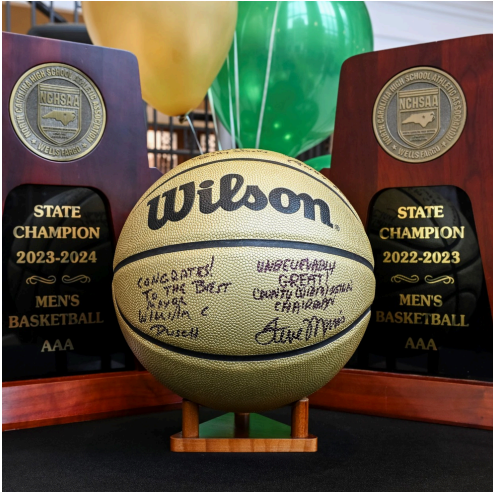
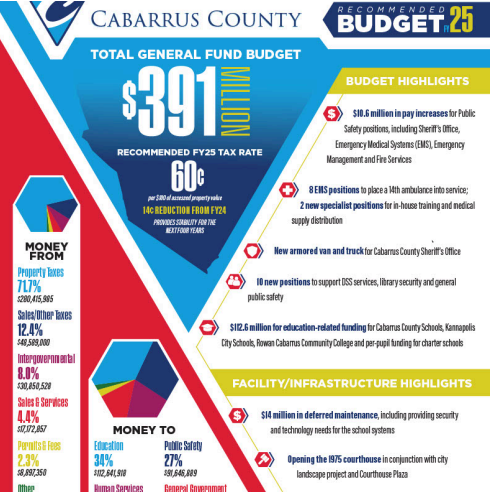
HOT TOPICS

1975 Courthouse Renovation · CabCo's Land Search Team · Cicadapocalypse  
Gem Re-opening · Summer Reading · Behavioral Health Center

Views:

11.5K

Top Social Media Stories



Proposed FY25 Budget presented to commissioners  
Reach: 7.3k  
Impressions: 7.7k

Central Cabarrus Vikings state championship celebration  
Reach: 12.2k  
Impressions: 12.5k

Milestone temporarily closed due to power outage  
Reach: 25.8k  
Impressions: 26.8k

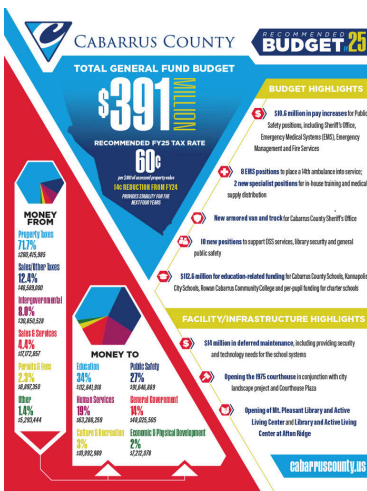


# Projects, Events & More

## Law Day 2024: Helping honor the ultimate sacrifice

In conjunction with the **Cabarrus County Sheriff's Office**, the team managed event promotions and operations, designed invitations, coordinated the sound/speaker setup, handled media relations and more. The team also livestreamed the event to the County's Facebook page so folks could remotely honor the veteran officers and local law enforcement who lost their lives in the line of duty.

*Pictured: **Broadcast and Technical Manager Jarrett Glass** manning the camera for the event's social media livestream.*

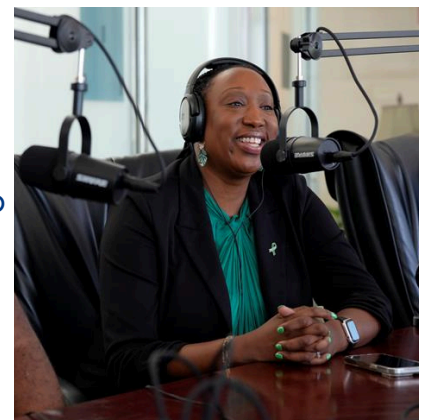


## What's in a budget? Plenty!

As the **Budget Team** worked tirelessly on the **FY25 Recommended Budget**, our team led communications efforts to disperse accurate and timely information to employees and residents. We drafted both a condensed and long budget message that provided an overview along with highlights, drafted a media release and employee message and orchestrated the design of the infographic. This image is used to visually break down the budget into bite-sized, easy-to-understand portions, and was part of the third highest social media post in May when looking at reach and impressions.

## Minds matter: Spotlighting the County's Behavioral Health efforts

The team sat down with **Behavioral Health Director Dr. Kamilah McKissick** for the latest episode of **Did Y'all Hear? A Cabarrus County Podcast** to dive into the collaborative journey that led us to this new era of behavioral healthcare. From discussions about the County's **Behavioral Health Department** to a first look at the "continuum of care" planned for the Regional Behavioral Health Center, this new episode explores how CabCo is clearing a path forward for those struggling with mental health.



## Monthly production for BOC meetings

C&O plans and coordinates the filming, livestreaming and broadcast of the monthly Board of **Commissioners Agenda** and **Regular meetings**. This involves audio preparation, camera operation, system configuration and maintenance before and during the meeting.

Media Releases/  
Appearances

6

Public Records  
Requests Processed

26

# Social Media / Newsletter Insights



Facebook



Instagram



**72.9K**  
Reach



**160**  
New followers



**82**  
Posts



**215**  
Stories



X (Twitter)



LinkedIn



**14K**  
Impressions



**89**  
New followers



**26**  
Posts



YouTube



**10.8K**  
Views



**+21**  
Subscribers



**1.1K**  
Watch time (hours)



DirectConnect & CabConnect



**13**  
Connects  
sent



**55.1%**  
Open rate



**17.38%**  
above overall industry  
average open rate



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

---

### **AGENDA CATEGORY:**

Reports

### **SUBJECT:**

County Manager - Cabarrus Arena and Events Center Financial Report

### **BRIEF SUMMARY:**

Attached is the financial report for the Cabarrus Arena and Events Center

### **REQUESTED ACTION:**

No action required. For informational purposes.

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

### **SUBMITTED BY:**

Kelly Sifford, AICP Assistant County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

---

### **ATTACHMENTS:**

▢ Report



# **Financial Statements**

**For Month Ending April 30, 2024**

**Cabarrus Arena & Events Center**  
Financial Statements  
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Cabarrus Arena & Events Center  
Income Statement  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
<b>EVENT INCOME</b>						
Direct Event Income						
Rental Income	\$ 84,568	\$ 49,100	\$ 67,890	\$ 802,847	\$ 656,143	\$ 605,931
Service Revenue	72,073	31,671	54,473	834,763	415,518	577,207
Service Expenses	(35,491)	(15,386)	(33,341)	(509,436)	(223,418)	(407,014)
Total Direct Event Income	121,150	65,385	89,022	1,128,174	848,243	776,124
Ancillary Income						
F & B Concessions	26,370	32,582	27,548	378,182	262,504	252,271
F & B Catering	4,079	10,273	1,760	110,133	64,415	74,335
Novelty Sales	0	0	0	2,000	1,250	4,000
Parking	24,569	24,680	34,673	344,227	243,199	220,108
Total Ancillary Income	55,018	67,535	63,981	834,542	571,368	550,714
Other Event Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	4,603	9,542	30,201
Facility Fees	0	0	0	5,558	16,000	20,848
Total Other Event Income	0	0	0	10,161	25,542	51,049
Total Event Income	176,168	132,920	153,003	1,972,877	1,445,153	1,377,887
<b>OTHER OPERATING INCOME</b>						
Advertising	0	1,458	0	2,150	14,580	3,500
Ticket Rebates	0	0	0	0	0	0
Other Income	3	2,125	3	16,743	21,250	45,995
Total Other Operating Income	3	3,583	3	18,893	35,830	49,495
Adjusted Gross Income	176,171	136,503	153,006	1,991,770	1,480,983	1,427,382
<b>INDIRECT EXPENSES</b>						
Salaries & Wages	74,971	75,011	70,973	720,049	750,110	673,579
Payroll Taxes & Benefits	18,633	23,856	14,869	168,171	238,560	142,607
Net Salaries and Benefits	93,604	98,867	85,842	888,220	988,670	816,186
Contracted Services	0	0	0	0	0	0
General and Administrative	27,346	16,623	25,012	201,579	166,230	172,356
			An SMG Managed Facility			

Cabarrus Arena & Events Center  
Income Statement  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Operating	11,375	4,349	4,405	55,872	50,890	36,353
Repairs & Maintenance	24,864	6,167	7,787	141,677	101,621	100,579
Operational Supplies	11,464	5,417	12,325	83,186	55,970	57,432
Insurance	9,675	8,998	11,969	103,773	93,480	131,659
Utilities	30,954	36,839	29,857	382,574	368,390	344,761
Other	0	0	0	0	0	0
SMG Management Fees	13,833	13,843	14,227	153,229	138,430	138,334
Total Indirect Expenses	223,115	191,103	191,424	2,010,110	1,963,681	1,797,660
Net Income (Loss)	\$ (46,944)	\$ (54,600)	\$ (38,418)	\$ (18,340)	\$ (482,698)	\$ (370,278)

SMG - Cabarrus Arena & Events Center  
Food & Beverage Income Statement  
For the One Month Ending April 30, 2024

	Current Month Actual	Current Month Budget	Last Year Actual	Year to Date Actual	Year to Date Budget	Last Year Actual
<b>REVENUE</b>						
Concession Revenue	\$ 54,111	\$ 65,671	\$ 69,929	\$ 719,263	\$ 528,447	\$ 542,676
Catering Revenue	10,783	16,450	8,969	227,635	118,949	167,647
<b>Total Net Revenue</b>	<b>64,894</b>	<b>82,121</b>	<b>78,898</b>	<b>946,898</b>	<b>647,396</b>	<b>710,323</b>
<b>COST OF GOODS SOLD</b>						
Concession CGS	16,068	19,350	23,130	196,366	150,578	163,157
Catering CGS	3,724	4,542	3,447	76,655	33,065	54,186
<b>Total Cost of Goods Sold</b>	<b>19,792</b>	<b>23,892</b>	<b>26,577</b>	<b>273,021</b>	<b>183,643</b>	<b>217,343</b>
<b>DIRECT COSTS</b>						
Concessions Labor	11,673	13,739	19,251	144,715	115,004	127,248
Catering Labor	2,400	1,480	3,396	36,912	20,474	35,962
Direct Concessions Costs	0	0	0	0	361	0
Direct Catering Costs	580	155	366	3,935	995	3,164
<b>Total Direct Costs</b>	<b>14,653</b>	<b>15,374</b>	<b>23,013</b>	<b>185,562</b>	<b>136,834</b>	<b>166,374</b>
<b>GROSS PROFIT</b>	<b>30,449</b>	<b>42,855</b>	<b>29,308</b>	<b>488,315</b>	<b>326,919</b>	<b>326,606</b>
<b>INDIRECT EXPENSES</b>						
Salaries Administration	9,032	9,040	8,604	91,607	90,400	85,686
General - Part-Time	1,247	542	(123)	4,298	5,420	4,789
Payroll Taxes	655	829	354	3,839	8,290	4,412
Benefits	884	2,906	880	8,540	29,060	8,474
401 (k)	296	271	(222)	3,210	2,710	2,198
Workers Compensation Ins.	475	375	623	2,535	3,750	2,929
Meals & Entertainment	0	25	114	11	250	114
Employee Training	0	21	0	0	210	0
Operating Supplies-F&B	0	0	0	25	0	37
Flower Decorations-F&B	0	63	0	415	630	0
Renewals & Replacements-F	0	250	0	0	2,500	0
Laundry & Linen-F&B	(191)	125	65	211	1,250	720
Menu Costs-F&B	0	0	0	1,200	0	0
Repair&Maintenance-F&B	109	89	92	1,000	890	734
Equipment Rental-F&B	0	0	0	0	0	98

