

**COUNTY OF CLEVELAND, NORTH CAROLINA**  
**AGENDA FOR THE REGULAR COMMISSION MEETING**

**September 17, 2024**

**6:00 PM**

**County Commissioners Chambers**

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- **Call to Order and Determination of a Quorum** - Commission Chair
- **Pledge of Allegiance and Invocation** (Please stand for the Pledge of Allegiance and remain standing for the Invocation)
- **Recognition of Elected Officials**
- **Recognition of Veterans**
- **Recognition of Law Enforcement**
- **Recognition of County Department Heads**

**1. MOTION TO ADOPT THE PROPOSED AGENDA**

*(Only emergency items shall be added to the agenda. Upon approval of the Commission Chair and County Commission, the item will be added.)*

**SPECIAL RECOGNITION**

2. Western 3D & Outdoor Target National Championship  
Pinnacle Classical Academy

**3. PUBLIC COMMENT**

*Individuals who wish to address the Board during the public comment period shall register with the Clerk to the Board providing their true name and address on the sign-up sheet. Each individual wishing to address the Board shall only register themselves and will not be permitted to enter the name of any other individual, as the sign-up sheet is a public record available for inspection. The sign-up sheet will be available fifty (50) minutes prior to the start of each meeting. The sign-up sheet will be collected ten (10) minutes prior to the start of each meeting by the Clerk to the Board. Individuals who have not entered their true*

*name and address on the sign-up sheet within the designated time period will not be permitted to address the Board, unless the Chair, in the Chair's sole discretion, permits.*

*Citizen speakers will be acknowledged in the order in which they signed up to speak and will address all comments to the Board as a whole and not one individual commissioner. Speakers will address the Board from the speaker's podium at the front of the room and will begin their remarks by stating their name and address. Discussions between Speakers and members of the audience will not be allowed. Public comment is not intended to require the Board to answer any impromptu questions. Speakers are expected to be civil in their language and presentation and are prohibited from using profanity or making threats of violence or personal attacks against any person. All comments from the speaker shall be issue-oriented and directly related to a subject that the Commissioners have oversight and authority. Each speaker is allotted three (3) minutes to address the Board. A speaker is not permitted to share, reserve or relinquish any remaining time allocated to them to another speaker. Any comments where the primary purpose is to promote a business or candidacy shall not be allowed.*

*Any written materials, petitions, photographs and/or other documents may be delivered to the Clerk to the Board. The County is not permitted to accept any external data storage devices (thumb drives, flash drives, memory cards or similar device). In accordance with the Board's adopted Rules of Procedure, Commissioners shall reserve responses, if any, for the Commissioner comment period on the agenda.*

**A.**

#### **4. CONSENT AGENDA**

*Motion to approve the following Consent Agenda items: (Consent items will be adopted with a single motion, second and vote, unless a request for removal from the Consent Agenda is heard from a Commissioner.)*

- A. Minutes** Minutes from the August 6, 2024, Regular Commissioners' Meeting
- B. Tax Administration** August 2024 Collection Report
- C. Tax Administration** August 2024 Abatements and Supplements
- D. Tax Administration** Late Applications for Exemption / Exclusion / Deferral
- E. Finance Department** Budget Transfer Summary
- F. Foothills Public Shooting Complex** Budget Amendment (BNA#004)

- G.    **Register of Deeds**           Budget Amendment (BNA#005)
- H.    **Cleveland County Fair**       Budget Amendment (BNA#006)
- I.    **Social Services**       Budget Amendment (BNA#007)
- J.    **Building Inspections**       Budget Amendment (BNA#008)
- K.    **Sheriff's Office**       Budget Amendment (BNA#009)
- L.    **Cleveland County Fire**       Budget Amendment (BNA#010)
- M.    **Sheriff's Office**       Budget Amendment (BNA#011)
- N.    **Foothills Public Shooting Complex**       Budget Amendment (BNA#012)
- O.    **Emergency Medical Services**       Budget Amendment (BNA#013)
- P.    **Health Department**       Budget Amendment (BNA#014)
- Q.    **Health Department**       Budget Amendment (BNA#015)
- R.    **Health Department**       Budget Amendment (BNA#016)
- S.    **Health Department**       Budget Amendment (BNA#017)
- T.    **Health Department**       Budget Amendment (BNA#018)
- U.    **Library**                Budget Amendment (BNA#019)
- V.    **Cleveland County Water**       Conveyance of Easement
- W.    **Broad River Greenway**       Grant Award Contract
- X.    **Cleveland County Schools**       Offer of School Properties

**REGULAR AGENDA**

5. Uptown Shelby Association Update  
Carly Bostic, Executive Director
6. Cleveland County Fairgrounds Improvement Update  
Jason Falls, Business Development Director
7. Board Of Elections Construction GMP  
Blake Myers, Facilities Project Manager

### **PUBLIC HEARINGS**

*Individuals who wish to address the Board during the public hearing shall register with the Clerk to the Board providing their true name and address on the sign-up sheet. Each individual wishing to address the Board shall only register themselves and will not be permitted to enter the name of any other individual, as the sign-up sheet is a public record available for inspection. The sign-up sheet will be available fifty (50) minutes prior to the start of each meeting. The sign-up sheet will be collected ten (10) minutes prior to the start of each meeting by the Clerk to the Board. Individuals who have not entered their true name and address on the sign-up sheet within the designated time period will not be permitted to address the Board, unless the Chair, in the Chair's sole discretion, permits.*

*Citizen speakers will be acknowledged in the order in which they signed up to speak and will address all comments to the Board as a whole and not one individual Commissioner. Speakers will address the Board from the speaker's podium at the front of the room and will begin their remarks by stating their true name and address. Discussions between speakers and members of the audience will not be allowed. A public hearing is not intended to require the Board to answer any impromptu questions. Speakers are expected to be civil in their language and presentation.*

*All comments from the speaker shall be directly related to the subject of the public hearing. Each speaker is allotted five (5) minutes to address the Board. A speaker is not permitted to share, reserve or relinquish any remaining time allocated to them to another speaker. Any written materials, petitions, photographs and/or other documents may be delivered to the Clerk to the Board. The County is not permitted to accept any external data storage devices (thumb drives, flash drives, memory cards or similar device). In accordance with the Board's adopted Rules of Procedure, Commissioners shall reserve responses, if any, for the Commissioner comment period on the agenda.*

8. Planning Department: Case 24-10: Request to Re-Zone a Portion of Parcel 48083 from Residential (R) to Neighborhood Business - Conditional Use (NB-CU) for a Telecommunications Tower  
  
Chris Martin, Planning Director
9. Planning Department Case 24-11: Request to Rezone Parcel 66231 from Restricted Residential (RR) to Residential (R)

- Chris Martin, Planning Director
10. 2025 Schedules, Standards and Rules
- Sherry Lavender, Tax Assessor

**BOARD APPOINTMENTS**

11. City of Shelby Planning and Zoning Board (ETJ Representatives)
- Phyllis Nowlen, Clerk to the Board
12. Gaston Community Action Board of Directors
- Phyllis Nowlen, Clerk to the Board

**CLOSED SESSION**

13. Closed Session pursuant to North Carolina General Statute §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee
- Kevin Gordon, Chairman

**ADJOURN**

The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, October 15, 2024, at 6:00 pm in the Commissioners' Chambers.

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Western 3D & Outdoor Target National Championship**

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**Department:**

**Agenda Title:** Western 3D & Outdoor Target National Championship

**Agenda Summary:** Pinnacle Classical Academy

**Proposed Action:**

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**ATTACHMENTS:**

File Name

Description

No Attachments Available

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Public Comment**

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**Department:**

**Agenda Title:**

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

File Name

Description

No Attachments Available

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Minutes from the August 6, 2024, Regular Commissioners' Meeting**

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**Department:** Minutes

**Agenda Title:** Minutes from the August 6, 2024, Regular Commissioners' Meeting

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

File Name

Description

No Attachments Available



**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Tax Collector's Monthly Report**

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**Department:** Tax Administration  
**Agenda Title:** August 2024 Collection Report  
**Agenda Summary:**  
**Proposed Action:**

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**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
<input type="checkbox"/> StaffReport_Collections_August.docx	August Staff Report
<input type="checkbox"/> Monthend_Real_Aug2024.pdf	August Real Estate Collections
<input type="checkbox"/> Monthend_Gap_Aug2024.pdf	August Gap Collections
<input type="checkbox"/> Percentage_2024_2025.pdf	August Percentage

STAFF REPORT

To: Board of County Commissioners

Date: Thursday, September 5, 2024

Via: David Cotton, County Manager

From: Necolé Richard, Tax Collector

Subject: Tax Collector's Monthly Report

Summary Statement:

- Attached is the Tax Collector's Settlement for the month of August 2024. The percentage of collections for August is 50.45%. That is below last year at this time. Annual payment agreements are underway. Walk-ins have been consistent. We have been receiving more mail than we can accomplish daily.

Review:

- Pursuant to N.C.G.S. 105-350.7, stating a duty of the tax collector shall be to submit to the governing body at each of its regular meetings a report of the amount she has collected on each year's taxes with which she is charged, the amount remaining uncollected, and the steps she is taking to encourage or enforce payment of uncollected taxes, attached is the settlement accounting for the disposition of current and delinquent taxes for the month of August 2024.

Attachment:

- (1) August Real Estate Collections
- (2) August Gap Collections
- (3) August Percentage

**TOTAL TAXES COLLECTED AUGUST 2024**

YEAR	AMOUNT-REAL	AMOUNT-GAP	COMBINED AMT
DEF REV	\$0.00	\$0.00	\$0.00
2024	\$44,935,772.47	\$13,715.44	\$44,949,487.91
2023	\$92,240.23	\$1,723.93	\$93,964.16
2022	\$23,083.33	\$899.83	\$23,983.16
2021	\$14,173.04	\$977.42	\$15,150.46
2020	\$8,527.91	\$180.45	\$8,708.36
2019	\$5,853.02	\$0.00	\$5,853.02
2018	\$6,601.24	\$0.00	\$6,601.24
2017	\$2,707.58	\$0.00	\$2,707.58
2016	\$969.56	\$0.00	\$969.56
2015	\$741.42	\$0.00	\$741.42
2014	\$477.10	\$0.00	\$477.10
			<u>\$45,108,643.97</u>
TOTALS	\$45,091,146.90	\$17,497.07	\$45,108,643.97
DISCOUNT	(\$224,660.23)		(\$224,660.23)
INTEREST	\$25,604.62	\$478.62	\$26,083.24
TOLERANCE	\$268.16	(\$2.08)	\$266.08
ADVERTISING	\$460.00		
GARNISHMENT	\$1,343.45	GAP BILL FEES \$842.33	DEFERRED GAP \$0.00
NSF/ATTY	\$104.45		
LEGAL FEES	\$19,646.44		
TOTALS	\$44,913,913.79	\$18,815.94	
MISC FEE	\$0.00		GRAND TOTAL
TAXES COLL	\$44,913,913.79		\$44,932,729.73
	\$0.00		\$0.00
	\$44,913,913.79		\$44,932,729.73

**TOTAL TAXES UNCOLLECTED AUGUST 2024**

	AMOUNT-REAL	AMOUNT-GAP	COMBINED AMT
2024	\$45,930,679.10	\$301,784.66	\$46,232,463.76
2023	\$1,693,272.96	\$123,842.44	\$1,817,115.40
2022	\$923,370.34	\$91,694.20	\$1,015,064.54
2021	\$322,409.77	\$58,442.92	\$380,852.69
2020	\$252,141.18	\$31,718.59	\$283,859.77
2019	\$447,828.61	\$0.00	\$447,828.61
2018	\$211,694.29	\$0.00	\$211,694.29
2017	\$116,569.16	\$0.00	\$116,569.16
2016	\$80,129.54	\$0.00	\$80,129.54
2015	\$86,274.72	\$0.00	\$86,274.72
2014	\$100,376.56	\$0.00	\$100,376.56

TOTAL UNCOLLECTED	\$50,164,746.23	\$607,482.81	\$50,772,229.04
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REAL-PERSONAL  
COUNTY GENERAL

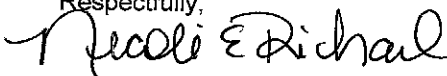
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$24,337,431.49		
2023	\$51,537.84		
2022	\$12,777.38		
2021	\$8,104.62		
2020	\$4,956.26		
2019	\$3,528.04		
2018	\$3,994.40		
2017	\$1,622.98		
2016	\$632.46		
2015	\$506.17		
2014	\$266.44		

ACCOUNT NOS.

SUB TOTAL	\$24,425,358.08
DISCOUNT	(\$125,104.97)
INTEREST	\$16,400.53
ADVERTISING	\$460.00
GARNISHMENT	\$1,343.45
NSF	\$104.45
LEGAL FEES	\$19,646.44
TOLERANCE	\$164.07
TOTAL	\$24,338,372.05
Misc Fee	\$24,338,372.05

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$24,848,633.76	\$49,256,215.96		50.45%	\$24,407,582.20
2023	\$55,136,906.24	\$56,024,764.17		98.42%	\$887,857.93
2022	\$54,541,993.38	\$55,012,038.47		99.15%	\$470,045.09
2021	\$53,071,180.91	\$53,236,277.10		99.69%	\$165,096.19
2020	\$50,251,268.58	\$50,378,084.59		99.75%	\$126,816.01
2019	\$49,392,456.08	\$49,603,104.98		99.58%	\$210,648.90
2018	\$46,563,890.75	\$46,670,833.20		99.77%	\$106,942.45
2017	\$44,120,411.08	\$44,180,561.79		99.86%	\$60,150.71
2016	\$43,711,248.59	\$43,750,056.76		99.91%	\$38,808.17
2015	\$42,984,297.90	\$43,028,640.14		99.90%	\$44,342.24
2014	\$42,122,211.21	\$42,171,400.31		99.88%	\$49,189.10

Respectfully,



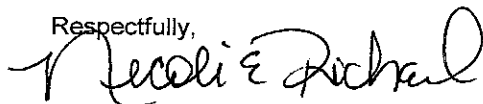
Necole' E. Richard  
Tax Collector

REAL-PERSONAL  
CLEVELAND COUNTY SOLID WASTE

<u>YEAR</u>	<u>FEEES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$1,051,904.80		
2023	\$6,575.91		
2022	\$1,668.77		
2021	\$914.68		
2020	\$683.30		
2019	\$449.12		
2018	\$749.26		
2017	\$312.57		
2016	\$93.00		
2015	\$31.00		
2014	\$107.83		
SUB TOTAL	<u>\$1,063,490.24</u>		
DISCOUNT			
INTEREST			
TOLERANCE			
TOTAL	<u>\$1,063,490.24</u>		

ACCOUNT NOS.

<u>YEAR</u>	<u>FEEES COLLECTED THRU</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>			
2024	\$1,083,655.12	\$2,266,432.87	47.81%	\$1,182,777.75
2023	\$2,145,994.71	\$2,262,986.02	94.83%	\$116,991.31
2022	\$2,186,293.60	\$2,236,196.65	97.77%	\$49,903.05
2021	\$2,164,424.83	\$2,198,726.00	98.44%	\$34,301.17
2020	\$2,007,878.32	\$2,029,001.58	98.96%	\$21,123.26
2019	\$2,008,899.82	\$2,027,144.51	99.10%	\$18,244.69
2018	\$1,895,489.31	\$1,910,737.56	99.20%	\$15,248.25
2017	\$1,905,380.63	\$1,924,768.70	98.99%	\$19,388.07
2016	\$1,713,736.91	\$1,728,486.93	99.15%	\$14,750.02
2015	\$1,733,846.66	\$1,744,431.30	99.39%	\$10,584.64
2014	\$1,748,353.41	\$1,761,843.27	99.23%	\$13,489.86


Respectfully,  
  
 Necole E. Richard  
 Tax Collector

VENDOR 3170 REAL-PERSONAL  
CLEVELAND COUNTY SCHOOLS

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$6,223,272.40		
2023	\$13,178.64		
2022	\$3,267.29		
2021	\$2,072.70		
2020	\$1,304.26		
2019	\$928.53		
2018	\$1,051.19		
2017	\$427.07		
2016	\$166.43		
2015	\$133.21		
2014	\$70.11		
			<u>ACCOUNT NOS</u>
SUB TOTAL	\$6,245,871.83		
DISCOUNT	(\$31,954.74)		
INTEREST	\$4,248.68		
TOLERANCE	\$40.88		
TOTAL	\$6,218,206.65		020.600.5.524.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED UNCOLLECTED</u>	
	<u>08/31/24</u>				
2024	\$6,354,019.18	\$12,595,246.30		50.45%	\$6,241,227.12
2023	\$14,099,286.03	\$14,326,454.94		98.41%	\$227,168.91
2022	\$13,949,793.93	\$14,070,153.74		99.14%	\$120,359.81
2021	\$13,577,582.62	\$13,619,819.00		99.69%	\$42,236.38
2020	\$13,224,045.86	\$13,257,419.44		99.75%	\$33,373.58
2019	\$12,998,042.94	\$13,053,476.85		99.58%	\$55,433.91
2018	\$12,253,683.46	\$12,281,825.79		99.77%	\$28,142.33
2017	\$11,610,662.24	\$11,626,491.70		99.86%	\$15,829.46
2016	\$11,502,988.86	\$11,513,201.87		99.91%	\$10,213.01
2015	\$11,311,685.78	\$11,323,355.42		99.90%	\$11,669.64
2014	\$11,084,822.08	\$11,097,767.22		99.88%	\$12,945.14

Respectfully,



Necole E. Richard  
Tax Collector

REAL-PERSONAL  
COUNTY FIRE

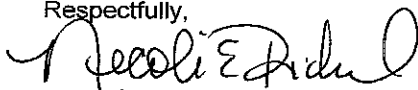
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			<u>2024</u>
2024	\$1,696,773.73		
2023	\$4,710.47		
2022	\$1,324.01		
2021	\$819.73		
2020	\$560.66		
2019	\$468.87		
2018	\$511.91		
2017	\$238.15		
2016	\$55.48		
2015	\$43.20		
2014	\$19.89		

ACCOUNT NOS.

SUB TOTAL	<u>\$1,705,526.10</u>
DISCOUNT	(\$8,842.69)
INTEREST	\$1,852.09
TOLERANCE	<u>\$15.30</u>
TOTAL	<u>\$1,698,550.80</u>

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$1,735,925.47	\$3,302,858.09	52.56%	\$1,566,932.62	
2023	\$3,551,286.06	\$3,617,287.24	98.18%	\$66,001.18	
2022	\$3,502,363.78	\$3,534,182.65	99.10%	\$31,818.87	
2021	\$3,468,659.42	\$3,482,314.78	99.61%	\$13,655.36	
2020	\$3,005,116.08	\$3,012,999.37	99.74%	\$7,883.29	
2019	\$2,919,234.92	\$2,925,165.38	99.80%	\$5,930.46	
2018	\$2,890,396.70	\$2,895,049.81	99.84%	\$4,653.11	
2017	\$2,826,516.23	\$2,830,145.82	99.87%	\$3,629.59	
2016	\$1,469,666.95	\$1,471,194.68	99.90%	\$1,527.73	
2015	\$1,456,774.36	\$1,458,160.82	99.90%	\$1,386.46	
2014	\$1,449,179.54	\$1,450,404.49	99.92%	\$1,224.95	

Respectfully,

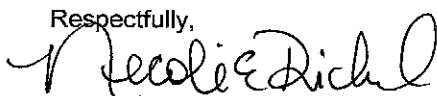


Necole E. Richard  
Tax Collector

VENDOR 5110 REAL-PERSONAL  
FALLSTON FIRE

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF AUGUST</u>
DEF REV		2024
2024		
2023		
2022		
2021		
2020		
2019		
2018		
2017		
2016		
2015		
2014	\$3.48	
ACCOUNT NOS.		
SUB TOTAL	\$3.48	
DISCOUNT		
INTEREST	\$28.04	
TOLERANCE		
TOTAL	\$31.52	074.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>COLLECTED</u>	
	<u>08/31/24</u>			<u>COLLECTED</u>	<u>COLLECTED</u>
2024	\$0.00		\$0.00	0.00%	\$0.00
2023	\$0.00		\$0.00	0.00%	\$0.00
2022	\$28.51		\$28.51	100.00%	\$0.00
2021	\$18.90		\$19.14	98.75%	\$0.24
2020	\$76.90		\$76.90	100.00%	\$0.00
2019	\$91.77		\$91.77	100.00%	\$0.00
2018	\$614.00		\$614.00	100.00%	\$0.00
2017	\$1,405.34		\$1,416.38	99.22%	\$11.04
2016	\$131,349.28		\$131,497.47	99.89%	\$148.19
2015	\$139,415.93		\$139,643.52	99.84%	\$227.59
2014	\$133,628.60		\$133,802.52	99.87%	\$173.92

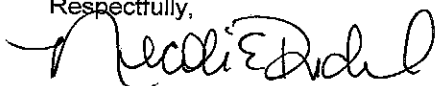
Respectfully,  
  
 Necole E. Richard  
 Tax Collector



VENDOR 7990 REAL-PERSONAL  
LATTIMORE FIRE  
#7 VFD

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$135,140.94		
2023	\$822.07		
2022	\$5.87		
2021	\$10.71		
2020	\$24.50		
2019			
2018			
2017	\$2.27		
2016			
2015			
2014			
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$136,006.36		
DISCOUNT	(\$710.95)		
INTEREST	\$75.59		
TOLERANCE	\$1.67		
TOTAL	\$135,372.67		075.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$139,542.16	\$293,323.22		47.57%	\$153,781.06
2023	\$309,716.58	\$320,364.44		96.68%	\$10,647.86
2022	\$314,196.56	\$315,792.62		99.49%	\$1,596.06
2021	\$301,215.81	\$302,273.40		99.65%	\$1,057.59
2020	\$263,479.63	\$263,928.81		99.83%	\$449.18
2019	\$263,947.72	\$264,361.86		99.84%	\$414.14
2018	\$254,673.23	\$254,973.94		99.88%	\$300.71
2017	\$245,655.13	\$245,874.41		99.91%	\$219.28
2016	\$273,844.62	\$273,935.95		99.97%	\$91.33
2015	\$264,990.52	\$265,052.11		99.98%	\$61.59
2014	\$268,510.96	\$268,584.86		99.97%	\$73.90

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

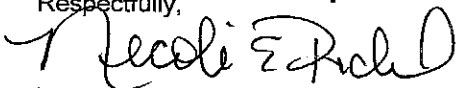
REAL-PERSONAL  
RIPPY FIRE

VENDOR 11870

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$197,491.91		
2023	\$509.46		
2022	\$50.96		
2021	\$92.23		
2020	\$3.38		
2019	\$3.38		
2018	\$2.90		
2017			
2016			
2015			
2014			
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$198,154.22		
DISCOUNT	(\$1,043.18)		
INTEREST	\$89.81		
TOLERANCE	\$2.20		
TOTAL	\$197,203.05		076.000.2.240.00

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$202,345.29	\$335,503.39	60.31%	\$133,158.10	
2023	\$347,666.13	\$354,619.97	98.04%	\$6,953.84	
2022	\$351,219.14	\$353,887.48	99.25%	\$2,668.34	
2021	\$344,828.94	\$345,828.83	99.71%	\$999.89	
2020	\$305,993.18	\$306,598.05	99.80%	\$604.87	
2019	\$306,397.96	\$306,927.38	99.83%	\$529.42	
2018	\$300,770.80	\$303,651.46	99.05%	\$2,880.66	
2017	\$296,691.43	\$299,706.32	98.99%	\$3,014.89	
2016	\$170,673.59	\$170,922.23	99.85%	\$248.64	
2015	\$179,649.94	\$179,880.70	99.87%	\$230.76	
2014	\$175,096.10	\$175,275.21	99.90%	\$179.11	

Respectfully,



Nicole E. Richard  
Tax Collector

VENDOR 12560

REAL-PERSONAL  
CITY OF SHELBY

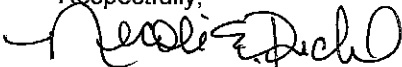
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$7,018,918.60		
2023	\$5,650.02		
2022	\$728.04		
2021	\$306.56		
2020	\$90.57		
2019	\$158.89		
2018	\$128.39		
2017	\$49.59		
2016			
2015	\$10.55		
2014			

ACCOUNT NOS.

SUB TOTAL	\$7,026,041.21	
DISCOUNT	(\$35,322.78)	
INTEREST	\$826.47	
TOLERANCE	\$16.74	
SUBTOTAL	\$6,991,561.64	077.000.2.240.00
2% COLL FEE	(\$139,831.23)	010.413.4.540.00
TOTAL	\$6,851,730.41	10.000.1.203.00
		WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$7,144,969.16	\$13,107,892.11		54.51%	\$5,962,922.95
2023	\$12,811,034.65	\$13,070,756.15		98.01%	\$259,721.50
2022	\$12,793,660.58	\$12,980,880.69		98.56%	\$187,220.11
2021	\$12,639,132.87	\$12,679,861.86		99.68%	\$40,728.99
2020	\$12,046,761.94	\$12,094,050.66		99.61%	\$47,288.72
2019	\$11,486,434.46	\$11,631,179.57		98.76%	\$144,745.11
2018	\$9,755,522.90	\$9,802,016.56		99.53%	\$46,493.66
2017	\$9,311,017.24	\$9,319,558.56		99.91%	\$8,541.32
2016	\$8,006,851.48	\$8,015,103.11		99.90%	\$8,251.63
2015	\$7,418,672.47	\$7,431,810.61		99.82%	\$13,138.14
2014	\$7,213,234.74	\$7,227,070.58		99.81%	\$13,835.84

Respectfully,



Necole E. Richard  
Tax Collector

VENDOR 12560

**REAL-PERSONAL**  
**CITY OF SHELBY**  
 DISTRICT 25

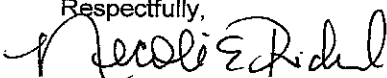
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2024
2024	\$156,580.05		
2023	\$749.79		
2022	\$265.83		
2021			
2020			
2019			
2018			
2017			
2016			
2015			
2014			

ACCOUNT NOS.

SUB TOTAL	\$157,595.67	
DISCOUNT	(\$784.36)	
INTEREST	\$67.47	
TOLERANCE	\$5.25	
SUBTOTAL	\$156,884.03	077.000.2.240.00
2% COLL FEE	(\$3,137.68)	010.413.4.540.00
TOTAL	\$153,746.35	10.000.1.203.00
		WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$161,487.92	\$377,003.81		42.83%	\$215,515.89
2023	\$353,227.18	\$369,814.68		95.51%	\$16,587.50
2022	\$369,284.40	\$382,567.47		96.53%	\$13,283.07
2021	\$367,436.89	\$367,729.49		99.92%	\$292.60
2020	\$358,947.03	\$360,064.03		99.69%	\$1,117.00
2019	\$351,456.38	\$351,872.23		99.88%	\$415.85
2018	\$339,999.68	\$340,376.82		99.89%	\$377.14
2017	\$321,423.36	\$321,938.62		99.84%	\$515.26
2016	\$319,452.04	\$320,709.54		99.61%	\$1,257.50
2015	\$316,006.52	\$316,703.16		99.78%	\$696.64
2014	\$314,530.34	\$314,898.50		99.88%	\$368.16

Respectfully,



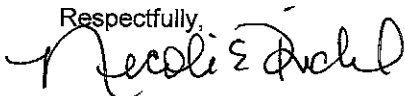
Necole' E. Richard  
 Tax Collector

**REAL-PERSONAL**  
**TOWN OF BOILING SPRINGS**

VENDOR 1411

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$703,791.52		
2023	\$13.54		
2022			
2021			
2020			
2019			
2018			
2017			
2016			
2015			
2014			
<u>ACCOUNT NOS.</u>			
SUB TOTAL	\$703,805.06		
DISCOUNT	(\$3,559.67)		
INTEREST	\$0.98		
TOLERANCE	\$1.76		
SUBTOTAL	\$700,248.13		078.000.2.240.00
2% COLL FEE	(\$14,004.96)		010.413.4.540.00
TOTAL	\$686,243.17		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$719,751.33	\$1,145,177.84		62.85%	\$425,426.51
2023	\$1,116,384.14	\$1,121,130.61		99.58%	\$4,746.47
2022	\$1,075,419.73	\$1,078,316.91		99.73%	\$2,897.18
2021	\$1,076,965.78	\$1,078,774.11		99.83%	\$1,808.33
2020	\$995,310.11	\$996,485.90		99.88%	\$1,175.79
2019	\$996,541.95	\$997,021.08		99.95%	\$479.13
2018	\$950,962.60	\$951,146.36		99.98%	\$183.76
2017	\$919,210.24	\$919,458.25		99.97%	\$248.01
2016	\$822,198.18	\$822,394.90		99.98%	\$196.72
2015	\$807,907.09	\$808,449.91		99.93%	\$542.82
2014	\$790,367.76	\$790,935.69		99.93%	\$567.93

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

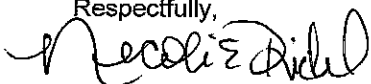
VENDOR 6230

REAL-PERSONAL  
TOWN OF GROVER

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$80,621.36		
2023	\$1.28		
2022			
2021			
2020			
2019			
2018			
2017			
2016			
2015			
2014			
<u>ACCOUNT NOS.</u>			
SUB TOTAL	\$80,622.64		
DISCOUNT	(\$410.51)		
INTEREST	\$0.15		
TOLERANCE	\$0.03		
SUBTOTAL	\$80,212.31		079.000.2.240.00
2% COLL FEE	(\$1,604.25)		010.413.4.540.00
TOTAL	\$78,608.06		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$82,794.90	\$213,147.18	38.84%	\$130,352.28	
2023	\$182,233.86	\$185,088.16	98.46%	\$2,854.30	
2022	\$180,996.32	\$182,097.09	99.40%	\$1,100.77	
2021	\$181,487.34	\$182,091.72	99.67%	\$604.38	
2020	\$138,940.53	\$138,940.53	100.00%	\$0.00	
2019	\$135,566.03	\$135,566.03	100.00%	\$0.00	
2018	\$120,176.21	\$120,177.50	100.00%	\$1.29	
2017	\$117,927.31	\$117,935.42	99.99%	\$8.11	
2016	\$118,134.77	\$118,153.55	99.98%	\$18.78	
2015	\$121,096.35	\$121,125.85	99.98%	\$29.50	
2014	\$120,897.54	\$120,971.20	99.94%	\$73.66	

Respectfully,



Necole E. Richard  
Tax Collector

VENDOR 7770 REAL-PERSON  
CITY OF KINGS MOUNTAIN

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$2,647,657.24		
2023	\$6,157.74		
2022	\$2,429.18		
2021	\$1,575.86		
2020	\$733.17		
2019	\$210.29		
2018	\$29.33		
2017			
2016			
2015			
2014			

ACCOUNT NOS.

SUB TOTAL	\$2,658,792.81	
DISCOUNT	(\$13,359.92)	
INTEREST	\$1,274.78	
TOLERANCE	\$12.63	
SUBTOTAL	\$2,646,720.30	080.000.2.240.00
2% COLL FEE	(\$52,934.41)	010.413.4.540.00
TOTAL	\$2,593,785.89	10.000.1.203.00
		WIRE TRANSFER

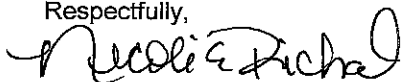
<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$2,688,337.84	\$7,578,937.32		35.47%	\$4,890,599.48
2023	\$8,380,434.70	\$8,434,262.28		99.36%	\$53,827.58
2022	\$7,517,833.58	\$7,539,792.61		99.71%	\$21,959.03
2021	\$6,782,657.26	\$6,797,352.90		99.78%	\$14,695.64
2020	\$6,731,913.66	\$6,740,808.04		99.87%	\$8,894.38
2019	\$6,789,815.79	\$6,794,154.01		99.94%	\$4,338.22
2018	\$6,591,303.99	\$6,594,054.86		99.96%	\$2,750.87
2017	\$5,244,803.04	\$5,247,741.28		99.94%	\$2,938.24
2016	\$4,663,855.05	\$4,667,417.83		99.92%	\$3,562.78
2015	\$3,870,199.56	\$3,872,452.45		99.94%	\$2,252.89
2014	\$3,669,726.89	\$3,676,873.52		99.81%	\$7,146.63

August Collections

2014-23 CITY MUN	\$3.65		\$2,031.64
2024 CITY MUN	\$16,977.17	\$39,840.67	\$22,758.01

Shown separately for information only. These amounts are incorporated in the totals above.

Respectfully,



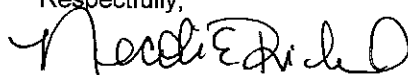
Necole E. Richard  
Tax Collector

REAL-PERSONAL  
TOWN OF LATTIMORE

VENDOR 8010

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$23,067.95		
2023	\$40.87		
2022			
2021			
2020			
2019			
2018			
2017			
2016			
2015			
2014			
			<u>ACCOUNT NOS.</u>
SUB TOTAL	\$23,108.82		
DISCOUNT	(\$121.95)		
INTEREST	\$1.20		
TOLERANCE	\$0.87		
SUBTOTAL	\$22,988.94		081.000.2.240.00
2% COLL FEE	(\$459.78)		010.413.4.540.00
TOTAL	\$22,529.16		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$23,627.80	\$36,646.14		64.48%	\$13,018.34
2023	\$40,226.27	\$40,657.24		98.94%	\$430.97
2022	\$40,011.40	\$40,304.96		99.27%	\$293.56
2021	\$40,154.67	\$40,177.61		99.94%	\$22.94
2020	\$33,087.97	\$33,110.97		99.93%	\$23.00
2019	\$33,024.61	\$33,046.64		99.93%	\$22.03
2018	\$32,494.01	\$32,516.04		99.93%	\$22.03
2017	\$30,952.48	\$31,010.85		99.81%	\$58.37
2016	\$31,561.52	\$31,583.55		99.93%	\$22.03
2015	\$33,201.44	\$33,208.85		99.98%	\$7.41
2014	\$33,877.20	\$33,884.61		99.98%	\$7.41

Respectfully,  
  
 Necole E. Richard  
 Tax Collector



REAL-PERSONAL

VENDOR 14350

CLEVELAND CO. SANITARY DISTRICT  
CLEVELAND COUNTY WATER

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2024
2024	\$512,787.51		
2023	\$1,221.49		
2022	\$305.54		
2021	\$204.38		
2020	\$136.29		
2019	\$105.90		
2018	\$133.86		
2017	\$54.95		
2016	\$22.19		
2015	\$17.29		
2014	\$9.35		

ACCOUNT NOS.

SUB TOTAL	\$514,998.75	
DISCOUNT	(\$2,655.56)	
INTEREST	\$474.87	
TOLERANCE	\$3.90	
SUBTOTAL	\$512,821.96	082.000.2.240.00
2% COLL FEE	(\$10,256.44)	010.413.4.540.00
TOTAL	\$502,565.52	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$523,202.00	\$934,855.56		55.97%	\$411,653.56
2023	\$988,985.95	\$1,010,920.74		97.83%	\$21,934.79
2022	\$976,171.04	\$989,117.05		98.69%	\$12,946.01
2021	\$977,749.87	\$980,961.41		99.67%	\$3,211.54
2020	\$868,288.18	\$870,015.81		99.80%	\$1,727.63
2019	\$823,818.87	\$829,168.74		99.35%	\$5,349.87
2018	\$753,115.48	\$755,936.77		99.63%	\$2,821.29
2017	\$735,581.78	\$737,040.02		99.80%	\$1,458.24
2016	\$731,982.08	\$732,677.51		99.91%	\$695.43
2015	\$730,131.13	\$730,749.24		99.92%	\$618.11
2014	\$715,410.17	\$715,959.00		99.92%	\$548.83

Respectfully,



Necole E. Richard  
 Tax Collector

**REAL-PERSONAL**  
**TOWN OF KINGSTOWN**

VENDOR 7865

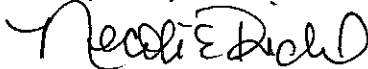
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$31,695.68		
2023	\$731.52		
2022	\$118.23		
2021	\$35.69		
2020			
2019			
2018			
2017			
2016			
2015			
2014			

ACCOUNT NOS.

SUB TOTAL	<u>\$32,581.12</u>	
DISCOUNT	(\$162.80)	
INTEREST	\$212.88	
TOLERANCE	<u>\$1.32</u>	
SUBTOTAL	\$32,632.52	083.000.2.240.00
2% COLL FEE	<u>(\$652.65)</u>	010.413.4.540.00
TOTAL	\$31,979.87	10.000.1.203.00
		WIRE TRANSFER

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED UNCOLLECTED</u>	
	<u>08/31/24</u>				
2024	\$33,009.57	\$88,941.56	37.11%	\$55,931.99	
2023	\$84,976.38	\$93,935.19	90.46%	\$8,958.81	
2022	\$87,568.45	\$91,020.85	96.21%	\$3,452.40	
2021	\$87,211.44	\$89,015.54	97.97%	\$1,804.10	
2020	\$71,847.00	\$72,423.95	99.20%	\$576.95	
2019	\$71,246.31	\$71,761.54	99.28%	\$515.23	
2018	\$71,090.31	\$71,430.30	99.52%	\$339.99	
2017	\$51,848.85	\$51,928.14	99.85%	\$79.29	
2016	\$52,106.25	\$52,117.89	99.98%	\$11.64	
2015	\$67,606.44	\$67,620.03	99.98%	\$13.59	
2014	\$68,224.58	\$68,254.96	99.96%	\$30.38	

Respectfully,



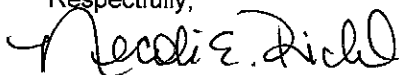
Necole E. Richard  
Tax Collector

VENDOR 5120

REAL-PERSONAL  
TOWN OF FALLSTON

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$11,989.99		
2023	\$121.97		
2022			
2021			
2020			
2019			
2018			
2017			
2016			
2015			
2014			
<u>ACCOUNT NOS.</u>			
SUB TOTAL	\$12,111.96		
DISCOUNT	(\$63.47)		
INTEREST	\$10.57		
TOLERANCE	\$0.13		
SUBTOTAL	\$12,059.19		084.000.2.240.00
2% COLL FEE	(\$241.18)		010.413.4.540.00
TOTAL	\$11,818.01		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$12,103.02	\$22,268.20		54.35%	\$10,165.18
2023	\$23,483.44	\$24,296.41		96.65%	\$812.97
2022	\$23,543.33	\$24,029.32		97.98%	\$485.99
2021	\$22,416.23	\$22,684.06		98.82%	\$267.83
2020	\$18,787.92	\$19,064.30		98.55%	\$276.38
2019	\$18,862.67	\$18,880.39		99.91%	\$17.72
2018	\$18,928.63	\$18,932.85		99.98%	\$4.22
2017	\$18,502.85	\$18,509.14		99.97%	\$6.29
2016	\$18,528.21	\$18,533.75		99.97%	\$5.54
2015	\$20,213.87	\$20,316.31		99.50%	\$102.44
2014	\$18,704.76	\$18,794.58		99.52%	\$89.82

Respectfully,  
  
 Necole E. Richard  
 Tax Collector

REAL-PERSONAL  
TOWN OF EARL

VENDOR 4640

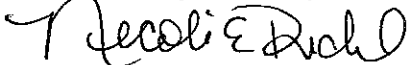
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$11,617.45		
2023	\$17.68		
2022			
2021			
2020			
2019			
2018			
2017			
2016			
2015			
2014			

ACCOUNT NOS.

SUB TOTAL	<u>\$11,635.13</u>	
DISCOUNT	(\$59.88)	
INTEREST	\$2.23	
TOLERANCE	<u>\$0.05</u>	
SUBTOTAL	\$11,577.53	085.000.2.240.00
2% COLL FEE	<u>(\$231.55)</u>	010.413.4.540.00
TOTAL	\$11,345.98	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$12,336.65	\$21,145.76	58.34%	\$8,809.11	
2023	\$21,161.70	\$21,563.42	98.14%	\$401.72	
2022	\$20,201.90	\$20,302.52	99.50%	\$100.62	
2021	\$19,966.47	\$20,078.86	99.44%	\$112.39	
2020	\$16,934.86	\$16,973.40	99.77%	\$38.54	
2019	\$16,867.83	\$16,891.52	99.86%	\$23.69	
2018	\$16,514.25	\$16,537.94	99.86%	\$23.69	
2017	\$15,193.64	\$15,216.00	99.85%	\$22.36	
2016	\$14,769.23	\$14,780.51	99.92%	\$11.28	
2015	\$14,706.47	\$14,728.00	99.85%	\$21.53	
2014	\$14,932.18	\$14,953.71	99.86%	\$21.53	

Respectfully,



Necole E. Richard  
Tax Collector

REAL-PERSONAL  
TOWN OF POLKVILLE

VENDOR 11240

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2024
2024	\$11,119.35		
2023			
2022			
2021			
2020			
2019			
2018			
2017			
2016			
2015			
2014			

ACCOUNT NOS.