SMG - Cabarrus Arena & Events Center  
Food & Beverage Income Statement  
For the One Month Ending April 30, 2024

	Current Month Actual	Current Month Budget	Last Year Actual	Year to Date Actual	Year to Date Budget	Last Year Actual
Miscellaneous Operating Exp	0	69	0	0	690	0
Kitchen Equipment Maint.	0	0	2,325	0	0	2,325
Uniforms	0	21	0	0	210	76
Kitchen Supplies	185	292	41	2,175	2,920	771
F&B Base Fee	3,245	2,898	3,945	47,345	28,980	35,516
Total Indirect Expense	15,937	17,816	16,698	166,411	178,160	148,879
Net Income (Loss)	\$ 14,512	\$ 25,039	\$ 12,610	\$ 321,904	\$ 148,759	\$ 177,727



SMG - Cabarrus Arena & Events Center  
Financial Statements Monthly Highlights  
For the Ten Months Ending April 30, 2024

	Current Actual	Current Budget	Variance	Prior Year Actual	Variance
Attendance	23,294	18,994	4,300	16,920	6,374
Number of Performances	0	0	0	0	0
Event Days	38	23	15	24	14
Move-In/Move-Out Days	15	12	3	10	5
Gross Ticket Sales	0	0	0	0	0
Direct Event Income	121,150	65,385	55,765	89,022	32,128
Ancillary Income	55,018	67,535	(12,517)	63,981	(8,963)
Other Event Income	0	0	0	0	0
Total Event Income	176,168	132,920	43,248	153,003	23,165
Other Operating Income	3	3,583	(3,580)	3	0
Adjusted Gross Income	176,171	136,503	39,668	153,006	23,165
Indirect Expenses	(223,115)	(191,103)	(32,012)	(191,424)	(31,691)
Net Income (Loss) From Operations	(46,944)	(54,600)	7,656	(38,418)	(8,526)



SMG - Cabarrus Arena & Events Center  
Financial Statements Year to Date Highlights  
For the Ten Months Ending April 30, 2024

	Year to Date Actual	Year to Date Budget	Variance	Prior YTD Actual	Variance
Attendance	182,070	160,428	21,642	199,747	(17,677)
Number of Performances	0	(1)	1	0	0
Event Days	285	240	45	231	54
Move-In/Move-Out Days	93	101	(8)	105	(12)
Gross Ticket Sales	209,760	196,689	13,071	281,941	(72,181)
Direct Event Income	1,128,174	848,243	279,931	776,124	352,050
Ancillary Income	834,542	571,368	263,174	550,714	283,828
Other Event Income	10,161	25,542	(15,381)	51,049	(40,888)
Total Event Income	1,972,877	1,445,153	527,724	1,377,887	594,990
Other Operating Income	18,893	35,830	(16,937)	49,495	(30,602)
Adjusted Gross Income	1,991,770	1,480,983	510,787	1,427,382	564,388
Indirect Expenses	(2,010,110)	(1,963,681)	(46,429)	(1,797,660)	(212,450)
Net Income (Loss) From Operations	(18,340)	(482,698)	464,358	(370,278)	351,938

ASSETS

Current Assets

Cash	\$ 445,259
Accounts Receivable	21,988
Prepaid Assets	0
Inventory	38,392

Total Current Assets

505,639

Fixed Assets

Total Fixed Assets

0

Other Assets

103,539

Total Other Assets

103,539

Deposits

Deposits

8

Total Assets

\$ 609,186

LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	(\$ 1,213)
Accrued Expenses	151,349
Advance Ticket Sales/Deposits	254,014

Total Current Liabilities

404,150

Long-Term Liabilities

Total Long-Term Liabilities

0

Total Liabilities

404,150

Equity

Contributions

100,000

SMG - Cabarrus Arena Events Center  
Balance Sheet  
April 30, 2024

Net Funds Received	11,221,887	
Retained Earnings	(11,098,511)	
Net Income (Loss)	<u>(18,340)</u>	
Total Equity		<u>205,036</u>
Total Liabilities & Equity		<u>\$ 609,186</u>

**ASSETS**

**Cash and Investments**

Cash - Operating	\$ 442,759
Cash - Box Office (AB)	1,000
Petty Cash - Operations	<u>1,500</u>

Total Cash and Investments

445,259

**Accounts Receivable**

A/R Other	<u>21,988</u>
-----------	---------------

Total Accounts Receivable

21,988

**Prepaid Assets**

Total Prepaid Assets

0

**Inventory**

Inventory	<u>38,392</u>
-----------	---------------

Total Inventory

38,392

**Fixed Assets**

Total Fixed Assets

0

**Depreciation**

Total Depreciation

0

**Other Assets**

Other Assets	<u>103,539</u>
--------------	----------------

Total Other Assets

103,539

**Deposits**

Deposits	<u>8</u>
----------	----------

Total Deposits

8

**LIABILITIES AND EQUITY**

**Accounts Payable**

A/P-State Sales Tax	(4,288)
---------------------	---------

A/P-Medical/Dental Withholding

900

An SMG Managed Facility

SMG - Cabarrus Arena Events Center  
Balance Sheet Supporting Schedules  
April 30, 2024

A/P-401(k) Withholding	1,765	
A/P-Event Liab. Family Shows	(2,835)	
A/P-SMG F&B	<u>3,245</u>	
Total Accounts Payable		(1,213)
<b>Accrued Expenses</b>		
Accrued Expenses	108,187	
Accrued Other	341	
Accrued Payroll	33,381	
Accrued 401(k)	7,587	
Accrued Workers Compensation	<u>1,853</u>	
Total Accrued Expenses		151,349
<b>Deferred Income</b>		
Total Deferred Income		0
<b>Advance Ticket Sales/Deposits</b>		
Advance Ticket Sales	1,624	
Advance Other	<u>252,390</u>	
Advance Ticket Sales/Deposits		254,014
<b>Other Current Liabilities</b>		
Other Current Liabilities		0
<b>Long-Term Liabilities</b>		
Total Long-Term Liabilities		0
<b>Equity</b>		
<b>Contributions</b>		
Event Contribution Fund	<u>100,000</u>	
Total Contributions		100,000
<b>Funds Received</b>		
CY Funds Received From County	150,000	
Cum. PY Funds Rec'd From Cnty.	<u>11,071,887</u>	

Total Funds Received	11,221,887
<b>Retained Earnings</b>	
Retained Earnings	<u>(11,098,511)</u>
Total Retained Earnings	(11,098,511)

SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement  
For the Ten Months Ending April 30, 2024

	Current Actual	Current Budget	Variance	Current Actual	Variance
Attendance	23,294	18,994	4,300	16,920	6,374
Number of Performances	0	0	0	0	0
Event Days	38	23	15	24	14
Move-In/Move-Out Days	15	12	3	10	5
Gross Ticket Sales	0	0	0	0	0
Direct Event Income					
Rental Income	84,568	49,100	35,468	67,890	16,678
Service Revenue	72,073	31,671	40,402	54,473	17,600
Service Expenses	(35,491)	(15,386)	(20,105)	(33,341)	(2,150)
Total Direct Event Income	121,150	65,385	55,765	89,022	32,128
Ancillary Income					
F & B Concessions	26,370	32,582	(6,212)	27,548	(1,178)
F & B Catering	4,079	10,273	(6,194)	1,760	2,319
Novelty Sales	0	0	0	0	0
Parking	24,569	24,680	(111)	34,673	(10,104)
Total Ancillary Income	55,018	67,535	(12,517)	63,981	(8,963)
Other Operating Income					
Other Event Related Income	0	0	0	0	0
Event Advertising Income	0	0	0	0	0
Facility Fees	0	0	0	0	0
Total Other Event Income	0	0	0	0	0
Total Event Income	176,168	132,920	43,248	153,003	23,165

SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Assemblies  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	3,500	0	0	3,800	0	150
Number of Performances	0	0	0	0	0	0
Event Days	1	0	0	2	0	1
Move-In/Move-Out Days	1	0	0	1	0	0
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	3,938	0	0	4,888	0	900
Service Revenue	2,891	0	0	3,516	0	450
Service Expenses	(1,043)	0	0	1,721	0	(388)
Total Direct Event Income	5,786	0	0	10,125	0	962
Ancillary Income						
F & B Concessions	0	0	0	0	0	0
F & B Catering	0	0	0	0	0	0
Novelty Sales	0	0	0	0	0	0
Parking	471	0	0	471	0	0
Total Ancillary Income	471	0	0	471	0	0
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	6,257	0	0	10,596	0	962



SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Banquets  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	175	150	230	3,066	1,227	4,173
Number of Performances	0	0	0	0	0	0
Event Days	2	2	2	16	10	24
Move-In/Move-Out Days	0	0	0	6	0	3
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	1,900	2,800	3,200	19,725	12,890	26,130
Service Revenue	4,527	1,600	8,499	110,036	6,406	137,659
Service Expenses	(3,848)	(821)	(6,722)	(96,199)	(3,779)	(122,290)
Total Direct Event Income	2,579	3,579	4,977	33,562	15,517	41,499
Ancillary Income						
F & B Concessions	98	108	0	3,934	493	1,192
F & B Catering	523	1,655	1,688	35,399	9,271	43,312
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	0	0	0
Total Ancillary Income	621	1,763	1,688	39,333	9,764	44,504
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	3,200	5,342	6,665	72,895	25,281	86,003

SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Consumer / Public Shows  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	2,633	400	1,050	52,048	56,258	45,964
Number of Performances	0	0	0	0	0	0
Event Days	10	7	3	75	75	62
Move-In/Move-Out Days	6	6	3	46	46	45
Gross Ticket Sales	0	0	0	5,825	115,908	109,338
Direct Event Income						
Rental Income	26,285	13,100	9,100	286,290	224,695	217,842
Service Revenue	18,294	2,991	3,939	219,402	154,392	146,182
Service Expenses	(6,139)	(1,093)	(1,428)	(95,138)	(81,716)	(69,339)
Total Direct Event Income	38,440	14,998	11,611	410,554	297,371	294,685
Ancillary Income						
F & B Concessions	928	247	197	43,644	41,410	39,370
F & B Catering	0	0	(2,674)	5,287	2,879	1,712
Novelty Sales	0	0	0	0	0	0
Parking	2,811	0	3,130	92,070	54,347	64,420
Total Ancillary Income	3,739	247	653	141,001	98,636	105,502
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	42,179	15,245	12,264	551,555	396,007	400,187

SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Concerts  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	0	0	0	0	142	1,633
Number of Performances	0	0	0	0	0	0
Event Days	0	0	0	0	1	2
Move-In/Move-Out Days	0	0	0	0	0	0
Gross Ticket Sales	0	0	0	0	0	68,068
Direct Event Income						
Rental Income	0	0	0	0	2,000	7,051
Service Revenue	0	0	0	0	3,317	4,758
Service Expenses	0	0	0	0	(1,152)	(31,686)
Total Direct Event Income	0	0	0	0	4,165	(19,877)
Ancillary Income						
F & B Concessions	0	0	0	0	367	10,918
F & B Catering	0	0	0	0	456	1,025
Novelty Sales	0	0	0	0	0	2,750
Parking	0	0	0	0	309	3,587
Total Ancillary Income	0	0	0	0	1,132	18,280
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	12,973
Facility Fees	0	0	0	0	0	3,908
Total Other Event Income	0	0	0	0	0	16,881
Total Event Income	0	0	0	0	5,297	15,284

SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Off-Site Caterings  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	0	0	0	0	0	0
Number of Performances	0	0	0	0	0	0
Event Days	0	0	0	0	3	0
Move-In/Move-Out Days	0	0	0	0	0	0
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	0	0	0	0	0	0
Service Revenue	0	0	730	19,380	470	5,436
Service Expenses	0	0	(730)	(19,380)	(470)	(5,885)
Total Direct Event Income	0	0	0	0	0	(449)
Ancillary Income						
F & B Concessions	0	0	0	0	0	0
F & B Catering	0	0	33	863	91	212
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	0	0	0
Total Ancillary Income	0	0	33	863	91	212
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	0	0	33	863	91	(237)

SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Entertainment  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	300	0	0	11,390	9,956	1,878
Number of Performances	0	0	0	0	(1)	0
Event Days	1	0	0	6	4	6
Move-In/Move-Out Days	0	0	0	0	0	1
Gross Ticket Sales	0	0	0	142,384	0	120
Direct Event Income						
Rental Income	2,300	0	0	21,621	28,850	8,000
Service Revenue	5,042	0	0	44,315	27,216	11,016
Service Expenses	(859)	0	0	(37,743)	(11,476)	(9,711)
Total Direct Event Income	6,483	0	0	28,193	44,590	9,305
Ancillary Income						
F & B Concessions	354	0	0	48,626	42,852	28,574
F & B Catering	0	0	0	5,187	750	1,874
Novelty Sales	0	0	0	0	750	0
Parking	0	0	0	16,581	21,344	8,222
Total Ancillary Income	354	0	0	70,394	65,696	38,670
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	9,542	0
Facility Fees	0	0	0	0	16,000	0
Total Other Event Income	0	0	0	0	25,542	0
Total Event Income	6,837	0	0	98,587	135,828	47,975

SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Family Shows  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	0	0	0	6,478	2,100	10,800
Number of Performances	0	0	0	0	0	0
Event Days	0	0	0	5	2	5
Move-In/Move-Out Days	0	0	0	1	0	1
Gross Ticket Sales	0	0	0	23,444	0	104,415
Direct Event Income						
Rental Income	0	0	0	26,250	4,650	24,800
Service Revenue	0	0	0	20,377	5,040	25,584
Service Expenses	0	0	0	(11,402)	(2,301)	(11,960)
Total Direct Event Income	0	0	0	35,225	7,389	38,424
Ancillary Income						
F & B Concessions	0	0	0	20,435	4,108	38,543
F & B Catering	0	0	0	1,500	0	943
Novelty Sales	0	0	0	2,000	500	1,250
Parking	0	0	0	19,343	3,757	22,331
Total Ancillary Income	0	0	0	43,278	8,365	63,067
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	4,603	0	17,228
Facility Fees	0	0	0	5,558	0	16,940
Total Other Event Income	0	0	0	10,161	0	34,168
Total Event Income	0	0	0	88,664	15,754	135,659



SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Meetings  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	500	0	240	4,195	2,726	2,604
Number of Performances	0	0	0	0	0	0
Event Days	6	0	5	54	64	61
Move-In/Move-Out Days	2	0	0	4	6	4
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	1,900	0	2,700	72,050	46,350	57,945
Service Revenue	5,826	0	5,130	98,034	15,284	54,412
Service Expenses	(5,114)	0	(4,531)	(75,323)	(8,670)	(42,279)
Total Direct Event Income	2,612	0	3,299	94,761	52,964	70,078
Ancillary Income						
F & B Concessions	0	0	0	0	0	10
F & B Catering	405	0	1,407	29,061	15,843	11,076
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	0	0	0
Total Ancillary Income	405	0	1,407	29,061	15,843	11,086
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	3,017	0	4,706	123,822	68,807	81,164

SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Sporting Event  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	14,536	17,444	3,700	71,263	51,001	40,263
Number of Performances	0	0	0	0	0	0
Event Days	7	11	2	31	33	24
Move-In/Move-Out Days	5	5	2	20	15	20
Gross Ticket Sales	0	0	0	38,107	80,781	0
Direct Event Income						
Rental Income	40,015	33,200	15,300	207,060	131,275	145,818
Service Revenue	33,074	27,080	7,970	196,740	109,009	122,680
Service Expenses	(16,177)	(13,472)	(3,908)	(103,942)	(59,047)	(66,606)
Total Direct Event Income	56,912	46,808	19,362	299,858	181,237	201,892
Ancillary Income						
F & B Concessions	24,990	32,227	2,572	218,619	150,495	106,954
F & B Catering	3,151	8,618	750	22,512	16,030	10,101
Novelty Sales	0	0	0	0	0	0
Parking	21,287	24,680	6,197	141,880	94,191	81,935
Total Ancillary Income	49,428	65,525	9,519	383,011	260,716	198,990
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	106,340	112,333	28,881	682,869	441,953	400,882



SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Trade Shows  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	0	0	0	300	300	0
Number of Performances	0	0	0	0	0	0
Event Days	0	0	0	2	1	0
Move-In/Move-Out Days	0	0	0	1	1	0
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	0	0	0	5,800	4,900	0
Service Revenue	0	0	0	19,475	7,346	0
Service Expenses	0	0	0	(11,554)	(972)	1,500
Total Direct Event Income	0	0	0	13,721	11,274	1,500
Ancillary Income						
F & B Concessions	0	0	0	0	0	0
F & B Catering	0	0	0	4,653	5,700	0
Novelty Sales	0	0	0	0	0	0
Parking	0	0	0	700	700	0
Total Ancillary Income	0	0	0	5,353	6,400	0
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	0	0	0	19,074	17,674	1,500

SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Performing Arts  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	0	0	8,000	9,100	6,150	8,000
Number of Performances	0	0	0	0	0	0
Event Days	0	0	3	6	6	3
Move-In/Move-Out Days	0	0	1	4	1	1
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	0	0	21,240	41,240	38,325	21,240
Service Revenue	0	0	17,788	38,547	21,845	17,788
Service Expenses	0	0	(9,285)	(15,412)	(10,982)	(9,285)
Total Direct Event Income	0	0	29,743	64,375	49,188	29,743
Ancillary Income						
F & B Concessions	0	0	26,257	37,490	10,404	26,257
F & B Catering	0	0	1,000	1,400	1,000	1,000
Novelty Sales	0	0	0	0	0	0
Parking	0	0	24,457	47,155	27,110	24,457
Total Ancillary Income	0	0	51,714	86,045	38,514	51,714
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	0	0	81,457	150,420	87,702	81,457

SMG - Cabarrus Arena & Events Center  
Monthly Event Income Statement: Other  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Attendance	1,650	1,000	3,700	20,430	30,568	84,282
Number of Performances	0	0	0	0	0	0
Event Days	11	3	9	88	41	43
Move-In/Move-Out Days	1	1	4	10	32	30
Gross Ticket Sales	0	0	0	0	0	0
Direct Event Income						
Rental Income	8,230	0	16,350	117,923	162,208	96,205
Service Revenue	2,419	0	10,417	64,941	65,193	51,242
Service Expenses	(2,311)	0	(6,737)	(45,064)	(42,853)	(39,085)
Total Direct Event Income	8,338	0	20,030	137,800	184,548	108,362
Ancillary Income						
F & B Concessions	0	0	(1,478)	5,434	12,375	453
F & B Catering	0	0	(444)	4,271	12,395	3,080
Novelty Sales	0	0	0	0	0	0
Parking	0	0	889	26,027	41,441	15,156
Total Ancillary Income	0	0	(1,033)	35,732	66,211	18,689
Other Operating Income						
Other Event Related Income	0	0	0	0	0	0
Event Advertising Income	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0
Facility Fees	0	0	0	0	0	0
Total Other Event Income	0	0	0	0	0	0
Total Event Income	8,338	0	18,997	173,532	250,759	127,051

SMG - Cabarrus Arena & Events Center  
Yearly Event Income Statement  
For the Ten Months Ending April 30, 2024

	Year to Date Actual	Year to Date Budget	Variance	Prior Year Actual	Variance
Attendance	182,070	160,428	21,642	199,747	(17,677)
Number of Performances	0	(1)	1	0	0
Event Days	285	240	45	231	54
Number of Move-In/Move-Out Day	93	101	(8)	105	(12)
Gross Ticket Sales	209,760	196,689	13,071	281,941	(72,181)
Direct Event Income					
Rental Income	802,847	656,143	146,704	605,931	196,916
Service Revenue	834,763	415,518	419,245	577,207	257,556
Service Expenses	(509,436)	(223,418)	(286,018)	(407,014)	(102,422)
Total Direct Event Income	1,128,174	848,243	279,931	776,124	352,050
Ancillary Income					
F & B Concessions	378,182	262,504	115,678	252,271	125,911
F & B Catering	110,133	64,415	45,718	74,335	35,798
Novelty Sales	2,000	1,250	750	4,000	(2,000)
Parking	344,227	243,199	101,028	220,108	124,119
Total Ancillary Income	834,542	571,368	263,174	550,714	283,828
Other Operating Income					
Other Event Related Income	0	0	0	0	0
Event Advertising Income	0	0	0	0	0
Ticket Rebates	4,603	9,542	(4,939)	30,201	(25,598)
Facility Fees	5,558	16,000	(10,442)	20,848	(15,290)
Total Other Event Income	10,161	25,542	(15,381)	51,049	(40,888)
Total Event Income	1,972,877	1,445,153	527,724	1,377,887	594,990