SUB TOTAL	\$11,119.35	
DISCOUNT	(\$59.56)	
INTEREST		
TOLERANCE	\$0.54	
SUBTOTAL	\$11,060.33	086.000.2.240.00
2% COLL FEE	(\$221.21)	010.413.4.540.00
TOTAL	\$10,839.12	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$11,658.55	\$25,056.48	46.53%	\$13,397.93	
2023	\$15,797.61	\$15,833.73	99.77%	\$36.12	
2022	\$15,607.51	\$15,636.26	99.82%	\$28.75	
2021	\$15,319.48	\$15,332.47	99.92%	\$12.99	
2020	\$12,592.81	\$12,616.07	99.82%	\$23.26	
2019	\$12,477.28	\$12,479.74	99.98%	\$2.46	
2018	\$12,299.76	\$12,302.07	99.98%	\$2.31	
2017	\$12,049.94	\$12,052.25	99.98%	\$2.31	
2016	\$11,806.76	\$11,813.19	99.95%	\$6.43	
2015	\$12,055.19	\$12,061.74	99.95%	\$6.55	
2014	\$11,598.09	\$11,604.64	99.94%	\$6.55	

Respectfully,



Necole E. Richard  
Tax Collector

**REAL-PERSONAL**  
**TOWN OF LAWDALE**

VENDOR 8060

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$27,988.91		
2023	\$112.46		
2022	\$57.15		
2021			
2020	\$31.71		
2019			
2018			
2017			
2016			
2015			
2014			
<u>ACCOUNT NOS.</u>			
SUB TOTAL	\$28,190.23		
DISCOUNT	(\$150.31)		
INTEREST	\$11.67		
TOLERANCE	\$0.11		
SUBTOTAL	\$28,051.70		087.000.2.240.00
2% COLL FEE	(\$561.03)		010.413.4.540.00
TOTAL	\$27,490.67		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$28,300.28	\$65,793.88	43.01%	\$37,493.60	
2023	\$68,500.76	\$72,422.82	94.58%	\$3,922.06	
2022	\$70,363.28	\$72,468.22	97.10%	\$2,104.94	
2021	\$70,231.40	\$71,436.46	98.31%	\$1,205.06	
2020	\$64,051.54	\$64,658.36	99.06%	\$606.82	
2019	\$64,640.35	\$65,230.89	99.09%	\$590.54	
2018	\$43,224.91	\$43,592.04	99.16%	\$367.13	
2017	\$43,066.38	\$43,433.51	99.15%	\$367.13	
2016	\$42,259.28	\$42,482.11	99.48%	\$222.83	
2015	\$45,765.42	\$46,009.12	99.47%	\$243.70	
2014	\$44,460.28	\$44,697.65	99.47%	\$237.37	

Respectfully,



Necole E. Richard  
Tax Collector

VENDOR 2330 REAL-PERSONAL  
TOWN OF CASAR

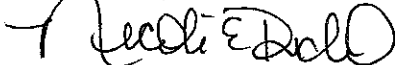
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2024
2024	\$4,879.32		
2023	\$10.86		
2022			
2021			
2020			
2019			
2018			
2017			
2016			
2015			
2014			

ACCOUNT NOS.

SUB TOTAL	<u>\$4,890.18</u>	
DISCOUNT	(\$26.52)	
INTEREST		
TOLERANCE		
SUBTOTAL	<u>\$4,863.66</u>	088.000.2.240.00
2% COLL FEE	(\$97.27)	010.413.4.540.00
TOTAL	<u>\$4,766.39</u>	

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$5,054.09	\$13,424.49		37.65%	\$8,370.40
2023	\$6,971.26	\$7,172.30		97.20%	\$201.04
2022	\$7,087.10	\$7,177.42		98.74%	\$90.32
2021	\$7,050.71	\$7,075.11		99.66%	\$24.40
2020	\$6,164.62	\$6,169.99		99.91%	\$5.37
2019	\$5,869.93	\$5,883.70		99.77%	\$13.77
2018	\$5,683.41	\$5,683.96		99.99%	\$0.55
2017	\$5,757.74	\$5,758.29		99.99%	\$0.55
2016	\$5,683.20	\$5,683.32		100.00%	\$0.12
2015	\$5,553.43	\$5,555.64		99.96%	\$2.21
2014	\$5,581.71	\$5,583.97		99.96%	\$2.26

Respectfully,



Necole E. Richard  
Tax Collector

VENDOR 14630

REAL-PERSONAL  
TOWN OF WACO

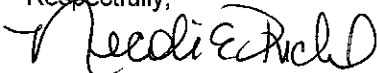
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$14,198.80		
2023	\$45.62		
2022	\$26.44		
2021			
2020	\$3.81		
2019			
2018			
2017			
2016			
2015			
2014			

ACCOUNT NOS.

SUB TOTAL	\$14,274.67	
DISCOUNT	(\$72.60)	
INTEREST	\$4.47	
TOLERANCE	\$0.51	
SUBTOTAL	\$14,207.05	089.000.2.240.00
2% COLL FE	(\$284.14)	010.413.4.540.00
TOTAL	\$13,922.91	

<u>TAXES COLLECTED THRU</u>				
<u>YEAR</u>	<u>08/31/24</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2024	\$15,336.59	\$32,622.86	47.01%	\$17,286.27
2023	\$32,390.24	\$34,054.36	95.11%	\$1,664.12
2022	\$33,712.85	\$33,874.44	99.52%	\$161.59
2021	\$32,338.37	\$32,478.70	99.57%	\$140.33
2020	\$25,715.31	\$25,790.86	99.71%	\$75.55
2019	\$25,471.62	\$25,517.05	99.82%	\$45.43
2018	\$24,714.76	\$24,761.93	99.81%	\$47.17
2017	\$24,774.25	\$24,832.06	99.77%	\$57.81
2016	\$24,291.47	\$24,371.21	99.67%	\$79.74
2015	\$23,857.19	\$23,953.46	99.60%	\$96.27
2014	\$28,910.85	\$29,075.06	99.44%	\$164.21

Respectfully,



Necole E. Richard  
Tax Collector



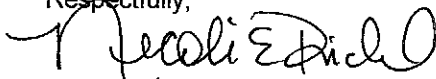
REAL-PERSONAL  
TOWN OF PATTERSON SPRINGS

VENDOR 10910

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
<u>DEF REV</u>			<u>2024</u>
2024	\$17,998.42		
2023			
2022	\$25.60		
2021	\$27.32		
2020			
2019			
2018			
2017			
2016			
2015			
2014			
<u>ACCOUNT NOS.</u>			
SUB TOTAL	\$18,051.34		
DISCOUNT	(\$92.63)		
INTEREST	\$13.10		
TOLERANCE	\$0.04		
SUBTOTAL	\$17,971.85		091.000.2.240.00
2% COLL FEE	(\$359.44)		010.413.4.540.00
TOTAL	\$17,612.41		

<u>YEAR</u>	<u>TAXES COLLECTED THRU</u>		<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
	<u>08/31/24</u>				
2024	\$18,996.82	\$35,772.94	53.10%	\$16,776.12	
2023	\$36,652.47	\$37,040.35	98.95%	\$387.88	
2022	\$39,060.66	\$39,309.35	99.37%	\$248.69	
2021	\$36,040.10	\$36,089.13	99.86%	\$49.03	
2020	\$31,381.85	\$31,414.05	99.90%	\$32.20	
2019	\$31,354.63	\$31,401.35	99.85%	\$46.72	
2018	\$30,558.21	\$30,586.51	99.91%	\$28.30	
2017	\$30,059.63	\$30,082.46	99.92%	\$22.83	
2016	\$0.00	\$0.00	#DIV/0!	\$0.00	
2015	\$0.00	\$0.00	#DIV/0!	\$0.00	
2014	\$0.00	\$0.00	#DIV/0!	\$0.00	

Respectfully,



Necole E. Richard  
Tax Collector

**REAL-PERSONAL**  
**TOWN OF BELWOOD**

VENDOR 1180

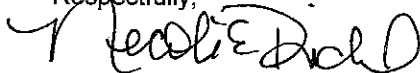
<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2024
2024	\$11,738.57		
2023	\$31.00		
2022	\$33.04		
2021	\$8.56		
2020			
2019			
2018			
2017			
2016			
2015			
2014			

ACCOUNT NOS.

SUB TOTAL	\$11,811.17	
DISCOUNT	(\$62.48)	
INTEREST	\$9.04	
TOLERANCE	\$0.12	
TOTAL	\$11,757.85	092.000.2.240.00
2% COLL FEE	(\$235.16)	010.413.4.540.00
TOTAL	\$11,522.69	

TAXES COLLECTED THRU				
<u>YEAR</u>	<u>08/31/24</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2024	\$11,886.08	\$29,924.05	39.72%	\$18,037.97
2023	\$31,211.57	\$32,375.67	96.40%	\$1,164.10
2022	\$31,052.78	\$31,658.87	98.09%	\$606.09
2021	\$30,012.42	\$30,094.82	99.73%	\$82.40
2020	\$25,933.62	\$25,963.02	99.89%	\$29.40
2019	\$24,536.24	\$24,557.56	99.91%	\$21.32
2018	\$23,059.91	\$23,123.29	99.73%	\$63.38
2017	\$0.00	\$0.00	#DIV/0!	\$0.00
2016	\$0.00	\$0.00	#DIV/0!	\$0.00
2015	\$0.00	\$0.00	#DIV/0!	\$0.00
2014	\$0.00	\$0.00	#DIV/0!	\$0.00

Respectfully,



Necole E. Richard  
Tax Collector

**REAL-PERSONAL**  
**LAWNDALE MUNICIPAL FIRE**

VENDOR 8060

<u>YEAR</u>	<u>TAXES COLLECTED</u>	<u>MONTH OF</u>	<u>AUGUST</u>
DEF REV			2024
2024	\$7,106.48		
2023			
2022			
2021			
2020			
2019			
2018			
2017			
2016			
2015			
2014			

ACCOUNT NOS.

SUB TOTAL	<u>\$7,106.48</u>	
DISCOUNT	(\$38.70)	
INTEREST		
TOLERANCE	<u>\$0.04</u>	
TOTAL	\$7,067.82	097.000.2.240.00
2% COLL FEE	<u>(\$141.36)</u>	010.413.4.540.00
TOTAL	\$6,926.46	

TAXES COLLECTED THRU

<u>YEAR</u>	<u>08/31/24</u>	<u>LEVY</u>	<u>% COLLECTED</u>	<u>UNCOLLECTED</u>
2024	\$7,224.78	\$16,687.45	43.29%	\$9,462.67
2023	\$0.00	\$0.00	#DIV/0!	\$0.00
2022	\$0.00	\$0.00	#DIV/0!	\$0.00
2021	\$0.00	\$0.00	#DIV/0!	\$0.00
2020	\$0.00	\$0.00	#DIV/0!	\$0.00
2019	\$0.00	\$0.00	#DIV/0!	\$0.00
2018	\$0.00	\$0.00	#DIV/0!	\$0.00
2017	\$0.00	\$0.00	#DIV/0!	\$0.00
2016	\$0.00	\$0.00	#DIV/0!	\$0.00
2015	\$0.00	\$0.00	#DIV/0!	\$0.00
2014	\$0.00	\$0.00	#DIV/0!	\$0.00

Respectfully,



Necole E. Richard  
Tax Collector

**GAP BILLS TOTAL TAXES COLLECTED AUGUST 2024**

DEF REV	\$0.00
2024	\$13,715.44
2023	\$1,723.93
2022	\$899.83
2021	\$977.42
2020	\$180.45
2019	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00
2014	\$0.00

TOTAL	<u>\$17,497.07</u>
FEES	\$842.33
INTEREST	\$478.62
TOLERANCE	<u>(\$2.08)</u>
TOTAL	\$18,815.94

DEF REV	\$0.00
TOLERANCE	\$0.00
INTEREST	\$0.00
TOTAL DEF	<u>\$0.00</u>
GRAND TOTAL	\$18,815.94

**TOTAL TAXES UNCOLLECTED AUGUST 2024**

2024	\$301,784.66
2023	\$123,842.44
2022	\$91,694.20
2021	\$58,442.92
2020	\$31,718.59
2019	\$0.00
2018	\$0.00
2017	\$0.00
2016	\$0.00
2015	\$0.00
2014	\$0.00

TOTAL \$607,482.81

DEF REV	<u>\$0.00</u>
TOTAL	\$607,482.81

Percentage	Real Property				
Revenue	Unit: 010				
	2024-2025	2023-2024	2022-2023	2021-2022	2020-2021
July	1.04%	0.64%	1.22%	1.90%	2.29%
August	50.45%	53.68%	58.88%	52.70%	51.81%
September		51.74%	57.08%	57.95%	56.63%
October		54.15%	59.60%	60.75%	59.44%
November		56.85%	62.43%	63.75%	57.87%
December		75.34%	76.89%	76.38%	77.04%
January		94.37%	94.21%	94.36%	94.54%
February		96.38%	96.45%	96.34%	96.46%
March		97.28%	97.36%	97.64%	97.66%
April		97.73%	97.67%	98.13%	98.10%
May		98.06%	97.98%	98.33%	98.30%
June		98.23%	98.22%	98.58%	98.57%

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**August 2024 Abatements and Supplements**

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**Department:** Tax Administration

**Agenda Title:** August 2024 Abatements and Supplements

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> abate_supp_report__aug_2024.pdf	082024 Abate and Suppl

ABATEMENTS & SUPPLEMENTS

MONTH OF AUGUST 2024-2025

DISTRICT	FUND		2025	2024
<u>COUNTY GENERAL</u>	<u>10</u>	ABATEMENTS		(37,117.73)
		SUPPLEMENTS		9,977.84
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		(398.81)
<u>CONSOLIDATED SCHOOL</u>	<u>20</u>	ABATEMENTS		(9,491.18)
		SUPPLEMENTS		2,551.84
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		(101.98)
<u>COUNTY FIRE</u>	<u>28</u>	ABATEMENTS		(426.37)
		SUPPLEMENTS		992.14
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		(40.43)
<u>COUNTY SCHOOLS</u>	<u>71</u>	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
<u>SHELBY SCHOOLS</u>	<u>72</u>	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
<u>KINGS MTN SCHOOLS</u>	<u>73</u>	ABATEMENTS		
		SUPPLEMENTS		

		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
<b><u>FALLSTON FIRE</u></b>	<b><u>74</u></b>	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
<b><u>LATTIMORE FIRE</u></b>	<b><u>75</u></b>	ABATEMENTS		<b>(178.41)</b>
		SUPPLEMENTS		<b>41.37</b>
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
<b><u>RIPPY FIRE</u></b>	<b><u>76</u></b>	ABATEMENTS		<b>(8.83)</b>
		SUPPLEMENTS		<b>4.41</b>
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
<b>TOTAL ABATEMENTS</b>	<b>10-76</b>		<b>0.00</b>	<b>(47,222.52)</b>
<b>TOTAL SUPPLEMENTS</b>	<b>10-76</b>		<b>0.00</b>	<b>13,567.60</b>
<b>TOTAL HB ABATEMENTS</b>	<b>10-76</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL HB SUPPLEMENTS</b>	<b>10-76</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL GAP ABATEMENTS</b>	<b>10-76</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL GAP SUPPLEMENTS</b>	<b>10-76</b>		<b>0.00</b>	<b>(541.22)</b>
<b><u>CITY OF SHELBY</u></b>	<b><u>77</u></b>	ABATEMENTS		<b>(7,183.36)</b>
		SUPPLEMENTS		<b>3,276.53</b>
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		<b>(137.89)</b>
<b>TOTAL ABATEMENTS</b>	<b>77</b>		<b>0.00</b>	<b>(7,183.36)</b>
<b>TOTAL SUPPLEMENTS</b>	<b>77</b>		<b>0.00</b>	<b>3,138.64</b>



<b><u>TOWN OF BOILING SPRGS</u></b>	<b><u>78</u></b>	ABATEMENTS		<b>(8,810.42)</b>
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
<b>TOTAL ABATEMENTS</b>	<b>78</b>		<b>0.00</b>	<b>(8,810.42)</b>
<b>TOTAL SUPPLEMENTS</b>	<b>78</b>		<b>0.00</b>	<b>0.00</b>
<b><u>TOWN OF GROVER</u></b>	<b><u>79</u></b>	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
<b>TOTAL ABATEMENTS</b>	<b>79</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL SUPPLEMENTS</b>	<b>79</b>		<b>0.00</b>	<b>0.00</b>
<b><u>CITY OF KINGS MOUNTAIN</u></b>	<b><u>80</u></b>	ABATEMENTS		<b>(12,638.19)</b>
		SUPPLEMENTS		<b>12.39</b>
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
<b>TOTAL ABATEMENTS</b>	<b>80</b>		<b>0.00</b>	<b>(12,638.19)</b>
<b>TOTAL SUPPLEMENTS</b>	<b>80</b>		<b>0.00</b>	<b>12.39</b>
<b><u>TOWN OF LATTIMORE</u></b>	<b><u>81</u></b>	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
<b>TOTAL ABATEMENTS</b>	<b>81</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL SUPPLEMENTS</b>	<b>81</b>		<b>0.00</b>	<b>0.00</b>
<b><u>UPPER CLEVE WATER DIST</u></b>	<b><u>82</u></b>	ABATEMENTS		<b>(136.64)</b>
		SUPPLEMENTS		<b>220.10</b>
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		<b>(9.24)</b>

TOTAL ABATEMENTS	82		0.00	(136.64)
TOTAL SUPPLEMENTS	82		0.00	210.86
<u>TOWN OF KINGSTOWN</u>	<u>83</u>	ABATEMENTS		(21.93)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
TOTAL ABATEMENTS	83		0.00	(21.93)
TOTAL SUPPLEMENTS	83		0.00	0.00
<u>TOWN OF FALLSTON</u>	<u>84</u>	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
TOTAL ABATEMENTS	84		0.00	0.00
TOTAL SUPPLEMENTS	84		0.00	0.00
<u>TOWN OF EARL</u>	<u>85</u>	ABATEMENTS		
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
TOTAL ABATEMENTS	85		0.00	0.00
TOTAL SUPPLEMENTS	85		0.00	0.00
<u>TOWN OF POLKVILLE</u>	<u>86</u>	ABATEMENTS		(0.56)
		SUPPLEMENTS		
		HB ABATEMENTS		
		HB SUPPLEMENTS		
		GAP ABATEMENTS		
		GAP SUPPLEMENTS		
TOTAL ABATEMENTS	86		0.00	(0.56)
TOTAL SUPPLEMENTS	86		0.00	0.00
<u>TOWN OF LAWNSDALE</u>	<u>87</u>	ABATEMENTS		(2,379.22)
		SUPPLEMENTS		
		HB ABATEMENTS		

		<b>HB SUPPLEMENTS</b>		
		<b>GAP ABATEMENTS</b>		
		<b>GAP SUPPLEMENTS</b>		
<b>TOTAL ABATEMENTS</b>	<b>87</b>		<b>0.00</b>	<b>(2,379.22)</b>
<b>TOTAL SUPPLEMENTS</b>	<b>87</b>		<b>0.00</b>	<b>0.00</b>
<b><u>TOWN OF CASAR</u></b>	<b><u>88</u></b>	<b>ABATEMENTS</b>		
		<b>SUPPLEMENTS</b>		
		<b>HB ABATEMENTS</b>		
		<b>HB SUPPLEMENTS</b>		
		<b>GAP ABATEMENTS</b>		
		<b>GAP SUPPLEMENTS</b>		
<b>TOTAL ABATEMENTS</b>	<b>88</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL SUPPLEMENTS</b>	<b>88</b>		<b>0.00</b>	<b>0.00</b>
<b><u>TOWN OF WACO</u></b>	<b><u>89</u></b>	<b>ABATEMENTS</b>		
		<b>SUPPLEMENTS</b>		
		<b>HB ABATEMENTS</b>		
		<b>HB SUPPLEMENTS</b>		
		<b>GAP ABATEMENTS</b>		
		<b>GAP SUPPLEMENTS</b>		
<b>TOTAL ABATEMENTS</b>	<b>89</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL SUPPLEMENTS</b>	<b>89</b>		<b>0.00</b>	<b>0.00</b>
<b><u>TOWN OF PATTERSON SPRGS</u></b>	<b><u>91</u></b>	<b>ABATEMENTS</b>		
		<b>SUPPLEMENTS</b>		
		<b>HB ABATEMENTS</b>		
		<b>HB SUPPLEMENTS</b>		
		<b>GAP ABATEMENTS</b>		
		<b>GAP SUPPLEMENTS</b>		
<b>TOTAL ABATEMENTS</b>	<b>91</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL SUPPLEMENTS</b>	<b>91</b>		<b>0.00</b>	<b>0.00</b>
<b>TOWN OF BELWOOD</b>	<b>92</b>	<b>ABATEMENTS</b>		<b>41.06</b>
		<b>SUPPLEMENTS</b>		
		<b>HB ABATEMENTS</b>		
		<b>HB SUPPLEMENTS</b>		
		<b>GAP ABATEMENTS</b>		
		<b>GAP SUPPLEMENTS</b>		
<b>TOTAL ABATEMENTS</b>	<b>92</b>		<b>0.00</b>	<b>41.06</b>
<b>TOTAL SUPPLEMENTS</b>	<b>92</b>		<b>0.00</b>	<b>0.00</b>

<b><u>S/W COLLECTIONS</u></b>	<b><u>54</u></b>	<b>ABATEMENTS</b>		<b>(440.93)</b>
		<b>SUPPLEMENTS</b>		<b>504.88</b>
		<b>HB ABATEMENTS</b>		
		<b>HB SUPPLEMENTS</b>		
		<b>GAP ABATEMENTS</b>		
		<b>GAP SUPPLEMENTS</b>		
<b>TOTAL ABATEMENTS</b>	<b>54</b>		<b>0.00</b>	<b>(440.93)</b>
<b>TOTAL SUPPLEMENTS</b>	<b>54</b>		<b>0.00</b>	<b>504.88</b>
<b>TOTAL REG ABATEMENTS</b>	<b>10-92</b>		<b>0.00</b>	<b>(78,792.71)</b>
<b>TOTAL REG SUPPLEMENTS</b>	<b>10-92</b>		<b>0.00</b>	<b>17,581.50</b>
<b>TOTAL HB ABATEMENTS</b>	<b>10-92</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL HB SUPPLEMENTS</b>	<b>10-92</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL GAP ABATEMENTS</b>	<b>10-92</b>		<b>0.00</b>	<b>0.00</b>
<b>TOTAL GAP SUPPLEMENTS</b>	<b>10-92</b>		<b>0.00</b>	<b>(688.35)</b>
<b>PAGE TOTALS</b>	<b>10-92</b>	<b>ABATEMENTS</b>	<b>0.00</b>	<b>(78,792.71)</b>
<b>PAGE TOTALS</b>	<b>10-92</b>	<b>SUPPLEMENTS</b>	<b>0.00</b>	<b>16,893.15</b>
<b>MONTHLY GRAND TOTAL</b>		<b>ABATEMENTS</b>	<b>(80,502.26)</b>	
<b>MONTHLY GRAND TOTAL</b>		<b>SUPPLEMENTS</b>	<b>16,893.15</b>	

**SHERRY LAVENDER  
TAX ASSESSOR**







<b>(17.57)</b>	<b>(9.78)</b>	<b>(7.89)</b>	<b>(6.92)</b>	<b>(6.92)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>





<b>40.19</b>								
<b>40.19</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>(430.58)</b>	<b>(390.66)</b>	<b>(315.93)</b>	<b>(286.19)</b>	<b>(286.19)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>(430.58)</b>	<b>(390.66)</b>	<b>(315.93)</b>	<b>(286.19)</b>	<b>(286.19)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>









<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>





**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Late Applications for Exemption / Exclusion / Deferral**

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**Department:** Tax Administration

**Agenda Title:** Late Applications for Exemption / Exclusion / Deferral

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

	<b>File Name</b>	<b>Description</b>
<input type="checkbox"/>	Late_Applications_091724.pdf	Late Applications

STAFF REPORT

To: County Commissioners Meeting Date: September 17, 2024  
Via: David Cotton, County Manager  
From: Sherry Lavender, Tax Administrator  
Subject: Late Applications for Exemption / Exclusion / Deferral

Summary Statement: Approve or deny late applications.

Review: Per N.C.G.S. 105-282.1 every owner of property claiming exemption or exclusion from property taxes under the provisions of this Subchapter has the burden of establishing that the property is entitled to it.

Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the statutory deadlines may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate.

This matter is submitted for consideration as a Consent Agenda item at the County Commissioner's Board meeting scheduled for September 17, 2024.

Fiscal Impact: Estimated \$ 12,269.78

Recommendation: Approve application. Property qualifies for the exclusion or exemption requested other than being untimely filed with the Assessor's Office.

Attachment:  
(1) Roster of Applicants



**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Budget Transfer Summary**

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**Department:** Finance Department  
**Agenda Title:** Budget Transfer Summary  
**Agenda Summary:**  
**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> 9.17.24_Comm_Mtg_Budget_Summary.pdf	Budget Transfer Summary

County of Cleveland, North Carolina  
 Manager's Budget Summary  
 Presented at the September 17, 2024 Board Meeting  
 Time Period Covered : 7/26/2024 thru 8/28/2024  
 For Fiscal Year Ending June 30, 2025

BUDGET TRANSFERS LEGEND: D = DEPARTMENTAL; L = LATERAL

BUD #	BUDGET TYPE	DATE SUBMITTED BY DEPT	DEPT #	DEPT TO NAME	DEPT #	DEPT FROM NAME	EXPLANATION	BUDGET AMOUNT
2087	D	7/26/2024	010.491	Planning/Zoning			Move funds to cover maint contracts	\$ 197.00
2088	D	7/26/2024	010.446	EMS			Move funds to cover ballistic vests	\$ 54,000.00
2089	D	7/29/2024	040.210	Cap Proj-General			Move funds to cover Office365 licenses/Maint Agrmt	\$ 172,501.00
2090	D	8/1/2024	010.449	Electronic Maint			Move funds to cover Spectrum increase	\$ 162.00
2091	L	8/12/2024	010.604	Clev Comm College	010.440	SRO	Tfr funds to appropriate fund account for CCC SRO	\$ 90,000.00
2092	D	8/12/2024	010.542	Animal Services			Move funds to cover maint contracts	\$ 11,977.00
2093	D	8/14/2024	026.454	E911			Move funds to cover maint contracts	\$ 28,768.00
2094		NOT USED						
2095	D	8/20/2024	010.449	Electronic Maint			Move funds to cover mini splits for COB phone room	\$ 2,000.00
2096	D	8/20/2024	012.530	Health Admin			Move funds to cover contracted services	\$ 15,000.00
2097	D	8/22/2024	027.434	ARPA			Move funds to appropriate grant expense line	\$ 293,682.00
2098	D	8/22/2024	27.434	ARPA			Move funds to appropriate account for Charter Comm	\$ 700,000.00
2099	D	8/27/2024	010.444	Detention Center			Move funds to cover awards/appreciation	\$ 1,000.00
2100	D	8/28/2024	054.473	SW Landfill			Move funds to cover Sisk Grading Servs	\$ 300,000.00

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Foothills Public Shooting Complex: Budget Amendment (BNA#004)**

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**Department:** Foothills Public Shooting Complex

**Agenda Title:** Budget Amendment (BNA#004)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA004_9.17.24.pdf	Public Shooting Complex Budget Amendment BNA#004

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 004

SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:

September 17, 2024

SIGNATURES:

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: Public Shooting Complex  
DATE: 8/7/2024

  
\_\_\_\_\_  
Finance Officer  
  
\_\_\_\_\_  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
<u>010.470.4.991.00</u>		<u>Public Shooting Complex</u>	<u>Fund Balance Appropriated</u>	<u>\$ 70,000.00</u>	
<u>010.470.5.700.00</u>		<u>Public Shooting Complex</u>	<u>Grants</u>	<u>\$ 70,000.00</u>	

Explanation of Revisions: Budget NC Schools Go Outside Grant thru NC Outdoor Heritage Advisory Council. Commissioners accepted the grant funds @ the March 19, 2024 meeting. Funds were initially rec'd back on 6/12/23 R44263 but were never accepted @ that time due to not being finalized on the use of the funds. BNA was not completed with the grant acceptance.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY COMMISSIONERS' MEETING ON \_\_\_\_\_ (Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the Board

**RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Brittain@clevelandcountync.gov](mailto:Tonya.Brittain@clevelandcountync.gov)**

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_

CLEVELAND COUNTY

KF3112

DUPLICATE CASH RECEIPT

16:00:33 06 AUG 2024

-----  
Receipt Number 44263 Deposit Number -  
Date 06/12/2023  
Payer STATE OF NC  
Description Foothills GOGRANT050823  
Type Check # 617083  
Cash Account 010-000-1-130-01  
Amount 70,000.00

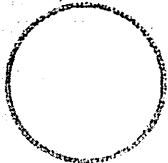
=====

010-470-4-350-00 STATE GOVERNMENT GRANTS	R	70,000.00
FOOTHILLS GOGRANT050823		

TOTAL RECEIPTS 70,000.00



VOID IF SEEN ON THE REVERSE OF THIS DOCUMENT. THIS PRINTED IN THE STATE OF NORTH CAROLINA. IF YOU HAVE A LINK TO A COPY OF THIS CHECK, PLEASE PRINT IT IN THE STATE OF NORTH CAROLINA. IF YOU HAVE A LINK TO A COPY OF THIS CHECK, PLEASE PRINT IT IN THE STATE OF NORTH CAROLINA.



STATE OF NORTH CAROLINA  
WILDLIFE RESOURCES COMMISSION  
1702 MAIL SERVICE CENTER  
RALEIGH, NORTH CAROLINA 27699-1702

66-1059  
531 NO. 617083

Payable at Par Through Federal Reserve System  
State Treasurer, Raleigh, NC

Void After One Year

PAY ENTITY  
17PT

Date  
05/10/23

AMOUNT  
\$70,000.00

PAY Seventy thousand and 00/100 dollars

TO THE ORDER OF

FOOTHILLS PUBLIC SHOOTING  
COMPLEX OF CLEVELAND COUNTY NC  
PO BOX 1210  
SHELBY NC 28151-1210

*Ameron Ingram*  
AUTHORIZED SIGNATURE



⑈0006 67083⑈ ⑆053 610594⑆ 200000080⑈

17PT

VENDORS: E-PAYMENTS AVAILABLE  
Go to [www.osc.state.nc.us/vendorepayform](http://www.osc.state.nc.us/vendorepayform)  
STATE OF NC - Wildlife Resources

NO. 617083

DATE	INVOICE/CREDIT MEMO	TYPE	DESCRIPTION	INVOICE AMOUNT	DEDUCTIONS OR DISCOUNT	NET AMOUNT
05/08/23	GOGRANT050823		051023-0788	\$70,000.00		\$70,000.00
	FOOTHILLS PUBLIC SHOOTING COMPLEX (#P38)					
TOTALS				\$70,000.00	\$0.00	\$70,000.00

010 47204 350 00  
per Tange  
41263





**N.C. Outdoor Heritage  
Advisory Council**

1751 Varsity Drive  
1715 Mail Service Center  
Raleigh, NC 27699-1715  
[gooutside.nc.gov](http://gooutside.nc.gov)  
919-707-4030

---

May 11, 2023

Commissioner Johnny Hutchins  
Foothills Public Shooting Complex  
PO Box 1210  
Shelby, NC 28151

Dear Commissioner Hutchins,

Once again, we want to congratulate you on your North Carolina Schools Go Outside Grant. We commend you for taking the initiative to educate today's youth for generations to come. Our council, the North Carolina Outdoor Heritage Advisory Council, was established so that all youth in our state will have the opportunity to go explore the great outdoors.

We know that many will enjoy this opportunity to experience Metal Madness and other youth shooting sports. Thank you for applying and we look forward to hearing all about their experience.

Warm regards,

Justin P. Burr  
Executive Director  
North Carolina Outdoor Heritage Advisory Council



**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Register of Deeds: Budget Amendment (BNA#005)**

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**Department:** Register of Deeds

**Agenda Title:** Budget Amendment (BNA#005)

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

	<b>File Name</b>	<b>Description</b>
<input type="checkbox"/>	BNA005_9.17.24.pdf	Register of Deeds Budget Amendment BNA#005

BUDGET NEW - ORDINANCE AMENDMENT

005  
BNA # \_\_\_\_\_

SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:

September 17, 2024

SIGNATURES:

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: Register of Deeds  
DATE: 8/7/2024

  
\_\_\_\_\_  
Finance Officer  
Betsy S Harnage  
\_\_\_\_\_  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.419.4.350.00		Register of Deeds	State Grants	\$ 2,714.00	
010.419.5.700.00		Register of Deeds	Grants	\$ 2,714.00	

Explanation of Revisions: Budget NC OSBM Grant Contract#2015RD to be used for the preservation of historic records and files

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY  
COMMISSIONERS' MEETING ON \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the Board

**RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Brittain@clevelandcountync.gov](mailto:Tonya.Brittain@clevelandcountync.gov)**

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_

## North Carolina Office of State Budget and Management

Contract # 2015RD

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Cleveland County  
(the "RECIPIENT") (referred to collectively as the "Parties").

### 1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2024, through June 30, 2026. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

### 2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134, Section 24.6, as amended by S.L. 2024-1.

The RECIPIENT understands and acknowledges that the second round of funding available under this agreement will not exceed \$2,714.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

- a. Internal Revenue Service W-9 form (includes address, Tax ID)
- b. Electronic Payment Form & Supporting Document (if required)

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 24.6, as amended by S.L. 2024-1.

The RECIPIENT shall ensure:

- a. RECIPIENT shall use grant funds for the preservation of historic records and files. Allowable uses of the funds include, but are not limited to, document restoration, reparation, deacidification, and placement in protected archival binders.
- b. Funds may be used for document digitization only if the original documents will continue to be maintained and preserved.
- c. RECIPIENT must provide a one hundred percent (100%) match for all grant funds awarded.
- d. Interest earnings on funds shall be used for the same purposes for which the grant was made.
- e. Submission of reports on financial and performance progress. This shall include financial and performance progress of the RECIPIENT.
- f. Compliance with 9 N.C.A.C. Subchapter 3M.0205.
- g. RECIPIENT is not permitted to subgrant funds to another organization.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate

appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

### **3. AGENCY'S DUTIES & PAYMENT PROVISIONS:**

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134, as amended by S.L. 2024-1, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

- a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full first round of funds within 30 days.
- b. Develop RECIPIENT financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
  - i. Certify that funds received or held were used for the intended purpose.
  - ii. Provide an accounting for funds received, interest earned, funds expended.
  - iii. Provide activities, accomplishments, and performance measures.
  - iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
  - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures upon request.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Funds will not revert until June 30, 2026.

### **4. FUNDS MANAGEMENT:**

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
- c. Expenditures for travel mileage are not eligible under this Contract.
- d. If eligible, the RECIPIENT:
  - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
  - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

### **5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:**

The RECIPIENT agrees to submit the required quarterly report on or before the 10<sup>th</sup> day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received

by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and the RECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

**6. AGREEMENT ADMINISTRATORS:**

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

<b>RECIPIENT and AGENCY Point of Contact</b>	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: <u>David B. Cotton</u>  Email: <u>david.cotton@clevelandcountync.gov</u>  Direct Phone: <u>704.484.4800</u>	Christy Doi NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601  Direct Phone: 984-236-0600 Email: <a href="mailto:osbm-rdgrants@osbm.nc.gov">osbm-rdgrants@osbm.nc.gov</a>

**7. MONITORING AND AUDITING:**

The RECIPIENT acknowledges and agrees that from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.



**8. TAXES:**

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

**9. SITUS:**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

**10. COMPLIANCE WITH LAW:**

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

**11. TERMINATION OF AGREEMENT:**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

**12. AMENDMENTS:**

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

**13. AGREEMENT CLOSE-OUT PROCESS:**


The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

**14. AUTHORIZED SIGNATURE WARRANTY:**

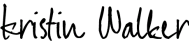
The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

**RECIPIENT NAME**

<small>Signed by:</small>  <small>E62DBF832904494...</small>	8/7/2024   8:40 AM EDT
Signature	Date

David Cotton	County Manager
Printed Name	Title

**NC OFFICE OF STATE BUDGET AND MANAGEMENT**

<small>DocuSigned by:</small>  <small>8CBE034DDDB04BB...</small>	8/7/2024   2:50 PM EDT
Signature	Date

Kristin Walker	State Budget Director
Printed Name	Title

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Cleveland County Fair: Budget Amendment (BNA#006)**

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**Department:** Cleveland County Fair

**Agenda Title:** Budget Amendment (BNA#006)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA006_9.17.24.pdf	Cap Projs-CC Fair Budget Amendment BNA#006

BUDGET NEW - ORDINANCE AMENDMENT

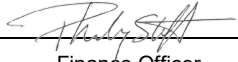
BNA # 006

SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:

September 17, 2024

SIGNATURES:

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: Cap Proj - Clev Co Fair  
DATE: 8/8/2024

  
\_\_\_\_\_  
Finance Officer  
  
\_\_\_\_\_  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
<u>486.245.4.350.00</u>		<u>Cap Proj-Clev Co Fair</u>	<u>State Grants</u>	<u>\$ 477,523.00</u>	
<u>486.245.5.991.00</u>		<u>Cap Proj-Clev Co Fair</u>	<u>Construction in Progress</u>	<u>\$ 477,523.00</u>	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____

Explanation of Revisions: Budget NC OSBM Grant Contract#201518+C5 to be used for driving pad project  
\_\_\_\_\_  
\_\_\_\_\_

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY  
COMMISSIONERS' MEETING ON \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the Board

**RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Brittain@clevelandcountync.gov](mailto:Tonya.Brittain@clevelandcountync.gov)**

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_

# North Carolina Office of State Budget and Management

## Contract # 201518

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Cleveland County (the "RECIPIENT") (referred to collectively as the "Parties").

### 1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2021, through June 30, 2028. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

### 2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2021-180, as amended by S.L. 2021-189 and S.L. 2024-1. The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in S.L. 2021-180, as amended by S.L. 2021-189 and S.L. 2024-1. (See Appendix A).

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$477,522.40.

The RECIPIENT acknowledges they have provided the following additional documentation:

- a. Internal Revenue Service W-9 form (includes address, Tax ID) DBCE
- b. Electronic Payment Form & Supporting Document DBCE
- c. Scope of Work – Appendix A DBCE
- d. Policy addressing conflicts of interest DBCE
- e. **Sworn** Statement of no overdue tax debts DBCE

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2021-180, Section 5.2; 5.3; and 40.8 as amended by S.L. 2021-189 and S.L. 2024-1.

The RECIPIENT shall ensure:

- a. Funds are used for nonsectarian, nonreligious purposes only.
- b. No more than \$120,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

- c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
- d. Submission of quarterly reports on financial and performance progress. This shall include financial and performance progress of the RECIPIENT and all SUB-RECIPIENTS.
- e. Compliance with 9 N.C.A.C. Subchapter 3M.0205.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

### **3. AGENCY'S DUTIES & PAYMENT PROVISIONS:**

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2021-180, as amended by S.L. 2021-189 and S.L. 2024-1, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

- a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full amount as identified in the scope of work within 30 days.
- b. Develop RECIPIENT quarterly financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
  - i. Certify that funds received or held were used for the intended purpose.
  - ii. Provide an accounting for funds received, interest earned, funds expended.
  - iii. Provide activities, accomplishments, and performance measures.
  - iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
  - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Extend the term of this contract, if necessary, as funds will not revert until expended or the particular project has been completed for SCIF Grants.

### **4. FUNDS MANAGEMENT:**

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract.

- d. If eligible, the RECIPIENT and all subrecipients shall:
  - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
  - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

**5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:**

The RECIPIENT agrees to submit the required quarterly report on or before the 10<sup>th</sup> day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT and all SUB-RECIPIENT information and shall be submitted as prescribed the AGENCY.

RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

RECIPIENTS and SUB-RECIPIENTS receiving \$500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the AGENCY no later than nine months after the end of the RECIPIENTS fiscal year. This report shall be submitted as prescribed by the AGENCY. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

**6. AGREEMENT ADMINISTRATORS:**

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

<b>RECIPIENT and AGENCY Point of Contact</b>	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
<p>Name: <u>David B. Cotton</u></p> <p>Email: <u>David.Cotton@clevelandcoun</u> <u>tync.gov</u></p> <p>Direct Phone: <u>704.484.4800</u></p> <p>Fiscal year end MONTH: <u>June</u></p>	<p>Cole Jordan NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601</p> <p>Direct Phone: 984-236-0633 Email: <a href="mailto:NCGrants@osbm.nc.gov">NCGrants@osbm.nc.gov</a></p>

## **7. MONITORING AND AUDITING:**

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules, and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

## **8. TAXES:**

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

## **9. SITUS:**

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

## **10. COMPLIANCE WITH LAW:**

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.



**11. TERMINATION OF AGREEMENT:**

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

**12. AMENDMENTS:**

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

**13. AGREEMENT CLOSE-OUT PROCESS:**

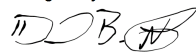
The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

**14. AUTHORIZED SIGNATURE WARRANTY:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

**RECIPIENT NAME**

Signed by:  
  
E62DBF832904494...