SMG - Cabarrus Arena & Events Center  
YTD Event Income Summary  
April 30, 2024

	Assembly	Banquet	Consumer	Concert	Off-Site	Entertainment	Family	Meetings	Sporting	Trade	Performing Arts	Other	TOTALS
Attendance	3,800	3,066	52,048	0	0	11,390	6,478	4,195	71,263	300	9,100	20,430	182,070
Number of Event Days	2	16	75	0	0	6	5	54	31	2	6	88	285
Number of Move-In/Move	1	6	46	0	0	0	1	4	20	1	4	10	93
Gross Ticket Sales	0	0	5,825	0	0	142,384	23,444	0	38,107	0	0	0	209,760
Direct Event Income	4,888	19,725	286,290	0	0	21,621	26,250	72,050	207,060	5,800	41,240	117,923	802,847
Rental Income	3,516	110,036	219,402	0	19,380	44,315	20,377	98,034	196,740	19,475	38,547	64,941	834,763
Service Revenue	1,721	(96,199)	(95,138)	0	(19,380)	(37,743)	(11,402)	(75,323)	(103,942)	(11,554)	(15,412)	(45,064)	(509,436)
Service Expenses													
Total Direct Event Income	10,125	33,562	410,554	0	0	28,193	35,225	94,761	299,858	13,721	64,375	137,800	1,128,174
Ancillary Income													
F & B Concessions	0	3,934	43,644	0	0	48,626	20,435	0	218,619	0	37,490	5,434	378,182
F & B Catering	0	35,399	5,287	0	863	5,187	1,500	29,061	22,512	4,653	1,400	4,271	110,133
Novelty Sales	0	0	0	0	0	0	2,000	0	0	0	0	0	2,000
Parking	471	0	92,070	0	0	16,581	19,343	0	141,880	700	47,155	26,027	344,227
Total Ancillary Income	471	39,333	141,001	0	863	70,394	43,278	29,061	383,011	5,353	86,045	35,732	834,542
Other Operating Income													
Advertising Income	0	0	0	0	0	0	0	0	0	0	0	0	0
Ticket Rebates	0	0	0	0	0	0	4,603	0	0	0	0	0	4,603
Facility Fees	0	0	0	0	0	0	5,558	0	0	0	0	0	5,558
Total Other Event Income	0	0	0	0	0	0	10,161	0	0	0	0	0	10,161
Total Event Income	10,596	72,895	551,555	0	863	98,587	88,664	123,822	682,869	19,074	150,420	173,532	1,972,87

SMG - Cabarrus Arena & Events Center  
Other Operating Income Statement  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Non-Operating Parking	\$ 0	\$ 0	0	\$ 0	0	\$ 0
Luxury Box Agreements	0	0	0	0	0	0
Advertising	0	1,458	0	2,150	14,580	3,500
Ticket Rebates	0	0	0	0	0	0
Other Income	3	2,125	3	16,743	21,250	45,995
Total Other Operating Income	\$ 3	\$ 3,583	3	\$ 18,893	\$ 35,830	\$ 49,495

SMG - Cabarrus Arena & Events Center  
Indirect Expenses Summary  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
<b>INDIRECT EXPENSES</b>						
Salaries & Wages	\$ 74,971	\$ 75,011	\$ 70,973	\$ 720,049	\$ 750,110	\$ 673,579
Payroll Taxes & Benefits	18,633	23,856	14,869	168,171	238,560	142,607
Net Salaries and Benefits	93,604	98,867	85,842	888,220	988,670	816,186
Contracted Services	0	0	0	0	0	0
General and Administrative	27,346	16,623	25,012	201,579	166,230	172,356
Operating	11,375	4,543	4,405	63,608	52,830	36,376
Repairs & Maintenance	24,864	5,973	7,787	133,941	99,681	100,556
Operational Supplies	11,464	5,417	12,325	83,186	55,970	57,432
Insurance	9,675	8,998	11,969	103,773	93,480	131,659
Utilities	30,954	36,839	29,857	382,574	368,390	344,761
Other	0	0	0	0	0	0
SMG Management Fees	13,833	13,843	14,227	153,229	138,430	138,334
Total Indirect Expenses	223,115	191,103	191,424	2,010,110	1,963,681	1,797,660







SMG - Cabarrus Arena & Events Center  
Indirect Expenses Detail  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Computer Expense	284	417	12,615	3,829	4,170	12,615
Computer Software	9,256	5,315	2,660	63,029	53,150	65,867
Employee Training	145	438	2,696	8,253	4,380	8,893
<b>Total General and Administrative Expen</b>	<b>27,346</b>	<b>16,623</b>	<b>25,012</b>	<b>201,579</b>	<b>166,230</b>	<b>172,356</b>
<b>Operating Expenses</b>						
Operating Supplies	692	250	40	3,277	2,500	1,694
Trash Removal	1,737	1,667	2,877	16,811	16,670	16,753
Environmental Expenses	112	625	0	4,140	6,250	3,764
Snow Removal	0	42	0	0	420	11
Landscaping	362	175	0	10,038	9,150	3,233
Exterminating	0	192	334	1,861	1,920	1,979
Small Equipment	7,878	333	45	13,235	3,330	1,525
Safety Equipment	0	63	26	337	630	26
Medical First Aid	0	208	644	1,106	2,080	3,404
Vehicle Maintenance	676	267	282	2,216	2,670	2,375
Operating Supplies-F&B	0	0	0	25	0	37
Flower Decorations-F&B	0	63	0	415	630	0
Renewals & Replacements-F&B	0	250	0	0	2,500	0
Laundry & Linen-F&B	(191)	125	65	211	1,250	720
Menu Costs-F&B	0	0	0	1,200	0	0
Repair&Maintenance-F&B	109	89	92	1,000	890	734
Equipment Rental-F&B	0	0	0	0	0	98
Miscellaneous Operating Exp	0	194	0	7,736	1,940	23
<b>Total Operating Expenses</b>	<b>11,375</b>	<b>4,543</b>	<b>4,405</b>	<b>63,608</b>	<b>52,830</b>	<b>36,376</b>
<b>Repairs and Maintenance</b>						
General Building Repairs	0	833	0	7,125	8,330	8,152
Door Maintenance	0	42	0	995	420	88
Seat Repairs	0	125	0	(948)	1,250	0
Sound Equipment Maintenance	0	83	0	414	830	1,009
Ceiling/Wall Maintenance	0	83	148	16	830	9,394
Electrical Systems	0	625	0	8,205	6,250	8,322
Marquee Maintenance	13,905	125	0	27,781	1,250	0
Elevator Escalator	0	0	0	0	0	29
Fire Alarm	0	167	0	1,467	1,670	695
Flags & Poles Maintenance	0	92	0	167	920	0
Floor Maintenance	0	425	0	2,100	4,250	1,278
HVAC Systems	1,200	1,498	0	55,608	46,431	43,134
Machinery & Equipment	0	0	41	93	0	3,516

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SMG - Cabarrus Arena & Events Center  
Indirect Expenses Detail  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Moving Equipment Maint.	1,004	1,250	5,273	19,187	12,500	18,114
Rigging Maintenance	0	0	0	2,006	8,500	689
Kitchen Equipment Maint.	8,755	625	2,325	9,725	6,250	6,136
<b>Total Repairs and Maintenance</b>	<b>24,864</b>	<b>5,973</b>	<b>7,787</b>	<b>133,941</b>	<b>99,681</b>	<b>100,556</b>
<b>Operational Supplies</b>						
General Building Supplies	2,140	375	507	6,222	3,750	1,908
Bulbs & Lamps	0	133	0	1,049	1,330	894
Electrical	1,272	583	7,549	4,795	5,830	13,617
Fuel Propane	264	167	170	1,933	1,670	1,661
Telecommunication	0	0	0	15,279	1,800	0
Plumbing	0	208	311	3,164	2,080	3,588
Chemicals	0	0	62	0	0	62
Small Tools	0	0	0	0	0	11
HVAC	4,672	833	1,131	15,593	8,330	8,449
Filters	0	450	0	4,804	4,500	3,753
Paint	0	42	0	121	420	1,460
Janitorial	2,696	1,667	2,494	25,245	16,670	15,979
Laundry	0	21	0	0	210	0
Uniforms	0	438	60	705	4,380	4,979
Security	227	208	0	1,808	2,080	300
Kitchen Supplies	185	292	41	2,175	2,920	771
Misc. Operational Supplies	8	0	0	293	0	0
<b>Total Operational Supplies</b>	<b>11,464</b>	<b>5,417</b>	<b>12,325</b>	<b>83,186</b>	<b>55,970</b>	<b>57,432</b>
<b>Insurance</b>						
Auto Insurance	0	0	0	4,000	3,500	3,404
Fidelity Insurance	0	125	0	695	1,250	606
General Liability Insurance	9,675	8,697	11,969	98,478	86,970	126,981
Other Insurance	0	176	0	600	1,760	668
<b>Total Insurance</b>	<b>9,675</b>	<b>8,998</b>	<b>11,969</b>	<b>103,773</b>	<b>93,480</b>	<b>131,659</b>
<b>Utilities</b>						
Electricity	22,797	26,006	21,335	275,297	260,060	232,549
Heating Fuel	1,982	4,443	2,192	43,137	44,430	51,853
Telephone	2,790	2,752	2,725	27,835	27,520	26,620
Water & Sewage	3,385	3,638	3,605	36,305	36,380	33,739
<b>Total Utilities</b>	<b>30,954</b>	<b>36,839</b>	<b>29,857</b>	<b>382,574</b>	<b>368,390</b>	<b>344,761</b>

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SMG - Cabarrus Arena & Events Center  
Indirect Expenses Detail  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Other Expenses						
Total Other Expenses	0	0	0	0	0	0
SMG Management Fees						
Base Fee	10,588	10,945	10,282	105,884	109,450	102,818
F&B Base Fee	3,245	2,898	3,945	47,345	28,980	35,516
Total SMG Management Fees	13,833	13,843	14,227	153,229	138,430	138,334
Expense Allocations						
Total Expense Allocations	0	0	0	0	0	0
Net Indirect Expenses	\$ 223,115	\$ 191,103	\$ 191,424	\$ 2,010,110	\$ 1,963,681	\$ 1,797,660

SMG - Cabarrus Arena & Events Center  
Department Income Statement: Executive  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
<b>OPERATING EXPENSES</b>						
Salaries Administration	\$ 12,319	\$ 12,549	\$ 11,976	\$ 130,238	\$ 125,490	\$ 125,253
Bonus - Performance	1,743	1,743	1,758	17,430	17,430	17,580
Auto Allowance	421	421	421	4,208	4,210	4,208
Payroll Taxes	1,077	1,302	906	11,434	13,020	11,091
Benefits	3,028	2,905	3,027	29,341	29,050	24,628
401 (k)	349	441	337	3,892	4,410	3,676
Workers Compensation Ins.	299	250	249	1,670	2,500	1,909
Net Salaries and Benefits	19,236	19,611	18,674	198,213	196,110	188,345
Travel	0	125	0	1,629	1,250	0
Meals & Entertainment	341	58	0	1,117	580	518
Dues & Subscriptions	0	85	0	463	850	463
Total Operating Expenses	19,577	19,879	18,674	201,422	198,790	189,326

SMG - Cabarrus Arena & Events Center  
Department Income Statement: Finance  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
<b>OPERATING EXPENSES</b>						
Salaries Administration	\$ 11,673	\$ 11,450	\$ 9,927	\$ 111,825	\$ 114,500	\$ 102,976
Payroll Taxes	1,084	1,013	756	8,909	10,130	7,802
Benefits	42	823	878	3,371	8,230	8,249
401 (k)	320	344	300	3,340	3,440	3,135
Workers Compensation Ins.	302	183	229	1,460	1,830	1,587
Net Salaries and Benefits	13,421	13,813	12,090	128,905	138,130	123,749
Travel	0	125	0	1,659	1,250	0
Meals & Entertainment	0	17	0	155	170	0
Dues & Subscriptions	0	0	0	5,375	0	1,275
Payroll Processing	624	2,079	499	12,818	20,790	11,296
Computer Software	7,903	3,175	(4,728)	40,535	31,750	(500)
Total Operating Expenses	21,948	19,209	7,861	189,447	192,090	135,820

SMG - Cabarrus Arena & Events Center  
Department Income Statement: Sales and Marketing  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
<b>OPERATING EXPENSES</b>						
Salaries Administration	\$ 8,873	\$ 9,110	\$ 8,652	\$ 90,332	\$ 91,100	\$ 83,221
Payroll Taxes	785	806	651	6,915	8,060	6,291
Benefits	1,693	1,648	4,461	16,101	16,480	17,346
401 (k)	212	273	(1,557)	2,389	2,730	454
Workers Compensation Ins.	217	108	177	1,195	1,080	1,215
Net Salaries and Benefits	11,780	11,945	12,384	116,932	119,450	108,527
Travel	0	25	733	0	250	733
Meals & Entertainment	53	42	0	53	420	0
Meetings & Conventions	0	100	0	0	1,000	0
Dues & Subscriptions	0	33	0	370	330	370
Advertising Newspaper	0	321	0	0	3,210	5,153
Advertising Website	4,800	817	195	14,312	8,170	7,732
Marketing Fund	557	250	164	4,370	2,500	2,671
Printing Marketing	0	42	0	202	420	0
Promotional	524	0	0	558	0	59
Computer Software	900	1,678	600	18,543	16,780	12,766
Total Operating Expenses	18,614	15,253	14,076	155,340	152,530	138,011



SMG - Cabarrus Arena & Events Center  
Department Income Statement: Operations  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
<b>OPERATING EXPENSES</b>						
Salaries Administration	\$ 9,075	\$ 7,676	\$ 8,873	\$ 88,049	\$ 76,760	\$ 73,960
Changeover Labor	1,727	1,950	6,804	13,087	19,500	36,816
Custodial - Part-Time	3,766	2,645	565	30,012	26,450	36,310
General - Part-Time	86	780	(39)	1,960	7,800	3,237
Grounds Keeping - Part-Time	4,227	3,900	3,311	32,764	39,000	27,852
Maint. Mech. - Part-Time	2,552	2,383	3,269	23,896	23,830	15,278
Parking - Part-Time	0	0	18	0	0	234
Payroll Taxes	1,257	1,711	655	7,781	17,110	8,640
Benefits	2,743	3,450	2,738	26,224	34,500	13,201
401 (k)	393	353	(1,637)	4,350	3,530	1,349
Workers Compensation Ins.	947	708	944	4,650	7,080	4,593
Net Salaries and Benefits	26,773	25,556	25,501	232,773	255,560	221,470
Travel	0	8	0	0	80	0
Meals & Entertainment	37	334	0	4,344	3,340	1,111
Office Supplies	0	0	0	0	0	13
Computer Software	0	104	(1,065)	3,498	1,040	1,213
Employee Training	145	417	2,696	8,253	4,170	8,893
Operating Supplies	692	250	40	3,277	2,500	1,694
Trash Removal	1,737	1,667	2,877	16,811	16,670	16,753
Snow Removal	0	42	0	0	420	11
Landscaping	362	175	0	10,038	9,150	3,233
Exterminating	0	192	334	1,861	1,920	1,979
Small Equipment	7,878	333	45	13,235	3,330	1,525
Safety Equipment	0	63	26	337	630	26
Vehicle Maintenance	676	267	282	2,216	2,670	2,375
Miscellaneous Operating Exp	0	0	0	0	0	23
General Building Repairs	0	833	0	7,125	8,330	8,152
Door Maintenance	0	42	0	995	420	88
Seat Repairs	0	125	0	(948)	1,250	0
Sound Equipment Maintenance	0	83	0	414	830	1,009
Ceiling/Wall Maintenance	0	83	148	16	830	9,394
Electrical Systems	0	625	0	8,205	6,250	8,322
Marquee Maintenance	13,905	125	0	27,781	1,250	0
Elevator Escalator	0	0	0	0	0	29
Fire Alarm	0	167	0	1,467	1,670	695
Flags & Poles Maintenance	0	92	0	167	920	0
Floor Maintenance	0	425	0	2,100	4,250	1,278
HVAC Systems	1,200	1,498	0	55,608	46,431	43,134
Machinery & Equipment	0	0	41	93	0	3,516
Moving Equipment Maint.	1,004	1,250	5,273	19,187	12,500	18,114

An SMG Managed Facility

SMG - Cabarrus Arena & Events Center  
Department Income Statement: Operations  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
Rigging Maintenance	0	0	0	2,006	8,500	689
Kitchen Equipment Maint.	8,755	625	0	9,725	6,250	3,811
General Building Supplies	2,140	375	507	6,222	3,750	1,908
Bulbs & Lamps	0	133	0	1,049	1,330	894
Electrical	1,272	583	7,549	4,795	5,830	13,617
Fuel Propane	264	167	170	1,933	1,670	1,661
Telecommunication	0	0	0	15,279	1,800	0
Plumbing	0	208	311	3,164	2,080	3,588
Chemicals	0	0	62	0	0	62
Small Tools	0	0	0	0	0	11
HVAC	4,672	833	1,131	15,593	8,330	8,449
Filters	0	450	0	4,804	4,500	3,753
Paint	0	42	0	121	420	1,460
Janitorial	2,696	1,667	2,494	25,245	16,670	15,979
Laundry	0	21	0	0	210	0
Uniforms	0	417	60	705	4,170	4,903
Security	227	208	0	1,808	2,080	300
Misc. Operational Supplies	8	0	0	293	0	0
Total Operating Expenses	74,443	40,485	48,482	511,595	454,001	415,135



SMG - Cabarrus Arena & Events Center  
Department Income Statement: Event Management  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
<b>OPERATING EXPENSES</b>						
Salaries Administration	\$ 8,230	\$ 10,822	\$ 6,957	\$ 80,343	\$ 108,220	\$ 56,179
Payroll Taxes	1,006	958	482	5,701	9,580	3,660
Benefits	161	1,648	111	8,494	16,480	3,814
401 (k)	123	259	(721)	1,371	2,590	704
Workers Compensation Ins.	285	292	248	1,459	2,920	1,250
Net Salaries and Benefits	9,805	13,979	7,077	97,368	139,790	65,607
Computer Software	0	358	0	0	3,580	4,389
Total Operating Expenses	9,805	14,337	7,077	97,368	143,370	69,996

SMG - Cabarrus Arena & Events Center  
 Department Income Statement: Box Office  
 For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
<b>OPERATING EXPENSES</b>						
Net Salaries and Benefits Over & Short	\$ 0	0	0	0	0	0
	0	0	0	0	0	188
Total Operating Expenses	0	0	0	0	0	188

SMG - Cabarrus Arena & Events Center  
Department Income Statement: Overhead  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
<b>OPERATING EXPENSES</b>						
Net Salaries and Benefits	0	0	0	0	0	0
Bad Debt Expense	0	\$	0	3,169	\$	0
Bank Service Charges	30	60	46	852	600	636
Interest Expense	4	0	0	822	0	29
Postage	0	17	10	165	170	3
Rental Office Equipment	181	200	181	1,807	2,000	1,807
Office Supplies	1,195	542	642	5,034	5,420	2,540
Printing & Stationary	0	67	0	216	670	0
Licenses & Fees	2,200	331	101	4,865	3,310	2,421
Credit Card Discounts	7,115	4,750	4,356	62,102	47,500	45,849
Computer Expense	284	417	12,615	3,829	4,170	12,615
Computer Software	453	0	7,853	453	0	47,999
Environmental Expenses	112	625	0	4,140	6,250	3,764
Medical First Aid	0	208	644	1,106	2,080	3,404
Miscellaneous Operating Exp	0	125	0	7,736	1,250	0
Auto Insurance	0	0	0	4,000	3,500	3,404
Fidelity Insurance	0	125	0	695	1,250	606
General Liability Insurance	9,675	8,697	11,969	98,478	86,970	126,981
Other Insurance	0	176	0	600	1,760	668
Electricity	22,797	26,006	21,335	275,297	260,060	232,549
Heating Fuel	1,982	4,443	2,192	43,137	44,430	51,853
Telephone	2,790	2,752	2,725	27,835	27,520	26,620
Water & Sewage	3,385	3,638	3,605	36,305	36,380	33,739
Base Fee	10,588	10,945	10,282	105,884	109,450	102,818
Total Operating Expenses	62,791	64,124	78,556	688,527	644,740	700,305

SMG - Cabarrus Arena & Events Center  
Department Income Statement: Food and Beverage  
For the Ten Months Ending April 30, 2024

	Current Month Actual	Current Month Budget	Current Month Prior Year	Year to Date Actual	Year to Date Budget	Year to Date Prior Year
<b>OPERATING EXPENSES</b>						
Salaries Administration	\$ 9,032	\$ 9,040	\$ 8,604	\$ 91,607	\$ 90,400	\$ 85,686
General - Part-Time	1,247	542	(123)	4,298	5,420	4,789
Payroll Taxes	655	829	354	3,839	8,290	4,412
Benefits	884	2,906	880	8,540	29,060	8,474
401 (k)	296	271	(222)	3,210	2,710	2,198
Workers Compensation Ins.	475	375	623	2,535	3,750	2,929
Net Salaries and Benefits	12,589	13,963	10,116	114,029	139,630	108,488
Meals & Entertainment	0	25	114	11	250	114
Employee Training	0	21	0	0	210	0
Operating Supplies-F&B	0	0	0	25	0	37
Flower Decorations-F&B	0	63	0	415	630	0
Renewals & Replacements-F&B	0	250	0	0	2,500	0
Laundry & Linen-F&B	(191)	125	65	211	1,250	720
Menu Costs-F&B	0	0	0	1,200	0	0
Repair&Maintenance-F&B	109	89	92	1,000	890	734
Equipment Rental-F&B	0	0	0	0	0	98
Miscellaneous Operating Exp	0	69	0	0	690	0
Kitchen Equipment Maint.	0	0	2,325	0	0	2,325
Uniforms	0	21	0	0	210	76
Kitchen Supplies	185	292	41	2,175	2,920	771
F&B Base Fee	3,245	2,898	3,945	47,345	28,980	35,516
Total Operating Expenses	15,937	17,816	16,698	166,411	178,160	148,879

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Reports

### **SUBJECT:**

County Manager - Monthly Building Activity Reports

### **BRIEF SUMMARY:**

The Board of Commissioners requested monthly reports of building and permit activities including information of plans under review.