8/7/2024 | 9:23 AM EDT

Signature

Date

David B. Cotton

County Manager

Printed Name

Title

**NC OFFICE OF STATE BUDGET AND MANAGEMENT**

DocuSigned by:

*Kristin Walker*

8/7/2024 | 2:39 PM EDT

---

Signature

Date

Kristin walker

State Budget Director, OSBM

---

Printed Name

Title

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Social Services: Budget Amendment (BNA#007)**

---

**Department:** Social Services

**Agenda Title:** Budget Amendment (BNA#007)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA007_9.17.24.pdf	DSS Social Work Budget Amendment BNA#007

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 007

SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:

September 17, 2024

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: DSS Social Work (Formerly Title XX)  
DATE: 8/13/2024

SIGNATURES:

*Phyllis Nowlen*  
Finance Officer  
*Rebecca Johnson*  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
<u>011.504.4.991.00</u>		<u>Social Work (Title XX)</u>	<u>Fund Balance Appropriated</u>	<u>\$ 115,569.00</u>	
<u>011.504.5.704.00</u>		<u>Social Work (Title XX)</u>	<u>DSS Adoption Promotions</u>	<u>\$ 115,569.00</u>	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Explanation of Revisions: Budget Adoption Promotion Funds Rec'd from NCDHHS that must be used for adoption services.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY  
COMMISSIONERS' MEETING ON \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Brittain@clevelandcountync.gov](mailto:Tonya.Brittain@clevelandcountync.gov)

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_

CLEVELAND COUNTY

KF3112

DUPLICATE CASH RECEIPT

13:53:09 13 AUG 2024

-----  
 Receipt Number 44777  
 Date 06/29/2023  
 Payer DSS  
 Description 6/27 DSS  
 Type EFT  
 Cash Account 010-000-1-203-00  
 Amount 173,225.42

Deposit Number -

-----  
 011-504-4-350-00 STATE GOVERNMENT GRANTS R 21,456.00  
 011-504-4-310-00 FEDERAL GOVT GRANTS R 499.00  
 011-507-4-310-00 FEDERAL GOVT GRANTS R 31,642.22  
 011-507-4-310-00 FEDERAL GOVT GRANTS R 3,769.50  
 011-507-4-310-00 FEDERAL GOVT GRANTS R 200.59  
 011-507-4-310-00 FEDERAL GOVT GRANTS R 4,060.16  
 011-507-4-310-00 FEDERAL GOVT GRANTS R 5,645.20  
 011-519-4-310-00 FEDERAL GOVT GRANTS R 1,004.25  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 5,938.25  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 11,266.79  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 1,914.55  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 14,134.11  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 1,884.75  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 2,094.00  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 7,764.00  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 1,523.84  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 2,118.80  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 1,867.48  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 2,803.70  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 1,501.62  
 011-507-4-350-00 STATE GOVERNMENT GRANTS R 46,338.97  
 011-507-4-310-00 FEDERAL GOVT GRANTS R 3,797.64

TOTAL RECEIPTS

-----  
 173,225.42  
 -----

4777 2203

NORTH CAROLINA - DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 NOTICE OF ELECTRONIC FUNDS TRANSFER

PROJECT CODE	DESCRIPTION	Deposits	6/27/2023 AMOUNT	ACCOUNT #
93659-2200	SPECIAL CHILD ADOPTION	TNF	\$ 21,456.00	011-504-4-350.00
	IND LIV LINKS	TRANSITIONAL	\$ 499.00	011-504-4-310-00
	IND LIV LINKS	TRANS HOUSING	\$	011-504-4-310-00
	SPECIAL CHILD ADOPTION		\$	010-2-510.00
93658-2200	ARRA - ( SERVICE MONTH)	CO SHARE- FC	\$	011-507-4-310.00
93658-2200	IV-E	IV-E/ FEDERAL	\$ 31,642.22	011-507-4-310.00
93658-2200	IV-E MAXIMAZATION	IV-E/ FEDERAL	\$	011-507-4-310.00
93658-2200	FAE MAXIMAZATION	FAE/FEDERAL	\$ 3,769.50	011-507-4-310.00
93658-2200	FFE MAXIMAZATION	FFE/FEDERAL	\$ 3,797.64	011-507-4-310.00
93658-2200	FLE MAXIMAZATION	FLE/FEDERAL	\$ 200.59	011-507-4-310.00
93658-2200	FCEZ	FCEZ/FEDERAL	\$ 4,060.16	011-507-4-310.00
93658-2200	FCEZ MAXIMIZATION	FCEZ/FEDERAL	\$ 5,645.20	011-507-4-310.00
93658-2200	VENDOR (PQA36)	IV-E/ FEDERAL	\$ 1,004.25	011-519-4-310.00
93658-2200	IV-E	IV-E/ STATE	\$ 5,938.25	011-507-4-350.00
93658-2200	IV-E MAXIMAZATION	IV-E/ STATE	\$	011-507-4-350.00
93658-2200	STATE SFHF (PQA26)	STATE	\$ 11,266.79	011-507-4-350.00
93658-2200	AT RISK MAXIMAZATION (R&B M	AT-RISK	\$ 1,914.55	011-507-4-350.00
93658-2200	STATE MAXIMIZATION (PQA26)	SFHF-MAX	\$ 14,134.11	011-507-4-350.00
	STATE BRIDGE FFPSA	STATE	\$	011-507-4-350.00
93658-2200	FAE MAXIMIZATION (PQA26)	FAE/ STATE	\$ 1,884.75	011-507-4-350.00
93658-2200	FCEX	FCEX/STATE	\$ 2,094.00	011-507-4-350.00
93658-2200	FCEX MAXIMIZATION	FCEX/STATE	\$ 7,764.00	011-507-4-350.00
93658-2200	FCEZ	FCEZ/STATE	\$ 1,523.84	011-507-4-350.00
93658-2200	FCEZ MAXIMIZATION	FCEZ/STATE	\$ 2,118.80	011-507-4-350.00
93658-2200	COVID -FOSTER CARE	COVID-STATE	\$	011-507-4-350.00
93563-2200	CSE-SHARES	AFDC	\$	011-507-4-350.00
93563-2200	CSE-SHARES	SFHF	\$	011-507-4-350.00
93563-2200	CSE-SHARES	IVE	\$	011-507-4-350.00
	HLD HARMLESS FC BRD INC	FPSO	\$ 1,867.48	011-507-4-350.00
	HLD HARMLESS FC BRD INC	FPEO	\$	011-507-4-350.00
	HLD HARMLESS FC BRD INC	FDSO	\$ 2,803.70	011-507-4-350.00
	HLD HARMLESS AA/GA RATE I	STATE	\$	011-507-4-350.00
	HOLD HARMLESS E&E SA	E & E SA	\$ 1,501.62	011-507-4-350.00
	HOLD HARMLESS E&E	E & E	\$ 46,338.97	011-507-4-350.00
93658-2200	VENDOR (PQA36)	STATE	\$	011-519-4-350.00

**North Carolina - Department of Health and Human Services**  
**Notice of Electronic Funds Transfer**

**ATTN:** County Finance Officer  
County DSS Director  
**County:** CLEVELAND  
**Run Date:** 06/22/2023  
**Period:** June, 2023

**Deposits TO County Account FROM DSS**

	<b>Earliest date of payment :</b>	<b>06/27/2023</b>
<b>HOLD HARMLESS E&amp;E APRIL E&amp;E SA</b>		<b>\$720.45</b>
<b>County Payment Total :</b>		<b>\$173,225.42</b>

**Drafts FROM County Account TO DSS**

	<b>Earliest date of draft</b>	<b>: 06/29/2023</b>
<b>04/2023 EBT</b>	<b>eFunds</b>	<b>\$1,340.62</b>
<b>ELIGIBILITY</b>	<b>SAD</b>	<b>\$118.50</b>
<b>ELIGIBILITY</b>	<b>SAA</b>	<b>\$2,242.00</b>
<b>06/2023 DRAFT</b>	<b>Call Ctr</b>	<b>\$1,152.00</b>
<b>County Draft Total</b>	<b>:</b>	<b>\$4,853.12</b>

**North Carolina - Department of Health and Human Services  
Notice of Electronic Funds Transfer**

**ATTN:** County Finance Officer  
County DSS Director  
**County:** CLEVELAND  
**Run Date:** 06/22/2023  
**Period:** June, 2023

**Deposits TO County Account FROM DSS**

		<b>Earliest date of payment :</b>	<b>06/27/2023</b>
<b>HOLD HARMLESS E&amp;E MAY</b>	<b>E&amp;E SA</b>		<b>\$781.17</b>
<b>Adoption Promotion Fund</b>	<b>TANF</b>		<b>\$21,456.00</b>
<b>FOSTER CARE</b>	<b>FCEX</b>		<b>\$2,094.00</b>
<b>FOSTER CARE</b>	<b>FCEZ</b>		<b>\$5,584.00</b>
<b>FOSTER CARE</b>	<b>IV-E</b>		<b>\$37,580.47</b>
<b>FOSTER CARE</b>	<b>STATE</b>		<b>\$11,266.79</b>
<b>HOLD HARMLESS E&amp;E APRIL</b>	<b>E&amp;E</b>		<b>\$24,719.75</b>
<b>HOLD HARMLESS E&amp;E MAY</b>	<b>E&amp;E</b>		<b>\$21,619.22</b>
<b>VENDOR</b>	<b>IV-E</b>		<b>\$1,004.25</b>
<b>IND LIV LINK MAY</b>	<b>TRANSITIONAL</b>		<b>\$499.00</b>
<b>MAXIMIZATION</b>	<b>FAE</b>		<b>\$5,654.25</b>
<b>MAXIMIZATION</b>	<b>FCEX</b>		<b>\$7,764.00</b>
<b>MAXIMIZATION</b>	<b>FCEZ</b>		<b>\$7,764.00</b>
<b>MAXIMIZATION</b>	<b>FFE</b>		<b>\$3,797.64</b>
<b>MAXIMIZATION</b>	<b>FLE</b>		<b>\$200.59</b>
<b>MAXIMIZATION</b>	<b>R&amp;B</b>		<b>\$1,914.55</b>
<b>MAXIMIZATION</b>	<b>SFHF</b>		<b>\$14,134.11</b>
<b>STATE BRIDGE FFPSA</b>	<b>FDSO</b>		<b>\$2,803.70</b>
<b>STATE BRIDGE FFPSA</b>	<b>FPSO</b>		<b>\$1,867.48</b>

**An Equal Opportunity / Affirmative Action Employer**



CLEVELAND COUNTY

KF3112

DUPLICATE CASH RECEIPT

13:53:24 13 AUG 2024

-----  
 Receipt Number 55691  
 Date 06/27/2024  
 Payer DSS  
 Description 6/26 DSS  
 Type EFT  
 Cash Account 010-000-1-203-00  
 Amount 232,902.99

Deposit Number -

=====

011-507-4-310-00	FEDERAL GOVT GRANTS	R	38,977.38
	IV-E/FED		
011-507-4-310-00	FEDERAL GOVT GRANTS	R	254.15
	IV-E/FED		
011-507-4-310-00	FEDERAL GOVT GRANTS	R	7,394.34
	FAE/FED		
011-507-4-310-00	FEDERAL GOVT GRANTS	R	17.22
	FFE/FED		
011-507-4-310-00	FEDERAL GOVT GRANTS	R	6,406.44
	FCEZ/FED		
011-507-4-310-00	FEDERAL GOVT GRANTS	R	2,558.63
	FCEZ/FED		
011-519-4-310-00	FEDERAL GOVT GRANTS	R	332.50
	IV-E/FED		
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	10,080.02
	IV-E/STATE		
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	65.73
	IV-E/STATE		
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	15,128.53
	STATE		
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	1,428.74
	AT RISK		
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	18,186.80
	SFHF MAX		
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	3,697.20
	FAE/STATE		
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	8,100.00
	FCEX/STATE		
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	11,646.00
	FCEX/STATE		
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	3,313.56
	FCEZ/STATE		

KF3112

DUPLICATE CASH RECEIPT

13:53:24 13 AUG 2024

-----  
 Receipt Number 55691  
 Date 06/27/2024  
 Payer DSS  
 Description 6/26 DSS  
 Type EFT

Deposit Number -

CLEVELAND COUNTY

Cash Account 010-000-1-203-00  
Amount 232,902.99

=====			
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	1,323.37
	FCEZ/STATE		
011-507-4-350-00	STATE GOVERNMENT GRANTS	R	9,713.13
	KINS		
011-519-4-350-00	STATE GOVERNMENT GRANTS	R	166.25
	STATE		
011-504-4-350-00	STATE GOVERNMENT GRANTS	R	94,113.00
	TNF		
			-----
	TOTAL RECEIPTS		232,902.99
			-----

**NORTH CAROLINA - DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NOTICE OF ELECTRONIC FUNDS TRANSFER**

52691 2203

PROJECT CODE	DESCRIPTION	Deposits	6/26/2024 AMOUNT	ACCOUNT #	
93659-2200	SPECIAL CHILD ADOPTION	TNF	\$ 94,113.00	011-504-4-350.00	
	IND LIV LINKS	TRANSITIONAL	\$	011-504-4-310-00	6/24
	IND LIV LINKS	TRANS HOUSING	\$	011-504-4-310-00	
	SPECIAL CHILD ADOPTION		\$	010-2-510.00	
93658-2200	ARRA - ( SERVICE MONTH)	CO SHARE- FC	\$	011-507-4-310.00	
93658-2200	IV-E	IV-E/ FEDERAL	\$ 38,977.38	011-507-4-310.00	
93658-2200	IV-E MAXIMAZATION	IV-E/ FEDERAL	\$ 254.15	011-507-4-310.00	
93658-2200	FAE MAXIMAZATION	FAE/FEDERAL	\$ 7,394.34	011-507-4-310.00	
93658-2200	FFE MAXIMAZATION	FFE/FEDERAL	\$ 17.22	011-507-4-310.00	
93658-2200	FLE MAXIMAZATION	FLE/FEDERAL	\$	011-507-4-310.00	
93658-2200	FCEZ	FCEZ/FEDERAL	\$ 6,406.44	011-507-4-310.00	
93658-2200	FCEZ MAXIMIZATION	FCEZ/FEDERAL	\$ 2,558.63	011-507-4-310.00	
93658-2200	VENDOR (PQA36)	IV-E/ FEDERAL	\$ 332.50	011-519-4-310.00	
93658-2200	IV-E	IV-E/ STATE	\$ 10,080.02	011-507-4-350.00	
93658-2200	IV-E MAXIMAZATION	IV-E/ STATE	\$ 65.73	011-507-4-350.00	
93658-2200	STATE SFHF (PQA26)	STATE	\$ 15,128.53	011-507-4-350.00	
93658-2200	AT RISK (R&B)	AT-RISK	\$	011-507-4-350.00	
93658-2200	AT RISK MAXIMAZATION (R&B M	AT-RISK	\$ 1,428.74	011-507-4-350.00	
93658-2200	STATE MAXIMIZATION (PQA26)	SFHF-MAX	\$ 18,186.80	011-507-4-350.00	
	STATE BRIDGE FFPSA	STATE	\$	011-507-4-350.00	
93658-2200	FAE MAXIMIZATION (PQA26)	FAE/ STATE	\$ 3,697.20	011-507-4-350.00	
93658-2200	FCEX	FCEX/STATE	\$ 8,100.00	011-507-4-350.00	
93658-2200	FCEX MAXIMIZATION	FCEX/STATE	\$ 11,646.00	011-507-4-350.00	
93658-2200	FCEZ	FCEZ/STATE	\$ 3,313.56	011-507-4-350.00	
93658-2200	FCEZ MAXIMIZATION	FCEZ/STATE	\$ 1,323.37	011-507-4-350.00	
	KINS	KINS	\$ 9,713.13	011-507-4-350.00	
93658-2200	COVID -FOSTER CARE	COVID-STATE	\$	011-507-4-350.00	
93563-2200	CSE-SHARES	AFDC	\$	011-507-4-350.00	
93563-2200	CSE-SHARES	SFHF	\$	011-507-4-350.00	
93563-2200	CSE-SHARES	IVE	\$	011-507-4-350.00	
	HLD HARMLESS FC BRD INC	FPSO	\$	011-507-4-350.00	
	HLD HARMLESS FC BRD INC	FPEO	\$	011-507-4-350.00	
	HLD HARMLESS FC BRD INC	FDSO	\$	011-507-4-350.00	
	HLD HARMLESS AA/GA RATE I	STATE	\$	011-507-4-350.00	
	HOLD HARMLESS E&E SA	E & E SA	\$	011-507-4-350.00	
	HOLD HARMLESS E&E	E & E	\$	011-507-4-350.00	
93658-2200	VENDOR (PQA36)	STATE	\$ 166.25	011-519-4-350.00	
02200-P266	ELIGIBILITY / PUBLIC ASSIST.	TNF	\$	011-519-5-512.01	
02200-P266	ELIGIBILITY	AAF	\$	011-508-4-310.00	
02200-P266	ELIGIBILITY	SAD	\$	011-508-4-310.00	

**North Carolina - Department of Health and Human Services  
Notice of Electronic Funds Transfer**

**ATTN:** County Finance Officer  
County DSS Director  
**County:** CLEVELAND  
**Run Date:** 06/21/2024  
**Period:** June, 2024

**Deposits TO County Account FROM DSS**

		<b>Earliest date of payment :</b>	<b>06/26/2024</b>
FOSTER CARE	STATE	\$15,128.53	state
Adoption Promotion Fund	TANF	\$94,113.00	
FOSTER CARE	FCEX	\$8,100.00	state
FOSTER CARE	FCEZ	\$9,720.00	Federal 6406.44 / state 3313.56
FOSTER CARE	KINS	\$9,713.13	state
VENDOR	IV-E	\$498.75	Federal 332.50 / state 166.25
MAXIMIZATION	FAE	\$11,091.54	Federal 7394.34 / state 3697.20
MAXIMIZATION	FCEX	\$11,646.00	state
MAXIMIZATION	FCEZ	\$3,882.00	Federal 2558.63 / state 1323.37
MAXIMIZATION	FFE	\$17.22	Federal
MAXIMIZATION	IV-E	\$319.88	Federal 254.15 / state 65.73
MAXIMIZATION	R&B	\$1,428.74	state
MAXIMIZATION	SFHF	\$18,186.80	state
FOSTER CARE	IV-E	\$49,057.40	Federal 38,977.38 / state 10,080.02
<b>County Payment Total :</b>		<b>\$232,902.99</b>	

**Drafts FROM County Account TO DSS**

**Earliest date of draft : 06/28/2024**

**An Equal Opportunity / Affirmative Action Employer**

**From:** [Rebecca Johnson](#)  
**To:** [Tonya Brittain](#)  
**Cc:** [Sherry Vess](#)  
**Subject:** Adoption Promotion Program Year End Distribution Confirmation-Cleveland County  
**Date:** Tuesday, August 6, 2024 8:41:03 AM  
**Attachments:** [image001.png](#)  
[DSS-5320 Monthly Adoption Reporting 2024-2025.xlsx](#)  
[Outlook-Logo for e](#)

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Tonya,

See award letter from Mary Mackins at DHHS regarding the \$94,113.00 adoption promotion funds. See the line stating: "Legislation regarding the Adoption Promotion Program Fund specifically states that the money ***“must be used to enhance your adoption services program.”***"

Thank you!

Rebecca Johnson, BA, MBA  
Director  
Cleveland County DSS  
PO Box 9006; 200 S. Post Road, Shelby, NC 28151  
O: (980) 484-6101, C: (704) 472-5313, (F) (704) 471-4142  
[www.clevelandcounty.com](http://www.clevelandcounty.com)



---

**From:** Mackins, Mary L <Mary.Mackins@dhhs.nc.gov>  
**Sent:** Friday, June 14, 2024 2:39 PM  
**To:** Rebecca Johnson <Rebecca.Johnson@clevelandcountync.gov>  
**Cc:** Destiny Davidson <destiny.davidson@clevelandcountync.gov>; Tisha Sherard <tisha.sherard@clevelandcountync.gov>; App Contracts <app.contracts@dhhs.nc.gov>  
**Subject:** Adoption Promotion Program Year End Distribution Confirmation-Cleveland County

[ External Sender ]

Good afternoon. Please be advised that a request for payment in the amount of \$ 94,113.00 has been sent to the Office of the Controller effective **June 14, 2024**. This payment is from the Adoption Promotion Program Fund and covers adoptions completed between June 1, 2023 and May 31, 2024. This email serves as notice that payment has been requested. Be sure to check with your

department accounting unit within in the next 30 days to verify your payment. **If you do not receive payment within 30 days, please notify the Division immediately.**

Legislation regarding the Adoption Promotion Program Fund specifically states that the money ***“must be used to enhance your adoption services program.”***

As a reminder, DSS-5320 submission deadlines for SFY 2024-2025 are as follows:

<b>DUE DATE</b>	<b>FOR ADOPTIONS COMPLETED IN:</b>
September 10, 2024	June 2024 – August 2024
December 10, 2024	September 2024 – November 2024
March 10, 2025	December 2024 – February 2025
<b>June 3, 2025 (no later than)</b>	March 2025 – May 2025

Counties will need to begin a new DSS- 5320 for adoptions beginning in June 2024. One is attached for your convenience.

Thank you for your continued efforts to provide permanency for the children of North Carolina.

Have a great weekend!

**Mary Mackins, MSW**

Adoption Manager

[Division of Social Services](#), Child Welfare

[NC Department of Health and Human Services](#)

(919) 527-6287 Office

(919) 208-8581 Cell

Fax: 877-625-4374

[Mary.Mackins@dhhs.nc.gov](mailto:Mary.Mackins@dhhs.nc.gov)

820 S. Boylan Avenue, McBryde Building East

2409 Mail Service Center

Raleigh, NC 27603

[Twitter](#) | [Facebook](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#)

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**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Building Inspections: Budget Amendment (BNA#008)**

---

**Department:** Building Inspections  
**Agenda Title:** Budget Amendment (BNA#008)  
**Agenda Summary:**  
**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA008_9.17.24.pdf	Building Inspections Budget Amendment BNA#008





**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Sheriff's Office: Budget Amendment (BNA#009)**

---

**Department:** Sheriff's Office

**Agenda Title:** Budget Amendment (BNA#009)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA009_9.17.24.pdf	Sheriffs Office Chaplains Fund Budget Amendment BNA#009



CLEVELAND COUNTY  
 Revenue-Expenditures By Department  
 Report dates 07/01/2023 - thru - 06/30/2024

Account Number	Account Description	Budget Adjusted 06/30/2024	Debits 06/01/2024 06/30/2024	Credits 06/01/2024 06/30/2024	Year to Date 07/01/2023 06/30/2024	Encumbered & Requested As of 06/30/2024	Budget Available 06/30/2024	Percent Remain
010-441-4-810-37	DONATIONS-CHAPLA	0.00	0.00	0.00	-20,000.00	0.00	-20,000.00	0.00
	SHERIFF'S OFFICE	0.00	0.00	0.00	-20,000.00	0.00	-20,000.00	0.00
010-441-5-790-37	DONATIONS-CHAPLA	17,807.00	1,128.02	0.00	3,965.18	0.00	13,841.82	77.73
	SHERIFF'S OFFICE	17,807.00	1,128.02	0.00	3,965.18	0.00	13,841.82	77.73
Total SHERIFF'S OFFICE		-17,807.00	1,128.02	0.00	-16,034.82	0.00	-33,841.82	-34.58

**CLEVELAND COUNTY, NORTH CAROLINA  
SHERIFF DEPARTMENT DONATIONS RECONCILIATION**

**NEW FY22**

010.441.4.810.37 / 010.441.5.790.37  
Donations-Chaplain Fund

	FY 21/22	FY 22/23	FY 23/24	Totals
<b>Section I - Current Year Budget</b>				
<b>Section II - Revenues</b>	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 40,000.00
Donations				\$ -
<b>Total Revenue</b>	<u>\$ 20,000.00</u>	<u>\$ -</u>	<u>\$ 20,000.00</u>	<u>\$ 40,000.00</u>
<b>Section III - Expenses</b>				
Donations		\$ 2,193.45	\$ 3,965.18	\$ 6,158.63
<b>Total Expenses</b>	<u>\$ -</u>	<u>\$ 2,193.45</u>	<u>\$ 3,965.18</u>	<u>\$ 6,158.63</u>
<b>Section IV - Rev/Exp Difference</b>	<u>\$ 20,000.00</u>	<u>\$ (2,193.45)</u>	<u>\$ 16,034.82</u>	<u>\$ 33,841.37</u>

\*\*\$20K donation from FY24 was not budgeted. Will need to be budgeted in FY25.

\*\*\*Carryover to FY25 will only be \$13841.37 and BNA will need to be done for the additional revenues rec'd

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Cleveland County Fire: Budget Amendment (BNA#010)**

---

**Department:** Cleveland County Fire

**Agenda Title:** Budget Amendment (BNA#010)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA010_9.17.24.pdf	County Fire Budget Amendment BNA#010

BUDGET NEW - ORDINANCE AMENDMENT

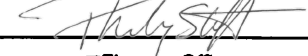
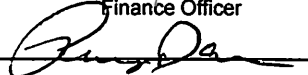
BNA # 010

SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:

September 17, 2024

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: County Fire  
DATE: 8/26/2024

SIGNATURES:

  
\_\_\_\_\_  
Finance Officer  
  
\_\_\_\_\_  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
<u>028.452.4.991.00</u>		<u>County Fire</u>	<u>Fund Balance Appropriated</u>	<u>\$ 55,033.00</u>	
<u>028.452.5.420.00</u>		<u>County Fire</u>	<u>Contracted Services</u>	<u>\$ 55,033.00</u>	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Explanation of Revisions: Budget fund balance to cover contracted services for VFD for contract for Locality Media's First Due Community Connect Mobile Responder

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY COMMISSIONERS' MEETING ON \_\_\_\_\_ (Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Brittain@clevelandcountync.gov](mailto:Tonya.Brittain@clevelandcountync.gov)

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_



## **Agreement for Services**

This Agreement for Services (this "Agreement") dated as of **August 31, 2024** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Cleveland County Office of Emergency Management** located at **PO Box 2232, Shelby, NC 28151** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other



party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

<b>Severity Level:</b>	<b>Vendor's Initial Response will be provided within:</b>	<b>Vendor's Temporary Resolution will be provided within:</b>	<b>Vendor's Final Resolution will be provided within:</b>
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue – resolution period to be mutually agreed upon	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use

of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

b. **Tax Exempt** \_\_\_\_\_ (Yes/No)

If yes, please email a copy of the Exempt Certificate to [accounting@firstdue.com](mailto:accounting@firstdue.com).

c. **Purchase Order Required** \_\_\_\_\_ (Yes/No)

If yes, return a copy of the Purchase Order with the signed agreement or email a copy to [accounting@firstdue.com](mailto:accounting@firstdue.com).

**LOCALITY MEDIA, INC.**

**Cleveland County Office of Emergency Management**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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



Locality Media, Inc. dba First Due  
 107 Seventh St  
 Garden City, NY 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstdue.com/>

**Exhibit A - Quote**  
 Prepared By: Eric Bambarð  
 Valid Until: November 30, 2024  
 Quote Number: 1545132000314940130

**BILL TO:**

Perry Davis  
 Cleveland County Office of Emergency Management  
 PO Box 2232  
 Shelby, NC 28151

**Account:** Cleveland County Office of Emergency Management  
**Subscription Start:** August 31, 2024  
**Initial Term:** 12 months  
**Annual Subscription:** \$ 49,473.60

Product Details	Total
<p><b>Occupancy Management &amp; Pre-Incident Planning</b>            Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.</p>	
<p><b>Responder</b>            Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.</p>	
<p><b>Command</b>            Comprehensive Incident Command Module with digital command board, drag and drop task assignment, customizable checklists, live map annotation and automated Incident log.</p>	
<p><b>Hydrant Management – Advanced</b>            Manage Hydrants including hydrants visible on pre-plan &amp; response map, hydrant list, hydrant types, hydrant uploads, ArcGIS hydrant layers, hydrant setup, hydrant service checklist, data management, mapping, service inspections, hydrant flow test and reporting.</p>	
<p><b>Inspections</b>            Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.</p>	
<p><b>Investigations</b>            Organize, analyze and document investigations, keeping case information secure and separated from, but integrated with other modules.</p>	
<p><b>Incident Reporting – NFIRS</b>            NFIRS Incident Documentation, State and Federal Compliance with automated submission.</p>	
<p><b>Incident Reporting – NFIRS EMS+</b>            NFIRS Incident Documentation, State and Federal Compliance with automated submission including standard NFIRS EMS Module with additional fields for enhanced patient documentation. Fields include Treatments, Procedures, Medications, Vitals, Signature</p>	
<p><b>Daily Roster</b>            Manage daily shiftboard with drag and drop functionality, pre-defined assignments and rotations. Note: This does not include any outbound communication to users outside of email notifications. Does not include any advanced Scheduling features.</p>	
<p><b>Personnel Management</b>            Store, Manage and Access Employee Records including demographic data, certifications and employment information.</p>	
<p><b>Training Records</b>            Assign Training, Record Completions, View Training Logs, and Manage Certifications.</p>	
<p><b>Events &amp; Activities</b>            Create Events, View Global Activity Log, and Access Global Calendar.</p>	

---

**Assets & Inventory**

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

---

**Central Square ONE (Superion) CAD Integration**

Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP utilizing the CST ONE Solution Generic XML Export.

---

**Essentials Online Training Package**

Up to 4 Hours Online Training with certified First Due Instructor

---

**Implementation and Configuration Services**

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

---

One-Time Fees Subtotal	\$ 5,559.02
Subscription Fees Subtotal	\$ 49,473.60
<b>Grand Total</b>	<b>\$ 55,032.62</b>

*\*Excluding Tax*

---

**Statement of Work**

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

**Terms and Conditions**

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

**Payment Terms:** Net 30 days

**For electronic ACH payment:** Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Locality Media, Inc. dba First Due  
 107 Seventh St  
 Garden City, NY 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstdue.com/>

**Statement of Work**

For Quote Number: 1545132000314940130

# Statement of Work | Cleveland County Office of Emergency Management

## 1. Introduction

### 1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Cleveland County Office of Emergency Management** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

### 1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

## 2. Included Agencies

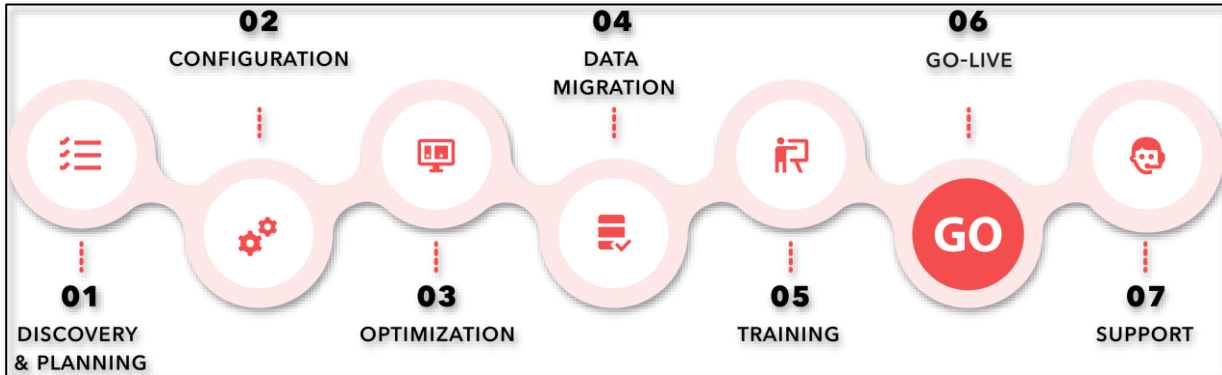
Below is the list of Agencies that will be implemented and granted access to the First Due Platform. Any agencies missing from this table will be assumed to be out of scope:

Cleveland County (NC)														
Department Name	Occupancy Management & Pre-Incident Planning	Responder	Command	Hydrant Management - Advanced	Inspections	Investigations	Incident Reporting - NFIRS	Incident Reporting - NFIRS EMS+	Daily Roster	Personnel Management	Training Records	Events & Activities	Assets & Inventory	CAD Integration
Bethlehem Volunteer Fire Department	X	X	X	X			X	X	X	X		X	X	X
Boiling Springs Fire and Rescue	X	X	X	X			X	X	X	X		X	X	X
Casar Volunteer Fire Department	X	X	X	X			X	X	X	X		X	X	X
Fallston Fire Department	X	X	X	X			X	X	X	X		X	X	X
Grover Rural Volunteer Department	X	X	X	X			X	X	X	X	X	X	X	X
Kings Mountain Fire Department	X	X	X	X	X		X	X	X	X	X	X	X	X
Lawndale Volunteer Fire Department	X	X	X	X			X	X	X	X		X	X	X
Oak Grove Volunteer Fire Department	X	X	X	X			X	X	X	X	X	X	X	X
Shanghai Volunteer Fire Department	X	X	X	X			X	X	X	X		X	X	X
Waco Community Fire Department	X	X	X	X			X	X	X	X		X	X	X
Cleveland County Fire Marshals Office	X	X	X	X	X	X	X	X	X	X		X	X	X
Cleveland Fire Department	X	X	X	X			X	X	X	X		X	X	X
Number Three Fire Department	X	X	X	X			X	X	X	X		X	X	X
Polkville Fire Department	X	X	X	X			X	X	X	X		X	X	X

### 3. Implementation

#### 3.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



#### 3.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.
- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

### 3.3 Implementation Phases

**2.3.1 Discovery & Planning:** Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

**2.3.2 Configuration:** After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

**2.3.3 Optimization:** After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

**2.3.4 Data Migration:** Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import



**2.3.5 Training:** As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

**2.3.6 Go-Live:** Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

**2.3.7 Transition to Customer Success:** Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

## 4. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

## 5. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

## 6. Integrations

As part of this Statement of Work, First Due will implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

## 7. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

## 8. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

### 8.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** [support@firstdue.com](mailto:support@firstdue.com)
- **Phone:** (516) 874-5818

### 8.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

### 8.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET\*\*
- \*\* 24x7 Support available for Sev 1 (Down/Urgent) issues.

## 9. Assumptions

### 9.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

## **9.2 Statement of Work Expiration**

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

## **9.3 Best Practice and Standard Workflow**

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

## **9.4 Go-live Requirements & Gaps**

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Sheriff's Office: Budget Amendment (BNA#011)**

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**Department:** Sheriff's Office

**Agenda Title:** Budget Amendment (BNA#011)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA011_9.17.24.pdf	Sheriffs Office Budget Amendment BNA#011

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 011

SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:

September 17, 2024

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: SHERIFF'S OFFICE  
DATE: 8/29/2024

SIGNATURES:

  
\_\_\_\_\_  
Finance Director  
  
\_\_\_\_\_  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
010.441.4.810.09		Sheriff's Office	Donations Capital Eq Gen	\$ 12,493.00	
010.441.5.790.09		Sheriff's Office	Donations Capital Eq Gen	\$ 12,493.00	
010.441.4.810.14		Sheriff's Office	Donations Canine Specific	\$ 7,507.00	
010.441.5.790.14		Sheriff's Office	Donations Canine Specific	\$ 7,507.00	

Explanation of Revisions: To budget a grant in kind donation received from kNot Today, Inc of a an Electronic Storage Detection K9 named Coca and her specialized trainging and to also budget additional funds received for K9 expenses such as veterinary bills, supplies, etc. for K9 Coca

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY COMMISSIONERS' MEETING ON \_\_\_\_\_ (Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the Board

RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Brittain@clevelandcountync.gov](mailto:Tonya.Brittain@clevelandcountync.gov)

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_



Investigator

8/1/24

Cleveland County Sheriff's Office  
% Detective Chrissy Weaver  
100 Justice Pl.  
Shelby, NC 28150

Re: Grant from kNot Today, Inc.

Dear Chrissy,

It is a pleasure to notify you that kNot Today, Inc. ("kNot Today"), has approved an grant (the "Grant") to the Cleveland County Sheriff's Department ("Grantee") for an in-kind donation of an Electronic Storage Detection K9 and training valued at \$11,000.00 and an additional \$9,000.00 for ongoing K9 expenses such as veterinary bills, supplies, etc. (the "Project"). This Grant and Grantee's use of the funds are subject to the terms and conditions of this letter agreement. kNot Today will issue payment of the Grant upon its receipt of an executed copy of this letter.

By accepting this Grant, Grantee agrees that the Grant funds will be used exclusively for the charitable, educational, or other exempt purposes of the Project, and that no part of the funds shall be used (a) to carry on propaganda or otherwise attempt to influence legislation or (b) to participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Learning from the experiences of our nonprofit partners is an important part of our work and can help to inform the field. Accordingly, Grantee agrees to comply with reasonable requests from kNot Today to share relevant data and metrics (all in a deidentified and aggregate form) related to the Grant-funded Project. Moreover, Grantee will reasonably consider requests from kNot Today to pursue opportunities for partnership that will directly and positively impact the exempt purposes of both Grantee and kNot Today, including activities like content creation, joint interviews, and speaking engagements.

The Grant shall be spent in its entirety within one year from the date of this letter. If at the end of the grant period any grant funds have not been expended or committed, Grantee must be in communication with kNot Today to ensure compliance with kNot Today policies which may include prompt repayment of the amount of such funds. Grantee agrees to keep complete and accurate records of receipts and expenditures of Grant funds. kNot Today may, at its expense and on reasonable notice to Grantee, inspect, audit, or copy Grantee's records pertaining to the Grant.

kNot Today may include information regarding the Grant in its periodic public reports, newsletters and other public documents. If Grantee wishes to issue a news release concerning kNot Today's support or the Grant, the text of the proposed release must be submitted to kNot Today for review prior to the release date. No release shall be made without kNot Today's prior approval.

The law of the state of Indiana exclusively shall govern and apply to all legal proceedings pertaining to this agreement. This agreement shall be deemed to be entered into and formed in Indiana. All legal proceedings pertaining to this agreement shall be heard exclusively in the state or federal courts with subject matter jurisdiction sitting in Indiana. By execution of this agreement, Grantee submits to the personal jurisdiction and venue of such courts for such purposes.

Upon receipt of this countersigned letter, kNot Today will send Grantee a check or electronically transfer the Grant payment to Grantee's designated bank account. Funds should be available in one to two business days. Please ensure that the funds have been properly credited to Grantee's bank account.

We are pleased to support the important work that Grantee is doing. If you have any questions regarding the grant or Grantee's obligations with respect to the grant funds, please contact Emma Marsh, Managing Director, at emma@knottoday.org.

We wish you continued success in your efforts!

Sincerely,  
KNOT TODAY, INC.

By: Emma Marsh  
Emma Marsh, Managing Director

AGREED TO AND ACCEPTED BY:

CLEVELAND COUNTY SHERIFF'S <sup>office</sup> DEPARTMENT

By: Alan Hornum

Printed: Alan Hornum

Title: Sheriff

Date: 8/7/24

1294

KNOT TODAY, INC.

DATE 8/15/24

20-1/740

Cleveland County Sheriff's Office

\$ 7,507.00

PAY TO THE ORDER OF

Seven Thousand Five Hundred Seven and

00/100

DOLLARS

Security Features Included. Details on Back.



JPMorgan Chase Bank, N.A.  
www.Chase.com

FOR K9 Coca Supplies

*Edna Marie McCauley* MP

⑈001294⑈

⑈⑈



**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Foothills Public Shooting Complex: Budget Amendment (BNA#012)**

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**Department:** Foothills Public Shooting Complex

**Agenda Title:** Budget Amendment (BNA#012)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA012_9.17.24_Range.pdf	Public Shooting Range: Budget Amendment BNA#012

BUDGET NEW - ORDINANCE AMENDMENT

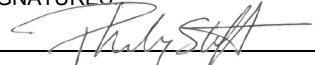
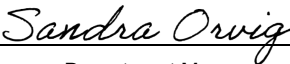
BNA # 012

SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:

September 17, 2024

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: Public Shooting Range  
DATE: 8/30/2024

SIGNATURES:

  
\_\_\_\_\_  
Finance Officer  
  
\_\_\_\_\_  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
<u>010.470.4.810.00</u>		<u>Public Shooting Range</u>	<u>Donations/Contributions</u>	<u>\$ 30,000.00</u>	
<u>010.470.5.790.00</u>		<u>Public Shooting Range</u>	<u>Donations/Contributions</u>	<u>\$ 30,000.00</u>	
<u>010.470.4.350.00</u>		<u>Public Shooting Range</u>	<u>State Grants</u>	<u>\$ 25,000.00</u>	
<u>010.470.5.700.00</u>		<u>Public Shooting Range</u>	<u>Grants</u>	<u>\$ 25,000.00</u>	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Explanation of Revisions: Donation received from NC Business Leaders for Health Inc to be used for purchase ATV/Side by Sides for Range  
Budget donation from NC Youth Outdoor Engagement Commission to be used for golf carts for monthly Metal Madness shooting competition

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY  
COMMISSIONERS' MEETING ON \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the Board

**RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Brittain@clevelandcountync.gov](mailto:Tonya.Brittain@clevelandcountync.gov)**

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_

**From:** [Philip Steffen](#)  
**To:** [Tonya Brittain](#)  
**Subject:** FW: Foothills Donation  
**Date:** Thursday, August 29, 2024 3:40:02 PM  
**Attachments:** [image002.png](#)

---

Tonya,

Please create a budget amendment for this new 'donation' for Foothills. The expense will be a capital asset or two.

Thanks,

-Philip

---

**From:** Sandra Orvig <[Sandra.Orvig@clevelandcountync.gov](mailto:Sandra.Orvig@clevelandcountync.gov)>  
**Sent:** Thursday, August 22, 2024 1:34 PM  
**To:** David Cotton <[David.Cotton@clevelandcountync.gov](mailto:David.Cotton@clevelandcountync.gov)>; Philip Steffen <[Philip.Steffen@clevelandcountync.gov](mailto:Philip.Steffen@clevelandcountync.gov)>  
**Cc:** Kevin Gordon <[kevin.gordon@clevelandcountync.gov](mailto:kevin.gordon@clevelandcountync.gov)>; Johnny Hutchins <[Johnny.Hutchins@clevelandcountync.gov](mailto:Johnny.Hutchins@clevelandcountync.gov)>; Emily Sisk <[Emily.Sisk@clevelandcountync.gov](mailto:Emily.Sisk@clevelandcountync.gov)>  
**Subject:** Foothills Donation

Good Afternoon:

Please be advised that I received check #1030 in the amount of \$30,000.00 from NC Business Leaders for Health, Inc., executed by Jimmy Harrell. It is my understanding that that this *GIFT* is for the Range to purchase ATV/Side By Sides for the Range as discussed in the July 8<sup>th</sup> meeting with Jimmy Harrell, David, Commissioner Hutchins and Courtney Ashely, Economic Development. Please be advised that no additional information was supplied in the envelope with the check.

Philip: My question to you is: Do you want me to deposit this check with my regular deposit or do you want me to bring the check to accounting for further processing? I understand the gift will need to follow budget amendment process for Finance and the Commissioners.

Please advise.