### **REQUESTED ACTION:**

For informational purposes. No action required.

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

### **SUBMITTED BY:**

Kelly Sifford, Assistant County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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### **ATTACHMENTS:**

- ▢ Report
- ▢ Report

# Cabarrus County Construction Standards Dodge Report 5/1/2024-5/31/2024

Jurisdiction: All

## New Construction

Description	Const Code	Buildings	Housing Units	Estimated Cost
Single Family Houses Detached	101	115	115	\$20,973,910.00
Single Family Houses Attached	102	57	57	\$7,204,873.00
Two Family Buildings	103	7	14	\$1,082,000.00
Five or More Family Buildings	105	18	269	\$24,543,500.00
Manufactured Home (Mobile Homes)	106	11	0	\$229,940.00
Amusement, Social, and Recreational	318	2	0	\$1,631,745.00
Office, Bank, and Professional Buildings	324	1	0	\$150,930.00
Public Works and Utilities Buildings	325	1	0	\$110,492.00
Schools and Other Educational Buildings	326	1	0	\$500,000.00
Other Nonresidential Buildings	328	8	0	\$542,234.00
Structures Other Than Buildings	329	12	0	\$914,703.00
Other	999	42	0	\$12,766,130.00
Sub Total (New Construction)		275	455	\$70,650,457.00

## Addition, Alteration, and Conversion

Description	Const Code	Buildings	Housing Units	Estimated Cost
Additions, Alterations and Conversions - Residential	434	2	0	\$320,600.00
Additions, Alterations and Conversions - Nonresidential and No housekeeping	437	7	0	\$4,330,430.00
Sub Total (Addition, Alteration, and Conversion)		9	0	\$4,651,030.00

## Demolition of Buildings

Description	Const Code	Buildings	Housing Units	Estimated Cost
All Other Buildings and Structures	649	1	0	\$10,000.00
Sub Total (Demolition of Buildings)		1	0	\$10,000.00
Grand Total		285	455	\$75,311,487.00

Cabarrus County Commercial Building Plan Review Summary

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Green	File Date	Address	Application Name	Description	Est Cost	Est Sq Ft
BU2024-01675	5/1/2024	9556 HICKORY RIDGE RD HARRISBURG, NC 28075	NEW DIMENSIONS OUTDOOR SERVICES INC	TRAMORE SUBDIVISION ~~ INSTALLATION OF (3) MECHANICALLY STABILIZED EARTH WALLS AS SPECIFIED ON SITE PLANS AS:  WALL NO. 1 WALL NO. 2 WALL NO. 3	\$36,000	0
BU2024-01678	5/1/2024	8455 PIT STOP CT NW CONCORD, NC 28027	Eye Mart Sign	Eye Mart Sign ~~ Wall sign and tenant panel	\$7,600	48
BU2024-01692	5/1/2024	4479 NC HWY 49 N CONCORD, NC 28025	MASTEC NETWORK SOLUTIONS	Co locate AT&T equipment on an existing telecommunications facility.	\$25,000	0
BU2024-01698	5/2/2024	223 CROWELL DR NW CONCORD, NC 28025	AFFORDABLE ROOFING CO.	ROOF REPAIRS - 1100sqft	\$25,000	1,100
BU2024-01713	5/2/2024	685 PITTS SCHOOL RD NW CONCORD, NC 28027	Axial Bonds Farm Sign	Installing NON illuminated channel letter	\$6,000	6,000
BU2024-01714	5/2/2024	675 PITTS SCHOOL RD NW CONCORD, NC 28027	RITE LITE SIGNS, INC.	Install NON illuminated channel letters	\$5,000	1,349
BU2024-01715	5/2/2024	3665 CONCORD PKWY S CONCORD, NC 28027	RITE LITE SIGNS, INC. - Blessings Barber Academy Sign	Install flat cut acrylic copy with vinyl	\$2,000	40
BU2024-01716	5/2/2024	2880 STADIUM DR KANNAPOLIS, NC 28083	APEX WAREHOUSE SYSTEMS, LLC	Racking project that has metal frames, beams, fire baffles, rollers, and netting. Linear sqft 2838	\$1,086,000	24,041
BU2024-01740	5/3/2024	2976 ZION CHURCH RD CONCORD, NC 28025	REYNOLDS & SONS CONST.	New concrete batch plant w/ 2-story control building and a truck washing building to house the pumps.	\$300,000	1,150
BU2024-01750	5/3/2024	9195 EDENBURY DR CONCORD, NC 28027	ORLEANS-CONSERVATORY CONSTRUCTION, L.P.	Entrance Monument	\$5,000	9
BU2024-01764	5/6/2024	6400 BREEZY LN CONCORD, NC 28025	CROWDER CONSTRUCTION COMPANY	EXPANSION ROCKY RIVER REGIONAL WASTEWATER TREATMENT PLANT - RAS ELECTRICAL ENCLOSURE	\$159,530	492
BU2024-01767	5/6/2024	6400 BREEZY LN CONCORD, NC 28025	CROWDER CONSTRUCTION COMPANY	The RRRWWTP Phase 4 Expansion - INTERCEPTOR BUILDING	\$578,583	6,268
BU2024-01770	5/6/2024	6400 BREEZY LN CONCORD, NC 28025	CROWDER CONSTRUCTION COMPANY	The RRRWWTP Phase 4 Expansion - DAFT BUILDING	\$1,390,953	1,390,953
BU2024-01771	5/6/2024	8825 DAVIDSON HWY CONCORD, NC 28027	VENTURE CONSTRUCTION COMPANY - GATE #0418 Gas Station	GATE #0418 ~~ NEW Convenience store.	\$2,500,000	5,406
BU2024-01775	5/6/2024	967 CONCORD PKWY S CONCORD, NC 28027	CHOATE CONSTRUCTION COMPANY	Modern Nissan of Concord ~~ This project is an interior renovation of finishes and furniture for an existing facility. The use and occupancy is to remain the same. The existing exterior metal panel cladding system is to be replaced by a new exterior metal panel cladding system. Any exterior signage is to be permitted separately.	\$1,500,000	11,304
BU2024-01777	5/6/2024	3925 STALLINGS RD HARRISBURG, NC 28075	EHC HOMES LP, T/A	Amenity at Camilia Gardens ~~ NEIGHBORHOOD CABANA	\$167,745	1,537
BU2024-01779	5/6/2024	8524 PIT STOP CT NW CONCORD, NC 28027	RITE LITE SIGNS INC.	Biryani Nation Signs ~~ Installing 1 ILLUMINATED WALL SIGN	\$9,000	29



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BU2024-01782	5/7/2024	756 HILLSIDE ST KANNAPOLIS, NC 28083	PRESPRO, LLC, T/A AKA: PRESPRO CUSTOM HOMES PRESPRO, LLC	Retaining Wall Cost - \$10,205.21 Size - 50' x 4' (200 sqft)	\$10,205	200
BU2024-01786	5/7/2024	4285 DEFENDER WAY NW CONCORD, NC 28027	SHADE STRUCTURES, INC.	AMC Shade Structures Row A ~~ The site plan shows 2 structures. This application is for Row A. A separate application will be submitted for the other structure.	\$674,328	72,576
BU2024-01787	5/7/2024	4650 NC HWY 49 S HARRISBURG, NC 28075	EC GRADING LLC	retaining walls for new vet office. 1 wall at the front with max height of 5.1' and wall at rear with max height of 5.1'	\$20,000	200
BU2024-01789	5/7/2024	10020 EDISON SQUARE DR NW CONCORD, NC 28027	ANTONIO ZAMORA	ABC		
BU2024-01797	5/8/2024	12000 MILL SPRING LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 1, 14 UNITS, 4 FLOORS	\$986,500	9,940
BU2024-01798	5/8/2024	11000 MILL SPRING LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 2, 28 UNITS, 4 FLOORS	\$2,292,500	23,100
BU2024-01799	5/8/2024	61000 CREEK BASIN DR KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 3, 24 UNITS, 3 FLOORS	\$1,965,000	19,800
BU2024-01800	5/8/2024	64000 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 4, 24 UNITS, 3 FLOORS	\$1,965,000	19,800
BU2024-01801	5/8/2024	62000 CREEK BASIN DR KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 5, 24 UNITS, 3 FLOORS	\$2,178,000	21,948
BU2024-01802	5/8/2024	65000 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 6, 24 UNITS, 3 FLOORS	\$2,178,000	21,948
BU2024-01803	5/8/2024	63000 CREEK BASIN DR KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 7, 24 UNITS, 3 FLOORS	\$2,178,000	21,948
BU2024-01804	5/8/2024	67000 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 8, 28 UNITS, 4 FLOORS	\$2,292,500	23,100
BU2024-01805	5/8/2024	66000 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 9, 42 UNITS, 4 FLOORS	\$3,400,000	34,258
BU2024-01806	5/8/2024	65110 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 10, 2 UNITS, 2 FLOORS	\$119,500	1,202
BU2024-01807	5/8/2024	64122 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 11, 2 UNITS, 2 FLOORS	\$232,000	2,336
BU2024-01808	5/8/2024	64116 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 12, 2 UNITS, 2 FLOORS	\$119,500	1,202
BU2024-01809	5/8/2024	64110 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 13, 2 UNITS, 2 FLOORS	\$323,000	2,336
BU2024-01810	5/8/2024	63109 CREEK BASIN DR KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 14, 6 UNITS, 1 FLOOR	\$890,500	8,974
BU2024-01811	5/8/2024	62109 CREEK BASIN DR KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 15, 6 UNITS, 1 FLOOR	\$890,500	8,974
BU2024-01812	5/8/2024	61121 CREEK BASIN DR KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 16, 6 UNITS, 1 FLOOR	\$890,500	8,974