Sandra Orvig  
Range Director  
Foothills Public Shooting Complex of Cleveland County NC  
283 Fielding Road  
Cherryville, N.C. 28021  
(704) 447-8231  
[www.foothillspublicshooting.cc](http://www.foothillspublicshooting.cc)

[www.clevelandcounty.com](http://www.clevelandcounty.com)

**PLEASE NOTE MY NEW EMAIL ADDRESS: [SANDRA.ORVIG@CLEVELANDCOUNTYNC.GOV](mailto:SANDRA.ORVIG@CLEVELANDCOUNTYNC.GOV)**



**From:** [Philip Steffen](#)  
**To:** [Tonya Brittain](#)  
**Subject:** FW: NC Youth Outdoor Engagement Commission Youth Sports Grant #10 - Foothills Public Shooting Complex  
**Date:** Thursday, August 29, 2024 3:43:30 PM

---

Please create a budget amendment for this new grant for the Range.

The expense will be multiple capital assets. You can combine the this and the last request.

Thanks!

-Philip

---

**From:** Wendt, Megan M <megan.wendt@nc.gov>  
**Sent:** Wednesday, August 21, 2024 2:50 PM  
**To:** Sandra Orvig <Sandra.Orvig@clevelandcountync.gov>  
**Cc:** Burr, Justin P <justin.burr@nc.gov>; Pomeroy, Alan J <alan.pomeroy@nc.gov>; Emily Sisk <Emily.Sisk@clevelandcountync.gov>; Philip Steffen <Philip.Steffen@clevelandcountync.gov>  
**Subject:** NC Youth Outdoor Engagement Commission Youth Sports Grant #10 - Foothills Public Shooting Complex

[ External Sender ]

Dear Sandra Orvig,

Congratulations! We are pleased to award you a Youth Sports Grant application approval of **\$25,000** for your golf carts for your monthly Metal Madness shooting competitions. I wanted to reach out to thank you for sending the application and to let you know about next steps in the process. A reminder that your Youth Sports Grant reference number is #10, should you need to contact us or complete any forms regarding your grant.

First, we already have the Substitute W-9 on file, so we will process your funds soon. We typically process them 45 days before your required date. Since you listed your dates as Spring 2025, we can plan to send them in January. *If you would like them sooner, please let us know.* You will be notified when the funds are sent. Once you have received the check/direct deposit, these funds must be spent within 60 days of receipt.

Second, if at any time you need to make changes to what was awarded, i.e. change in date, location, or supplies purchased, you need to email us for approval and fill out an Amendment Form before any of those changes are made. Also, all unexpended funds need to be returned to us within 30 days of completion of the purchases. Please make sure you have read and understand our Youth Sports Grant eligibility and guidelines document.

Thirdly, when you complete the purchases, please email us receipts or proof of payment within 30 days of completion along with any pictures, videos, etc. we may use on our website and social media. We highly encourage you to review our Grant Reporting page, linked [here](#), to ensure everything needed is properly sent back.

Congratulations again, and please don't hesitate to ask if you need anything from us. We hope your Metal Madness competitors enjoy their golf carts!

Best,  
Megan Wendt  
Grants Coordinator  
NC Youth Outdoor Engagement Commission  
Office: (919) 707-4036  
Work Cell: (984) 289-0055

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Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Emergency Medical Services: Budget Amendment (BNA#013)**

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**Department:** Emergency Medical Services  
**Agenda Title:** Budget Amendment (BNA#013)  
**Agenda Summary:**  
**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA013_signed.pdf	EMS Budget Amendment BNA#013

BUDGET NEW - ORDINANCE AMENDMENT

BNA # 013

SUBMITTED TO BOARD OF COUNTY COMMISSIONERS  
FOR CONSIDERATION AT MEETING TO BE HELD ON:

September 17, 2024

SIGNATURES:

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: EMS  
DATE: 8/30/2024

*Phyllis Nowlen*  
Finance Officer  
*Thomas McMillly*  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
<u>010.446.4.991.00</u>		<u>EMS</u>	<u>Fund Balance Appropriated</u>	<u>\$ 18,325.00</u>	
<u>010.446.5.211.00</u>		<u>EMS</u>	<u>Controlled Property Exp</u>	<u>\$ 18,325.00</u>	

Explanation of Revisions: Budget funds received from Duke University for Randomized Cluster Evaluation of Cardiac Arrest Systems Trial (RACE-CARS). Funds will be used to purchase AED's and other medical equipment.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY COMMISSIONERS' MEETING ON \_\_\_\_\_ (Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the Board

**RETURN TO FINANCE OFFICE and Forward copy via email to [Tonya.Brittain@clevelandcountync.gov](mailto:Tonya.Brittain@clevelandcountync.gov)**

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_



## DUKE RACECAR FUNDING

(10.446.4.409.00 / 10.446.5.910.00)

**BUDGETED FY23 (KEY#863)** 35,950.00

### EXPENDITURES

EQ899000-899019 AIRTAGS 234.88

EQ899000-899019 AIRTAGS 119.94

METAL SIGN EMERG 911 PHONE SIGN 33.99

BLEEDING CONTROL KIT 116.00

AED STORAGE CABINETS 359.98

EMERG 911 PHONE ENCLOSURE BOX 399.98

EQ899000-899019 20 PHILLIPS AEDS 27,360.00

CUBIX SAFETY AED FAST RESPONSE KITS 233.50

**TOTAL FY23 EXPS** **28,858.27**

**REMAINING BUDGET FYE23/FYE24** **7,091.73**

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Health Department: Budget Amendment (BNA#014)**

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**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#014)

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA014_9.17.24.pdf	Health Dept COVID Budget Amendment BNA#014



# Division of Public Health Agreement Addendum FY 24-25

Cleveland County Health Department  
**Local Health Department Legal Name**

Epidemiology / Immunization Branch  
**DPH Section / Branch Name**

716 CDC COVID-19 Vaccination Program  
**Activity Number and Description**

Deji Ayankoya, 919-418-8591  
ayodeji.ayankoya@dhhs.nc.gov  
**DPH Program Contact**  
(name, phone number, and email)

06/01/2024 – 05/31/2025  
**Service Period**

**DPH Program Signature** **Date**  
(only required for a negotiable Agreement Addendum)

07/01/2024 – 06/30/2025  
**Payment Period**

- Original Agreement Addendum
- Agreement Addendum Revision # \_\_\_\_\_

**I. Background:**

As part of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (P.L. 116-260) and the American Rescue Plan Act of 2021 (P.L. 117-2), North Carolina received supplemental funding to assist the local health departments with coronavirus vaccine activities to support broad-based distribution, access, and vaccine coverage. Specifically, this supplement funding will be used to ensure greater equity and access to the COVID-19 vaccine by those disproportionately affected by COVID-19.

Local health departments are to focus on the work of removing barriers and expanding their COVID-19 vaccination programs. The maintenance of on-site, satellite, temporary or off-site COVID-19 vaccination clinics must adhere to cold-chain procedures in accordance with the vaccine manufacturer's instructions and CDC's guidance on COVID-19 vaccine storage and handling. Priority must be given to activities focused on the hard-to-reach, high-risk, underserved populations and increasing vaccine confidence to increase community vaccine coverage. Vaccine hesitancy is a complex matter that involves various factors, such as confidence, complacency, and convenience.

**II. Purpose:**

The Local Health Department is to continue activities that focus on removing the barriers to accessing vaccine, increasing vaccine confidence, coordinating COVID-19 vaccine services, and expanding its COVID-19 vaccination program, with an emphasis on reaching high-risk and underserved populations, including racial and ethnic minorities, and all others disproportionately affected by COVID-19.

To reduce the spread of the SARS-CoV-2 virus and its variants, we need to sustain our vaccination efforts as new products become available and vaccinate as many people as possible. Planning and

Signed by: Tiffany Hansen 7/29/2024  
 Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete: [For DPH to contact in case follow-up information is needed.]	LHD program contact name: <u>Holly Thornburg</u> Phone and email address: <u>(980)484-5111; Holly.Thornburg@clevelandcountync.gov</u>
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response require close collaboration among public and private sector partners, public health emergency response and emergency management, healthcare organizations, and healthcare industry groups within the community. A key component is community sustainability so that the LHD is prepared for updated COVID-19 vaccines and is prepared to implement influenza vaccination both seasonally and as part of pandemic preparedness.

### **III. Scope of Work and Deliverables:**

The Local Health Department (LHD) shall:

1. Vaccinate eligible populations in accordance with all requirements and the most current official CDC/HHS recommendations for COVID-19 vaccines as published as in the Morbidity and Mortality Weekly Report (MMWR) and comply with all applicable requirements as set forth by the U.S. Food and Drug Administration, including but not limited to requirements in any EUA that covers COVID-19 vaccine.
2. Ensure designated healthcare professionals receive the training needed to ensure COVID-19 vaccines are stored, handled, prepared, and administered correctly. Training must be ongoing as new COVID-19 vaccines become available and as recommendations evolve when we learn more about the vaccines and how to improve the vaccination process. Those requirements include:
  - a. COVID-19 vaccine management
  - b. Storage and handling procedures
  - c. Vaccine preparation and administration
  - d. Documentation and record keeping
  - e. Proper procedures for facilitating vaccine transfers between providers, and
  - f. Reporting requirements as required by NCDHHS/DPH and the CDC.
3. Identify community vaccination partners (e.g., pediatricians, pharmacies, occupational health settings, schools, other physician offices, and community-based organizations) to combine efforts and implement strategies to vaccinate all eligible populations with COVID-19 vaccine.
4. Ensure safe implementation of on-site, satellite, temporary, off-site, or other alternative vaccination clinics. Follow CDC guidance for planning vaccination clinics that includes clinical considerations such as social distancing, responding to medical emergencies, vaccine storage, handling, administration, and documentation.<sup>1</sup> Large-scale clinics, such as those held in arenas or stadiums require added logistical and technical considerations. Partners may need to be engaged to accomplish aspects of the local plan, such as National Guard, local law enforcement, local emergency management, local hospitals, and pharmacies.
5. Conduct vaccination clinics that are open to the public. These clinics may be provisionally located at walk-through sites (churches, community centers, outdoor tents) or other settings such as mobile, curbside, or drive-through sites.
6. Adjust clinic plans to accommodate a variety of scenarios due to vaccine hesitancy and no-show rates. Vaccine hesitancy includes many factors such as a lack of vaccine confidence, complacency about the virus, and the inconvenience of obtaining a vaccine. Focus activities to establish and build trust among hard-to-reach, high-risk, and underserved populations.

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<sup>1</sup> <https://www.cdc.gov/vaccines/hcp/admin/mass-clinic-activities/index.html>

7. Educate the public on the benefits of receiving the COVID-19 vaccine. Foster trust in conversations with the public to address specific topics on vaccine hesitancy.
8. Leverage established relationships and establish new partnerships with COVID-19 vaccine program partners (e.g., HIV, nutrition services, WIC, rural health) to disseminate standardized health promotion materials to clients receiving other services. Other partnerships may include a variety of community organizations and places where people gather such as churches, community centers, homeless shelters, jails/prisons, and businesses such as barber shops and processing plants.
9. Estimate the resources needed to support COVID-19 vaccine administration and outreach activities and hire or reassign staff additional personnel to support these functions.
10. Procure supplies for vaccination clinics, as needed. Examples include, but are not limited to:
  - a. Hand sanitizer with at least 60% alcohol for hand hygiene
  - b. Clinic sanitizing wipes and cleaning supplies to allow for frequent cleaning of the clinic area or vaccine station
  - c. Personal Protective Equipment (PPE) (e.g., mask/face coverings, gloves)
  - d. Signage for clinic workflow through the vaccination process
  - e. Blood pressure monitor
  - f. Stethoscope
  - g. First aid kit
11. Store vaccine in proper vaccine storage equipment (e.g., refrigerators, freezers, portable storage units), and use CDC-recommended Digital Data Logger (DDL) with a valid Certificate of Calibration Testing for temperature monitoring of vaccine storage units. A DDLs' Certificate of Calibration Testing must include:
  - a. Model/device name or number
  - b. Serial number
  - c. Date of calibration (report or issue date)
  - d. Confirmation that the instrument passed testing (or instrument is in tolerance)
  - e. Recommended uncertainty of +/-0.5° C (+/-1° F) or less
12. Follow relevant CDC vaccine transport requirements to prepare COVID-19 vaccines for transport from the LHD to off-site clinics. COVID-19 vaccine products are temperature-sensitive and must be stored and handled correctly to ensure efficacy and maximize shelf life. Proper storage and handling practices are critical to minimize vaccine loss and limit the risk of administering COVID-19 vaccine with reduced effectiveness.
13. Follow CDC COVID-19 Vaccination Provider Requirements for COVID-19 vaccine storage and handling.<sup>2</sup>
14. Complete the form "Planned Use of Federal Immunization Program Funds" via Smartsheet<sup>3</sup> by **August 30, 2024**. Allowable expenditures are detailed in Attachment A.

<sup>2</sup> <https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/index.html>

<sup>3</sup> <https://app.smartsheet.com/b/form/959cf095cbd64ae58f14a51e7e4c53e3>

**IV. Performance Measures / Reporting Requirements:****1. Performance Measures**

- a. Report vaccine administration data on all vaccine recipients via NCIR and as directed by the CDC COVID-19 Vaccination Program Agreement (through May 2025) and by the CDC Vaccine for Children Provider Agreement thereafter.
- b. Track and report COVID-19 vaccine transfers and vaccine wastage/spoilage occurrences according to the NC DHHS/DPH guidelines.
- c. Ensure designated staff receive training on COVID-19 vaccine administration, management, inventory, and reporting requirements as required by CDC and NC DHHS/DPH.

**2. Reporting Requirements**

Complete the following reports via the Smartsheet dashboard.<sup>4</sup>

- a. **Monthly Financial Reports:** These monthly financial reports will report on the prior month and are due by the 24<sup>th</sup> of the month.
- b. **Semiannual Program Reports:** These semiannual program reports will report on the prior period and are due by the 15<sup>th</sup> of the month. The semiannual periods and due dates for these program reports are:

June 2024	due July 15, 2024
July–December 2024	due January 15, 2025
January–May 2025	due June 15, 2025

**V. Performance Monitoring and Quality Assurance:**

1. The Immunization Branch will monitor this Activity through review of the required monthly and semiannual reports as described above, vaccine immunization data, and reporting data in NCIR.
2. Technical consultation to support LHDs in meeting these objectives will be provided by the Immunization Branch, as needed, to ensure that the LHD meets the objectives.

**VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: Requirements for pass-through entities: In compliance with *2 CFR §200.331 – Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
  - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

<sup>4</sup> <https://app.smartsheet.com/b/publish?EQBCT=20c1496dfdb34999a4b885c4ee4f35ad>

2. Attachment A provides a list of examples of allowable and non-allowable costs and activities using federal Immunization Program funds. In addition to that list:
  - a. It is typically CDC's policy that the use of appropriated funds, including gift funds to purchase promotional items, is prohibited unless it is an absolute necessity to support the Local Health Department's COVID mission. Such prohibited promotional items include but are not limited to plaques, clothing, and commemorative items such as pens, mugs, cups, folders, folios, lanyards, and conference bags. In general, such items or tokens to be given to individuals are considered personal gifts for which appropriated funds may not be expended even when these items contain educational or promotional information. Requests for exceptions to this policy must be submitted in writing to the Immunization Branch which will confer with the CDC to see if it is an acceptable use of funds.
  - b. These funds may be used for the printing of immunization educational materials. However, these materials may not be printed on a gift item, as described in Paragraph 2.a above without prior CDC authorization. Requests for exceptions to this requirement must be submitted in writing to the Immunization Branch which will confer with the CDC to see if it is an acceptable use of funds.
  - c. Costs associated with food and meals are NOT permitted.



## Attachment A — Examples of Allowable and Non-Allowable Expenditures

### Examples of allowable costs include:

#### Equipment

- Vaccine storage equipment (i.e., purpose-built or pharmaceutical grade vaccine refrigerator, freezer) specifically designed to store vaccine
- Digital Data Logger (DDL) Temperature Monitoring Devices
- Portal refrigerator or freezers (please refer to the CDC transport guidelines at <https://www.cdc.gov/vaccines/hcp/admin/storage/toolkit/storage-handling-toolkit.pdf>)
- Computers (e.g., desktop, laptop, tablets)
- Generators
- Audio-visual equipment (e.g., any product containing visual imagery, sound, or both)

#### Personnel (term, temporary, students, overtime, contract staff, etc.)

- Costs can include infrastructure needs (e.g., staff, contractors, storage, space) that support vaccination operations
- Employee salary and fringe

#### Supplies

- Signage
- Mail, postage, long distance calls, and computer transmittal cost for patient reminders
- Hand sanitizer with at least 60% alcohol
- Cleaning tools/supplies for frequent cleaning of clinic area
- Supplies (e.g., PPE for use during vaccination clinic)

#### Vehicle (may be allowable as they support COVID- 19 vaccine administration & reporting)

- Vehicle Lease
- Trailers and portable vehicle  
(A “trailer” is defined as a portable vehicle built on a chassis that is designed to be hauled from one site to another by a separate means of propulsion and that

serves, wherever parked, as a dwelling or place of business.)

- A “modular unit” is a prefabricated portable unit designed to be moved to a site and assembled on a foundation to serve as a dwelling or a place of business.
- The determination of whether costs to acquire trailers or modular units are allowable charges to HHS grant-supported projects depends on whether such units are classified as real property or equipment.
- A trailer or modular unit is considered real property when the unit and its installation are designed or planned to be installed permanently at a given location so as to seem fixed to the land as a permanent structure or appurtenance there to.
- Lease of Equipment

#### Construction and Renovation

- Renovations and minor construction (e.g., alteration of less than 50% total square footage of existing structure, renovation quotes), the building is suitable for human use, that is architecturally and structurally suitable for conversion
- Building Lease & Rental

#### Education and Outreach

- Health communication materials and health education (e.g., advertisement, media) to inform and protect the community
- Registration fees for attendance at conferences, symposiums, or seminars if necessary to accomplish project or program objectives

#### Vaccination Support

- Resources to complement, but not duplicate, other CDC vaccine delivery efforts (e.g., those activities covered under Activity 715)

### Non-allowed costs:

- Research
- Lobbying
- Vaccine purchase
- Purchase of alcoholic beverages
- Entertainment costs (e.g., amusements, social activities, and related costs)
- Major construction (e.g., new building, modification of more than 50% of structure, etc.)
- Fundraising costs
- Incentives
- Purchase of land or building
- Purchase of vehicle
- Honoraria
- Invention, Patent, or Licensing Costs
- Meals
- Trailers and portable vehicle units classified as real property may not be purchased

**FY25 - FAS** Activity Nbr + Name: **716** **CDC COVID-19 Vaccination Program**  
 federal award supplement FAS Number + Reason: **1** This FAS is accompanying an AA+BE or an AA Revision+BE Revision.  
 Assistance Listing Nbr + Name: **93.268** Immunization Cooperative Agreements  
 Is award R&D?: **NO** FAIN: **NH23IP922624** IDC rate: **n/a** Fed awd total amt: \$ **8,073,682**

Fed award project description: CDC-RFA-IP19-1901 Immunization and Vaccines for ChildrenGrant Amendment Supplement Action

Fed awd date + awarding agency: 03-31-21 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYUU13NC5	\$ 7,885	\$ 7,885	Jackson	X7YWWY6ZP574	\$ 7,885	\$ 7,885
Albemarle	WAAVS51PNMK3	\$ 2,502	\$ 2,502	Johnston	SYGAGEFDHYR7	\$ 7,885	\$ 7,885
Alexander	XVEEJSNY7UX9	\$ 21,258	\$ 21,258	Jones	HE3NNNUE27M7	\$ 32,490	\$ 32,490
Anson	PK8UYTSNJCC3	\$ 44,329	\$ 44,329	Lee	F6A8UC99JWJ5	\$ 184,023	\$ 184,023
Appalachian	CD7BFHB8W539			Lenoir	QKUFL37VPGH6	\$ 128,073	\$ 128,073
Beaufort	RN1SXF4LXN6	\$ 2,066	\$ 2,066	Lincoln	UGGQSSKBGJ5	\$ 11,044	\$ 11,044
Bladen	TLCTJWDJH1H9	\$ 176,394	\$ 176,394	Macon	LLPJBC6N2LL3	\$ 42,627	\$ 42,627
Brunswick	MJBMXLN9NJT5	\$ 7,885	\$ 7,885	Madison	YQ96F8BJYTJ9	\$ 7,885	\$ 7,885
Buncombe	W5TCDKMLHE69	\$ 285,103	\$ 285,103	MTW	ZK5GNNRNB56	\$ 73,398	\$ 73,398
Burke	KVJHUFURQDM5	\$ 5,401	\$ 5,401	Mecklenburg	EZ15XL6BMM68	\$ 766,122	\$ 766,122
Cabarrus	RDXNEJKJFU7	\$ 7,885	\$ 7,885	Montgomery	E78ZAJM3BFL3	\$ 7,885	\$ 7,885
Caldwell	HL4FGNJNGE97	\$ 322,532	\$ 322,532	Moore	HFNSK95F57Z8		
Carteret	UC6WJ2MQMJS8	\$ 94,287	\$ 94,287	Nash	NF58K566HQM7	\$ 218,367	\$ 218,367
Caswell	JDJ7Y7CGYC86	\$ 62,702	\$ 62,702	New Hanover	F7TLT2GMEJE1		
Catawba	GYUNA9W1NFM1	\$ 38,228	\$ 38,228	Northampton	CRA2KCAL8BA4	\$ 7,885	\$ 7,885
Chatham	KE57QE2GV5F1	\$ 7,885	\$ 7,885	Onslow	EGE7NBXW5JS6	\$ 7,885	\$ 7,885
Cherokee	DCEGK6HA11M5			Orange	GFMCW9XDA53		
Clay	HYKLVQVNLXK7			Pamlico	FT59QFEAU344	\$ 8,213	\$ 8,213
Cleveland	UWMUYMPVL483	\$ 7,885	\$ 7,885	Pender	T11BE678U9P5	\$ 7,885	\$ 7,885
Columbus	V1UAJ4L87WQ7	\$ 56,996	\$ 56,996	Person	FQ8LFJGMABJ4	\$ 7,885	\$ 7,885
Craven	LTZ2U8LZQ214	\$ 7,885	\$ 7,885	Pitt	VZNPMLFT5R6	\$ 57,701	\$ 57,701
Cumberland	HALND8WJ3GW4	\$ 7,885	\$ 7,885	Polk	QZ6BZPGLX4Y9	\$ 76,361	\$ 76,361
Dare	ELV6JGB11QK6	\$ 21,917	\$ 21,917	Randolph	T3BUM1CVS9N5	\$ 160,000	\$ 160,000
Davidson	C9P5MDJC7KY7	\$ 66,073	\$ 66,073	Richmond	Q63FZNTJM3M4	\$ 166,568	\$ 166,568
Davie	L8WBGLHZV239	\$ 106,355	\$ 106,355	Robeson	LKBEJQFLAAK5		
Duplin	KZN4GK5262K3	\$ 189,726	\$ 189,726	Rockingham	KGCCCHJJZZ43	\$ 167,140	\$ 167,140
Durham	LJ5BA6U2HLM7	\$ 177,560	\$ 177,560	Rowan	GCB7UCV96NW6	\$ 417,161	\$ 417,161
Edgecombe	MAN4LX44AD17	\$ 85,961	\$ 85,961	Sampson	WRT9CSK1KJY5	\$ 34,619	\$ 34,619
Foothills	NGTEF2MQ8LL4	\$ 17,102	\$ 17,102	Scotland	FNVTCUQGCHM5	\$ 104,822	\$ 104,822
Forsyth	V6BGVQ67YPY5	\$ 1,122,080	\$ 1,122,080	Stanly	U86MZUYPL7C5		
Franklin	FFKTRQCNN143	\$ 128,969	\$ 128,969	Stokes	W41TRA3NUNS1	\$ 121,792	\$ 121,792
Gaston	QKY9R8A8D5J6	\$ 107,185	\$ 107,185	Surry	FMWCTM24C9J8		
Graham	L8MAVKQJTYN7	\$ 12,036	\$ 12,036	Swain	TAE3M92L4QR4	\$ 7,885	\$ 7,885
Granv-Vance	MGQJKK22EJB3	\$ 86,205	\$ 86,205	Toe River	JUA6GAU9UM1	\$ 235,176	\$ 235,176
Greene	VCU5LD71N9U3			Transylvania	YLN4BFCJCP39	\$ 62,072	\$ 62,072
Guilford	YBEQWGFJPMJ3	\$ 769,408	\$ 769,408	Union	LHMKBD4AGRJ5	\$ 127,914	\$ 127,914
Halifax	MRL8MYNJ33Y5	\$ 11,811	\$ 11,811	Wake	FTJ2WJPLWMJ3		
Harnett	JBD9V41BX7	\$ 212,402	\$ 212,402	Warren	TLNAU5CNHSU5	\$ 124,655	\$ 124,655
Haywood	DQHZEAV95G5			Wayne	DACFHCLQKMS1	\$ 149,719	\$ 149,719
Henderson	TG5AR81JLFQ5			Wilkes	M14KKHY2NNR3	\$ 30,000	\$ 30,000
Hoke	C1GWSADARX51	\$ 46,692	\$ 46,692	Wilson	ME2DJHMYWG55	\$ 18,115	\$ 18,115
Hyde	T2RSYN36NN64	\$ 140,237	\$ 140,237	Yadkin	PLCDT7JFA8B1		
Iredell	XTNRLKJLA4S9	\$ 7,948	\$ 7,948	Yancey	L98MCUHKC2J8	\$ 7,885	\$ 7,885

DPH-Aid-To-Counties

For Fiscal Year: 24/25

Budgetary Estimate Number : 0

Activity 716	AA	133401 2B06315 20G0092002	Total Allocated	Proposed Total	New Total
Service Period		06/01-05/31			
Payment Period		07/01-06/30			
01 Alamance	* 0	7,885	\$0.00	7,885	7,885
D1 Albemarle	* 0	2,502	\$0.00	2,502	2,502
02 Alexander	* 0	21,258	\$0.00	21,258	21,258
04 Anson	* 0	44,329	\$0.00	44,329	44,329
D2 Appalachian	*	0	\$0.00	0	0
07 Beaufort	* 0	2,066	\$0.00	2,066	2,066
09 Bladen	* 0	176,394	\$0.00	176,394	176,394
10 Brunswick	* 0	7,885	\$0.00	7,885	7,885
11 Buncombe	* 0	285,103	\$0.00	285,103	285,103
12 Burke	* 0	5,401	\$0.00	5,401	5,401
13 Cabarrus	* 0	7,885	\$0.00	7,885	7,885
14 Caldwell	* 0	322,532	\$0.00	322,532	322,532
16 Carteret	* 0	94,287	\$0.00	94,287	94,287
17 Caswell	* 0	62,702	\$0.00	62,702	62,702
18 Catawba	* 0	38,228	\$0.00	38,228	38,228
19 Chatham	* 0	7,885	\$0.00	7,885	7,885
20 Cherokee		0	\$0.00	0	0
22 Clay	*	0	\$0.00	0	0
23 Cleveland	* 0	7,885	\$0.00	7,885	7,885
24 Columbus	* 0	56,996	\$0.00	56,996	56,996
25 Craven	* 0	7,885	\$0.00	7,885	7,885
26 Cumberland	* 0	7,885	\$0.00	7,885	7,885
28 Dare	* 0	21,917	\$0.00	21,917	21,917
29 Davidson	* 0	66,073	\$0.00	66,073	66,073
30 Davie	* 0	106,355	\$0.00	106,355	106,355
31 Duplin	* 0	189,726	\$0.00	189,726	189,726
32 Durham	* 0	177,560	\$0.00	177,560	177,560
33 Edgecombe	* 0	85,961	\$0.00	85,961	85,961
D7 Foothills	* 0	17,102	\$0.00	17,102	17,102
34 Forsyth	* 0	1,122,080	\$0.00	1,122,080	1,122,080
35 Franklin	* 0	128,969	\$0.00	128,969	128,969
36 Gaston	* 0	107,185	\$0.00	107,185	107,185
38 Graham	* 0	12,036	\$0.00	12,036	12,036
D3 Gran-Vance	* 0	86,205	\$0.00	86,205	86,205
40 Greene		0	\$0.00	0	0
41 Guilford	* 0	769,408	\$0.00	769,408	769,408
42 Halifax	* 0	11,811	\$0.00	11,811	11,811
43 Harnett	* 0	212,402	\$0.00	212,402	212,402
44 Haywood	*	0	\$0.00	0	0
45 Henderson	*	0	\$0.00	0	0
47 Hoke	* 0	46,692	\$0.00	46,692	46,692
48 Hyde	* 0	140,237	\$0.00	140,237	140,237
49 Iredell	* 0	7,948	\$0.00	7,948	7,948
50 Jackson	* 0	7,885	\$0.00	7,885	7,885

51 Johnston	*	0	7,885	\$0.00	7,885	7,885
52 Jones	*	0	32,490	\$0.00	32,490	32,490
53 Lee	*	0	184,023	\$0.00	184,023	184,023
54 Lenoir	*	0	128,073	\$0.00	128,073	128,073
55 Lincoln	*	0	11,044	\$0.00	11,044	11,044
56 Macon	*	0	42,627	\$0.00	42,627	42,627
57 Madison	*	0	7,885	\$0.00	7,885	7,885
D4 M-T-W	*	0	73,398	\$0.00	73,398	73,398
60 Mecklenburg	*	0	766,122	\$0.00	766,122	766,122
62 Montgomery	*	0	7,885	\$0.00	7,885	7,885
63 Moore	*		0	\$0.00	0	0
64 Nash	*	0	218,367	\$0.00	218,367	218,367
65 New Hanover	*		0	\$0.00	0	0
66 Northampton	*	0	7,885	\$0.00	7,885	7,885
67 Onslow	*	0	7,885	\$0.00	7,885	7,885
68 Orange	*		0	\$0.00	0	0
69 Pamlico	*	0	8,213	\$0.00	8,213	8,213
71 Pender	*	0	7,885	\$0.00	7,885	7,885
73 Person	*	0	7,885	\$0.00	7,885	7,885
74 Pitt	*	0	57,701	\$0.00	57,701	57,701
75 Polk	*	0	76,361	\$0.00	76,361	76,361
76 Randolph	*	0	160,000	\$0.00	160,000	160,000
77 Richmond	*	0	166,568	\$0.00	166,568	166,568
78 Robeson			0	\$0.00	0	0
79 Rockingham	*	0	167,140	\$0.00	167,140	167,140
80 Rowan	*	0	417,161	\$0.00	417,161	417,161
82 Sampson	*	0	34,619	\$0.00	34,619	34,619
83 Scotland	*	0	104,822	\$0.00	104,822	104,822
84 Stanly	*		0	\$0.00	0	0
85 Stokes	*	0	121,792	\$0.00	121,792	121,792
86 Surry			0	\$0.00	0	0
87 Swain	*	0	7,885	\$0.00	7,885	7,885
D6 Toe River	*	0	235,176	\$0.00	235,176	235,176
88 Transylvania	*	0	62,072	\$0.00	62,072	62,072
90 Union	*	0	127,914	\$0.00	127,914	127,914
92 Wake			0	\$0.00	0	0
93 Warren	*	0	124,655	\$0.00	124,655	124,655
96 Wayne	*	0	149,719	\$0.00	149,719	149,719
97 Wilkes	*	0	30,000	\$0.00	30,000	30,000
98 Wilson	*	0	18,115	\$0.00	18,115	18,115
99 Yadkin			0	\$0.00	0	0
00 Yancey	*	0	7,885	\$0.00	7,885	7,885
Totals			8,073,682	0	8,073,682	8,073,682

Sign and Date - DPH Program Administrator <i>Deji Ayankoya</i> 7/23/2024	Sign and Date - DPH Section Chief <i>Mac Kemer</i> 7/23/2024
Sign and Date - DPH Budget Office – ATC Coordinator <i>Sam Ruffin</i> 7/23/2024	Sign and Date - DPH Budget Officer <i>S. Ruffin</i> 7/24/2024

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Health Department: Budget Amendment (BNA#015)**

---

**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#015)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA015_9.17.24.pdf	Health Dept Admin Budget Amendment BNA#015

BUDGET ORDINANCE AMENDMENT

BNA # 015

TO BE SUBMITTED TO BOARD MEETING September 17, 2024  
FOR CONSIDERATION AT MEETING TO BE HELD ON \_\_\_\_\_

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: HEALTH  
DATE: August 30, 2024

SIGNATURES:  
  
\_\_\_\_\_  
Finance Director  
  
\_\_\_\_\_  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
012.530.4.350.00	N/A	General Administration	State Govt Grant	\$ 50,000.00	
012.530.5.370.00	N/A	General Administration	Advertising/Promotions	\$ 50,000.00	

Explanation of Revisions: Cleveland County Health Department has been allocated \$50,000 from NC Division of Public Health. These funds will be used towards marketing expenses.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY COMMISSIONERS' MEETING ON \_\_\_\_\_ (Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the Board

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_

# Division of Public Health Agreement Addendum FY 24-25

Cleveland County Health Department  
**Local Health Department Legal Name**

Local and Community Support /  
Local Technical Assistance and Training  
**DPH Section / Branch Name**

121 ARPA TSF Public Health Services  
**Activity Number and Description**

Susan H. Little, 919-215-4471  
susan.little@dhhs.nc.gov  
**DPH Program Contact**  
(name, phone number, and email)

06/01/2024 – 05/31/2025  
**Service Period**

**DPH Program Signature** **Date**  
(only required for a negotiable Agreement Addendum)

07/01/2024 – 06/30/2025  
**Payment Period**

Marketing

Original Agreement Addendum  
 Agreement Addendum Revision # \_\_\_\_\_

**I. Background:**

This funding, provided through budget receipts transferred from the ARPA Temporary Savings fund and made available through the NCGA 2023 Appropriations Act, HB 259, provides a \$50,000 grant in each year of the 2023-2025 fiscal biennium to each local health department to support activities authorized under the General Aid-to-Counties Agreement Addendum including the delivery of the 10 Essential Public Health Services per GS § 130A-1.1.<sup>1</sup>, the core functions of public health (Assessment, Policy Development, Assurance), and the specific health needs or health status indicators selected by each local health department.

Per HB 259, Section 4.7.(i), “The funds appropriated from the State Fiscal Recovery Fund in this act and in prior enactments of the General Assembly shall not revert at the end of each fiscal year of the 2023-2025 fiscal biennium but shall remain available to expend and appropriate until the date set by applicable federal law or guidance.”

**II. Purpose:**

This Agreement Addendum for Activity 121 further enhances the ability of local health departments to deliver the essential services and core functions of public health to address the specific health needs or health status indicators selected by the local health department.

<sup>1</sup> [https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_130A/Article\\_1.pdf](https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_130A/Article_1.pdf)

DocuSigned by:  
Tiffany Hansen 61062A22387F407... 7/17/2024  
Health Director Signature (use blue ink or verifiable digital signature) Date

LHD to complete: LHD program contact name: Tiffany Hansen  
[For DPH to contact in case follow-up information is needed.] Phone and email address: 980-484-5200/ Tiffany.Hansen@clevelandcountync.gov

- a. **Expenditures by Type Report:** LHD will provide funding expenditures by type for the annual reporting period.
  1. Personnel (Salaries, Fringe, Benefits, etc. Do not include contracted staff)
  2. Training and Education
  3. Travel and Mileage
  4. Medical Supplies
  5. Office/Administrative Supplies
  6. Contracted Services (included contracted staff)
  7. Other administrative costs (specify)
  8. Other (specify)
  
- b. **Prioritized Health Needs or Indicators and Statement of Impact Reports:** LHD will select one or more of the following health needs or indicators prioritized for the annual reporting period:
  1. Environmental Health
  2. Communicable Disease
  3. Maternal Health
  4. Child Health
  5. Chronic Disease
  6. Injury Prevention
  7. Access to or Linkage to Care
  8. Mental Health
  9. Behavioral Health
  10. Other health needs or indicators

**Statement of Impact:** LHD will provide a statement that demonstrates what impact these funds had on prioritized health needs or indicators.

**V. Performance Monitoring and Quality Assurance:**

The LTAT Branch will monitor performance by reviewing the annual Expenditures by Type Report, the Prioritized Health Needs or Indicators and Statement of Impact Reports. These financial and performance reports are provided by the LHD via the Smartsheet dashboard.

If the LHD seeks assistance in clarifying any part of this Agreement Addendum's requirements, LTAT Branch staff shall provide technical assistance upon request. If additional information is required, a phone conference will be conducted.

**VI. Funding Guidelines or Restrictions:**

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
  - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.



DPH-Aid-To-Counties

For Fiscal Year: 24/25

Budgetary Estimate Number : 0

Activity 121	AA	131204 2BTS190 2000400000	Total Allocated	Proposed Total	New Total
Service Period		06/01-05/31			
Payment Period		07/01-06/30			
01 Alamance	*	0	50,000	\$0.00	50,000
D1 Albemarle	*	0	100,000	\$0.00	100,000
02 Alexander	*	0	100,000	\$0.00	100,000
04 Anson	*	0	97,861	\$0.00	97,861
D2 Appalachian	*	0	100,000	\$0.00	100,000
07 Beaufort	*	0	100,000	\$0.00	100,000
09 Bladen	*	0	100,000	\$0.00	100,000
10 Brunswick	*	0	79,133	\$0.00	79,133
11 Buncombe	*	0	100,000	\$0.00	100,000
12 Burke	*	0	50,000	\$0.00	50,000
13 Cabarrus	*	0	100,000	\$0.00	100,000
14 Caldwell	*	0	100,000	\$0.00	100,000
16 Carteret	*	0	50,000	\$0.00	50,000
17 Caswell	*	0	100,000	\$0.00	100,000
18 Catawba	*	0	82,804	\$0.00	82,804
19 Chatham	*	0	100,000	\$0.00	100,000
20 Cherokee	*	0	50,000	\$0.00	50,000
22 Clay	*	0	89,553	\$0.00	89,553
23 Cleveland	*	0	65,490	\$0.00	65,490
24 Columbus	*	0	100,000	\$0.00	100,000
25 Craven	*	0	100,000	\$0.00	100,000
26 Cumberland	*	0	100,000	\$0.00	100,000
28 Dare	*	0	100,000	\$0.00	100,000
29 Davidson	*	0	100,000	\$0.00	100,000
30 Davie	*	0	50,000	\$0.00	50,000
31 Duplin	*	0	100,000	\$0.00	100,000
32 Durham	*	0	100,000	\$0.00	100,000
33 Edgecombe	*	0	88,507	\$0.00	88,507
D7 Foothills	*	0	51,309	\$0.00	51,309
34 Forsyth	*	0	50,000	\$0.00	50,000
35 Franklin	*	0	100,000	\$0.00	100,000
36 Gaston	*	0	100,000	\$0.00	100,000
38 Graham	*	0	50,000	\$0.00	50,000
D3 Gran-Vance	*	0	50,000	\$0.00	50,000
40 Greene	*	0	100,000	\$0.00	100,000
41 Guilford	*	0	59,852	\$0.00	59,852
42 Halifax	*	0	50,000	\$0.00	50,000
43 Harnett	*	0	100,000	\$0.00	100,000
44 Haywood	*	0	71,188	\$0.00	71,188
45 Henderson	*	0	100,000	\$0.00	100,000
47 Hoke	*	0	78,547	\$0.00	78,547
48 Hyde	*	0	100,000	\$0.00	100,000
49 Iredell	*	0	100,000	\$0.00	100,000
50 Jackson	*	0	50,000	\$0.00	50,000
51 Johnston	*	0	100,000	\$0.00	100,000
52 Jones	*	0	50,000	\$0.00	50,000
53 Lee	*	0	71,607	\$0.00	71,607
54 Lenoir	*	0	100,000	\$0.00	100,000
55 Lincoln	*	0	100,000	\$0.00	100,000
56 Macon	*	0	100,000	\$0.00	100,000
57 Madison	*	0	55,352	\$0.00	55,352
D4 M-T-W	*	0	50,000	\$0.00	50,000
60 Mecklenburg	*	0	50,000	\$0.00	50,000
62 Montgomery	*	0	100,000	\$0.00	100,000
63 Moore	*	0	50,000	\$0.00	50,000
64 Nash	*	0	100,000	\$0.00	100,000
65 New Hanover	*	0	50,000	\$0.00	50,000
66 Northampton	*	0	100,000	\$0.00	100,000
67 Onslow	*	0	100,000	\$0.00	100,000
68 Orange	*	0	100,000	\$0.00	100,000
69 Pamlico	*	0	77,127	\$0.00	77,127
71 Pender	*	0	100,000	\$0.00	100,000

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Health Department: Budget Amendment (BNA#016)**

---

**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#016)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA016_9.17.24.pdf	Health Dept Admin Budget Amendment BNA#016


BUDGET ORDINANCE AMENDMENT

BNA # 016

TO BE SUBMITTED TO BOARD MEETING September 17, 2024  
FOR CONSIDERATION AT MEETING TO BE HELD ON \_\_\_\_\_

FROM: BUDGET OFFICER  
THRU: FINANCE OFFICE  
FOR DEPT: HEALTH  
DATE: August 30, 2024

SIGNATURES:  
  
Finance Director  
  
Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
4.991.00					
012.530.4.840.00	N/A	General Administration	Contributions/Donations	\$ 720.00	
012.530.5.790.00	N/A	General Administration	Contributions/Donations	\$ 720.00	

Explanation of Revisions: Cleveland County Health Department received \$720.00 in donation funds to be used towards the emergency food bag program at the health department. These funds were received in FY 24 and we request them to be budgeted in FY 25.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY COMMISSIONERS' MEETING ON \_\_\_\_\_ (Date)

\_\_\_\_\_  
Phyllis Nowlen, Clerk to the Board

cc: Personnel Batch # \_\_\_\_\_  
cc: Purchasing Date: \_\_\_\_\_  
By: \_\_\_\_\_

CLEVELAND COUNTY

KF3112

DUPLICATE CASH RECEIPT

08:49:11 24 JUL 2024

-----  
 Receipt Number 53254  
 Date 05/28/2024  
 Payer HEALTH  
 Description 5/24 HEALTH  
 Type EFT  
 Cash Account 010-000-1-130-01  
 Amount 1,144.18

Deposit Number -

012-533-4-510-00	DEPARTMENTAL FEES AH	R	51.00
065-000-1-130-14	HOMETRUST-CREDIT CARD ACC AH CC CHGS	A	-51.00
012-530-4-810-00	CONTRIBUTIONS/DONATIONS T-SHIRT FUND RAISER	R	580.00
013-660-4-510-78	WELLNESS TIER 5-PHARM FEES PDMI	R	551.93
013-660-4-510-65	WELLNESS CLINICIAN FEES EHC	R	89.00
013-660-4-510-00	DEPARTMENTAL FEES EHC	R	15.00
065-000-1-130-14	HOMETRUST-CREDIT CARD ACC EHC CC CHGS	A	-94.00
012-539-4-510-00	DEPARTMENTAL FEES FP	R	30.00
065-000-1-130-14	HOMETRUST-CREDIT CARD ACC FP CC CHGS	A	-116.50
012-539-4-610-00	INSURANCE FEES FP	R	86.50
065-000-1-130-14	HOMETRUST-CREDIT CARD ACC IM CC HCGS	A	-220.17
012-533-4-610-00	INSURANCE FEES IM	R	220.17
012-533-4-510-00	DEPARTMENTAL FEES R#922390	R	2.25
065-000-1-130-14	HOMETRUST-CREDIT CARD ACC PC CC CHGS	A	-8.40
012-550-4-610-66	INSURANCE FEES-PRIMARY CARE-COMMUNITY PC COM	R	8.40

TOTAL RECEIPTS

-----  
1,144.18  
-----

580.000 +  
 100.00 +  
 20.00 +  
 20.00 +  
 720.00 \*

CLEVELAND COUNTY

KF3112

DUPLICATE CASH RECEIPT

08:49:25 24 JUL 2024

Receipt Number 53293  
 Date 05/29/2024  
 Payer HEALTH  
 Description 5/28 HEALTH  
 Type Memo  
 Cash Account 010-000-1-130-01  
 Amount 891.55

Deposit Number -

012-533-4-510-00	DEPARTMENTAL FEES AH	R	19.00
012-530-4-810-00	CONTRIBUTIONS/DONATIONS T-SHIRT FUND RAISER	R	100.00
013-660-4-510-78	WELLNESS TIER 5-PHARM FEES PMDI	R	708.38
013-660-4-510-65	WELLNESS CLINICIAN FEES EHC	R	40.00
065-000-1-130-14	HOMETRUST-CREDIT CARD ACC EHC CC CHGS	A	-20.00
012-533-4-510-00	DEPARTMENTAL FEES FT	R	573.00
065-000-1-130-14	HOMETRUST-CREDIT CARD ACC FT CC CHGS	A	-573.00
012-533-4-510-00	DEPARTMENTAL FEES GEN	R	120.00
065-000-1-130-14	HOMETRUST-CREDIT CARD ACC GEN CC CHGS	A	-80.00
012-533-4-510-00	DEPARTMENTAL FEES R#922391	R	0.75
065-000-1-130-14	HOMETRUST-CREDIT CARD ACC MEDICAL RECORDS CC CHGS	A	-0.75
012-550-4-510-00	DEPARTMENTAL FEES-PRIMARY CARE-EMPLOYEE PC	R	25.00
065-000-1-130-14	HOMETRUST-CREDIT CARD ACC PC CC CHGS	A	-25.00
054-473-4-510-00	DEPARTMENTAL FEES	R	4.17

TOTAL RECEIPTS

891.55





TEMP.REPORT.FILE# 012-530-5-790-00

Date	Typ	Trans Id	Vendor Desc	Debits
-----	---	-----	-----	-----
062824	JOE	9099	GEN T SHIRTS BRADLEYS SCR EEN PRINTING - Purchase	626.09
				=====
				626.09

1 records listed.