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BU2024-01813	5/8/2024	61107 CREEK BASIN DR KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 17, 2 UNITS, 1 FLOOR	\$890,500	8,974
BU2024-01814	5/8/2024	10000 MILL SPRING LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ BLDG 18, 5 UNITS, 1 FLOOR	\$752,000	7,579
BU2024-01816	5/8/2024	7605 GM ONE TEAM DR NW CONCORD, NC 28027	JAMES R VANNOY & SONS CONSTRUCTION	Charlotte Technical Center Dyno Upfit - Acoustical Walls & Exterior Demo ~~ Early Release Package for CTC Dyno Project. This package does not contain any equipment associated with the Dyno. This is for construction of 2 interior acoustical walls around the test cell, the basement piers and housekeeping pads to support future equipment installation, and demolition of two existing canopies in preparation of future new addition.	\$270,600	270,600
BU2024-01817	5/8/2024	7605 GM ONE TEAM DR NW CONCORD, NC 28027	JAMES R VANNOY & SONS CONSTRUCTION	This is an early release package for the Dyno project. It involves new underground electrical duct banks outside the building running from transformers to the main electrical rooms.	\$700,000	750
BU2024-01818	5/8/2024	947 KANNAPOLIS PKWY CONCORD, NC 28027	CAROCON CORPORATION (CONST TRAILER)	TEMP USE FOR CONSTRUCTION OFFICE TRAILER	\$3,000	528
BU2024-01821	5/8/2024	64124 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ CAR WASH/MAINTENANCE BLDG and PET WASH: SINGLE MANUAL WASH BAY AND ONE PET HUB AND DRYER	\$131,000	603
BU2024-01822	5/8/2024	11111 MILL SPRING LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ CLUBHOUSE (GAS METER FOR OUTDOOR KITCHEN) ~~ WITH KITCHEN, RESTEOOM, GAS WATER HEATER AND FURNACE	\$1,464,000	8,526
BU2024-01823	5/8/2024	64001 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ COVERED MAILBOX STRUCTURE	\$118,000	844
BU2024-01824	5/8/2024	64002 SAWGRASS LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	Creek Mill Apartments ~~ DUMPSTER, RECYCLE ENCLOSURE AND TRASH COMPACTOR	\$120,000	1,265
BU2024-01833	5/9/2024	6049 GATEWAY CENTER DR CONCORD, NC 28027	COLONY BUILDERS INC	SMILE SOLUTIONS ~~ COLD DARK SHELL	\$950,000	5,011
BU2024-01842	5/9/2024	5315 NC HWY 49 S HARRISBURG, NC 28075	L&L CONSTRUCTION AND REMODELING LLC	Providence Baptist Church - Removal of walls on the first floor for children check-in, add 4 accessible toilets on second floor, general finishes upgrade	\$500,000	17,814
BU2024-01851	5/10/2024	355 KIMBALL ST KANNAPOLIS, NC 28081	PRESPRO, LLC, T/A AKA: PRESPRO CUSTOM HOMES PRESPRO, LLC	Monument Sign	\$10,000	15
BU2024-01852	5/10/2024	901 WOODLAWN ST KANNAPOLIS, NC 28083	ELIJAH HARRISON CONSTRUCTION LLC	Wright Brothers Office Building ~~ Building was previously the Taxi office.	\$30,000	677
BU2024-01864	5/13/2024	7751 GATEWAY LN NW CONCORD, NC 28027	TURNER CONSTRUCTION COMPANY, INC., RICHARDSON - 22-009 KFC Gateway Concord, NC	22-009 KFC Gateway Concord, NC ~~ Dining and Decor renovation in FOH. New finishes, seating, and artwork in Dining Room. New finishes and fixtures in Restrooms. New paint and signage on Exterior.	\$275,000	2,496
BU2024-01866	5/13/2024	3901 NC HWY 73 E CONCORD, NC 28025	LAY OF THE LAND	ACC. COMMERCIAL POLE BARN	\$5,000	5,000
BU2024-01867	5/13/2024	4351 MAIN ST HARRISBURG, NC 28075	LT Construction LLC	Harrisburg Town Center I, LLC - Gated enclosure to keep restaurant grease containers	\$5,660	126
BU2024-01871	5/13/2024	5555 CONCORD PKWY S CONCORD, NC 28027	CAMP ELECTRIC COMPANY INC - Charlotte Speedway Road Course	Excavate pole foundations and stand 14 poles with cross arms. We will NOT be wiring or bringing power to these light poles, only standing them.	\$147,041	0

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BU2024-01873	5/13/2024	8111 CONCORD MILLS BLVD CONCORD, NC 28027		tenant interior upfit of existing demised space. new finishes & fixtures. modifications of existing mechanical, plumbing & electrical systems. existing toilet room to remain. new accessible hi/lo water fountain to replace non-compliant water fountain.	\$289,000	4,813
BU2024-01888	5/14/2024	534 KANNAPOLIS PKWY KANNAPOLIS, NC 28027	SHERRI HARTSELL - ubreakifix	wall sign for ubreakifix	\$7,000	20
BU2024-01897	5/14/2024	6049 GATEWAY CENTER DR CONCORD, NC 28027	COLONY BUILDERS INC - SMILE SOLUTIONS INTERIOR UPFIT	SMILE SOLUTIONS ~~ Interior Upfit fir new dental office in shell building PRB2023-03794	\$730,000	5,011
BU2024-01900	5/14/2024	421 MEDICAL PARK DR NE CONCORD, NC 28025	LCJ CONSTRUCTION COMPANY INC	Cabarrus Health Science Institute ~~ Placement of two multi-unit structures for classroom space and administrative offices. Classroom structure consists of 10-units and Administration structure consists of 6-units. Placement of associated stairs and ramps. As well as connection to domestic water, sewer, and electrical service.	\$500,000	12,925
BU2024-01902	5/14/2024	1085 NORTHEAST GATEWAY CT NE CONCORD, NC 28025	MOSS BOYLES CONSTRUCTION, LLC - Carolina Digestive Endoscopy Center	Carolina Digestive Endoscopy Center ~~ Demo existing office walls, build back new walls per plans. Reconfigure electrical, mechanical, plumbing and sprinkler lines. Provide and install all MEP fixtures, millwork, glass, flooring, paint and any other finishes associated with the plans.	\$1,000,000	3,091
BU2024-01903	5/14/2024	3100 CLOVERLEAF PKWY KANNAPOLIS, NC 28083	sherri l hartsell	Non lit wall sign & reface on pole sign	\$6,800	161
BU2024-01914	5/15/2024	30 CONCORD COMMONS PL SW CONCORD, NC 28027		ABC		
BU2024-01915	5/15/2024	9001 QUAY ROAD RD CHARLOTTE, NC 28262	C HERMAN CONSTRUCTION LLC (BLDG A)	Seasons Multifamily Development ~~ BLDG A ~~ 2-Story 20 UNITS	\$2,745,000	22,050
BU2024-01916	5/15/2024	9001 QUAY ROAD RD CHARLOTTE, NC 28262	C HERMAN CONSTRUCTION LLC (BLDG B)	Seasons Multifamily Development ~~ BLDG B~~ 2-Story 20-UNITS	\$2,745,000	22,050
BU2024-01917	5/15/2024	9001 QUAY ROAD RD CHARLOTTE, NC 28262	C HERMAN CONSTRUCTION LLC (BLDG C)	Seasons Multifamily Development ~~ BLDG C ~~ 2-Story 20-UNITS	\$2,745,000	22,050
BU2024-01918	5/15/2024	9001 QUAY ROAD RD CHARLOTTE, NC 28262	C HERMAN CONSTRUCTION LLC (GARAGES)	Seasons Multifamily Development ~~ DETACHED 6-Car GARAGE	\$0	1,558
BU2024-01919	5/15/2024	9001 QUAY ROAD RD CHARLOTTE, NC 28262	C HERMAN CONSTRUCTION LLC (TRASH)	Seasons Multifamily Development ~~ TRASH ENCLOSURE	\$0	563
BU2024-01922	5/15/2024	319 NORTH AVE EXT KANNAPOLIS, NC 28083	EDGEWATER POOLS, LLC	SOUTH EMERSON HILLS APTS~~swimming pool area is 1151 sq.ft. 36,288 gallons concrete pool inground	\$85,000	1,151
BU2024-01926	5/16/2024	450 KANNAPOLIS PKWY CONCORD, NC 28027	ALLEN INDUSTRIES INC - Panda Express (sign package)	INSTALL WALL SIGNS, POLE SIGN AND DRIVE-THRU STRUCTURES	\$9,890	105
BU2024-01939	5/17/2024	1945 OLD EARNHARDT RD KANNAPOLIS, NC 28083		DAYCARE		
BU2024-01945	5/17/2024	300 LAUREATE WAY KANNAPOLIS, NC 28081	OLD ARMOR BEER COMPANY	USING A SHIPPING CONTAINER FOR A MOBILE BAR	\$5,000	160
BU2024-01946	5/17/2024	260 BROOKWOOD AVE NE CONCORD, NC 28025	NORTHLINE ROOFING, LLC	RESHINGLE	\$85,000	3,114
BU2024-01947	5/17/2024	260 BROOKWOOD AVE NE CONCORD, NC 28025	NORTHLINE ROOFING, LLC	RESHINGLE	\$10,625	3,125

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BU2024-01948	5/17/2024	260 BROOKWOOD AVE NE CONCORD, NC 28025	NORTHLINE ROOFING, LLC	RESHINGLE	\$10,625	3,131
BU2024-01949	5/17/2024	260 BROOKWOOD AVE NE CONCORD, NC 28025	NORTHLINE ROOFING, LLC	RESHINGLE	\$10,625	3,059
BU2024-01950	5/17/2024	260 BROOKWOOD AVE NE CONCORD, NC 28025	NORTHLINE ROOFING, LLC	RESHINGLE	\$10,625	3,118
BU2024-01951	5/17/2024	260 BROOKWOOD AVE NE CONCORD, NC 28025	NORTHLINE ROOFING, LLC	RESHINGLE	\$10,625	3,128
BU2024-01952	5/17/2024	260 BROOKWOOD AVE NE CONCORD, NC 28025	NORTHLINE ROOFING, LLC	RESHINGLE	\$10,625	3,055
BU2024-01953	5/17/2024	260 BROOKWOOD AVE NE CONCORD, NC 28025	NORTHLINE ROOFING, LLC	RESHINGLE	\$10,625	3,094
BU2024-01957	5/17/2024	845 CHURCH ST N CONCORD, NC 28025	CAPITAL EMPIRE CONSTRUCTION GROUP LLC	New Finishes ~~ adding lights, floor replacement, painting, ceiling tile replacement to grid, new mill work limited areas, new blinds in lobby only. change out existing sinks.	\$30,000	3,000
BU2024-01961	5/17/2024	30 CORBAN AVE SE CONCORD, NC 28025	IKES CONSTRUCTION INC	scope of work is expanding the current Evidence Storage by removing doors in the existing Vice/ Narcotics room and adding an opening between these spaces. This changes the existing office space to storage, which will have a new high density movable storage unit. The SEVENTH floor's (1011 sf) scope of work is reassigning the current EMS Skills Lab to a Patrol Roll Call. This room includes the addition of a new door to the room and card readers on the doors. Both floors have minor finish replacements and touchups as necessary.	\$150,930	800
BU2024-01968	5/20/2024	3951 WAGON WAY MIDLAND, NC 28107	DALE FURLONG	REBUILD WALL #1	\$10,000	660
BU2024-01971	5/20/2024	2425 HERRONS NEST PL NW 100 CONCORD, NC 28027	SPECTRUM BUILDING COMPANY, INC	PETFOLK CONCORD ~~ COMMERCIAL UPFIT	\$650,000	3,099
BU2024-01973	5/20/2024	3990 GARMON MILL RD MIDLAND, NC 28107	CAROLINA DEVELOPMENT SERVICES LLC	Wyntree Retaining Wall # 1 ~~ DEMOLITION AND REMOVAL OF RETAINING WALL BEHIND APARTMENT UNITS	\$10,000	660
BU2024-01985	5/21/2024	3700 TAYLOR GLEN LN NW CONCORD, NC 28027	LANDMARK BUILDERS OF THE TRIAD, INC	Temporary Construction Trailer	\$7,500	1,000
BU2024-01987	5/21/2024	8524 PIT STOP CT NW CONCORD, NC 28027	BIRYANI NATION	ABC PERMIT INSPECTION		
BU2024-01990	5/21/2024	5301 SAPP RD KANNAPOLIS, NC 28083	WATER PURIFICATION CONSULTANTS, INC.	Country Knolls - Fe/Mn Filtratrion ~~ Aqua desires to remove existing treatment building and build new 30' x 14' stick built treatment facility with Hardy Board siding. New building to house Fe/Mn filtration system and NSF approved chemicals for treatment of this community water supply well. Licensed Utility Contractor (WPC) will coordinate with Duke Energy to relocate power pole. Also, per special permit, new landscape plan will be implemented.	\$110,492	420
BU2024-02005	5/22/2024	1111 N WASHINGTON ST MT PLEASANT, NC 28124	EDIFICE, INC.	DOUBLE WALL ABOVE GROUND FUEL STORAGE TANK	\$0	0