**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Health Department: Budget Amendment (BNA#017)**

---

**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#017)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA017_9.17.24.pdf	BNA 017

BUDGET ORDINANCE AMENDMENT

BNA # 017

TO BE SUBMITTED TO BOARD MEETING September 17, 2024

FROM: BUDGET OFFICER  
 THRU: FINANCE OFFICE  
 FOR DEPT: Health Department  
 DATE: August 30, 2024

SIGNATURES:

[Signature]  
 Finance Director  
[Signature]  
 Department Manager

Account Number	Project Code	Department	Account Name	Increase	Decrease
<del>012.548.4.540.95</del>	012.548.4.911.00	CODAP	Contracted Revenue	\$8,500.00	
012.548.5.121.00	<u>[Signature]</u>	CODAP	Salaries/reg	\$3,118.00	
012.548.5.310.95		CODAP	Travel	\$ 2,691.00	
012.548.5.370.95		CODAP	Advertising	\$ 2,691.00	

Explanation of Revisions: Cleveland County Health Department has received an additional \$8,500.00 from Partners Behavioral Health to be used towards substance use prevention strategies.

THE ABOVE AMENDMENT HAS BEEN APPROVED AND RECORDED IN THE MINUTES OF THE COUNTY COMMISSIONERS' MEETING ON \_\_\_\_\_ (Date)

\_\_\_\_\_  
 Phyllis Nowlen, Clerk to the Board

RETURN TO COUNTY FINANCE OFFICE

cc: Personnel Batch # \_\_\_\_\_  
 cc: Purchasing By \_\_\_\_\_

**Attachment A**  
**REIMBURSEMENT SCHEDULE FOR SERVICES**  
**Cleveland County Health Department**

Services listed in this Attachment are to be provided to Enrollees in the Catchment area. The services being purchased with this Contract are listed below and include only those services that have been approved by Partners for named provider. Current Medicaid rates as posted on the NC DHHS Website, NC Division of Health Benefits (DHB) will be used for reimbursement of billed services as a guide; however, State Funded rate are negotiated with Partners directly.

The DHB website address for fees <https://medicaid.ncdhhs.gov/providers/fee-schedules>.

As rates change, written notification will be provided via Communication Bulletins and website postings. Contracts will not be amended for rate changes.

**Total maximum amount to be reimbursed for UCR and Non-UCR for this fiscal year is \$70,500.00**

**Non-Unit Cost Reimbursed (Non-UCR) Services funded by State and Federal Funds** will be billed to LME via electronic invoice with expenditures and backup as applicable and noted below. Some Federal funded programs and grants have specific expenditure requirements, which will be listed below. The total amount reimbursable for the Non-UCR services listed in the immediate grid below for **FY24-25 is \$0.00**

See below grid for allocations:

Service Category	Non-UCR Funding Source	Amount	Documentation Requirements (as applicable and listed)
SA Prevention	Federal	70,500.00	Invoice

**PROVIDER SPECIFIC INSTRUCTIONS BY ABOVE CATEGORY:**

**Federal Grant Allocation:**

- Provider demonstrates evidenced the individual meets designated target population
- Provider demonstrates evidence of TB screening as application
- Designated population are given priority in accordance with Federal block grant.

Community Health Block Grant Funds. Your agency agrees to comply with sections of Title V of the Public Health Services Act (42 U.S.C. 300X-1 et seq.) Section 1913 notes these funds are to be used for adults and children with severe mental illnesses (the LME may specify certain target pops that are to be used) in outpatient services. Service must be billed through the IPRS system and will require completion of CDW data. Your agency may also be audited periodically on consumer specific services by the NC Division of Mental Health/Developmental Disabilities/substance Abuse Section and your staff will comply with all request and attend the audits as scheduled.

SA Prevention: See 45 C.F.R. 96.121 Definition of SA (Substance Abuse) Primary Prevention Program, 96.124 (a) & (b) Prevention Set-Aside, 96.125(a) Primary Prevention, 96.125(b) Primary Prevention (Strategies). SAPTBG Compliance Report-Submit a semi-annual SAPTBG Compliance report by the 15th of the month following the end of the semi-annual period to the LME Contract Department for the section pertaining to the SA Prevention Grant. Reports are to be accurate and complete.

### Substance Abuse Prevention and Treatment Block Grant (SAPTBG)

- Provide SYNAR activities in accordance with Block Grant requirement
- Provide information dissemination; education; alternative strategies; problem identification and referral; community-based processing; and environmental strategies in accordance with block grant requirement
- Provide and evidenced-based universal selective or indicated SA prevention program
- Provide services to the universal, selective, and indicated population in accordance to grant requirements.

All contracted providers that receive Substance Abuse Prevention and Treatment Block Grant (SAPTBG) funds shall comply with section 96.127(a), Requirements Regarding Tuberculosis. Each contracted provider is to establish internal policies assuring TB screening for individuals with a substance use disorder and individuals identified as high risk for TB which shall include:

- Screening of all admitted consumers for communicable diseases including TB
- Consumers whose screenings indicate high risk will be referred to the local health departments for additional testing and treatment as applicable.
- Results are to be maintained in the consumer's record
- Linkage to case management and/or care coordination services as applicable

Partners BHM will monitor compliance and offer technical assistance with this requirement at least annually.

**Reimbursement** is contingent on fund availability from the State. Payment to Provider is contingent on appropriate service provision and documentation by qualified staff, and appropriate billing of authorized services. Non-UCR funding must be invoiced. Provider should submit expenditures and invoice monthly to:

**Partners Health Management – NonUCR Accounts Payable  
901 S. New Hope Road, Gastonia, NC, 28054**

**OR**

**Email to [NonUCR@partnersbhm.org](mailto:NonUCR@partnersbhm.org)**

Non-UCR Federal Expenditure related submissions (as applicable) must include copies of receipts, copies of checks for expenses, along with general ledger reports for each service category in which reimbursement is being requested.

**LME will perform quarterly reviews and reserves the right to adjust amounts according to utilization and funding availability.** Claims must be submitted within 90 days from date of service in order to be reimbursed. **Services submitted after 90 days will be denied.** Provider must use appropriate billing codes when invoicing, based on provider credentials. Rates will be paid according to current NC DHHS NC Division of Health Benefits rate schedules or as negotiated.

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Health Department: Budget Amendment (BNA#018)**

---

**Department:** Health Department

**Agenda Title:** Budget Amendment (BNA#018)

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA018_9.17.24.pdf	Health Dept Primary Care Budget Amendment BNA#018



Leslie McSwain

12,550.4410.00 (PC)

**From:** Tammy Griffin  
**Sent:** Friday, June 21, 2024 9:04 AM  
**To:** Leslie McSwain; Tiffany Hansen  
**Cc:** Heather Voyles  
**Subject:** FW: CCNC Capacity Building Grant Award Notification

**Importance:** High

Yay!!

**From:** Randy Barrington <rbarrington@communitycarenc.org>  
**Sent:** Friday, June 21, 2024 8:56 AM  
**To:** Tammy Griffin <tammy.griffin@clevelandcountync.gov>  
**Subject:** CCNC Capacity Building Grant Award Notification

[ External Sender ]



Sent on behalf of Dr. Tom Wroth, CEO of Community Care of North Carolina

June 21, 2024

*alumni-event - job supplies - awards food -*  
Dear **Cleveland County Health Department:**

I am pleased to inform you that Community Care of North Carolina, Inc. ("CCNC") has awarded your practice a one-time capacity building grant in the amount of **\$19,993.50** which represents \$13.50 per member as calculated based on your total April 2024 attribution of **1,481 members** as reported in the member files provided to CCNC by each of the Medicaid Prepaid Health Plans (PHP) for that month. As attribution rates vary from month to month, this attribution data was the most current and accurate data available. If your practice is a multi-site organization, please note that individual payments will be made at the location level.

**Please note, this Capacity Grant Award letter is being sent to you as the Primary Business Contact for your practice and we encourage you to share with others in your organization that may need official notification of the grant.**

The purpose of this grant is to further CCNC's charitable mission to improve the health and quality of life of all North Carolinians by building and supporting better community-based health care delivery systems and should be applied consistently therewith. Acceptable uses for these funds include, but are not limited to:

- Expanding access to care for the increasing Medicaid expansion population
- Offering extended hours and open access scheduling
- Purchasing equipment (e.g. vaccine storage, A1C machines, technology)
- Hiring staff to manage quality improvement
- Improving workflows to close care gaps and quality gaps
- Employing certified coder/risk coder

- Ensuring timely transitional care visits and care management referrals
- Other activities to drive value-based care performance improvement

Consistent with CCNC's tax-exempt status, grant funds may not be used for lobbying or partisan political activities.

This grant period will be one (1) year and the award will be made in a single payment by EFT, labeled "**Capacity Bldg Grant 2024**" on or before June 28, 2024. Your acceptance of these funds will constitute your agreement to use the funds for capacity-building purposes, such as those described above. Any funds remaining at the end of the grant period must be used for value-based care capacity building purposes.

Thank you for all that you continue to do for the health and quality of life of your patients.

Sincerely,

Tom Wroth, MD, MPH  
President and CEO  
Community Care of North Carolina, Inc.





## **Suggested Ways to Use Capacity Building Funds for Improving Combo 10 rates**

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- Nurse only immunization visits
- Additional vaccine storage/refrigerators
- Summer intern to support the Combo 10 work
- EHR optimization re: templates, alerts, integration w/NCIR
- Enhancements to EHR Patient Portal – enhanced notifications, scheduling component
- Purchase Microsoft Suite for office computers – Excel to run reports from Practice Perfect<sup>SM</sup>
- Patient ed materials, video in waiting room, banner on website, buttons for staff
- Flu clinics
- Vaccine parties
- Patient incentives (gift cards, stuffed animal...)
- Laminated vaccine cards for patients

## **Suggested Ways to Use Capacity Building Funds for Improving A1c & CBP**

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- A1c POC testing machine, supplies
- Partner or contract with a diabetes educator, dietitian
- Summer intern to support the diabetes & hypertension quality measure work
- Enhancements to EHR Patient Portal – enhanced notifications, scheduling component
- Purchase Microsoft Suite for office computers – Excel to run reports from Practice Perfect<sup>SM</sup>
- EHR optimization re: A1c, CBP templates, alerts, etc.
- Patient ed materials, video in waiting room, banner on website, buttons for staff
- Support innovative educational activities: Implement group diabetes education classes, hold diabetes and hypertension fairs

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Library: Budget Amendment (BNA#019)**

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**Department:** Library

**Agenda Title:** Budget Amendment (BNA#019)

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> BNA019_9.17.24.pdf	Library Budget Amendment BNA#019



**GRANT AGREEMENT**  
**LSTA 2024-2025 Scholarship Grant**  
State Project Code: NC-LSTA-24- 070

This is an agreement by and between, Cleveland County Library System  
hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Natural and Cultural Resources, hereinafter referred to as the "State Library."

Institution and/or Library Name: Cleveland County Library System

Mailing address: 104 Howie Drive

City, State, ZIP: Shelby, NC 28150-5036

Project manager name/title: Wright Adams/Richard Dellinger

Project manager telephone: 704-692-6523/704-487-9069

Project manager email: wright.adams@clevelandcountync.gov/richard.dellinger@clevelandcountync.gov

Unique Entity Identifier: MXEZRW9DKR86

Federal Employer Identification Number: 56-6000288-B

Indirect cost rate for this award: N/A

Library fiscal year ending date: June 30

Federal Award Identification Information required by 2 CFR 200.332

Federal Award ID number: LS-256834-OLS-24

Federal Award Date: April 18, 2024

Grant Award Period Start and End Date: July 1, 2024 - June 30, 2025

Amount of Federal Funds Obligated by this Action: \$3000.00

Federal Award Project Description as required by FFATA: LSTA Grants to States

Contact information for awarding official: Catherine Prince, Federal Programs Consultant, State Library of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-814-6796, catherine.prince@dncr.nc.gov.

CFDA Name / Number: LSTA State Grants / 45.310

This award is not R&D.

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA) funds to be disbursed through North Carolina Accounting System accounting fund 46011495410145.

**IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING, THE LIBRARY HEREBY AGREES TO:**

1. Accept and administer an LSTA grant from the State Library in the amount of \$ 3000.00 for costs associated with the project represented in the Library's grant application, grant award letter, and any amendments thereto.
2. Abide by all Grant Provisions as certified in this document and the grant application; including any certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA) Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; and Nondiscrimination.

3. Regularly inform the State Library on the progress of project activities as defined in the grant application.
4. Encumber and expend project funds (grant and matching)
  - only upon or after the effective date of this grant agreement and before its termination;
  - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
  - in accordance with all applicable local, state and federal laws and regulations.
5. Expend project funds in a manner that ensures free and open competition.
6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures (grant and matching) as defined in the grant application, at least quarterly, on or before October 15, January 15, and April 15.
7. Submit grant progress reports, briefly describing current and anticipated project expenditures and project activities, as requested by the State Library.
8. Complete all project expenditures (grant and matching) by **June 30, 2025**, or by the termination date of this agreement as amended by mutual consent.
9. On or before **July 15, 2025**, submit a single request for reimbursement.
10. If eligible, the Library and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
11. Request prior written approval from the State Library for any equipment with a per unit price above \$5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.
12. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: “This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-256834-OLS-24).” Submit a copy of any publications or materials produced under the grant to the State Library.
13. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.
14. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this agreement and must provide all information necessary for the Library to comply with the terms of this agreement.
15. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.

16. Submit a final report to the State Library by **July 30, 2025**, providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.
17. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.
18. Complete the Single Audit Certification as directed and maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Natural and Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.
19. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of 2 CFR 200, Subpart F - Audit Requirements, as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.
20. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration; oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants," including submission of required financial reports within six months (or nine months for \$500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.
21. The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees or performance).
22. File with the State Library a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.
23. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

**THE STATE LIBRARY AGREES TO:**

1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.

2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted by the Library. Pay by **June 30, 2025**, all approved requests received on or before **April 15, 2025**, and by **August 31, 2025**, all approved requests received by **July 15, 2025**.
3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.
4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

**THIS AGREEMENT** is in effect upon signing by all parties. It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by: September 10, 2024 may be withdrawn.

*[Please sign below.]*

x		
Signature, Library Director		Date
Wright Adams		
Printed Name		
x		
Signature, Local Government or Institutional Representative		Date
Philip Steffen		
Printed Name		Title
x		
Signature, Michelle Underhill, State Librarian		Date

**GRANT PROVISIONS**

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

1. Grant Agreement and Timing of Expenditures

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian *before* any funds may be encumbered or expended for the project.

2. Allowable and Unallowable Costs

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded.

The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

3. Legal and Regulatory Compliance

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

4. Budget Revisions and Programmatic Changes

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

5. Records Retention

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

6. Free and Open Competition

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

7. Debarment & Suspension

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at <https://www.sam.gov>.

8. Equipment Purchases and Inventory

Equipment with a per unit price above \$5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds \$5,000, disposal must be cleared with the State Library.

9. Publicizing & Acknowledging Funds

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: "This publication/activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources." Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at [http://www.imls.gov/recipients/imls\\_acknowledgement.aspx](http://www.imls.gov/recipients/imls_acknowledgement.aspx)

10. Lobbying

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over \$100,000 must file a certification regarding lobbying.

11. Non-discrimination

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 *et. seq*); 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

12. Trafficking in Persons

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

13. Audit and Financial Reporting Requirements

LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR 200, Subpart F - Audit Requirements
- North Carolina General Statute 143C-6-23 "State grant funds: administration; oversight and reporting requirements," and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, "Uniform Administration of State Grants."

## LEGAL REFERENCES:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 - Nonprocurement debarment and suspension
- 2 CFR 3186 - Requirements for drug-free workplace



## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; LOBBYING; FEDERAL DEBT STATUS; AND NONDISCRIMINATION**

### **1. DEBARMENT AND SUSPENSION**

The grantee shall comply with 2 CFR Part 3185. The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that neither the grantee nor any of its principals:

- (a) Are presently excluded or disqualified;
- (b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR section 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
- (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR section 180.800(a);  
or
- (d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

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

The grantee is required to communicate the requirement to comply with 2 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the grantee enters into covered transactions.

### **2. LOBBYING**

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over \$100,000, the grantee certifies to the best of his or her knowledge and belief that:

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

**3. FEDERAL DEBT STATUS**

The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that the grantee is not delinquent in the repayment of any Federal debt.

**4. NONDISCRIMINATION**

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the undersigned, on behalf of the grantee, certifies that the grantee will comply with the following nondiscrimination statutes and their implementing regulations:

- (a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability in Federally-assisted programs;
- (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685- 86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
- (d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in Federally-assisted programs;

The undersigned further provides assurance that it will include the language of these certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the grantee, I hereby certify that the grantee will comply with the above certifications.

\_\_\_\_\_  
Signature of Authorized Certifying Official

Philip Steffen  
\_\_\_\_\_  
Print Name and Title of Authorized Certifying Official

\_\_\_\_\_  
Date

I have attached my Conflict of Interest Policy

My Conflict of Interest Policy is on file

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

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### Conveyance of Easement

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**Department:** Cleveland County Water  
**Agenda Title:** Conveyance of Easement  
**Agenda Summary:**  
**Proposed Action:**

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#### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> staff_report_-_Conveyance_for_easement_-_Draft_9.3.24.docx	Easement Staff Report
<input type="checkbox"/> County_to_CCW_DEED_OF_EASEMENT_-_9.4.2024_FINAL.pdf	Easement Deed
<input type="checkbox"/> G.S._130A-47.pdf	130A NCGS
<input type="checkbox"/> G.S._130A-55.pdf	130A-55 NCGS
<input type="checkbox"/> G.S._153A-176.pdf	NCGS 153A
<input type="checkbox"/> G.S._160A-274.pdf	NCGA 160A

## Staff Report

From: Martha Thompson, Deputy County Attorney  
To: BOCC  
Re: Conveyance of easement to Cleveland County Water  
Date: September 3, 2024

### Summary:

Cleveland County Water (CCW) seeks an easement across County-owned land, tax parcel 456 for access and the construction of a pump station and pipeline and the right to withdraw water from the Broad River. Cleveland County seeks a reciprocal easement for ingress and egress across CCW's adjacent property (tax parcel 2869) off Honey Haven Farm Road to allow better emergency vehicle access to The Broad River.

### Review:

Cleveland County owns a 409.90-acre tract of land along the Broad River, as described by way of recorded plat. The property is vacant, rough terrain and borders the Broad River.

North Carolina General Statute § 160A-274 (applicable to counties by NCGS § 153A-176) authorizes a county to convey an interest in real property by private conveyance to another unit of local government, inclusive of a municipal sanitary district (§ 160A-274(a) , upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property.

Cleveland County Water is a municipal sanitary district pursuant to NCGS § 130A-47 *et seq.*, which provides water (among other services) to the residents of Cleveland County. CCW owns the adjacent property consisting of approximately 70 acres and is in need of an easement across the identified property owned by Cleveland County to construct a pump station and extract water from the river at this location. Both easements will benefit the health, welfare and safety of the citizens of Cleveland County.

### Attachments:

- (1) Resolution
- (4) Proposed easement deed with survey attached.
- (5) Relevant Statutes

**Action requested:** Adopt the resolution authorizing the conveyance an easement to Cleveland County Water.

NORTH CAROLINA  
Cleveland County

DEED OF EASEMENT

THIS DEED OF EASEMENT executed this the \_\_\_ day of September, 2024, by and between CLEVELAND COUNTY, a subdivision of the State of North Carolina, party of the First Part, hereinafter called GRANTOR, and CLEVELAND COUNTY WATER, a municipal sanitary district, party of the Second Part, hereinafter called GRANTEE,

WITNESSETH:

Owner certifies it is an owner of certain real estate, hereafter referred to as “easement premises” described on Exhibit A to this instrument, and the Parties have agreed it is in their best interests for Owner to grant and Grantee to accept a permanent easement in the easement premises for the purposes stated herein below:

THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, the parties agree as follows:

1. Grant. Owner hereby grants and conveys to Grantee a permanent easement in and upon the easement premises in the area described on Exhibits A and B to this instrument and attached hereto and as part of the entire parcel of real estate described in Deed Book 1248 at Page 1833 of the Cleveland County Registry. The following rights are also granted: a perpetual right of ingress and egress across the property the right, but not the obligation, to clear the easement area and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs which might interfere with or fall upon the lines or systems of the Grantee; and the right to relocate said facilities, systems or communications or related services on said lands to conform to any future highway relocation, widening, or improvements including, without limitation, to acquire either by purchase, condemnation or otherwise and hold real and personal property, easements, rights-of-way and water rights in the name of the district within or without the corporate limits of the Grantee, necessary or convenient for the construction or maintenance of the works of the Grantee.
2. Purpose. The Grantee and its assignees, if any, are hereby further granted the right within the easement area to construct, operate, maintain, improve, modify, replace, or abandon in place any equipment necessary or convenient for the operation of the following utilities services or related activities: Water including without limitation: Pump Station, Pipeline and Access Easement, and the Right to Withdraw water from the Broad River, in accordance with NCGS 130A-55(4).
3. Construction Equipment. Owner further grants to Grantee a temporary construction easement over the property for the purpose of installing, construction, replacing or removing, as necessary from time to time, the equipment required or desired for the uses and purposes specified above.

4. Owner's Rights Reserved. Owner reserves the right to use the property in any manner which will not damage, impair, prevent or interfere with Grantee's equipment or its exercise of the rights granted hereunder. Owner will not build or place any structure upon or substantially alter the easement area without the advance consent of the Grantee.
5. Assignment. Grantee may only transfer this easement if it is for the same purpose and to another unit of government pursuant to North Carolina General Statute 160A-274. In the event of transfer, Owner's interests shall be protected to the same extent as hereunder.
6. Reversion. Should the easement or any structures thereon cease to be used for a municipal sanitary district as contemplated by North Carolina General Statutes 130A-47 et seq., or other local governmental use, it shall immediately revert back to the ownership and use of Owner,
7. Appearance. After completion of installation, construction, repair or removal of any equipment or device, the Grantee at its sole expense will restore the appearance of the property as nearly as reasonably possible to that which existed immediately prior to such activity.
8. Release. Owner hereby releases Grantee from all claims or rights of action now or hereafter accrued or acquired by them due to injuries to any part of the property or improvements thereon, resulting from Grantee's lawful activities carried out pursuant to this Agreement. Nothing in this Agreement waives governmental immunity where applicable. The terms herein do not create rights for incidental or other third-party beneficiaries.
9. Binding Effect. All rights, title and privileges and all benefits and burdens herein granted or imposed shall run with the land and shall be binding upon and inure to the benefit of the named parties, their respective heirs, personal representatives, successors and assigns.
10. Attachments. Exhibits "A" & "B" to this instrument, if attached, are incorporated herein by this reference as fully as if set out in the body of the text.
11. Other Terms. This writing contains all the terms of agreement.

TO HAVE AND TO HOLD the above-described real property interest to the Grantee in perpetuity for the uses and purposes herein described. Owners covenants with Grantee that Owner is seized of the premises in fee simple, has the right to convey the Easement rights contained herein and will warrant and defend this conveyance against the lawful claims of all persons whomsoever, except for the following EXCEPTIONS to which Owner's title is subject:

---

IN WITNESS WHEREOF, the Owner(s) have set their hands the date above written.

---

Cleveland County

---

STATE OF NORTH CAROLINA, CLEVELAND COUNTY

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me and acknowledged that he/she is \_\_\_\_\_ of Cleveland County, a North Carolina corporation and that by authority duly given and as an act of the Entity, has signed the foregoing instrument in its name and on its behalf as its act and deed.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
 \_\_\_\_\_ Notary Public My Commission Expires: \_\_\_\_\_

## **EXHIBIT A**

### **The Easement Area**

That certain parcel or tract of land situated, lying and being in Cleveland County, State of North Carolina and being more particularly described as follows:

COMMENCING at an existing 1/2" iron rod being a common corner of the City of Shelby, NC property as described in Deed Book 1401, Page 2226 and Cleveland County Water property as described in Deed Book 1733, Page 2154 and recorded in the Cleveland County Registry, thence with the said line South 63°13'59" East a distance of 1,428.58.44 feet to a point on the common line of Cleveland County Town of Boiling Springs property as described in Deed Book 1248, Page 1833 and recorded in said Registry; said point being THE POINT OF BEGINNING; thence running from the Point Of Beginning with the said line of Cleveland County Town of Boiling Springs property South 63°13'59" East a distance of 155.44 feet to a point; thence within the said Cleveland County Town of Boiling Springs property South 11°34'50" West a distance of 924.19 feet to a point located on the common line of Poor Clares of Perpetual Adoration-Saint Joseph Adoration Monastery property as described in Deed Book 1627, Page 1954 and recorded in said Registry; thence with the said line of Poor Clares of Perpetual Adoration-Saint Joseph Adoration Monastery property North 74°34'51" West a distance of 150.34 feet to a point; thence within the said Cleveland County Town of Boiling Springs property the following eleven (11) bearings and distances: 1) North 11°34'48" East a distance of 96.73 feet to a point; 2) North 62°36'25" West a distance of 773.49 feet to a point; 3) South 27°23'29" West a distance of 49.87 feet to a point; 4) North 61°44'32" West a distance of 87.41 feet to a point; 5) North 62°34'56" West a distance of 101.16 feet to a point; 6) North 70°11'05" West a distance of 36.76 feet to a point; 7) North 27°23'29" East a distance of 250.00 feet to a point; 8) South 62°36'31" East a distance of 225.00 feet to a point; 9) South 27°23'44" West a distance of 46.66 feet to a point; 10) South 62°36'24" East a distance of 731.01 feet to a point; 11) North 11°34'48" East a distance of 702.22 feet to THE POINT AND PLACE OF BEGINNING.

Containing and having an area of 309,082 square feet or 7.0956 acres as shown on Exhibit B prepared by R. B. Pharr & Associates, P.A. dated June 4, 2024, Job No. 95992.

**EXHIBIT B**

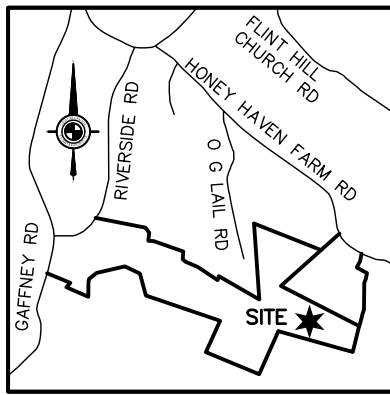
**Survey of easement area dated June 4, 2024**



THIS IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



*C. Clark Neilson*



VICINITY MAP - NTS

**FLOOD CERTIFICATION:**

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS PARTLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED FEBRUARY 20, 2008

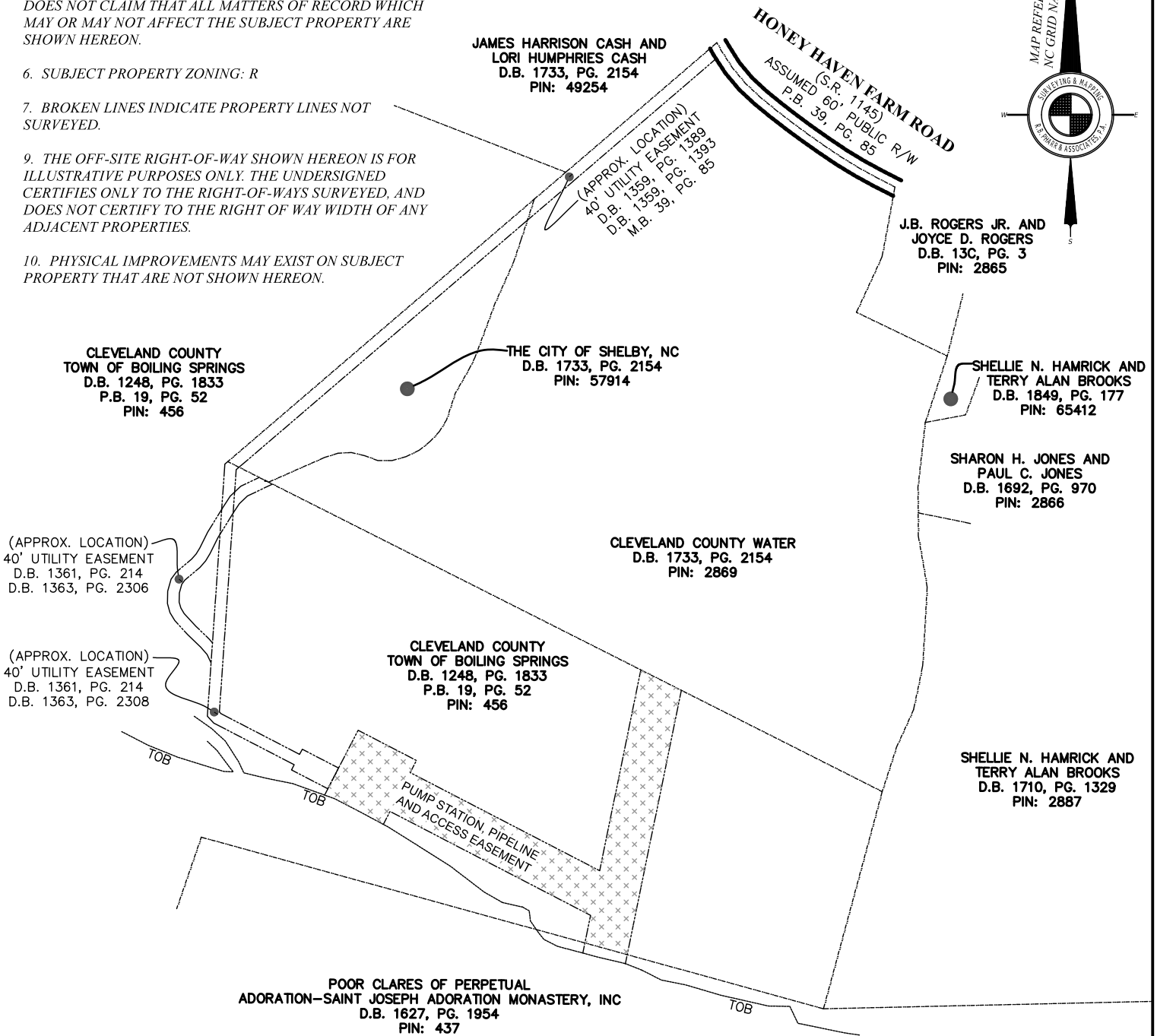
MAP NUMBER: 3710251300J; ZONE X & AE

**NOTES:**

1. THIS PLAT IS NOT FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
2. ALL CORNERS MONUMENTED AS SHOWN.
3. NO RECOVERABLE NGS MONUMENT LOCATED WITHIN 2,000 FEET OF SUBJECT PROPERTY.
5. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
6. SUBJECT PROPERTY ZONING: R
7. BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
9. THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.
10. PHYSICAL IMPROVEMENTS MAY EXIST ON SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.

**GPS STATEMENT:**

1. GPS CONTROL SHOWN HEREON WAS SET BY USE OF THE NORTH CAROLINA REAL TIME NETWORK UTILIZING NAD83(2011) HORIZONTAL DATUM AND NAVD88 VERTICAL DATUM; INSTRUMENT USED: CARLSON BRX-7 METHOD USED: REAL TIME KINEMATIC FIELD WORK WAS COMPLETED ON 05/29/2024



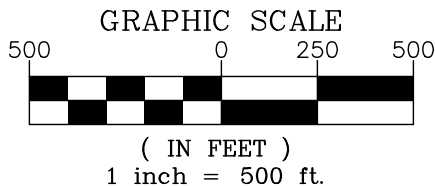
**SHEET 1 OF 3**

NOTE: NOT A VALID SURVEY WITHOUT ALL SHEETS

PIN 456 EASEMENT AREA= 309,082 SQ. FT. OR 7.0956 ACRES  
 PIN 437 EASEMENT AREA= 5,065 SQ. FT. OR 0.1163 ACRES  
**TOTAL EASEMENT AREA:**  
 314,147 SQ. FT. OR 7.2119 ACRES

**LEGEND:**

- CP - CALCULATED POINT
- D.B. - DEED BOOK
- ECM - EXISTING CONCRETE MONUMENT
- EIR - EXISTING IRON ROD
- PG. - PAGE
- P.B. - PLAT BOOK
- PIN - PARCEL IDENTIFICATION NUMBER
- R/W - RIGHT-OF-WAY
- (T) - TOTAL
- TOB - TOP OF BANK
- PROPERTY LINE (NOT SURVEYED) - - - - -
- RIGHT-OF-WAY (NOT SURVEYED) - - - - -
- EASEMENT - - - - -



EASEMENT EXHIBIT SURVEY PREPARED FOR:  
**CLEVELAND COUNTY WATER**  
 HONEY HAVEN FARM ROAD  
 CITY OF SHELBY, BOILING SPRINGS TOWNSHIP  
 CLEVELAND COUNTY, N.C.  
 DEED REFERENCE: 1248-1833; 1627-1954  
 PLAT REFERENCE: 19-52  
 TAX PARCEL: 456; 437

**R.B. PHARR AND ASSOCIATES, P.A.**  
 SURVEYING AND MAPPING  
 LICENSURE NO: C-1471

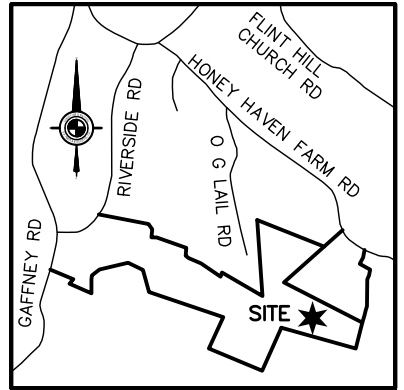
969 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

CREW: TKM TRA	DRAWN: KPM	REVISED:	SCALE: 1" = 500'	DATE: JUNE 4, 2024	JOB NO. 95992
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THE CITY OF SHELBY, NC  
D.B. 1733, PG. 2154  
PIN: 57914

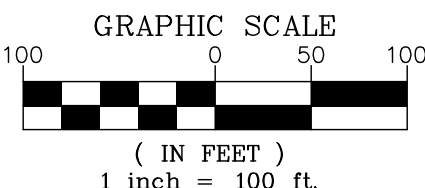
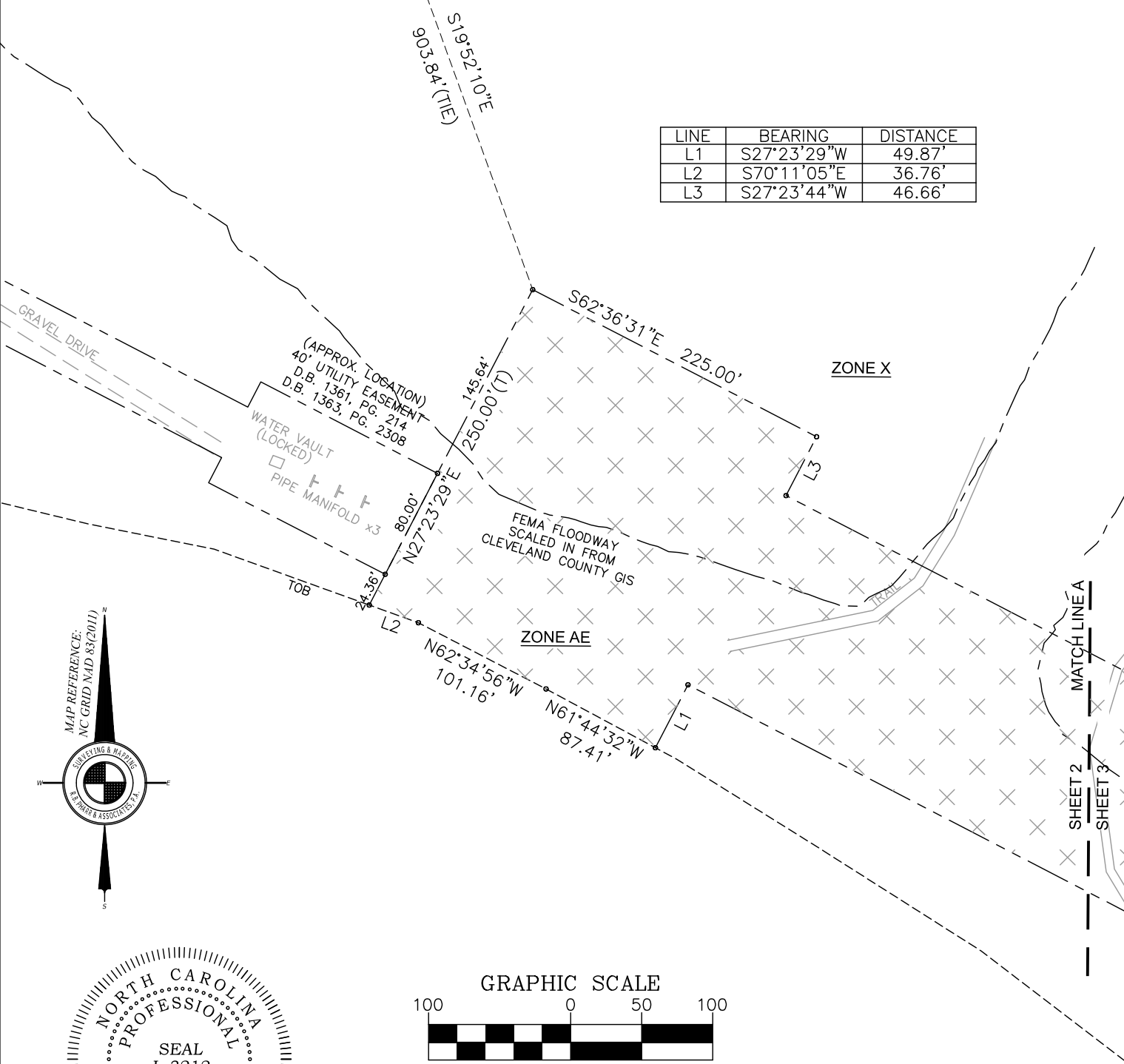
CLEVELAND COUNTY  
TOWN OF BOILING SPRINGS  
D.B. 1248, PG. 1833  
P.B. 19, PG. 52  
PIN: 456

CLEVELAND COUNTY WATER  
D.B. 1733, PG. 2154  
PIN: 2869



VICINITY MAP - NTS

LINE	BEARING	DISTANCE
L1	S27°23'29"W	49.87'
L2	S70°11'05"E	36.76'
L3	S27°23'44"W	46.66'



*C. Clark Neilson*

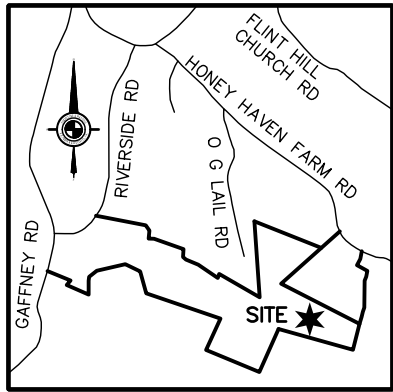
**SHEET 2 OF 3**  
NOTE: NOT A VALID SURVEY WITHOUT ALL SHEETS, SEE **SHEET 1** FOR ALL NOTES AND CERTIFICATIONS.

- LEGEND:**
- CP - CALCULATED POINT
  - D.B. - DEED BOOK
  - ECM - EXISTING CONCRETE MONUMENT
  - EIR - EXISTING IRON ROD
  - PG. - PAGE
  - P.B. - PLAT BOOK
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  - R/W - RIGHT-OF-WAY
  - (T) - TOTAL
  - TOB - TOP OF BANK
  - PROPERTY LINE (NOT SURVEYED) ————
  - RIGHT-OF-WAY (NOT SURVEYED) - - - - -
  - EASEMENT ————

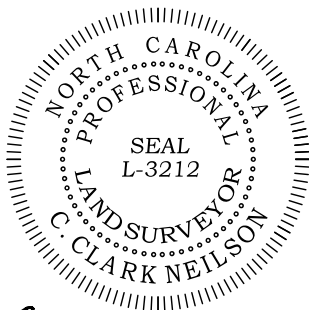
EASEMENT EXHIBIT SURVEY PREPARED FOR:  
**CLEVELAND COUNTY WATER**  
HONEY HAVEN FARM ROAD  
CITY OF SHELBY, BOILING SPRINGS TOWNSHIP  
CLEVELAND COUNTY, N.C.  
DEED REFERENCE: 1248-1833; 1627-1954  
PLAT REFERENCE: 19-52  
TAX PARCEL: 456; 437

**R.B. PHARR AND ASSOCIATES, P.A.**  
SURVEYING AND MAPPING  
LICENSURE NO: C-1471  
969 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL: (704) 376-2186

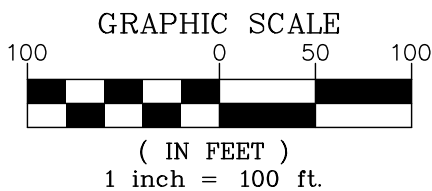
CREW: TKM TRA	DRAWN: KPM	REVISED:	SCALE: 1" = 100'	DATE: JUNE 4, 2024	JOB NO. 95992
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VICINITY MAP - NTS

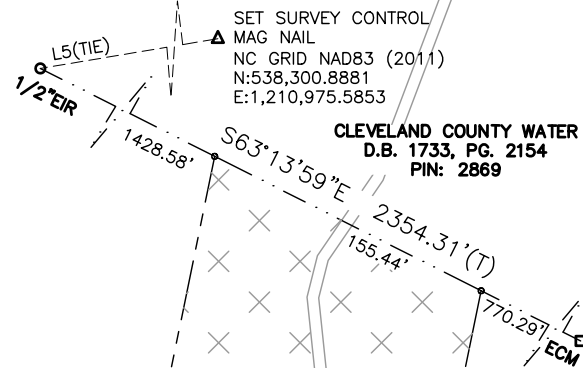


*C. Clark Neilson*

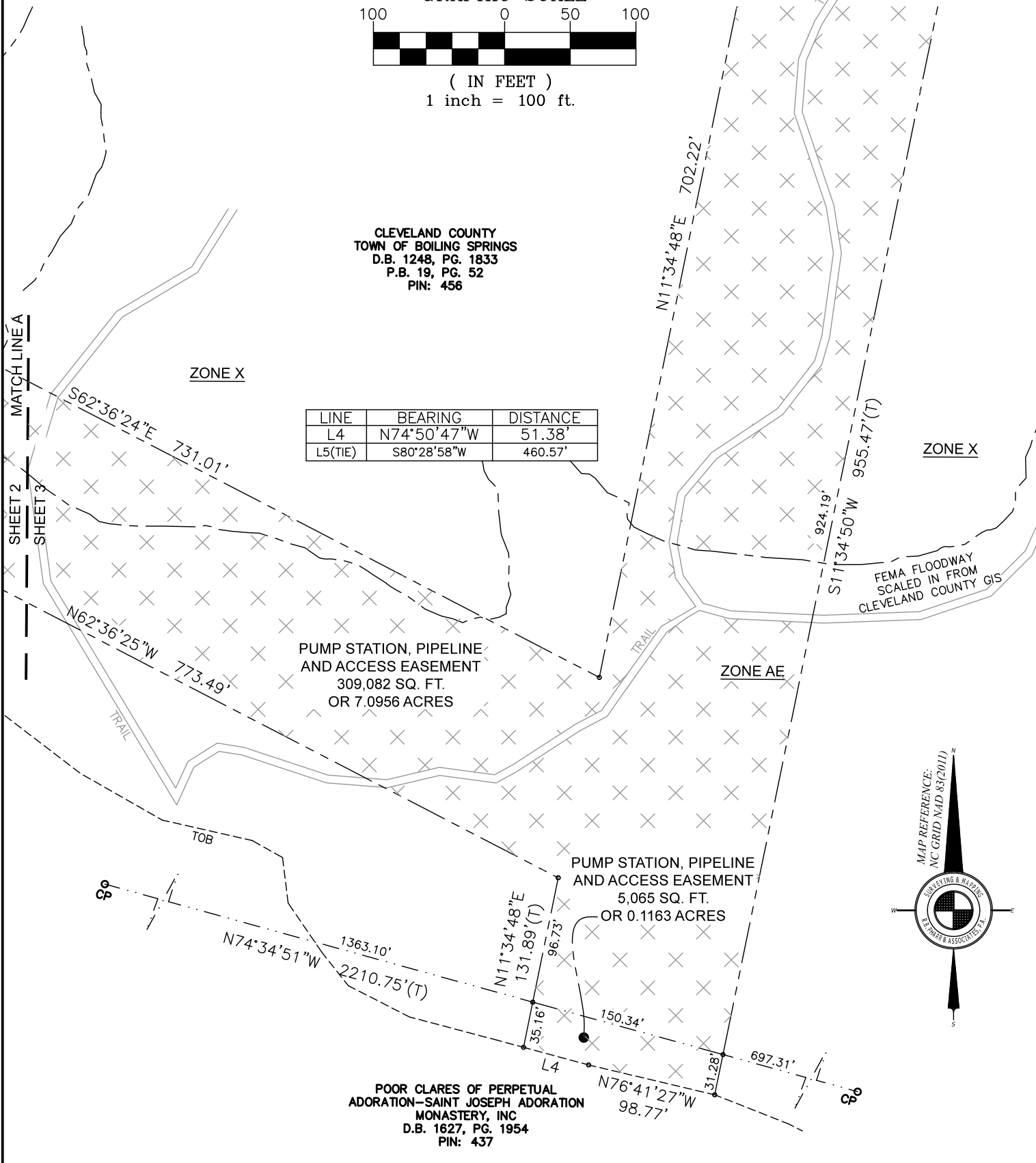


CLEVELAND COUNTY  
TOWN OF BOILING SPRINGS  
D.B. 1248, PG. 1833  
P.B. 19, PG. 52  
PIN: 456

LINE	BEARING	DISTANCE
L4	N74°50'47"W	51.38'
L5(TIE)	S80°28'58"W	460.57'



CLEVELAND COUNTY WATER  
D.B. 1733, PG. 2154  
PIN: 2869



FEMA FLOODWAY  
SCALED IN FROM  
CLEVELAND COUNTY GIS



POOR CLARES OF PERPETUAL  
ADORATION-SAINTE JOSEPH ADORATION  
MONASTERY, INC  
D.B. 1627, PG. 1954  
PIN: 437

**LEGEND:**

- CP - CALCULATED POINT
- D.B. - DEED BOOK
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- RIGHT-OF-WAY (NOT SURVEYED)
- EASEMENT

**SHEET 3 OF 3**

NOTE: NOT A VALID SURVEY  
WITHOUT ALL SHEETS, SEE  
SHEET 1 FOR ALL NOTES AND  
CERTIFICATIONS.

EASEMENT EXHIBIT SURVEY PREPARED FOR:  
**CLEVELAND COUNTY WATER**

HONEY HAVEN FARM ROAD  
CITY OF SHELBY, BOILING SPRINGS TOWNSHIP  
CLEVELAND COUNTY, N.C.  
DEED REFERENCE: 1248-1833; 1627-1954  
PLAT REFERENCE: 19-52  
TAX PARCEL: 456; 437

**R.B. PHARR AND ASSOCIATES, P.A.**  
SURVEYING AND MAPPING  
LICENSURE NO: C-1471

969 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

CREW: TKM TRA	DRAWN: KPM	REVISED:	SCALE: 1" = 100'	DATE: JUNE 4, 2024	JOB NO. 95992
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Part 2. Sanitary Districts.

**§ 130A-47. Creation by Commission.**

(a) For the purpose of preserving and promoting the public health and welfare, the Commission may create sanitary districts without regard for county, township or municipal lines. However, no municipal corporation or any part of the territory in a municipal corporation shall be included in a sanitary district except at the request of the governing board of the municipal corporation. If the municipal corporation has not levied any tax nor performed any official act nor held any elections within a period of four years preceding the date of the petition for the sanitary district, a request of the governing board shall not be required.

(b) For the purposes of this Part, the term "Department" means the Department of Environmental Quality, and the term "Secretary" means the Secretary of Environmental Quality. (1927, c. 100, s. 1; 1955, c. 1307; 1957, c. 1357, s. 1; 1973, c. 476, s. 128; 1983, c. 891, s. 2; 2007-187, s. 1; 2015-241, ss. 14.30(u), (v).)

**§ 130A-55. Corporate powers.**

A sanitary district board shall be a body politic and corporate and may sue and be sued in matters relating to the sanitary district. Notwithstanding any limitation in the petition under G.S. 130A-48, but subject to the provisions of G.S. 130A-55(17)e, each sanitary district may exercise all of the powers granted to sanitary districts by this Article. In addition, the sanitary district board shall have the following powers:

- (1) To acquire, construct, maintain and operate sewage collection, treatment and disposal systems of all types, including septic tank systems or other on-site collection, treatment or disposal facilities or systems; water supply systems; water purification or treatment plants and other utilities necessary for the preservation and promotion of the public health and sanitary welfare within the district. The utilities shall be constructed, operated and maintained in accordance with applicable statutes and rules.
- (2) To acquire, construct, maintain and operate sewage collection, treatment and disposal systems of all types, including septic tank systems or other on-site collection or disposal facilities or systems, water supply systems; water purification or treatment plants and other utilities, within and outside the corporate limits of the district, as may be necessary for the preservation of the public health and sanitary welfare outside the corporate limits of the district, within reasonable limitation. The utilities shall be constructed, operated and maintained in accordance with applicable statutes and rules.
  - a. The authority granted to a sanitary district by the provisions of this subsection is supplemental to the authority granted to a sanitary district by other provisions of law.
  - b. Actions taken by a sanitary district to acquire, construct, maintain and operate sewage collection, treatment and disposal systems of all types; water supply systems; water purification or treatment plants and other utilities within and outside the corporate limits to provide service outside the corporate limits are approved and validated.
  - c. This subsection shall apply only in counties with a population of 70,000 or greater, as determined by the most recent decennial federal census.
- (3) To levy taxes on property within the district in order to carry out the powers and duties conferred and imposed on the district by law, and to pay the principal of and interest on bonds and notes of the district.
- (4) To acquire either by purchase, condemnation or otherwise and hold real and personal property, easements, rights-of-way and water rights in the name of the district within or without the corporate limits of the district, necessary or convenient for the construction or maintenance of the works of the district.
- (4a) To provide for the creation, maintenance, and operation of parks and recreation programs and facilities with all the powers provided to cities and counties in G.S. 160A-353. However, a sanitary district may not exercise the condemnation powers granted either in this Article or as set forth in G.S. 160A-353 to acquire real property for parks and recreation programs or facilities.
- (5) To employ and compensate engineers, counsel and other persons as may be necessary to carry out projects.
- (6) To negotiate and enter into agreements with the owners of existing water supplies, sewage systems or other utilities as may be necessary to carry out the intent of this Part.

- (7) To adopt rules necessary for the proper functioning of the district. However, these rules shall not conflict with rules adopted by the Commission for Public Health, Environmental Management Commission, or the local board of health having jurisdiction over the area. Further, such sanitary district board rules shall be no more restrictive than or conflict with requirements or ordinances of any county having jurisdiction over the area, and, if a conflict should arise, the requirements or ordinances of the county having jurisdiction over the area shall control.
- (8)a. To contract with any person within or outside the corporate limits of the district to supply raw water without charge to the person in return for an agreement to allow the district to discharge sewage in the person's previous water supply. The district may so contract and construct at its expense all improvements necessary or convenient for the delivery of the water when, in the opinion of the sanitary district board and the Department, it will be for the best of the district.
  - b. To contract with any person within or outside the corporate limits of the district to supply raw or filtered water and sewer service to the person where the service is available. For service supplied outside the corporate limits of the district, the sanitary district board may fix a different rate from that charged within the corporate limits but shall not be liable for damages for failure to furnish a sufficient supply of water and adequate sewer service.
  - c. To contract with any person within or outside the corporate limits of the district for the treatment of the district's sewage in a sewage disposal or treatment plant owned and constructed or to be constructed by that person.
- (9) After adoption of a plan as provided in G.S. 130A-60, the sanitary district board may, in its discretion, alter or modify the plan if the Department determines that the alteration or modification does not constitute a material deviation from the objective of the plan and is in the public health interest of the district. The alteration or modification must be approved by the Department. The sanitary district board may appropriate or reappropriate money of the district for carrying out the altered or modified plan.
- (10) To take action, subject to the approval of the Department, for the prevention and eradication of diseases transmissible by vectors by instituting programs for the eradication of the mosquito.
- (11) To collect and dispose of garbage, waste and other refuse by contract or otherwise.
- (12) To establish a fire department, or to contract for firefighting apparatus and personnel for the protection of life and property within the district.
- (13) To provide or contract for rescue service, ambulance service, rescue squad or other emergency medical services for use in the district. The sanitary district shall be subject to G.S. 153A-250.
- (14) To have privileges and immunities granted to other governmental units in exercise of the governmental functions.
- (15) To use the income of the district, and if necessary, to levy and collect taxes upon all the taxable property within the district sufficient to pay the costs of collecting and disposing of garbage, waste and other refuse, to provide fire protection and rescue services in the district, and to acquire, construct, maintain, operate, and regulate roads and streets within the district. Taxes shall

be levied and collected at the same time and in the same manner as taxes for debt service as provided in G.S. 130A-62.

(16) To adopt rules for the promotion and protection of the public health and for these purposes to possess the following powers:

- a. To require the owners of developed property on which there are situated one or more residential dwelling units or commercial establishments located within the jurisdiction of the district and within a reasonable distance of any waterline or sewer collection line owned, leased as lessee, or operated by the district to connect the property with the waterline, sewer connection line, or both and fix charges for the connections. The power granted by this subdivision may be exercised by a district only to the extent that the service, whether water, sewer, or a combination thereof, to be provided by the district is not then being provided to the improved property by any other political subdivision or by a public utility regulated by the North Carolina Utilities Commission pursuant to Chapter 62 of the General Statutes. In the case of improved property that would qualify for the issuance of a building permit for the construction of one or more residential dwelling units or commercial establishments and where the district has installed water or sewer lines or a combination thereof directly available to the property, the district may require payment of a periodic availability charge, not to exceed the minimum periodic service charge for properties that are connected. In accordance with G.S. 87-97.1, when developed property is located so as to be served by a sanitary district water line and the property owner has connected to that water line, the property owner may continue to use any private water well located on the property for nonpotable purposes as long as the water well is not interconnected to the sanitary district water line and the sanitary district shall not require the owner of any such water well to abandon, cap, or otherwise compromise the integrity of the water well.
- b. To require any person owning, occupying or controlling improved real property within the district where the water or sewage systems of the district are not immediately available or it is impractical with the systems, to install sanitary toilets, septic tanks and other health equipment or installations in accordance with applicable statutes and rules.
- c. To order a person to abate a public health nuisance of the district. If the person being ordered to abate the nuisance refuses to comply with the order, the sanitary district board may institute an action in the superior court of the county where the public health nuisance exists to enforce the order.
- d. To abolish or regulate and control the use and occupancy of all pigsties and other animal stockyards or pens within the district and for an additional distance of 500 feet beyond the outer boundaries of the district, unless the 500 feet is within the corporate limits of a city or town.
- e. Upon the noncompliance by a person of a rule adopted by the sanitary district board, the board shall notify the person of the rule being violated and the facts constituting the violation. The person shall have a reasonable time to comply with the rule as determined by the local

- health director of the person's residence. Upon failure to comply within the specified time or within a time extended by the sanitary district board, the person shall be guilty of a Class 1 misdemeanor.
- f. The sanitary district board is authorized to enforce the rules adopted pursuant to this Part by criminal action or civil action, including injunctive relief.
- (17) For the purpose of promoting and protecting the public health, safety and the general welfare of the State, a sanitary district board is authorized to establish as zoning units any portions of the sanitary district not under the control of the United States or this State or any agency or instrumentality of either, in accordance with the following:
- a. No sanitary district board shall designate an area a zoning area until a petition signed by two-thirds of the qualified voters in the area, as shown by the registration books used in the last general election, and with a petition signed by two-thirds of the owners of real property in the area, as shown by the records in the office of the register of deeds for the county, is filed with the sanitary district board. The petition must be accompanied by a map of the proposed zoning area. The board shall hold a public hearing to obtain comment on the proposed creation of the zoning area. A notice of public hearing must be published in a newspaper of general circulation in the county at least two times, and a copy of the notice shall be posted at the county courthouse and in three other public places in the sanitary district.
- b. When a zoning area is established within a sanitary district, the sanitary district board as to the zoning area shall have all rights, privileges, powers and duties granted to local governments under Article 7 of Chapter 160D of the General Statutes. However, the sanitary district board shall not be required to appoint any zoning commission or board of adjustment. If neither a zoning commission nor board of adjustment is appointed, the sanitary district board shall have all rights.
- c. A sanitary district board may enter into an agreement with any city, town or sanitary district for the establishment of a joint zoning commission.
- d. A sanitary district board is authorized to use the income of the district and levy and collect taxes upon the taxable property within the district necessary to carry out and enforce the rules and provisions of this subsection.
- e. This subsection shall apply only to sanitary districts which adjoin and are contiguous to an incorporated city or town and are located within three miles or less of the boundaries of two other cities or towns.
- (18) To negotiate for and acquire by contract any distribution system located outside the district when the water for the distribution system is furnished by the district. If the distribution system is acquired by a district, the district may continue the operation of the system even though it remains outside the district.
- (19) To accept gifts of real and personal property for the purpose of operating a nonprofit cemetery; to own, operate and maintain cemeteries with the donated property; and to establish perpetual care funds for the cemeteries in the manner provided by G.S. 160A-347.



- (20) To dispose of real or personal property belonging to the district according to the procedures prescribed in Article 12 of Chapter 160A of the General Statutes. For purposes of this subsection, references in Article 12 of Chapter 160A to the "city," the "council," or a specific city official refer, respectively, to the sanitary district, the sanitary district board, and the sanitary district official who most nearly performs the same duties performed by the specified city official. For purposes of this subsection, references in G.S. 160A-266(c) to "one or more city officials" are deemed to refer to one or more sanitary district officials designated by the sanitary district board.
- (21) To acquire, renovate property for or construct a medical clinic to serve the district, and to maintain real and personal property for a medical clinic to serve the district.
- (22) To make special assessments against benefitted property within the corporate limits of the sanitary district and within the area served or to be served by the sanitary district for the purpose of constructing, reconstructing, extending, or otherwise improving water systems or sanitary collection, treatment, and sewage disposal systems, in the same manner that a county may make special assessments under authority of Article 9 of Chapter 153A of the General Statutes, except that the language appearing in G.S. 153A-185 reading as follows: "A county may not assess property within a city pursuant to subdivision (1) or (2) of this section unless the governing board of the city has by resolution approved the project," shall not apply to assessments levied by sanitary districts. For the purposes of this paragraph, references in Article 9 of Chapter 153A of the General Statutes, to the "county," the "board of county commissioners," "the board" or a specific county official or employee are deemed to refer respectively to the sanitary district and to the official or employee of the sanitary district who performs most nearly the same duties performed by the specified county official or employee.

Assessment rolls after being confirmed shall be filed for registration in the office of the Register of Deeds of the county in which the property being assessed is located, and the term "county tax collector" wherever used in G.S. 153A-195 and G.S. 153A-196, shall mean the officer designated by the sanitary district to perform the functions described in said sections of the statute. This subdivision applies only to sanitary districts with a population of 15,000 or over.

- (23) To acquire (by purchase, lease, gift, or otherwise, but not by condemnation), construct, maintain, operate, and regulate roads and streets within the sanitary district which are not State-maintained. Not all of these powers need be exercised.
- (24) Expired.
- (25) To negotiate and enter into agreements with other municipal corporations or sanitary districts for the purpose of developing and implementing an economic development plan. The agreement may provide for the establishment of a special fund, in which monies not expended at the end of a fiscal year shall remain in the fund. The lead agency designated under the agreement shall be responsible for examination of the fund and compliance with sound accounting principles, including the annual independent audit under G.S. 159-34. The audit responsibilities of the other municipal corporations and sanitary districts extend only to the verification of the contribution to the fund created under the agreement. The procedural

requirements of G.S. 158-7.1(c) shall apply to actions of a sanitary district under this subdivision as if it were a city. (1927, c. 100, s. 7; 1933, c. 8, ss. 1, 2; 1935, c. 287, ss. 1, 2; 1941, c. 116; 1945, c. 651, ss. 1, 2; 1947, c. 476; 1949, c. 880, s. 1; cc. 1130, 1145; 1951, c. 17, s. 1; c. 1035, s. 1; 1957, c. 1357, s. 1; 1961, cc. 669, 865, 1155; 1963, c. 1232; 1965, c. 496, s. 1; 1967, c. 632; c. 637, s. 1; c. 798, s. 2; 1969, cc. 478, 700, 944; 1971, c. 780, s. 29; 1973, c. 476, s. 128; 1979, c. 520, s. 2; c. 619, s. 7; 1981, cc. 629, 655; c. 820, ss. 1-3; c. 898, ss. 1-4; 1981 (Reg. Sess., 1982), c. 1237; 1983, c. 891, s. 2; c. 925, s. 2; 1993, c. 539, s. 948; 1994, Ex. Sess., c. 24, s. 14(c); 1995, c. 422, ss. 1-4; 2001-221, s. 1; 2006-214, s. 1; 2007-182, s. 2; 2011-256, s. 2; 2011-394, s. 22; 2015-246, s. 3.5(g); 2019-111, s. 2.5(j); 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d); 2022-74, s. 5.7; 2022-75, s. 3.)

### Part 3. Disposition of County Property.

#### **§ 153A-176. Disposition of property.**

A county may dispose of any real or personal property belonging to it according to the procedures prescribed in Chapter 160A, Article 12. For purposes of this section references in Chapter 160A, Article 12, to the "city," the "council," or a specific city official are deemed to refer, respectively, to the county, the board of commissioners, and the county official who most nearly performs the same duties performed by the specified city official. For purposes of this section, references in G.S. 160A-266(c) to "one or more city officials" are deemed to refer to one or more county officials designated by the board of county commissioners. (1868, c. 20, ss. 3, 8; Code, ss. 704, 707; Rev., ss. 1310, 1318; C.S., ss. 1291, 1297; 1973, c. 822, s. 1; 1983, c. 130, s. 2.)

**§ 160A-274. Sale, lease, exchange and joint use of governmental property.**

(a) For the purposes of this section, "governmental unit" means a city, county, school administrative unit, sanitary district, fire district, the State, or any other public district, authority, department, agency, board, commission, or institution.

(b) Any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property.

(c) Action under this section shall be taken by the governing body of the governmental unit. Action hereunder by any State agency, except the Department of Transportation, shall be taken only after approval by the Department of Administration. Action with regard to State property under the control of the Department of Transportation shall be taken by the Department of Transportation or its duly authorized delegate. Provided, any county board of education or board of education for any city administrative unit may, upon such terms and conditions as it deems wise, lease to another governmental unit for one dollar (\$1.00) per year any real property owned or held by the board which has been determined by the board to be unnecessary or undesirable for public school purposes. (1969, c. 806; 1971, c. 698, s. 1; 1973, c. 507, s. 5; 1975, c. 455; c. 664, s. 9; c. 879, s. 46; 1977, c. 464, s. 34; 2001-328, s. 6.)

# COUNTY OF CLEVELAND, NORTH CAROLINA

## AGENDA ITEM SUMMARY

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### Grant Award Contract

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**Department:** Broad River Greenway

**Agenda Title:** Grant Award Contract

**Agenda Summary:**

**Proposed Action:**

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#### ATTACHMENTS:

File Name	Description
<input type="checkbox"/> staff_report__Greenway_trail_rehab_9.4.24.docx	Greenway Trail Staff Report
<input type="checkbox"/> BNA025_KEY1003_11.7.23_Comm_Mins.pdf	Approved BNA
<input type="checkbox"/> BNA025_KEY1003_11.7.23_Comm_Mins.pdf	Approved Minutes
<input type="checkbox"/> 2023-7043_ClevelandCo_EXECUTED.pdf	Contract
<input type="checkbox"/> RESOLUTION_ClevCo_seal_RecTrailsProg.pdf	Draft Resolution
<input type="checkbox"/> CONTRACT_Broad_River_Greenway_Trail__9.9.24_for_signatures.pdf	Contract

## STAFF REPORT

To: Board of Commissioners Date: September 5, 2024  
From: Blake Myers, Facilities Project Manager, Cleveland County Maintenance  
Subject: Broad River Greenway Trail Rehabilitation Project. (Grant Funded)

### **Summary Statement**

Staff recommends entering contract with Hoke Enterprises for trail rehabilitation on the Broad River Greenway

### **Review**

Broad River Greenway Trail is now in need of general maintenance, clearing, and light grading of trails as generally outlined in a report from TGS engineers (updated in January of 2023) and reviewed in a site visit performed on July 2, 2024. Hoke Enterprises, Inc, was selected as the lowest responsible bidder through an RFQ process.

Budget: \$123,750.00 this amount is below the allotted \$125,000.00 of grant approved money and includes a \$5,000.00 contingency for unforeseen conditions or added scopes of work outside the budget/contract. The amount of \$125,000.00 has previously been allocated for this project. The submission of a grant application was approved by the Board of County Commissioners on January 17, 2023. The grant of \$100,000 has been received through the NC Dept of Natural Resources from Federal funds and the Board approved the remaining \$25,000 through a budget amendment on November 7, 2023.

Staff has negotiated a contract with Hoke, which is now ripe for consideration by the Board of Commissioners.

### **Attachments**

- (1) Resolution 2-2023
- (2) Grant application
- (3) BNA document
- (4) BNA minutes
- (5) Proposed contract

### **Action Requested**

To authorize the County Manager to execute the attached contract and any other necessary and resulting documents through completion of this project.

###

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
012.548.4.410.00		CODAP/Local-Other Grants	\$15,000.00	
012.548.5.230.01		CODAP/Prescription Drugs	\$10,000.00	
012.548.5.370.00		CODAP/Advertising-Promotions	\$5,000.00	

Explanation of Revisions: Budget allocation for \$15,000 in grant funds received from Kintegra as part of the Rural Communities Opioid Response Program (RCORP) grant. Funds will be used to support naloxone and educate the community on the opioid epidemic.

**BROAD RIVER GREENWAY: BUDGET AMENDMENT (BNA #025)**

**ACTION:** Commissioner Bridges made a motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, ***approve the following budget amendment:***

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
496.252.4.310.00	20219-BRGW	Cap Proj-BRGW/Federal Govt Grants	\$100,000.00	
496.252.5.990.00	20219-BRGW	Cap Proj-BRGW/CO-Other Improve	\$100,000.00	

Explanation of Revisions: Budget allocation for \$100,000 in grant monies received from the North Carolina Department of Natural Resources for Broad River Greenway Trail Improvement Project. These are federal funds passed through the state. A County match of \$25,000 for the grant is already budgeted in Capital Projects.

**SOCIAL SERVICES: BUDGET AMENDMENT (BNA #027)**

**ACTION:** Commissioner Bridges made a motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, ***approve the following budget amendment:***

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
011.504.4.410.00		Social Work/Local & Other Grants	\$7,500.00	
011.504.5.700.00		Social Work/Grants	\$7,500.00	

Explanation of Revisions: Budget allocation for \$7,500 in Kintegra Health grants for Opioid Awareness and prevention, targeting families presently involved with DSS Child Protective Services.

**TAX ADMINISTRATION: REQUEST TO SET A PUBLIC HEARING FOR TUESDAY, DECEMBER 12, 2023 FOR SRI THREE, LLC SMALL BUSINESS INCENTIVE GRANT**

SRI Three, LLC has made an application for participation in the Small Business Investment Grant Program. Under the program, a qualifying net new investment of \$50,000 to \$1,000,000 would be eligible for a grant equal to 50% of taxes paid on the new taxable investment for three years. The applicant has met the listing and investment requirements. Taxes have been paid, and there are no unresolved appeals.

**ACTION:** Commissioner Bridges made a motion, seconded by Commissioner Whetstine, and unanimously adopted by the Board to, ***approve setting the public hearing as requested.***

**REGULAR AGENDA**

**FALLSTON – CASAR FIRE RE-DISTRICTING**

Chairman Gordon recognized Emergency Management Director/Fire Marshal Perry Davis to present the Fallston – Casar Fire Re-districting map. Fallston Fire Department chose a parcel of land within the town limits of Belwood to construct a satellite station to provide additional coverage. The revised map would include some previous 6-mile areas of the Casar Fire District and provide additional coverage for the Belwood community and class 10 areas north of Belwood. Several areas encompassed by this expansion were previously within a 6-mile district for the Casar Fire Department, and some were class 10 areas, resulting in higher-than-normal insurance premiums for property owners. Mr. Davis reviewed the background and due diligence that went into the fire redistricting area to the Board.

CC MBG  
11/7/23

<u>Account Number</u>	<u>Project Code</u>	<u>Department/Account Name</u>	<u>Increase</u>	<u>Decrease</u>
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CC MBG  
11/7/23



This Contract is hereby made and entered into this Wednesday, October 11, 2023, by and between the **NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**, (the "Agency") and the **Cleveland County**, (the "Grantee") (referred to collectively as the "Parties") for the **Broad River Greenway Trail Improvement Project**, as described in the Grantee's Response to Agency's Call for Grant Proposals (the "Project").

**1. Contract Documents:** This Contract consists of the following documents, all of which are identified by name as:

**Grant Contract No. RTP2023-7043**

- (1) Grant Contract
- (2) Secretary Award Letter
- (3) General Terms and Conditions
- (4) Notice of Certain Reporting and Audit Requirements
- (5) Federal Certification Regarding Drug-Free Workplace
- (6) Federal Certification Regarding Lobbying
- (7) Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- (8) Federal Assurances - Compliance Form
- (9) Application Signature Page
- (10) Insurance Requirement Notification Form
- (11) Grant Administrative and Programmatic Conditions
- (12) Grantee's Response to Agency's Call for Grant Proposals (grantee's application), including line item budget and budget narrative and *if applicable*, indirect cost documentation

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract amendments in accordance with the General Terms and Conditions as described herein.

**2. Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.

**3. Contract Period:** This Contract shall be effective for a period of three (3) years from the date of the Secretary Award letter, 15 day of June, 2023, and expires on 14 day of June, 2026.

**4. Contract Procedures:** Once this Contract has been executed and the Secretary Award letter issued, the Grantee shall undertake and complete the Project in accordance with the sequence of steps outlined below, which shall assure expeditious completion considering the purposes of this Contract:

**a. Complete Environmental Review and obtain & abide by any required permits;**

**i. Grantee will obtain all required permits to complete the Project prior to beginning construction. Grantee must provide documentation of the Environmental Review and all required permits to initiate the next step.**

**b. Notify the Grants Manager when the Grantee is ready to begin the Project once they have received a notice to proceed;**

**i. The Grantee may begin to incur expenses for the Project only once they have completed this notification.**

**c. Request reimbursement for eligible expenses at a minimum of every six (6) months;**

**d. Notify the Regional Trails Specialist and Grants Manager when the Project is complete to schedule a final inspection;**

**i. Grantee must complete the Project within the term of this Contract.**

**e. Request final reimbursement prior to the termination or expiration of this Contract;**

**f. Submit a letter to unencumber any remaining funds that were not used for the contracted deliverables.**

**5. Grantee's Duties:** The Grantee provides the Project as described in the Grantee's Response to Agency's Call for Grant Proposals and in accordance with the approved budget therein.

**6. Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed	
one hundred thousand Dollars	\$100,000.00

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Other Receipts	FHWA-RTP THROUGH DOT	20.219

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$100,000.00	4602	536425	2803

**a. The Grantee's matching requirement is \$25,000.00 , which shall consist of:**

In-Kind		\$0.00
Cash		\$25,000.00

**b. The Grantee has committed to an additional \$0.00 to complete the project as described in the Grantee's response to Agency's call for grant proposals.**

In-Kind		\$0.00
Cash		\$0.00

The contributions from the Grantee shall be sourced from non-federal funds.  
The total contract amount is **\$125,000.00** .

**7. Conflict of Interest Policy:** Grantee implements a Conflict of Interest policy that meets or exceeds the requirements of N.C.G.S. §143-6.2 (b1). Grantee has filed with the Agency a copy, which is attached, of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body in accordance with N.C.G.S.143-6.2(b1)(2005). The policy addresses situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and includes actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety.

**8. Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143-6.2(b2), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level, is attached. Grantee acknowledges a false statement in this regard is a criminal offense punishable as provided in G.S. 143-34(b).

**9. Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

**10. Reporting Requirements:** This Contract is subject to the reporting requirements described on the Notice

of Certain Reporting and Audit Requirements which is attached.

**11. Payment Provisions:** The Grantee will be reimbursed for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. Allowable expenditures are defined as those associated with work performed to meet the milestones that have been addressed during the specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in the Grantee's response to Agency's call for grant proposals.

**12. Invoices:** The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within 45 days after the end of the contract period. Amended or corrected invoices must be received by the Agency's Office of the Controller within six (6) months after the end of the contract period. The Agency will not pay any invoice received more than six (6) months after the end of the effective period.

**13. Contract Administrators:** Each Party submits notices, questions and correspondence to the other Party's Contract Administrator. The name, address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely notice to the other Party.

**Any changes in the scope of this Contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.**

<b>Agency Contract Administrator:</b>	
Talivia Brodie NC Division of Parks and Recreation test MSC 1615 Raleigh, NC 27599-1615 (919) 707-9320 talivia.brodie@ncparks.gov	
<b>Grantee Contract Administrator</b>	<b>Grantee Principal Investigator or Key Personnel</b>
Emily Sisk Cleveland County 311 E Marion Street / PO Box 1210 Shelby, NC 28150 +1 (704) 669-4130 Ext: null emily.sisk@clevelandcountync.gov	Emily Sisk Cleveland County 311 E Marion Street / PO Box 1210 Shelby, NC 28150 +1 (704) 669-4130 Ext: null emily.sisk@clevelandcountync.gov

**14. Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this Contract without timely notice to the Agency Contract Administrator.

**15. Supplantation of Expenditure of Public Funds:** The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for the Project services and related programs FHWA-RTP through NC DOT funds. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

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

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine:
  - i. Validity and accuracy of payment
  - ii. Payment due date
  - iii. Adequacy of documentation supporting payment
  - iv. Legality of disbursement
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.

**17. Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.

**18. E-Verify:** As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal EVerify system.

**19. Assurances for Non-Federally Funded Contracts:** The GRANTEE certifies that with regard to:

1. Debarment And Suspension -To the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
  - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Lobbying -To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Drug-Free Work Place Requirements - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;


- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
  - (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - (e) Notifying the Agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
  - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
6. Will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

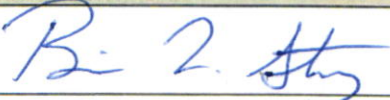
**20. Signature Warranty:**

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

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

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

GRANTEE
Title <i>County Manager</i>
Printed Name <i>David B Cotton</i>
Grantee's Signature


NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
Title
<i>Director, Nc State Parks</i>
Printed Name
<i>Brian L. Strong</i>
Authorized Agent's Signature


## NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

- 1. PERFORMANCE AND DEFAULT:** If, through any cause, Grantee shall fail to fulfill in timely and proper manner the obligations under this contract, the Agency shall have the right to terminate this contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Grantee shall, at the option of the Agency, become its property, and the Grantee shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. In addition, in the event of default by the Contractor under this contract, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the Agency may immediately cease doing business with the Contractor, immediately terminate this contract for cause, and may act to debar the Contractor from doing future business with the Agency.
- 2. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Grantee to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The Agency reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
- 3. AVAILABILITY OF FUNDS:** Any and all payments to the Grantee are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.
- 4. TAXES:** Any applicable taxes shall be invoiced as a separate item.

  - a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Grantees if the Grantee or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the Agency that solicit sales or transact business on behalf of the Grantee and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Grantee certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
  - b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Grantee will be executed and returned by the using agency.
  - c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.
- 5. SITUS:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
- 6. GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
- 7. PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Grantee under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, Master Card, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.
- 8. AFFIRMATIVE ACTION:** The Grantee will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
- 9. INTELLECTUAL PROPERTY INDEMNITY:** Grantee shall hold and save the Agency, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.



- 10. ADVERTISING:** Grantee agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Grantee may inquire whether the Agency is willing to act as a reference by providing factual information directly to other prospective customers.
- 11. ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9) and §147-64.7.
- 12. ASSIGNMENT:** No assignment of the Grantee's obligations nor the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Grantee, the Agency may:
- a. Forward the Grantee's payment check directly to any person or entity designated by the Grantee, and
  - b. Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check.

In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the Agency may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Grantee's assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

### 13. INSURANCE:

**COVERAGE** - During the term of the Contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract. If any work is sub-contracted, the Grantee shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Contract.

- 14. GENERAL INDEMNITY:** The Grantee shall hold and save the Agency, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee provided that the Grantee is notified in writing within 30 days that the Agency has knowledge of such claims. The Grantee represents and warrants that it shall make no claim of any kind or nature against the Agency's agents who are involved in the delivery or processing of Grantee goods to the Agency. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

15. **INDEPENDENT CONTRACTOR:** Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the Agency.
16. **KEY PERSONNEL:** Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP or Grantee's proposal.
17. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Grantee or its employees shall not be subcontracted without prior written approval of the Agency's assigned Contract Administrator.
18. **TERMINATION FOR CONVENIENCE:** The Agency may terminate this contract at any time by 30 days' notice in writing from the Agency to the Grantee. In that event, all finished or unfinished deliverable items prepared by the Grantee under this contract shall, at the option of the Agency, become its property. If the contract is terminated by the Agency as provided in this section, the Agency shall pay for services satisfactorily completed by the Grantee, less payment or compensation previously made.
19. **CONFIDENTIALITY:** Any Agency information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Grantee under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the Agency.
20. **CARE OF PROPERTY:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished it by the Agency for use in connection with the performance of this contract or purchased by or for the Agency for this contract, and Grantee will reimburse the Agency for loss or damage of such property while in Grantee's custody.
21. **PROPERTY RIGHTS:** All deliverable items produced for or as a result of this contract shall be an become the property of the Agency, and Grantee hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the Agency; provided, however, that as to any preexisting works imbedded in such deliverables, Grantee hereby grants the Agency a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.
22. **COMPLIANCE WITH LAWS:** Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
23. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the Agency and the Grantee. This Contract shall not be amended orally or by performance.
24. **WAIVER:** The failure to enforce or the waiver by the Agency of any right or of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

### Notice of Certain Reporting and Audit Requirements

Grantee shall comply with the all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 09 NCAC Subchapter 03M.0205 are set forth in this Attachment.

#### Reporting Thresholds.

There are three reporting thresholds established for grantees and subgrantees receiving State funds. The reporting thresholds are:

- (1) Less than \$25,000 -- A grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by 09 NCAC Subchapter 03M including:
  - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
  - (B) An accounting of the State funds received, used, or expended. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (2) \$25,000 up to \$500,000 - A grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
  - (B) An accounting of the State funds received, used, or expended; and
  - (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with the funding agency within six months after the end of the grantee's fiscal year in which the State funds were received.
- (3) Greater than \$500,000 -- A grantee that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
  - (A) A certification completed by the grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
  - (B) An audit prepared and completed by a licensed Certified Public Accountant for the grantee consistent with the reporting requirement of this Subchapter; and
  - (C) A description of activities and accomplishments undertaken by the grantee with the State funds. All reporting requirements shall be filed with both the funding agency and the Office of the State Auditor within nine months after the end of the grantee's fiscal year in which the State funds were received.