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BU2024-02020	5/23/2024	6061 BAYFIELD PKWY CONCORD, NC 28027	Chick-Fil-A, - sign package	Chick-Fil-A, #2083 ~~ Remove Channel Letters on Three Elevations and install same size channel letters on same elevations, using the new CFA Federally Registered Trademark with closed beak logo. Replace existing faces on monument sign with new CFA Federally Registered Trademark with closed beak logo.	\$0	0
BU2024-02021	5/23/2024	30 MARKET ST SW CONCORD, NC 28025	Salon Lofts Sign	Install One (1) 3' x 13' 3-7/8" Illuminated Channel Letterset wall sign on raceway to exterior building wall.	\$1,295	40
BU2024-02023	5/24/2024	5454 ROCKY RIVER RD CONCORD, NC 28025	Casco Signs, Inc. - Rocky River ES	installing monument sign with LED board on existing base	\$20,000	32
BU2024-02032	5/24/2024	5465 NC HWY 49 S HARRISBURG, NC 28075	KANNAPOLIS CONSTRUCTION COMPANY, INC.	PIZZA HUT interior and exterior renovations replace existing registers and grills. replace existing lights with LED lighting remove, and replace bathroom fixtures	\$280,000	3,900
BU2024-02040	5/28/2024	7155 HICKORY RIDGE RD HARRISBURG, NC 28075	HEARTLAND CONTRACTING LLC - Hickory Ridge	All new construction addition outside the existing structure footprint. No interior renovation in the existing structure.	\$929,598	2,600
BU2024-02043	5/28/2024	6305 LYNWOOD DR NW CONCORD, NC 28027	Youth Solutions Home LLC - Family Care Home 6305 Lynwood Dr NW	INSPECTIONS - GROUP HOME		
BU2024-02048	5/29/2024	11115 MILL SPRING LN KANNAPOLIS, NC 28027	CAROCON CORPORATION	CREEK MILL APARTMENTS ~~ OUTDOOR KITCHEN ~~ FIREPLACE AND GRILLING STATIONS, RESTROOM, POOL EQUIPMENT,	\$148,674	994
BU2024-02050	5/29/2024	1405 S CANNON BLVD KANNAPOLIS, NC 28083	SUNSHINE FAMILY RESTAURANT	ABC PERMIT INSPECTION		
BU2024-02058	5/29/2024	6245 SHUMARD ST CONCORD, NC 28027	BRYAN BUILDERS, LLC	Temporary office trailers for building F	\$12,800	720
BU2024-02064	5/29/2024	13160 US HWY 601 S MIDLAND, NC 28107	DANIEL EVAN CROOK	UPFIT EXISTING STORAGE BUILDING -- 6 MONTH TEMPORARY CONNEX BOX	\$1,100	0
BU2024-02065	5/30/2024	8111 CONCORD MILLS BLVD CONCORD, NC 28027	DAVID CABURNAY - SCOUT SERVICES	Concord Mills - LED DISPLAY SYSTEMS ~~ Replace (2) existing double- sided LED digital DISPLAY SYSTEMS with (2) new double-sided LED digital display systems; as per plans	\$33,000	400
BU2024-02066	5/30/2024	1420 CONCORD PKWY S CONCORD, NC 28027	(BLDG 10 UPFIT)	ELI LILLY: Building 10 ELECTRICAL FOR CONVEYOR BELT	\$0	0
BU2024-02069	5/30/2024	920 CHURCH ST N CONCORD, NC 28025	BRASFIELD & GORRIE, L.L.C.	AH Cabarrus Behavioral Holding Renovation ~~ multi-phased project to clear the space required for the new behavioral holding unit, including architectural, interiors, mechanical, electrical, and plumbing renovation.	\$2,168,430	4,000
BU2024-02072	5/30/2024	1501 S CANNON BLVD KANNAPOLIS, NC 28083	Aaron Wutrick	New ATM/Kiosk requires deeper footings directly under the machine.	\$9,000	15
BU2024-02078	5/30/2024	27 UNION ST N CONCORD, NC 28025	HIGH ROCK WATERPROOFING INC.	PRESSURE WASHING, PAINTING, WINDOW REPLACEMENT AND SEALANTS.	\$325,500	1,550
BU2024-02082	5/31/2024	810 DAVIDSON DR NW CONCORD, NC 28025	HAYCO CONSTRUCTION, LLC - Briteview Concord	Briteview Concord~~Selective DEMOLITION, New Non Load Bearing Partitions, Replacement Kitchenettes and Toilet Rooms, New Interior Finishes, No Change in Use & No Change in Area.	\$515,000	5,143
BU2024-02083	5/31/2024	10070 EDISON SQUARE DR NW CONCORD, NC 28027	SOUTH BUILDERS, LLC - RICE N' SPICE MARKET- BUTCHER SHOP	CONSTRUCTION OF A BUTCHER SHOP INSIDE AN EXISTING MARKET	\$13,000	330

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Begin Date: 5/1/2024 through End Date: 5/31/2024						
BU2024-02087	5/31/2024	6031 R L KETCHIE BLVD KANNAPOLIS, NC 28027	Element 4 Graphics	Car Wash building Signage ~~ LED lit channel letter set on side of car wash. LED lit channel cloud and dimensional letters on each end of car wash directing traffic for the entrance vs. the exit.	\$12,287	0
BU2024-02088	5/31/2024	3430 NC HWY 49 S HARRISBURG, NC 28075	MASTEC NETWORK SOLUTIONS	AT&T 074-4554 3430 State Highway 49 ~~ Add new AT&T antennas to an existing telecommunications colocation site (will not increase maximum height of structure). Add additional equipment to adjacent fenced in equipment area, including a generator, walk up equipment cabinet, ice bridge, meter, and fiber handhole.	\$25,000	40
				Total Plans Reviewed: 106	\$217,085,664	8,933,140

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Reports

### **SUBJECT:**

EDC - May 2024 Monthly Summary Report

### **BRIEF SUMMARY:**

The Cabarrus Economic Development Corporation (EDC) provides monthly updates on the local economic and industry activities in the form of the included report.

### **REQUESTED ACTION:**

For informational purposes. No action required.

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

### **SUBMITTED BY:**

Page Castrodale, EDC Executive Director

### **BUDGET AMENDMENT REQUIRED:**

No

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

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

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### **ATTACHMENTS:**

- Report

# Project Activity Report

MAY 2024



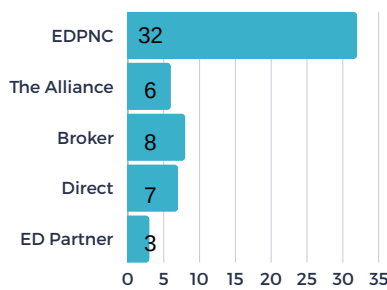
## STATS OVER THE PAST MONTH

The EDC received 16 new projects/RFIs (request for information) in May and submitted sites/buildings for 11 of the new requests. There were no client/consultant site visits or meetings in May.

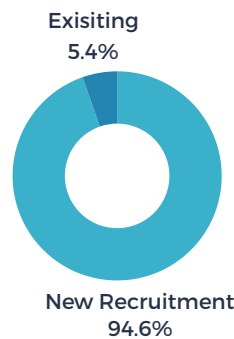
## Project Activity Highlights



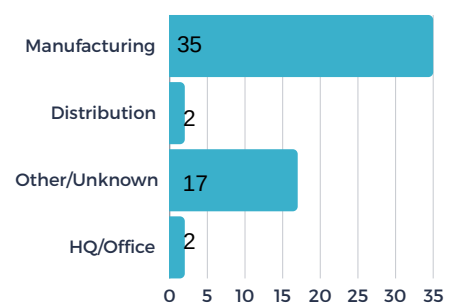
### PROJECTS BY SOURCE



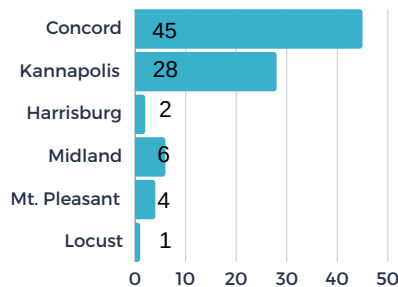
### PROJECTS BY TYPE



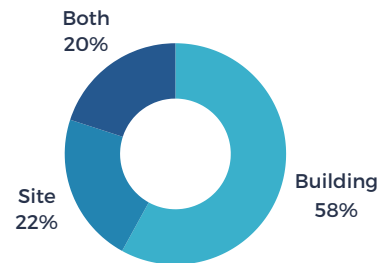
### PROJECTS BY INDUSTRY



### # OF PROJECTS BY LOCATION



### BUILDINGS VS. SITE - %



**159**

average jobs per project



**110M**

average investment per project

**103K**

average square feet per project



**48**

average acres per project



**29%**

of Cabarrus EDC's projects involved companies outside of the U.S.



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**June 17, 2024  
6:30 PM**

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### **AGENDA CATEGORY:**

Closed Session

### **SUBJECT:**

Closed Session - Acquisition of Real Property and Personnel

### **BRIEF SUMMARY:**

A closed session is needed to discuss matters related to acquisition of real property and personnel as authorized by NCGS 143-318.11(a)(5) and (6).

### **REQUESTED ACTION:**

Motion to go into closed session to discuss matters related to acquisition of real property and personnel as authorized by NCGS 143-318.11(a)(5) and (6).

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

1 Hour or More

### **SUBMITTED BY:**

Mike Downs, County Manager

### **BUDGET AMENDMENT REQUIRED:**

No

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

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