#### Other Provisions:

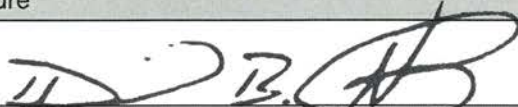
1. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M.0205 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Office of Budget and Management(OMB) Circular A-87. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or Federal grants.
2. The audit requirements in 09 NCAC Subchapter 03M do not replace a request for submission of audit reports by grant or agencies in connection with requests for direct appropriation of state aid by the General Assembly.
3. Notwithstanding the provisions of 09 NCAC Subchapter 03M, a grantee may satisfy the reporting requirements of Part(a)(3)(B) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.

**FEDERAL CERTIFICATION REGARDING DRUG-FREE WORPLACE REQUIREMENTS**  
 (Requirement of Governmental Agencies and Non-Profit Organizations)

1. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing a drug-free awareness program to inform employees about
    - (1)The dangers of drug abuse in the workplace;
    - (2)The Contractor's policy of maintaining a drug-free workplace;
    - (3)Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);
  - D. Notify the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction;
  - E. Notify the Department within ten days after receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local law enforcement, or other appropriate agency; and

Making a good effort to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), and (E).

False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide Federal suspension or debarment, 45 C.F.R. 82.510.

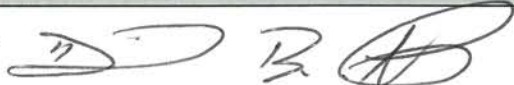
Date
10-20-2023
Agency/Organization
Cleveland County
Title
County Manager
Signature


**FEDERAL CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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


Date	10-20-2023
Agency/Organization	Cleveland County
Title	County Manager
Signature	

**FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION-LOWER TIER COVERED TRANSACTIONS  
(Requirement of Governmental Agencies and Non-Profit Organizations)  
Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used *in* this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date
10-20-2023
Agency/Organization
Cleveland County
Title
County Manager
Signature


**RECREATIONAL TRAILS PROGRAM**  
**FEDERAL ASSURANCES - COMPLIANCE FORM**  
(Requirement of Governmental Agencies and Non-Profit Organizations)

As the duly authorized representative of the applicant, I certify that the applicant:

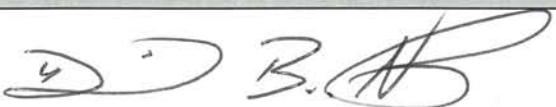
Name of Applicant: Cleveland County

1. Will comply with the provisions of Title H, Americans with Disabilities Act of 1991.
2. Will comply with Section 1302 (e) (2) (C) of the RTP that prohibits the use of grant funds to accommodate motorized use on trails that have been predominately used by non-motorized trail users prior to May 1, 1991.
3. Any Federal agency agrees that the construction of new trails crossing Federal lands in compliance with all applicable laws, including the National Environmental Policy Act, the Forest and Rangeland Renewable Resources Planning Act and the Federal Land Policy and Management Act.
4. Any Federal agency agrees that construction of any recreational trail on National Park Service or National Forest Service lands for motorized uses will be on lands proposed for such uses and will not be on lands in designated wilderness areas and that such construction is otherwise consistent with the management direction is such approved land and resources management plan.
5. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
6. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
8. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
9. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. " 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. ' 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination act of 1975, as amended (42 U.S.C. " 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination statute(s) which may apply to the application.
10. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
11. Will comply with the provisions of the Hatch Act (5 U.S.C. " 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in Whole or in part with Federal funds.
12. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.



- 13. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EI 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with (O 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. " 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ' 7401 et seq.) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 14. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. " 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 15. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E0 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 16. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1986.
- 17. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.
- 18. "Buy America" provisions apply to steel and iron used in a "Federal-aid highway construction project." If a trail project uses steel for bridges or trail signs and the costs for these items exceeds \$2,500.00, the provisions of 23 CFR 635.410(b)(4) apply.
- 19. The "Disadvantaged Business Enterprise" (DBE) requirement applies to this RTP grant. The objective of the DBE Program is to provide disadvantaged business enterprises with opportunities to compete for government contracts. In keeping with this requirement, we ask that each RIP grant recipient, where feasible and practical, encourage DBE listed contractors and suppliers to bid for trail work for which you were granted RTP funds. For information about North Carolina Department of Transportation's approved DBE contractors, visit

<https://www.ebs.nc.gov/VendorDirectory/default.html>

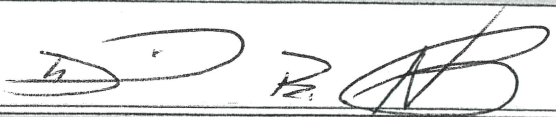

Date	10-20-2023
Agency/Organization	Cleveland County
Title	County Manager
Signature	

NORTH CAROLINA'S RECREATIONAL TRAILS PROGRAM  
APPLICATION SIGNATURE PAGE


"On behalf of the applicant, I hereby certify the information contained in the Recreational Trails Program grant application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being eliminated from consideration for funding."

"I hereby certify the applicant will comply with all applicable local, state and Federal laws and regulations."

"I hereby certify the availability of a minimum of 25% of the requested Recreational Trails Program grant amount as noted in this application."

Date
10-20-2023
Agency/Organization
Cleveland County
Title
County Manager
Signature

Attested By


Note: Organizations applying for RTP funding for a project located on land managed by another party (governmental agency or private entity) must have the approval of the agency representative with signature authority of the affected land managing agency. This approval is to be represented by the signature of the agency representative below.

Approved on
01.10.2023 <small>This date represents the date the Town of Boiling Springs first approved the grant application submission and passed a formal resolution of support. This form asks for "Approved on."</small>
Agency/Organization
Town of Boiling Springs
Title
Interim Town Manager
By
 Date signed: 10/17/2023


FEDERAL RECREATIONAL TRAILS PROGRAM  
INSURANCE REQUIREMENT NOTIFICATION FORM  
(Requirement of Governmental Agencies and Non-Profit Organizations)

A grantee must provide **INSURANCE** during the term of a State Grant Contract. As a minimum, the grantee shall provide and maintain the following coverage and limits:

- a. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is subcontracted, the Grantee shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

As the approved contact for the below listed organization, I sign that I have read and am now aware of the Insurance Requirement that will be noted in the General Terms and Conditions of our pending State Grant Contract.

Date
10-20-2023
Agency/Organization
Cleveland County
Title
County Manager
Signature




## Recreational Trails Program

Number: 20.219

Agency: Department of Transportation Office: Federal Highway Administration (FHWA)

### PROGRAM INFORMATION

#### Authorization (040):

Fixing America's Surface Transportation (FAST) Act., Public Law 114-94, 23 U.S.C 104, 133, 206.

#### Objectives (050):

To provide funds to the States to develop and maintain recreational trails and trail-related facilities for both nonmotorized and motorized recreational trail uses. The funds represent a portion of the motor fuel excise tax collected from nonhighway recreational fuel use.

#### Types of Assistance (060):

Formula Grants; Formula Grants (Apportionments)

#### Uses and Use Restrictions (070):

Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). Funds may not be used for: property condemnation; constructing new trails for motorized use on National Forest or Bureau of Land Management lands unless the project is consistent with resource management plans; or facilitating motorized access on otherwise nonmotorized trails. The USDOT encourages States to enter into contracts and cooperative agreements with qualified youth conservation or service corps to perform construction and maintenance of recreational trails under this program.

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Funds from this program may be used for: (1) Maintenance and restoration of existing trails; (2) development and rehabilitation of trailside and trailhead facilities and trail linkages; (3) purchase and lease of trail construction and maintenance equipment; (4) construction of new trails (with restrictions for new trails on Federal lands); (5) acquisition of easements or property for trails or trail corridors; (6) assessment of trail conditions for accessibility and maintenance; (7) development and dissemination of publications and operation of educational programs to promote safety and environmental protection (as those objectives relate to one or more of the use of recreational trails, supporting non-law enforcement trail safety and trail use monitoring patrol programs, and providing trail-related training), (limited to 5 percent of a State's funds); and (8) State administrative costs related to this program (limited to 7 percent of a State's funds). States must use 40 percent of their funds for diverse recreational trail use, 30 percent for motorized use, and 30 percent for non-motorized use (Connecticut, Delaware, District of Columbia, and Rhode Island have a small State exception).

Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

#### Eligibility Requirements (080)

##### Applicant Eligibility (081):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.)

For funds available to the States: the Governor of each State must designate the State agency or agencies responsible for administering this program. The State must have a State recreational trail advisory committee that represents both motorized and nonmotorized recreational trail users, which shall meet not less than once per fiscal year. If the State Recreational Trail Advisory Committee does not meet in a fiscal year, or does not have required representation, the State becomes ineligible for an apportionment. The State agency may accept project proposals from private organizations, or from municipal, county, State, or Federal government entities, and other government entities. The projects must satisfy one or more of the permissible uses. States may provide sub-grants to Federal, State, and local government entities and to private entities, at the discretion of the State.

##### Beneficiary Eligibility (082):

(The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with

other government agencies, institutions of higher learning, or nonprofit organizations using its administrative funds.) The State agency designated by the Governor. A State may opt out of the Recreational Trails Program if the Governor of the State notifies the Secretary not later than 30 days prior to apportionments being made for any fiscal year.

**Credentials/Documentation (083):**

Allowable costs will be determined in accordance with applicable cost principles listed in 2 CFR Part 200 for the kind of organization receiving the grant or sub-grant. 2 CFR 200, Subpart E - Cost Principles applies to this program.

**Application and Award Process (090)**

**Preapplication Coordination (091):**

Most Recreational Trails Program (RTP) projects qualify as Categorical Exclusions under the National Environmental Policy Act (NEPA). Some projects may require Environmental Assessments. Projects that may have a significant environmental impact may require Environmental Impact Statements. An environmental impact statement is required for this program. An environmental impact assessment is required for this program. This program is eligible for coverage under E.O. 12372, "Intergovernmental Review of Federal Programs." An applicant should consult the office or official designated as the single point of contact in his or her State for more information on the process the State requires to be followed in applying for assistance, if the State has selected the program for review

**Application Procedures (092):**

This program is excluded from coverage under 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For funds available to the States: The States must submit project proposals to the FHWA division office located in each State for approval. The State may submit individual projects or consolidate similar projects for the purposes of program approval. FHWA approval constitutes a commitment to pay the Federal share of the project's cost. The State's projects also must be included in State transportation improvement programs and applicable metropolitan transportation improvement programs.

For FHWA's administrative, research, technical assistance, and training expenses, FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks. Contracts are announced through [www.fbo.gov](http://www.fbo.gov). Cooperative agreements are announced through [www.grants.gov](http://www.grants.gov).

**Award Procedure (093):**

For funds available to the States: The State agency or agencies designated by the Governors decide which projects will be developed within funding levels, but the FHWA division office located in each State makes the final decision on the eligibility of specific projects for funding.

**Deadlines (094):**

Contact the headquarters or regional office, as appropriate, for application deadlines.

**Range of Approval/Disapproval Time (095):**

From 5 days to 5 months. In some States, requirements for projects to be listed in statewide or metropolitan transportation improvement programs may add up to a year of delay.

**Appeals (096):**

Not Applicable.

**Renewals (097):**

Not Applicable.

**Assistance Consideration (100)**

**Formula and Matching Requirements (101):**

Statutory Formula: Title 23 U.S.C., Part 133(h), 206, and former 213(f) and (g), Public Law 114-94. 133(h), 206, and former 213(f) and (g). See [http://www.fhwa.dot.gov/environment/recreational\\_trails/legislation/](http://www.fhwa.dot.gov/environment/recreational_trails/legislation/).

Matching Requirements: Percent: 80%. The Federal share is subject to a sliding scale under 23 U.S.C. 120(b). Funds from any other Federal program may be used for the non-Federal match if the project also is eligible under the other program.

Recreational Trails Program funds may be used to match other Federal funds if the project also is eligible under the other program. States also may allow a programmatic match: if some project sponsors in a State provide more match funds than required, other sponsors in the State may provide less. Some in-kind materials and services may be credited toward the project match. States may allow some pre-approval planning and environmental assessment costs toward the project match. See [http://www.fhwa.dot.gov/environment/recreational\\_trails/guidance/matchingfunds.cfm](http://www.fhwa.dot.gov/environment/recreational_trails/guidance/matchingfunds.cfm). This program does not have MOE requirements.

**Length and Time Phasing of Assistance (102):**

Funds generally become available at the beginning of the fiscal year for which they are authorized, and must be obligated within 3 years after the close of that fiscal year. See the following for information on how assistance is awarded/released: The method of money release varies case by case.

**Post Assistance Requirements (110)****Reports (111):**

No reports are required.

**Audits (112):**

In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, non-Federal entities that expend financial assistance of \$750,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503.

**Records (113):**

Project records and documents must be retained by the State for 3 years following the final submission for Federal payment in accordance with 2 CFR 200.

**Financial Information (120)****Account Identification (121):**

69-8083-0-7-401.

**Obligations (122):**

(Formula Grants (Apportionments)) FY 15 \$80,741,889; FY 16 est \$82,365,802; and FY 17 est \$82,365,802 - The Recreational Trails Program has continued as a set-aside of funds under the Transportation Alternatives Program (20.205) at up to \$84,160,000 per year. A State may choose to opt out of the program in a fiscal year: Connecticut opted out for FY 2016. Remaining unobligated balances from prior years may be available. Note: States must return 1 percent of the funds to the FHWA for administrative, research, technical assistance, and training expenses for the program. The FHWA may enter into contracts with for-profit organizations or contracts, partnerships, or cooperative agreements with other government agencies, institutions of higher learning, or nonprofit organizations to perform these tasks.

**Range and Average of Financial Assistance (123):**

Apportionments to the States are based on statutory formula. All 50 States and the District of Columbia are eligible to receive apportionments. For FY 2015: \$83,318,400 was potentially available; \$80,741,889 was apportioned (Florida opted out for FY 2015). Awards ranged from \$816,847 to \$5,698,627; the average was \$1,614,838.

**Program Accomplishments (130):**

Fiscal Year 2015: States obligated \$72 million for approximately 1,100 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate about \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: No Current Data Available

**Regulations, Guidelines, and Literature (140):**

23 CFR, Highways and 49 CFR, Transportation. There are no regulations specifically for the Recreational Trails Program. Program guidance was completed on April 1, 1999; and is posted at <http://www.fhwa.dot.gov/environment/rectrails/guidance.htm> along with program updates. Program guidance under MAP-21 is posted at <http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm> with Questions and Answers at <http://www.fhwa.dot.gov/map21/qandas/qatap.cfm>. New guidance under the FAST Act will be posted at [http://www.fhwa.dot.gov/environment/transportation\\_alternatives/](http://www.fhwa.dot.gov/environment/transportation_alternatives/).

**Information Contacts (150)****Regional or Local Office (151):**

See Regional Agency Offices. State-level offices of the Federal Highway Administration (as listed in Appendix IV of the Catalog) or the State agency designated by the Governor to administer this program.

**Headquarters Office (152):**

Christopher B. Douwes 1200 New Jersey Ave S.E., Washington, District of Columbia 20590 Email:

christopher.douwes@dot.gov

Phone: (202) 366-5013 Fax: (202) 366-3409

**Website Address (153):**

[http://www.fhwa.dot.gov/environment/recreational\\_trails/](http://www.fhwa.dot.gov/environment/recreational_trails/)

**Related Programs (160):**

20.205 Highway Planning and Construction

**Examples of Funded Projects (170):**

Fiscal Year 2015: States obligated \$72 million for about 1,100 projects. RTP-funded projects provide accessibility improvements,

access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2016: States will obligate approximately \$75-\$85 million for about 1,200 projects. RTP-funded projects provide accessibility improvements, access to health and fitness, active transportation for safe and livable communities, youth employment, economic stimulus, and habitat conservation. Examples of RTP-funded projects include trails, trail bridges, and trail facilities for uses including hiking, bicycling, in-line skating, equestrian use, cross-country skiing, snowmobiling, off-road motorcycling, all-terrain vehicle riding, four-wheel driving, or using other off-road motorized vehicles. Fiscal Year 2017: Similar projects will be completed as noted in FY15, and 16.

**Criteria for Selecting Proposals (180):**

Each State (and the District of Columbia) solicits and selects projects for funding. To be eligible, projects must be selected on the basis of State priorities within the limit of the funds apportioned to each State.

Place Holder for **Secretary Award Letter**

Please reference the Secretary Award Letter under Attachments in the Grant Management System (GMS).

*The remainder of this page is intentionally blank*



Place Holder for **Application Form**

Please reference the Application form in the Grant Management System (GMS).

*The remainder of this page is intentionally blank*

### Deliverables from Application

DIL	Item Type	Description	Accom. By	Unit(s)	Units of Meas.	Rate	RTP Funds	Match Funds	Total Amount
1	P010 Trail Renovation	Wild Turkey Trail (0.5 mi): reslope, pipe, stone; Flint Hill Trail (0.8 mi): reslope; College Farm (0.7 mi) and Nicholsonville (0.5 mi) Trails: reroute within 30' corridor, reslope, pipe, stone	Contracted	1		84,000	\$70,000.00	\$14,000.00	\$84,000.00
2	P010 Trail Renovation	n/a		0		0	\$0.00	\$0.00	\$0.00
3	P010 Trail Renovation	n/a		0		0	\$0.00	\$0.00	\$0.00
4	P011 Existing Trail - Routine Maintenanc	Wild Turkey Trail, College Farm, Nicholsonville Trails: Trim/Prune for 8' width throughout, total 1.7 miles	Contracted	1		30,000	\$30,000.00	\$0.00	\$30,000.00
5	P011 Existing Trail - Routine Maintenanc	n/a		0		0	\$0.00	\$0.00	\$0.00
6	P007 Design/ Planning	Engineering Firm for design/ planning costs	Contracted	1		5,500	\$0.00	\$5,500.00	\$5,500.00
7	P008 Engineering	Engineering Firm for engineering services	Contracted	1		5,500	\$0.00	\$5,500.00	\$5,500.00
Sub Total(s)							\$100,000.00	\$25,000.00	\$125,000.00



## Resolution

02 – 2023

### Resolution in Support of the Recreational Trails Program Grant

**WHEREAS**, it has been determined by the Board that Broad River Greenway intends to apply for a RECREATIONAL TRAILS PROGRAM GRANT in the amount of One Hundred Thousand Dollars (\$100,000);

**WHEREAS**, RECREATIONAL TRAILS PROGRAM GRANT requires a match of 25 percent (25%) of grant funds received. A total match of Twenty-Five Thousand Dollars (\$25,000) will be available in cash from the County if a grant is awarded;

**WHEREAS**, the total project will be completed within a three-year timeframe with a total budget of One Hundred Twenty-Five Thousand Dollars (\$125,000) for the RECREATIONAL TRAILS PROGRAM GRANT;

**WHEREAS**, the project in the grant application includes the renovation of trails at the Broad River Greenway which is owned by Cleveland County and the Town of Boiling Springs, NC;

**WHEREAS**, it is in the public interest to provide assistance per the 2022-23 Strategic Goals, Focus Area #5: Community Wellness by ensuring trails at the Broad River Greenway continue providing recreational opportunities for years to come;

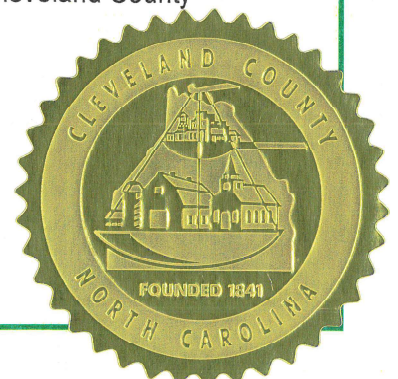
**NOW, THEREFORE BE IT RESOLVED**, for the reasons recited above that the Cleveland County Board of Commissioners shall authorize the County Manager to submit a grant application for the North Carolina Division of Parks and Recreation, North Carolina Trails Program, Recreational Trails Program.

Adopted this the 17<sup>th</sup> day of January 2023

By:   
Kevin Gordon, Chairman  
Board of Commissioners of Cleveland County

ATTEST:

  
Phyllis Nowlen, Clerk  
Cleveland County Board of Commissioners



- Check if this contract is funded by federal dollars
- Check if this contract is funded by state dollars
- Check if this contract is funded by private grant dollars

**CLEVELAND COUNTY, NORTH CAROLINA CONTRACT SIGNATURE PAGE**

**CONTRACT NAME:** BROAD RIVER GREENWAY TRAIL ENHANCEMENTS

Department: LANDFILL

**CONTRACTOR/VENDOR:**

Contractor Legal Name: HOKE ENTERPRISES, INC

Contractor Address: PO Box 290 EARL NC 28038 / 2550 BLACKSBURG ROAD, GROVER NC

~~ES071~~ address for notices: Chris@Hoke Enterprises.com

For Contractor: \_\_\_\_\_ (Signature)      DATE: \_\_\_\_\_

CHRIS GREENE (Printed Name)

PRESIDENT (Printed Title)

**CLEVELAND COUNTY:**

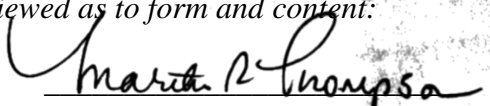
By: \_\_\_\_\_ Date: \_\_\_\_\_

David Cotton  
County Manager                      email: David.Cotton@clevelandcountync.gov

*This instrument has been pre-audited in the manner required by, and complies with, Article 3 of Chapter 159 of the North Carolina General Statutes, also cited as "The Local Government Budget and Fiscal Control Act."*

\_\_\_\_\_  
Philip Steffen, Finance Director                      Date  
Email : Philip.Steffen@ClevelandCountyNC.gov

*Reviewed as to form and content:*

  
\_\_\_\_\_  
Martha Thompson, Deputy County Attorney                      9 Sept 2024  
Date  
Email: Martha.Thompson@ClevelandCountyNC.gov

## **CLEVELAND COUNTY, NORTH CAROLINA CONTRACT COVER SHEET**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (hereinafter the “Agreement” or the “Contract”), is made and entered into by and between Cleveland County, North Carolina (the “County”) and the undersigned Contractor.

1. **COVER SHEET TO PREVAIL.** The Contract consists of this Cover Sheet and the attached Contract Documents. This Cover Sheet is fully incorporated into the Contract. The provisions of this Cover Sheet shall prevail over any conflicting terms in the attached Contract Documents. All signature pages in this Cover Sheet and the attached Contract Documents must be executed for this Contract to be valid.
2. **STRIKE-THROUGH INCORPORATED INTO CONTRACT.** Any provision(s) in this Cover Sheet or the attached Contract Documents that are struck through shall not be included in the Contract.
3. **CONTRACT DOCUMENTS ATTACHED.** The Contract Documents are attached hereto as Exhibit 1.
4. **NON-APPROPRIATION.** If funds are not appropriated during the term of this Contract for the subject matter herein described and there are no other available funds by or with which payment can be made to the Contractor, this Contract shall terminate. This Contract will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.
5. **TERMINATION.** The County may terminate this Contract for convenience by giving thirty (30) days’ written notice of such termination to the Contractor. The County shall only be obligated to pay for services rendered and/or goods ordered prior to the effective date of the termination.
6. **IRAN DIVESTMENT ACT CERTIFICATION.** As of the date this Contract is executed, the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. The Contractor’s signatory hereby certifies that they are authorized by the Contractor to make this statement.
7. **NORTH CAROLINA E-VERIFY CERTIFICATION.** By entering into this Contract, the Contractor certifies that it is in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes and, if applicable, will ensure compliance by any subcontractors.
8. **ADA AND CIVIL RIGHTS COMPLIANCE.** The Contractor certifies that it complies with all applicable federal and state civil rights laws, including applicable provisions of the Americans with Disabilities Act.
9. **PUBLIC RECORDS AND CONFIDENTIALITY.** The County is required to comply with state laws governing public records and open meetings. Notwithstanding anything to

the contrary in this Contract, the County shall not be liable to any party for disclosing the Contract, or any documents or communications made or received in relation thereto, to any third party or the public, if such disclosure is made by the County in a good faith effort, in its sole discretion, to comply with any public records request or other applicable laws.

10. **LIMITATIONS ON SCOPE OF COUNTY INDEMNIFICATION.** The parties acknowledge and understand that an unlimited indemnification by the County violates the North Carolina Constitution and is void and unenforceable by operation of law. Any indemnifications by the County given to any party under this contract shall be deemed to be given only to the fullest extent permitted by law. Any indemnification given by the County shall be deemed and further limited to indemnify against claims or actions arising from the action or inaction of the County's own officers, officials, employees, or agents only, and shall not be deemed to indemnify any party against claims or actions arising from any action or inaction of any other parties.
11. **CHOICE OF LAW, FORUM, AND MEDIATION.** This Contract is made and entered into in Cleveland County, North Carolina, and shall be governed by North Carolina law. Any claim for breach or enforcement of this Contract shall be filed in the appropriate court located in the jurisdiction of Cleveland County. The Parties agree in good faith to first submit any disputes to mediation, being that formal process described by North Carolina in its Superior Court Alternative Dispute Resolution Program through the Dispute Resolution Committee. The Parties will attempt to agree on a North Carolina Certified Superior Court Mediator, with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission, or another person by mutual consent. The parties shall mediate in good faith and share the costs of mediation equally.
12. **CONSTRUCTION & HEADINGS.** No rule of construction shall apply against any party as the drafter of this Contract, which is the result of an arms-length negotiation between the parties. The titles, captions, and headings of this Contract are for reference purposes only and shall not be deemed to affect the meaning or interpretation of the Contract.
13. **MERGER.** This Contract is the entire agreement between the Parties with respect to its subject matter. There are no other verbal or written agreements with respect thereto between the Parties.
14. **MODIFICATION.** No modifications of this Contract shall be valid unless reduced to writing and signed by all parties hereto.
15. **IMMUNITY.** This Contract shall not constitute a waiver of the County's governmental immunity as to any claim against which immunity could be asserted, nor shall it create rights in third parties.
16. **SEVERABILITY.** The provisions of this Contract are intended to be severable. Any and all provisions of this Contract that are prohibited, unenforceable, or otherwise not authorized in any jurisdiction shall, as to such portion and/or jurisdiction only, be deemed ineffective to the extent of such prohibition, unenforceability, or non-authorization,

without invalidating the remaining provision(s) hereof in such jurisdiction, or affecting the continuing validity, enforceability, or legality hereof in any other jurisdiction.

17. **SIGNATURE WARRANTY.** Any party executing this Contract as a corporate or other legal entity represents to the Parties hereto that such entity is duly organized, validly existing, and in good standing under the laws of the State of North Carolina or otherwise under the laws of the state of its formation, and is qualified to transact the business contemplated herein within the State of North Carolina, and further that any such party executing the Contract on behalf thereof, has the full power and authority to do so without any further authorization being required from any party, and thereby legally binds said entity to the terms and conditions of this Contract.
18. **WAIVER OF CONSEQUENTIAL/PUNITIVE DAMAGES.** Under no circumstances whatsoever shall any party be entitled to recover, and all parties hereby waive their right to seek, any punitive, special, or consequential damages of any kind whatsoever, incurred in connection with any breach of this Contract. Notwithstanding the foregoing, the reasonable costs incurred in connection with successfully enforcing this Contract against another party, including court costs, fees, and reasonable attorney's fees associated therewith, shall be recoverable by such prevailing party.
19. **SAVINGS PROVISION.** The County shall not be held in default or breach of the Contract unless it has first failed to cure any condition causing such breach or default within fifteen (15) days of receiving written notice thereof by the party alleging such default.
20. **ELECTRONIC AND/OR DUPLICATE EXECUTION & ORDER OF EXECUTION.** The Contract may be executed in multiple counterparts, in which event each such executed copy shall be deemed an original document as between the parties. An electronic signature and/or copy of the Contract shall have the same force and effect as the original.
21. **NOTICES.** Notices required by the contract to be sent by the Contractor to the County shall be sent to the County Manager/Health Director or DSS Director as shown on the signature page AND to the (Deputy) County Attorney County Legal Department AND to the County Finance Department, via mail: 311 E. Marion Street. Shelby NC 28150 OR via email with delivery receipt. County may deliver Notices to Contractor via email or mail.
22. **NOTE ON UNIFORM GUIDANCE ("UG") REQUIRED PROVISIONS.** Uniform Guidance ("UG") is a set of uniform standards for contracts involving the expenditure of certain federal funds. If the UG requirements are not applicable, the UG provisions do not apply, unless specifically stated so in the Contract. If a UG requirement is applicable to this Contract, that UG requirement shall considered to be incorporated into the Contract. By signing this Contract, the Contractor agrees to comply with all terms and conditions on the following page that apply to this Contract.

**[UNIFORM GUIDANCE PROVISIONS TO FOLLOW]**

### **Uniform Guidance \*\*UG\*\*) Required Contract Provisions**

**APPLICABILITY:** UG is a set of uniform standards for award and expenditure of federal financial assistance, and applies to the purchase of apparatus, supplies, equipment, materials, services, construction and repair, and engineering/architectural services. See 2CFRPart200. Provided that these standards are applicable to you, by signing this signature page, you are certifying that your organization meets these requirements and that this certification, with the statutory references incorporated into each certification, on its face constitutes the "provision for compliance" for any paragraphs requiring such provision or other similar required statement, terms, or requirements. Cleveland County is also required to be bound by such provisions. As the UG requires that any more stringent state law or local ordinance/policy supersedes these certifications, such state or local contractual references supersedes the requirements below, to the extent that the state or local provisions are more stringent than the federal requirements. **If the service provided under the contract is not covered by the UG, signing the contract signature page will not bind the parties to these requirements, unless specified in the contract.**

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions/penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" 30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p 339), as amended by Ex. Order 11375, "Amending Ex. Order 11246 Relating to Equal Employment Opportunity," and implementing regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 award by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or

laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or material or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient/subrecipient wishes to contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient/subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Implementing regulations issues by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision requiring the non-Federal entity to agree to comply with all applicable standards, orders or regulation issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

(H) Debarment and Suspension (Ex. Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Ex. Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Ex. Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials. §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014



**EXHIBIT 1 – CONTRACT  
DOCUMENTS**



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P.O. Box 290 Earl, NC 28038 - Telephone (704) 482-0003 - Fax (704) 482-0633

# Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a  
**STIPULATED SUM***

## **AGREEMENT**

Made as of the 17th day of September, two thousand twenty-four.

## **BETWEEN**

The Owner: Cleveland County  
c/o David Cotton, County Manager  
County Administrative Building  
311 E. Marion Street  
Shelby NC 28150

and the Contractor: Hoke Enterprises, Inc.  
P.O. Box 290  
Earl, North Carolina 28038

The Project is: Broad River Greenway Trail work

Contract Number: 240803

The Owner and Contractor agree as set forth below:

## **ARTICLE 1**

### **THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Cleveland County's Cover Sheet with Additional terms, General Conditions of the Contract, Drawings, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appear in Article 9.

## **ARTICLE 2**

### **THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the General Documents to be the responsibility of others, as follows:

#### **Scope of Work:**

Perform general maintenance, clearing, and light grading of trails as generally outlined in a report from TGS engineers (updated in January of 2023) and reviewed in a site visit performed on July 2, 2024.

Scope included but not limited to: Project to include College Farm Trail, Flint Hill Trail, Wild Turkey Trail, and Nicholsonville Trail. Trim and prune to create 8' width where applicable. Repair washed out areas or reroute trail nearby.

Not included: Clearing of trees greater than 3" diameter, forestry mulching (by owner) with the exception of trees and shrubs of any size within the 8-foot trail width span, which shall be included in the price and removed, after consultation with Owner's representative.

Clarification: Hoke will work T&M at the rates provided in the budget in attachment A and will make the owner aware if approaching overruns in the budget.

Hoke Enterprises will follow all recommendations and guidelines as outlined by NC DEQ, however, Hoke Enterprises is not liable for any violation of expectations from NCDEQ or any implications resulting from the work as outlined in the scope of work and performed by Hoke Enterprises.

## **ARTICLE 3**

### **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

~~3.1 The date of commencement (to be determined) the date that a building permit is received unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.~~

3.1 Work shall commence in a timely fashion to meet project deadline of December 31, 2025, meeting RFQ requirements (Attachment B), NC Dept of Natural & Cultural Resources parameters(Attachment C),

3.2 The scope of work and budget price outlined in Hoke Enterprises response and proposal supersedes the scope and pricing listed elsewhere.

## **ARTICLE 4** **CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract based on the budget as outlined in attachment A: Broad River Greenway Trail Work REV 2-Recap#1, dated 7/26/2024.

4.2 The Contractor will invoice the County in regular intervals based upon work actually performed.

4.3 The revised budget set forth in Attachment A controls, and shall not materially change unless the job price increases due to a change of scope of more than 5%, in which case a negotiated change order shall be required.

4.4 The contract shall not exceed the engineer budget set forth in the RFQ, Attachment B.

## **ARTICLE 5** **PROGRESS PAYMENTS**

5.1 Based upon Applications for Payment submitted to the Owner by the Contractor the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 The Application for Payment shall be submitted to the Owner on or before the last day of the month of the period covered by the Application for Payment. Within thirty (30) days after receipt of each monthly application for Payment, the Owner shall pay directly to the Contractor the appropriate amount for which the application is made, less amounts previously paid by the Owner.

~~5.4 Each Application for Payment shall be based upon the schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. This schedule, unless objected to by the Owner shall be used as a basis for reviewing the Contractor's Application for Payment.~~

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows: 95%, 5% retainage.

~~5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in the dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.~~

**5.7** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing).

**5.8** Subtract the aggregate of previous payments made by the Owner.

## **ARTICLE 6**

### **FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; such final payment shall be made by the Owner not more than 30 days after the Owner receives the Application for Payment.

## **ARTICLE 7**

### **MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Cleveland County's Cover Sheet with Additional Terms controls any conflict in the contract.

**7.3** **No** project work beyond preliminary design and engineering (e.g. pruning, construction, ground disturbance, earthmoving work) may occur until the Contractor supplies the necessary permits to the County/Project Manager or a certified statement that no permits are required.

**7.4** **No** project work beyond preliminary design and engineering shall commence until the County/Project Manager provides a Notice To Proceed Letter to the Contractor.

## **ARTICLE 8**

### **TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions, subject to the additional terms in the County's Cover Sheet.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions and subject to the additional terms in the County's Cover Sheet.

## **ARTICLE 9**

## ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement between Owner and Contractor.

9.1.2 **Attachment E:** The General Conditions are the General Conditions of the Contract for Construction.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual refer to:

Document	N/A	Title	Pages
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9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows .

Section	N/A	Title	Pages
---------	-----	-------	-------

9.1.5 The Drawings are to be provided by : N/A

9.1.6 The addenda, if any, are as follows: **N/A**

<u>Number</u>	Date	Pages
---------------	------	-------

9.1.7—Other documents, if any, forming part of the Contract Documents are as follows: **N/A**

1. Cleveland County's Cover sheet with signatures and additional terms
2. Attachment A: T&M Budget – 1 page
3. Attachment B: RFQ requirements – 10 pages
4. Attachment C: NC Dept of Natural & Cultural Resources parameters – 20 pages
5. Attachment D: Trail Survey – 4 pages
6. Attachment E: General Conditions - 19 pages

This agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor, and one to the Owner.

SIGNATURE PAGE and DATE are contained on FIRST PAGE OF COVER SHEET

*(remainder of page is intentionally blank)*

# ATTACHMENT A

ATTACHMENT A

JOB: Broad River Greenway Trail work

DATE: 7/26/2024

ITEM	Qty	Unit	Original Budget		BUDGET TOTAL
			Unit \$	Ext.	
Mobilization	1	LS	8000	\$ 8,000.00	\$ 8,000.00
General Conditions	4	WK	2500	\$ 10,000.00	\$ 10,000.00
Project Manager	24	HR	100	\$ 2,400.00	\$ 2,400.00
Superintendent	160	HR	85	\$ 13,600.00	\$ 13,600.00
Superintendent OT		HR	120	\$ -	\$ -
General Labor (Demo)	80	HR	55	\$ 4,400.00	\$ 4,400.00
Stone	1	LS	8000	\$ 8,000.00	\$ 8,000.00
Design	1	LS	0	\$ -	\$ -
Skid Steer	100	HR	125	\$ 12,500.00	\$ 12,500.00
Dozer	120	HR	150	\$ 18,000.00	\$ 18,000.00
Mini Excavator	40	HR	140	\$ 5,600.00	\$ 5,600.00
Large Excavator	40	HR	200	\$ 8,000.00	\$ 8,000.00
MISC Material	1	LS	2000	\$ 2,000.00	\$ 2,000.00
HOKE EQMT	1	LS	3000	\$ 3,000.00	\$ 3,000.00
Rental EQMT	1	LS	0	\$ -	\$ -
<b>Subcontractors</b>					
Tree Company with Chipper	8	DY	1500	\$ 12,000.00	\$ 12,000.00
Electrical and Lighting		LS	0	\$ -	\$ -
Mechanical		LS	0	\$ -	\$ -
Plumbing		LS	0	\$ -	\$ -
Contingency	1	LS	5000	\$ 5,000.00	\$ 5,000.00
				\$ 112,500.00	\$ 112,500.00
<b>MARKUP</b>					
FEE			10%	\$ 11,250.00	\$ 11,250.00
				\$ 11,250.00	\$ 11,250.00
BLD.RISK					
BOND					
<b>TOTAL</b>					<b>\$ 123,750.00</b>

*[Handwritten Signature]* 8-7-2024



# ATTACHMENT B



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**Cleveland County**  
NORTH CAROLINA

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Request for Qualifications

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Design Build Construction of Trails

Broad River Greenway

RFQ-BRGRTP-2024 04/17 - rev 0

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April 17, 2024

Cleveland County Administrative Building  
Attn: Emily Sisk  
311 E. Marion St  
Shelby, NC 28150  
Office: 704-669-4130  
Email: [Emily.Sisk@ClevelandCountync.gov](mailto:Emily.Sisk@ClevelandCountync.gov)

Broad River Greenway

## Table of Contents

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## 1. Introduction

Cleveland County Government is requesting qualifications of licensed general contracting firms to provide specified professional services in connection with the design build process of the Broad River Greenway Trail renovation/relocation process to improve sustainability.

The submittal deadline is **May 15, 2024** by 3pm.

The firm's qualification package shall be submitted as an electronic PDF on a USB thumb drive, and in 3 paper copies in a sealed envelope/box.

The envelope/box shall be labeled with the project name and the firm's name.

Qualification packages can be submitted by any one of the following methods:

Mail: Cleveland County  
Finance & Purchasing Department  
Attn: Tonya Brittain  
PO Box 1210  
Shelby, NC 28151

Hand delivered: Cleveland County Administrative Building  
2<sup>nd</sup> Floor  
Finance & Purchasing Department  
Attn: Tonya Brittain  
311 E. Marion St  
Shelby, NC

Administrative questions can be emailed to: [Tonya.Brittain@clevelandcountync.gov](mailto:Tonya.Brittain@clevelandcountync.gov)

Any project scope questions should be emailed to: [Emily.Sisk@clevelandcountync.gov](mailto:Emily.Sisk@clevelandcountync.gov) no later than 05/10/2024.

## 2. Overview

Cleveland County and the Town of Boiling Springs co-own the Broad River Greenway. Cleveland County will execute a trail renovation project that will follow the United States Forest Service trail design standards and include widening, smoothing, altering the slope, and reworking trails to include more switchbacks. This work will improve trail sustainability and reduce the environmental impacts the former logging trails have endured over the years.

These trails connect the Carolina Thread Trail from the East and West, and serve as the foundation for reaching into South Carolina and points north following the Broad River. Public input via public meetings and surveys informs Greenway staff and the County that trail improvements are essential to support varied use and ensure long-term sustainability and linkage as more portions of the Carolina Thread Trail, and other regional recreational options come online.

At a minimum, four trails are to be renovated: College Farm, Flint Hill, Nicholsonville, and Wild Turkey. The county has a hard-set budget that “Will be disclosed upon firm selection that must not be exceeded.”

Completion of all work must be no later than December 31, 2025, with all aspects of the Broad River Greenway open and functional as directed, and in acknowledgment of potential environmental indicators (see below). The firm selected will not be awarded a construction contract until a final guaranteed maximum price (GMP) has been provided to the county for approval and acceptance. The qualified General Contractor will be responsible for hiring and selecting a qualified design team “As necessary” to aid in the delivery of this project and meet any/all permitting requirements.

### Environmental indicators:

#### From the US Fish and Wildlife Service, Asheville Field Office (January 2023):

The proposed project is in an area that has potential or known occurrence records of species with federal designations. Below is a list of species which should be considered. No critical habitat is present within the project vicinity.

Common Name	Scientific Name	Federal Status
Dwarf-flowered heartleaf	<i>Hexastylis naniflora</i>	Threatened species
Monarch butterfly	<i>Danaus Plexippus</i>	Candidate species
Tricolored bat	<i>Perimyotis subflavus</i>	Proposed endangered

#### From the North Carolina Wildlife Resources Commission (January 2023):

There are South Mountain Gray-cheeked Salamander (*Plethodon meridianusa*), a Species of Greatest Conservation Concern (SGCN), in the northern part of Cleveland County. They could exist in forested areas in the southern part of the county, though the forests in the project area may not be suitable for this species.

The Cleveland County Team will choose a qualified firm using a 1-step process—select firms qualified to provide such services based on demonstrated competence and qualifications based on their qualification packets and design team submitted.

The County Team will rate the firm based on, but not limited to, the criteria below:

- Overall reputation of the firm/team
- Key team members — experience and qualifications
- Project references specific to this type of service
- Experience with applicable regulatory agencies and permitting

- 
- Experience with providing these services to local governments
  - Proposed typical fees/general cost analysis
  - Unique qualities that would make firm/team best suited for the project
  - Proposed team members

Cleveland County will use the standard AIA Document B101™—2017 for the basis of the contract agreement with a terms and conditions addendum as needed.

### 3. General Requirements

- 3.1. The RFQ contact form must be signed and returned with firm's proposal package for the services and deliverables described in Schedule 7 (the "Scope of Work").
- 3.2. The County will not be bound to act by any communication or proposal submitted by firms other than in accordance with this RFQ.
- 3.3. Firm's questions and the County's responses may or may not be forwarded to all firms. The County reserves the right to communicate all or part of the questions and responses, with all, or certain firms.
- 3.4. By submitting a proposal package in response to this RFQ, firm is deemed to accept the award selection process and criteria and County's discretion in connection with such process and criteria.
- 3.5. By submitting a proposal package in response to this RFQ, the firm acknowledges and waives any claim for compensation of any kind whatsoever against the County or any of its Representatives (as defined below), as a result of its submission, any decision made by the County during the RFQ process, including when acting in its sole discretion, or arising in any other manner from its participation in this RFQ.

### 4. Firm's Affirmations

- 4.1. By submitting its qualifications, the firm represents and warrants the following:
  - a. This RFQ is a solicitation for professional proposals and is not a contract or an offer to contract.
  - b. The submission of a proposal package by the firm in response to this RFQ will not create a contract between the County and firm.
- 4.2. The County makes no representation or warranty, written or oral, that one or more contracts will be awarded under this RFQ; and
- 4.3. The firm will bear, as its sole risk and responsibility, any cost arising from firm's preparation of a response to this RFQ and, as applicable, contract negotiations.
- 4.4. The firm is a reputable person that is lawfully and regularly engaged in providing and/or performing the *Professional Services*.
- 4.5. The firm has the necessary experience, knowledge, abilities, skills, and resources to provide the *Deliverables* and/or perform the *Professional Services* upon the terms and conditions specified in this RFQ.

- 4.6. The firm is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances including, without limitation, those relating to bid rigging.
- 4.7. The firm understands:
- a. The requirements and specifications set forth in this RFQ and
  - b. The terms and conditions set forth under which the firm will be required to operate.
- 4.8. If selected by the County, the firm will not delegate any of its duties or responsibilities under this RFQ or any resulting contract to any subcontractor, except as expressly provided in the qualifications.
- 4.9. If selected by the County, the firm will maintain any insurance coverage required by the contract during the term thereof.
- 4.10. All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. The firm acknowledges that the County will rely on such statements, information, and representations in selecting the successful professional services provider. If selected by the County, the firm will notify the County immediately of any material change in any matters regarding the firm's responses to questions asked by the county, any documentation the firm has provided or any change that would materially impact the firm's ability to execute and complete the project as agreed upon.
- 4.11. The firm has not given or offered to give to the County or any of its Representatives nor does it intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service in connection with its submitted quotation.
- 4.12. The firm certifies that other than the relationships which have been previously disclosed to the County in writing:
- a. No relationship, whether by blood, marriage, business association, capital funding agreement or any other such kinship or connection exists between the owner of any firm that is a sole proprietorship, the officers or directors of any firm that is a corporation, the partners of any firm that is a partnership, the joint ventures of any firm that is a joint venture or the members or managers of any firm that is a limited liability company, on one hand, and an employee of any affiliate of the County, on the other hand, and
  - b. The firm or any of its officers, directors and shareholders/partners has not been an employee of the County within the immediate twelve (12) months prior to the submittal deadline of this RFQ. All disclosures by firm in connection with this certification will be subject to administrative review and approval before the County enters into a purchase order, contract or agreement with firm.
- 4.13. The firm represents and warrants that no proceedings have been taken or authorized by it or by any other person with respect to the bankruptcy, insolvency, liquidation, dissolution or winding up of the firm nor, to the knowledge of the firm, has anyone threaten to take any such proceedings against it.

## 5. Submission Requirements

- 5.1. Contact: All completed documents constituting your proposal, as well as any questions or clarifications concerning this RFP must be submitted to the County's representative identified on page 3 of this RFQ.
- 5.2. Timeline: The proposal package must be received on or before the submittal deadline (date and time) specified on page 3 of this RFQ. The County reserves the right, but has no obligation, to accept a qualification package submitted after the deadline and to amend the timeline. If a change to the timeline is required, the County will communicate the change to the firm(s). If a firm requests an extension of a deadline, the County may, in its sole discretion, decide to allow the extension or not. The County may, in its sole discretion, decide whether or not to communicate to the other firm(s) it granting of an extension or to offer them with the same extension.

## 6. Terms and Conditions

- 6.1. Contract—at a later date using AIA Document B101™—2017
- 6.2. Office Locations—The firm must state the office location it plans to use.
- 6.3. Terms and Conditions—at a later date using AIA Document B101™—2017 with an addendum.

## 7. Scope of Work

- 7.1. Complete design-build process for all trail improvements as outlined for the Broad River Greenway.
  - a. General contractor shall be in charge of presenting a design firm “can be an in-house design team if applicable”
  - b. GC shall be responsible for project delivery to be presented on time and within budget.
  - c. County timeline is important as funds for this project must be completed **before December 31, 2025**.
  - d. GC shall be responsible for acquiring all necessary permits through the County and or any other review firms.

## 8. Included in Qualifications:

- 8.1. List of recent applicable facility projects with:
  - a. A brief description of firm's role.
  - b. Pictures or 3-D renderings of any applicable projects.
  - c. Three to five client references and contact information.
- 8.2. Construction Project organization
  - a. Team organization chart with names and functions.
  - b. List of team members resumes and relative work experience.
  - c. Proposed project execution plan/schedule.

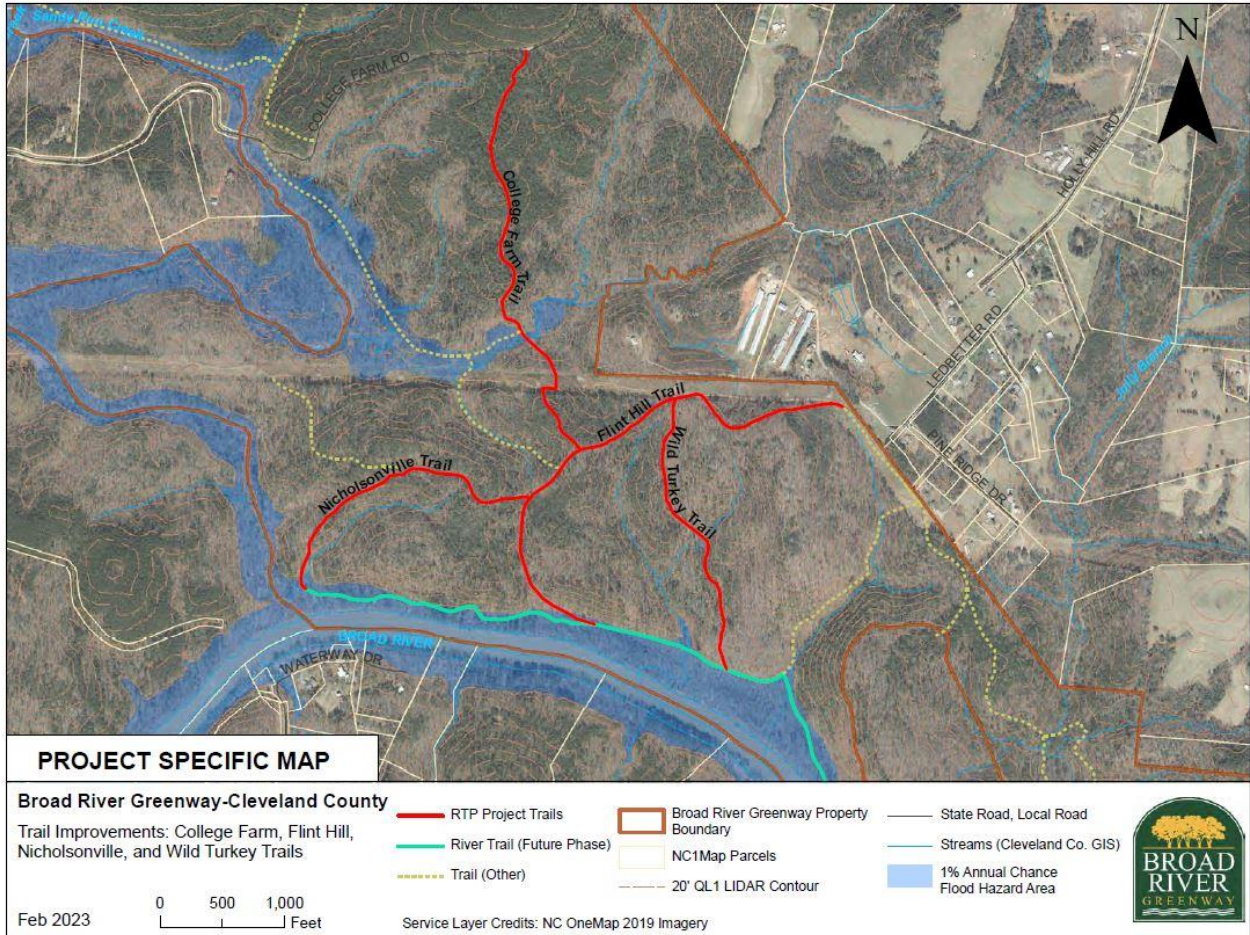


8.3. Cost of Services

- a. N/A – TBD after design development Approx firm fee may be submitted, but not factored into selection process.

APPENDIX

Project Site



# RFQ CONTACT FORM

RFQ-BRGRTP-2024 04/17 rev 0

Broad River Greenway

April 17, 2024

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To: Cleveland County Finance & Purchasing Department  
PO Box 1210  
ATTN: Tonya Brittain  
311 E. Marion Street  
Shelby, NC 28151

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## Principal Contact Information

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Address Line 1

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Address Line 2

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Email

# ATTACHMENT C

ATTACHMENT C

**Environmental Review Checklist**

*Please attach this page to your final application along with agency comments, even if comments state that no permit is required.*

Name of Project: Broad River Greenway Trail Improvement

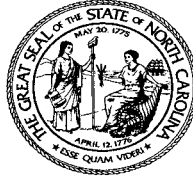
The following programs have reviewed the proposed RTP Project:

YES North Carolina State Historic Preservation Office

YES U.S. Fish and Wildlife Service

YES U.S. Army Corps of Engineers

YES North Carolina Department of Environmental Quality (Clearinghouse)



**North Carolina Department of Natural and Cultural Resources  
State Historic Preservation Office**

Ramona M. Bartos, Administrator

Governor Roy Cooper  
Secretary D. Reid Wilson

Office of Archives and History  
Deputy Secretary, Darin J. Waters, Ph.D.

February 3, 2023

Kimberly Duren  
Broad River Greenway  
P.O. Box 1015  
Boiling Springs, NC 28017

[kduren@broadrivergreenway.com](mailto:kduren@broadrivergreenway.com)

Re: Recreational Trails Program: Renovate five trails within the Broad River Greenway, 126 Broad River Drive, Shelby, Cleveland County, ER 23-0123

Dear Ms. Duren

Thank you for your email of January 3, 2023, regarding the above-referenced undertaking. We have reviewed the submittal and offer the following comments.

We have conducted a review of the project and are aware of no historic resources which would be affected by the project. Therefore, we have no comment on the project as proposed.

The above comments are made pursuant to Section 106 of the National Historic Preservation Act and the Advisory Council on Historic Preservation's Regulations for Compliance with Section 106 codified at 36 CFR Part 800.

Thank you for your cooperation and consideration. If you have questions concerning the above comment, contact Renee Gledhill-Earley, environmental review coordinator, at 919-814-6579 or [environmental.review@ncdcr.gov](mailto:environmental.review@ncdcr.gov). In all future communication concerning this project, please cite the above referenced tracking number.

Sincerely,

A handwritten signature in blue ink that reads "Renee Gledhill-Earley".

*for* Ramona Bartos, Deputy  
State Historic Preservation Officer



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
Asheville Field Office  
160 Zillicoa Street Suite B  
Asheville, North Carolina 28801

February 1, 2023

Emily Sisk  
Director of Grants  
Cleveland County Government  
[www.clevelandcountync.gov](http://www.clevelandcountync.gov)

Subject: Review Request for Broad River Greenway Trail Rehabilitation and Rerouting Project, Cleveland County (Service Log #23-132)

Dear Emily Sisk:

On January 3, 2023, we received your request for comments on the subject project. We have reviewed the information that you presented, and the following comments are provided in accordance with the provisions of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (NEPA); the Migratory Bird Treaty Act (MBTA), as amended (16 U.S.C. 703); Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d)(BGEPA); and section 7 of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 - 1543) (Act).

## **Project Description**

According to the information provided, the Cleveland County Government, on behalf of the Broad River Greenway, is applying for a Recreational Trails Program (RTP) grant for the rehabilitation and rerouting of sections of the Broad River Greenway (Greenway) in Cleveland County. The RTP is an assistance program of the Federal Highway Administration. The proposed project will involve work such as minor vegetation clearing and grading within the existing trail system corridor to accomplish rehabilitation of degraded trails and to reroute trail sections that have become severely eroded and unsustainable.

## **Federally Listed Species**

The proposed project is in an area that has potential or known occurrence records of species with federal designations. Below is a list of species which should be considered. No critical habitat is present within the project vicinity.

Common Name	Scientific Name	Federal Status <sup>1</sup>
Dwarf-flowered heartleaf	<i>Hexastylis naniflora</i>	T
Monarch butterfly	<i>Danaus plexippus</i>	CAN
Tricolored bat	<i>Perimyotis subflavus</i>	PE

<sup>1</sup>T= threatened species, PE = proposed endangered, CAN = candidate species

Dwarf-flowered heartleaf (*Hexastylis naniflora*, DFHL) occurs within the Greenway's 1,500 acres. On January 20, 2023, U.S. Fish and Wildlife Service (Service) staff met with Greenway staff to tour the project trails and discuss the proposed work, specifically in relation to DFHL concerns. Greenway staff stated that the trail areas in which work is planned do not overlap with on-site DFHL populations. Greenway staff also committed to survey a 30-foot buffer along any sections of trail to be re-routed to

ensure that no plants occur in the vicinity. Any such surveys will occur with the assistance of the Service or other species specialists during the appropriate seasonal window from March – May. Given the information and commitments, we would agree with a “may affect, not likely to adversely affect” (NLAA) determination for DFHL for this project from the lead federal agency.

On September 14, 2022, the Service published a proposal in the Federal Register to list the tricolored bat as endangered under the Act. The Service has up to 12-months from the date the proposal published to make a final determination, either to list the tricolored bat under the Act or to withdraw the proposal. The Service determined the bat faces extinction primarily due to the range-wide impacts of white-nose syndrome (WNS), a deadly fungal disease affecting cave-dwelling bats across North America. Because tricolored bat populations have been greatly reduced due to WNS, surviving bat populations are now more vulnerable to other stressors such as human disturbance and habitat loss. Species proposed for listing are not afforded protection under the Act; however, as soon as a listing becomes effective (typically 30 days after publication of the final rule in the Federal Register), the prohibitions against jeopardizing its continued existence and “take” will apply. Greenway staff committed to clearing trees during the bat inactive season between October 15 – April 1. After reviewing the proposed action and the commitment to winter tree clearing, we have determined that the project is not likely to jeopardize the continued existence of the tricolored bat. Further, should tricolored bat become listed, we would concur with a NLAA determination for the species from the lead federal agency.

Monarch butterfly is a candidate species. The Service is expected to make a listing determination for this species within the next several years. Candidate species are not legally protected under the Act and are not subject to any of its provisions, including section 7, unless they are formally proposed or listed as endangered or threatened. While lead federal agencies are not prohibited from jeopardizing the continued existence of candidate species unless the species becomes listed, the prohibition against jeopardy and taking a listed species under section 9 of the Act applies as soon as a listing becomes effective, regardless of the stage of completion of the proposed action. We include this notification to make you aware of this species’ current status and potential occurrence within the action area.

### **Migratory Birds and Eagles**

The MBTA implements four treaties that provide for the international protection of migratory birds. The MBTA prohibits taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Department of the Interior. Bald and golden eagles are afforded additional legal protection under the BGEPA.

For many industries and activities, the Service has developed activity-specific guidance found at the following website: <https://www.fws.gov/birds/management/project-assessment-tools-and-guidance.php>. These guidance documents are designed to help industry and project developers implement measures to reduce activity-specific impacts to migratory birds. These documents provide important background on the applicable laws and policies, helping clarify standards and expectations and/or offering suggested best practices to avoid or minimize negative impacts to birds.

In general, to avoid impacts to migratory birds, we recommend conducting a visual inspection of structures to be demolished or maintained and other migratory bird nesting habitat within the work area during the migratory bird nesting season of March through September. If migratory birds are discovered nesting in the work area, including an existing structure, impacts to the occupied nests should be avoided. If birds are discovered nesting on or in a structure in the years prior to a proposed construction date, the project proponent, in consultation with us, should develop measures to discourage birds from establishing nests by means that will not result in the take of the birds or eggs.



**Fish and Wildlife Resource Recommendations**

Below is an optional conservation recommendation that will help avoid and minimize impacts to fish and wildlife in the work area. Efforts made to avoid impacts are greatly appreciated.

- **Erosion and Sedimentation Control.** Construction activities near aquatic resources, streams, and wetlands have the potential to cause bank destabilization, water pollution, and water quality degradation if measures to control site runoff are not properly installed and maintained. In order to effectively reduce erosion and sedimentation impacts, best management practices specific to the extent and type of construction should be designed and installed prior to land disturbing activities and should be maintained throughout construction. Natural fiber matting (coir) should be used for erosion control as synthetic netting can trap animals and persists in the environment beyond its intended purpose. Land disturbance should be limited to what can be stabilized quickly, preferably by the end of the workday. Once construction is complete, disturbed areas should be revegetated with native riparian grass and tree species as soon as possible. For maximum benefits to water quality and bank stabilization, riparian areas should be forested; however, if the areas are maintained in grass, they should not be mowed. The Service can provide information on potential sources of plant material upon request.

A complete design manual that is consistent with the requirements of the North Carolina Sedimentation and Pollution Control Act and Administrative Rules, can be found at the following website: <https://deq.nc.gov/about/divisions/energy-mineral-land-resources>.

We appreciate the opportunity to provide these comments. Please contact Ms. Holland Youngman of our staff at [holland\\_youngman@fws.gov](mailto:holland_youngman@fws.gov) if you have any questions. In any future correspondence concerning this project, please reference our Service Log #23-132.

Sincerely,

*- - original signed - -*

Janet Mizzi  
Field Supervisor

## Emily Sisk

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**From:** Stygar, KRISTYNKA B CIV USARMY CESAW (USA) <Krystynka.B.Stygar@usace.army.mil>  
**Sent:** Wednesday, January 4, 2023 8:53 AM  
**To:** Emily Sisk  
**Subject:** Broad River Greenway Project- Review

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Ms. Sisk,

In an email letter dated Tuesday January 3, 2023, you requested comment(s) from the Corps related to the BROAD RIVER GREENWAY PROJECT. The Corps has provided the following comments below.

A. The Corps regulates waters of the United States (WoUS) pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act. WoUS are defined in 33 Code of Federal Regulations (CFR), Part 328. These waters include more than navigable WoUS and are the waters where permits are required for the discharge of dredged or fill material pursuant to section 404 of the Clean Water Act. Therefore, the Corps recommends a qualified environmental professional conduct a delineation of WoUS within the proposed project area to determine if WoUS would be affected by the proposed project.

B. Please be aware that any discharge of excavated or fill material in WoUS and/or any adjacent wetlands will require Department of the Army (DA) permit authorization. The type of DA authorization required (i.e., general or individual permit) will be determined by location, type, and extent of jurisdictional area impacted by the proposed project and by the project design and construction limits.

C. Based on the anticipated location of the current trails, it appears that minimal disturbance will happen for the project. There are several location, where the potential to have a "culvert- bridge" or other structure may require permitting from USACE. Once final plans have been submitted they can be reviewed.

No hardcopies of this response will be provided. Please let me know if you have questions.

Regards,

Krystynka B. Stygar  
Regulatory Specialist  
US Army Corps of Engineers  
Wilmington District  
Charlotte Field Office  
Office : (704) 510-1438  
Mobile : (252) 545-0507

We at the U.S. Army Corps of Engineers Regulatory Branch are committed to improving service to our customers. We would appreciate your feedback on how we are performing our duties. Our automated Customer Service Survey is located at: <https://regulatory.ops.usace.army.mil/customer-service-survey/>

Thank you for taking the time to visit this site and complete the survey.



NORTH CAROLINA  
Environmental Quality

ROY COOPER  
Governor

ELIZABETH S. BISER  
Secretary

February 3, 2023

Emily Sisk, Director of Grants  
Cleveland County Government  
PO Box 1210  
Shelby, NC 28151

RE: Environmental Review 2023 RTP-NC - Broad River Greenway  
Proposal to renovate (rehabilitate or redirect) five trails,  
approximately 4 miles, at the Broad River Greenway, DEQ#1850.  
Cleveland County

Ms., Sisk,

Applicants applying Recreational Trails Program funding are required to complete an Environmental Review which is part of their final application. NC Department of Environmental Quality has agreed to assist NC Department Cultural and Natural Resources-Division of Parks and Recreations and the State Trails Program by helping the applicants comply with applicable Local, State, and Federal regulations.

Based in the information provided, several of the programs have identified permits that may be required and offered some valuable guidance to minimize impacts to the natural resources within and around the project area. The comments are attached for your review and consideration.

The Department will continue to be available to assist you through the permitting processes.

Thank you for the opportunity to respond. We look forward to working with you on future projects.

Sincerely,

*A. Lyn Biles*

A. Lyn Biles (Hardison)  
DEACS, Permit Assistance Coordinator and Environmental Projects Officer

Attachments

Cc: [kduren@broadrivergreenway.com](mailto:kduren@broadrivergreenway.com)



North Carolina Department of Environmental Quality

217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601

919.707.8600




## ⊠ North Carolina Wildlife Resources Commission ⊠

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Cameron Ingram, Executive Director

TO: Lyn Hardison, Environmental Assistance and SEPA Coordinator  
NCDEQ, Division of Environmental Assistance & Customer Services

FROM: Dave McHenry, Western NCDOT Coordinator   
Habitat Conservation Program, NCWRC

DATE: January 23, 2023

SUBJECT: Scoping Comments on NC Recreational Trails Program Grant Application for Cleveland  
County Government, Broad River Greenway, Cleveland County  
**DEQ No. 23-1850**

The North Carolina Wildlife Resources Commission (NCWRC) received the subject application for a grant from the NC Recreational Trails Program. NCWRC biologists familiar with the region reviewed the information in the application. Comments from the NCWRC on the application are offered in accordance with applicable provisions of the state and federal Environmental Policy Acts (G.S. 113A-1 through 113-10; 1 NCAC 25 and 42 U.S.C. 4332(2)(c), respectively) and the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 U.S.C. 661-667d).

The project involves the rehabilitation of 4 miles of trails in the Broad River Greenway in Cleveland County. Some trail shifts will be needed as well to address erosion problems.

There are South Mountain Gray-cheeked Salamander (*Plethodon meridianusa*), a Species of Greatest Conservation Concern (SGCN), in the northern part of Cleveland County. They could exist in forested areas in the southern part of the county, though the forests in the project area may not be suitable for this species.

The NCWRC offers the following recommendations to consider in the project, as applicable, to help conserve wildlife habitats:

1. Leave as much rock, downed woody debris, and mature trees in place as possible and to minimize overall site disturbance and the project footprint.

2. Trail routes should avoid rock outcrops, wetlands, and seeps with undisturbed buffers.
3. Trees, particularly those having knot holes or rough or loose bark, should be cut where necessary outside of the May to July timeframe to avoid the potential for harm to young bats.
4. Matting used for stabilization should be free of nylon or plastic mesh, as it frequently entangles wildlife and is slow to degrade, resulting in a hazard that may last for years.
5. Disturbed areas along the trail should be seeded with temporary seed such as clover and oats, rye grain, or wheat and a permanent seed mix featuring native grasses and forbs. Tall fescue-based mixes should be avoided.

Thank you for the opportunity to review and provide comments on this project. Please contact me at [david.mchenry@ncwildlife.org](mailto:david.mchenry@ncwildlife.org) or (828) 476-1966 if you have any questions about these comments.

# Department of Environmental Quality Project Internal Review

**Project Number: DEQ # 1850**

**County: Cleveland**

**Date Received: 1-4-2023**

**Due Date: 1-25-2023**

**Project Description:** *Environmental Review 2023 RTP-NC - Broad River Greenway - Proposal to renovate (rehabilitate or redirect) five trails, approximately 4 miles, at the Broad River Greenway.*

This Project is being reviewed as indicated below:

Regional Office	Regional Office Area	In-House Review	
<input type="checkbox"/> Asheville	<input checked="" type="checkbox"/> Air	<input type="checkbox"/> Air Quality	<input type="checkbox"/> Coastal Management
<input type="checkbox"/> Fayetteville	<input type="checkbox"/> DWR		<input type="checkbox"/> Marine Fisheries
<input checked="" type="checkbox"/> Mooresville	<input checked="" type="checkbox"/> DWR - Public Water	<input checked="" type="checkbox"/> Waste Mgmt	<input checked="" type="checkbox"/> CC & PS Div. of Emergency Mgmt
<input type="checkbox"/> Raleigh	<input checked="" type="checkbox"/> DEMLR (LQ & SW)	<input type="checkbox"/> Water Resources Mgmt (Public Water, Planning & Water Quality Program)	<input type="checkbox"/> DMF-Shellfish Sanitation
<input type="checkbox"/> Washington	<input checked="" type="checkbox"/> DWM	<input checked="" type="checkbox"/> DWR-Transportation Unit - <u>Amy</u>	<input type="checkbox"/> Wildlife
<input type="checkbox"/> Wilmington			<input checked="" type="checkbox"/> Wildlife/DOT <u>Dave</u>
<input type="checkbox"/> Winston-Salem			

Manager Sign-Off/Region:	Date:	In-House Reviewer/Agency: <p style="text-align: center;">J.Wen / NCDPS EM</p>
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Response (check all applicable)

No objection to project as proposed.
  No Comment
  Insufficient information to complete review
  Other (specify or attach comments)

The proposed project site is in close vicinity of Special Flood Hazard Area (SFHA). If the proposed project encroaches into SFHA, a Floodplain Development Permit issued by the Cleveland County will be required. Please coordinate with the County's Floodplain Administrator for permitting if needed.

ROY COOPER  
Governor  
ELIZABETH S. BISER  
Secretary  
MICHAEL SCOTT  
Director



DATE: January 25, 2023  
TO: Michael Scott, Division Director through Sharon Brinkley  
FROM: Deb Aja, Western District Supervisor - Solid Waste Section Field Operations Branch  
RE: DEQ# 1850 Cleveland County, NC  
Broad River Greenway Trail Renovation

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The Solid Waste Section has reviewed the request for an environmental review submitted by Cleveland County for the proposed rehabilitation and/or redirection of five trails within the Broad River Greenway. The review has been completed and has found no adverse impact on the surrounding community and likewise knows of no situations in the community, which would affect this project from a solid waste perspective.

During the project, every feasible effort should be made to minimize the generation of waste, to recycle materials for which viable markets exist, and to use recycled products and materials in the development of this project where suitable. Any waste generated by this project that cannot be beneficially reused or recycled must be disposed of at a solid waste management facility approved to manage the respective waste type. The Section strongly recommends that any contractors are required to provide proof of proper disposal for all waste generated as part of the project. A list of permitted solid waste management facilities is available on the Solid Waste Section portal site at: <https://deq.nc.gov/about/divisions/waste-management/solid-waste-section/solid-waste-permitted-facility-information-and-guidance/solid-waste-facility-lists>

Please contact Kim Sue, Environmental Senior Specialist, for any questions regarding solid waste management for this project. Ms. Sue can be reached at (704) 235-2163 or by email at [kim.sue@ncdenr.gov](mailto:kim.sue@ncdenr.gov).

Ec: Jason Watkins, Field Operations Branch Head  
Kim Sue, Environmental Senior Specialist



North Carolina Department of Environmental Quality | Division of Waste Management  
Asheville Regional Office | 2090 U.S. Highway 70 | Swannanoa, North Carolina 28778  
828.296.4500

State of North Carolina Department of Environmental Quality  
 INTERGOVERNMENTAL REVIEW PROJECT COMMENTS

Reviewing Regional Office: MRO  
 Project Number: DEQ-1850 Due Date: 01/25/2023  
 County: Cleveland

After review of this project, it has been determined that the DEQ permit(s) and/or approvals indicated may need to be obtained for this project to comply with North Carolina Law. Questions regarding these permits should be addressed to the Regional Office indicated on the reverse of the form. All applications, information and guidelines relative to these plans and permits are available from the same Regional Office.

	PERMITS	SPECIAL APPLICATION PROCEDURES or REQUIREMENTS	Normal Process Time (Statutory time limit)
<input type="checkbox"/>	Permit to construct & operate wastewater treatment facilities, non-standard sewer system extensions & sewer systems that do not discharge into state surface waters.	Application 90 days before begins construction or award of construction contracts. On-site inspection may be required. Post-application technical conference usual.	30 days (90 days)
<input type="checkbox"/>	Permit to construct & operate, sewer extensions involving gravity sewers, pump stations and force mains discharging into a sewer collection system	Fast-Track Permitting program consists of the submittal of an application and an engineer's certification that the project meets all applicable State rules and Division Minimum Design Criteria.	30 days (N/A)
<input type="checkbox"/>	NPDES - permit to discharge into surface water and/or permit to operate and construct wastewater facilities discharging into state surface waters.	Application 180 days before begins activity. On-site inspection. Pre-application conference usual. Additionally, obtain permit to construct wastewater treatment facility granted after NPDES. Reply time, 30 days after receipt of plans or issue of NPDES permit-whichever is later.	90-120 days (N/A)
<input type="checkbox"/>	Water Use Permit	Pre-application technical conference usually necessary.	30 days (N/A)
<input type="checkbox"/>	Well Construction Permit	Complete application must be received, and permit issued prior to the installation of a groundwater monitoring well located on property not owned by the applicant, and for a large capacity (>100,000 gallons per day) water supply well.	7 days (15 days)
<input type="checkbox"/>	Dredge and Fill Permit	Application copy must be served on each adjacent riparian property owner. On-site inspection. Pre-application conference usual. Filling may require Easement to Fill from N.C. Department of Administration and Federal Dredge and Fill Permit.	55 days (90 days)
<input type="checkbox"/>	Permit to construct & operate Air Pollution Abatement facilities and/or Emission Sources as per 15 A NCAC (2Q.0100 thru 2Q.0300)	Application must be submitted, and permit received prior to construction and operation of the source. If a permit is required in an area without local zoning, then there are additional requirements and timelines (2Q.0113).	90 days
<input checked="" type="checkbox"/>	Any open burning associated with subject proposal must be in compliance with 15 A NCAC 2D.1900	N/A	60 days (90 days)
<input type="checkbox"/>	Demolition or renovations of structures containing asbestos material must be in compliance with 15 A NCAC 20.1110 (a) (1) which requires notification and removal prior to demolition. Contact Asbestos Control Group 919-707-5950	Please Note - The Health Hazards Control Unit (HHCU) of the N.C. Department of Health and Human Services, must be notified of plans to demolish a building, including residences for commercial or industrial expansion, even if no asbestos is present in the building.	60 days (90 days)
<input checked="" type="checkbox"/>	The Sedimentation Pollution Control Act of 1973 must be properly addressed for any land disturbing activity. An erosion & sedimentation control plan will be required if one or more acres are to be disturbed. Plan must be filed with and approved by applicable Regional Office (Land Quality Section) at least 30 days before beginning activity. A NPDES Construction Stormwater permit (NCG010000) is also usually issued should design features meet minimum requirements. A fee of \$100 for the first acre or any part of an acre. An express review option is available with additional fees.		20 days (30 days)
<input type="checkbox"/>	Sedimentation and erosion control must be addressed in accordance with NCDOT's approved program. Particular attention should be given to design and installation of appropriate perimeter sediment trapping devices as well as stable Stormwater conveyances and outlets.		(30 days)
<input type="checkbox"/>	Sedimentation and erosion control must be addressed in accordance with _____ <b>Local Government's</b> approved program. Particular attention should be given to design and installation of appropriate perimeter sediment trapping devices as well as stable Stormwater conveyances and outlets.		Based on Local Program
<input type="checkbox"/>	Compliance with 15A NCAC 04B .0125 – Buffers Zones for Trout Waters shall have an undisturbed buffer zone 25 feet wide or of sufficient width to confine visible siltation within the twenty-five percent (25%) of the buffer zone nearest the land-disturbing activity, whichever is greater.		
<input type="checkbox"/>	Compliance with 15A NCAC 2H .0126 - NPDES Stormwater Program which regulates three types of activities: Industrial, Municipal Separate Storm Sewer System & Construction activities that disturb ≥1 acre.		30-60 days (90 days)
<input type="checkbox"/>	Compliance with 15A NCAC 2H 1000 -State Stormwater Permitting Programs regulate site development and post-construction stormwater runoff control. Areas subject to these permit programs include all 20 coastal counties, and various other counties and watersheds throughout the state.		45 days (90 days)



State of North Carolina Department of Environmental Quality  
 INTERGOVERNMENTAL REVIEW PROJECT COMMENTS

Reviewing Regional Office: MRO  
 Project Number: DEQ-1850 Due Date: 01/25/2023  
 County: Cleveland

	PERMITS	SPECIAL APPLICATION PROCEDURES or REQUIREMENTS	Normal Process Time (Statutory time limit)
<input type="checkbox"/>	Mining Permit	On-site inspection usual. Surety bond filed with DEQ Bond amount varies with type mine and number of acres of affected land. Affected area greater than one acre must be permitted. The appropriate bond must be received before the permit can be issued.	30 days (60 days)
<input type="checkbox"/>	Dam Safety Permit	If permit required, application 60 days before begin construction. Applicant must hire N.C. qualified engineer to prepare plans, inspect construction, and certify construction is according to DEQ approved plans. May also require a permit under mosquito control program. And a 404 permit from Corps of Engineers. An inspection of site is necessary to verify Hazard Classification. A minimum fee of \$200.00 must accompany the application. An additional processing fee based on a percentage, or the total project cost will be required upon completion.	30 days (60 days)
<input type="checkbox"/>	Oil Refining Facilities	N/A	90-120 days (N/A)
<input type="checkbox"/>	Permit to drill exploratory oil or gas well	File surety bond of \$5,000 with DEQ running to State of NC conditional that any well opened by drill operator shall, upon abandonment, be plugged according to DEQ rules and regulations.	10 days N/A
<input type="checkbox"/>	Geophysical Exploration Permit	Application filed with DEQ at least 10 days prior to issue of permit. Application by letter. No standard application forms.	10 days N/A
<input type="checkbox"/>	State Lakes Construction Permit	Application fee based on structure size is charged. Must include descriptions & drawings of structure & proof of ownership of riparian property	15-20 days N/A
<input checked="" type="checkbox"/>	401 Water Quality Certification	Compliance with the T15A 02H .0500 Certifications are required whenever construction or operation of facilities will result in a discharge into navigable water as described in 33 CFR part 323.	60 days (130 days)
<input type="checkbox"/>	Compliance with Catawba, Goose Creek, Jordan Lake, Randleman, Tar Pamlico or Neuse Riparian Buffer Rules is required. Buffer requirements: <a href="http://deq.nc.gov/about/divisions/water-resources/water-resources-permits/wastewater-branch/401-wetlands-buffer-permits/401-riparian-buffer-protection-program">http://deq.nc.gov/about/divisions/water-resources/water-resources-permits/wastewater-branch/401-wetlands-buffer-permits/401-riparian-buffer-protection-program</a>		
<input type="checkbox"/>	Nutrient Offset: Loading requirements for nitrogen and phosphorus in the Neuse and Tar-Pamlico River basins, and in the Jordan and Falls Lake watersheds, as part of the nutrient-management strategies in these areas. DWR nutrient offset information: <a href="http://deq.nc.gov/about/divisions/water-resources/planning/nonpoint-source-management/nutrient-offset-information">http://deq.nc.gov/about/divisions/water-resources/planning/nonpoint-source-management/nutrient-offset-information</a>		
<input type="checkbox"/>	CAMA Permit for MAJOR development	\$250.00 - \$475.00 fee must accompany application	75 days (150 days)
<input type="checkbox"/>	CAMA Permit for MINOR development	\$100.00 fee must accompany application	22 days (25 days)
<input type="checkbox"/>	Abandonment of any wells, if required must be in accordance with Title 15A. Subchapter 2C.0100.		
<input type="checkbox"/>	Notification of the proper regional office is requested if "orphan" underground storage tanks (USTS) are discovered during any excavation operation.		
<input type="checkbox"/>	Plans and specifications for the construction, expansion, or alteration of a public water system must be approved by the Division of Water Resources/Public Water Supply Section prior to the award of a contract or the initiation of construction as per 15A NCAC 18C .0300 et. seq., Plans and specifications should be submitted to 1634 Mail Service Center, Raleigh, North Carolina 27699-1634. All public water supply systems must comply with state and federal drinking water monitoring requirements. For more information, contact the Public Water Supply Section, (919) 707-9100.		30 days
<input type="checkbox"/>	If existing water lines will be relocated during the construction, plans for the water line relocation must be submitted to the Division of Water Resources/Public Water Supply Section at 1634 Mail Service Center, Raleigh, North Carolina 27699-1634. For more information, contact the Public Water Supply Section, (919) 707-9100.		30 days
<input type="checkbox"/>	Plans and specifications for the construction, expansion, or alteration of the _____ water system must be approved through the _____ delegated plan approval authority. Please contact them at _____ for further information.		

State of North Carolina Department of Environmental Quality  
 INTERGOVERNMENTAL REVIEW PROJECT COMMENTS

Reviewing Regional Office: MRO  
 Project Number: DEQ-1850 Due Date: 01/25/2023  
 County: Cleveland

Other Comments (attach additional pages as necessary, being certain to comment authority)

Division	Initials	No comment	Comments	Date Review
DAQ	DFH	<input type="checkbox"/>	compliance with open burning rules if applicable. No other air quality rules will apply.	1/9/2023
DWR-WQROS (Aquifer & Surface)	&	<input type="checkbox"/>	It is recommended to schedule a site visit with 401 Water quality staff to discuss the proposal and to ensure compliance will be maintained per 401 surface Water requirements, surface water standards and buffer rules.	/ /
DWR-PWS	JHW	<input checked="" type="checkbox"/>		1/5/2023
DEMLR (LQ & SW)	ZK	<input type="checkbox"/>	Please see above.	1/4/23
DWM – UST	CL	<input type="checkbox"/>	<p>I searched the Petroleum Underground Storage Tank (UST) and Non-UST Databases and did not identify any petroleum Incidents on or adjacent to the proposed project area.</p> <p>The following comments are pertinent to my review:</p> <p>The Asheville Regional Office (ARO) UST Section recommends removal of any abandoned or out-of-use petroleum USTs or petroleum ASTs within the project area. The UST Section should be contacted regarding use of any proposed or on-site petroleum USTs or ASTs. We may be reached at (828) 296-4500.</p> <p>Any petroleum USTs or ASTs must be installed and maintained in accordance with applicable local, state, and federal regulations. For additional information on petroleum ASTs it is advisable that the North Carolina Department of Insurance at (919) 661-5880 ext. 239, USEPA (404) 562-8761, local fire department, and Local Building Inspectors be contacted.</p> <p>Any petroleum spills must be contained and the area of impact must be properly restored. Petroleum spills of significant quantity must be reported to the North Carolina Department of Environmental Quality (NCDEQ) – Division of Waste Management (DWM) UST Section in the ARO.</p> <p>Any soils excavated during demolition or construction that show evidence of petroleum contamination, such as stained soil, odors, or free product must be reported immediately to the local Fire Marshall to determine whether explosive or inhalation hazards exist. Also, notify the UST Section of the ARO. Petroleum contaminated soils must be handled in accordance with all applicable regulations.</p> <p>Any questions or concerns regarding spills from petroleum USTs, ASTs, or vehicles should be directed to the UST Section at (828) 296-4500. If you have any questions or need additional information, please contact me via email at caroline.lafond@ncdenr.gov or by phone at (828) 296-4644.</p>	1/9/2023
Other Comments		<input type="checkbox"/>		/ /

**REGIONAL OFFICES**

Questions regarding these permits should be addressed to the Regional Office marked below.

**Asheville Regional Office**  
 2090 U.S. 70 Highway  
 Swannanoa, NC 28778-8211  
 Phone: 828-296-4500  
 Fax: 828-299-7043

**Fayetteville Regional Office**  
 225 Green Street, Suite 714,  
 Fayetteville, NC 28301-5043  
 Phone: 910-433-3300  
 Fax: 910-486-0707

**Mooresville Regional Office**  
 610 East Center Avenue, Suite 301,  
 Mooresville, NC 28115  
 Phone: 704-663-1699  
 Fax: 704-663-6040

State of North Carolina Department of Environmental Quality  
INTERGOVERNMENTAL REVIEW PROJECT COMMENTS

**Raleigh Regional Office**  
3800 Barrett Drive,  
Raleigh, NC 27609  
Phone: 919-791-4200  
Fax: 919-571-4718

**Washington Regional Office**  
943 Washington Square Mall,  
Washington, NC 27889  
Phone: 252-946-6481  
Fax: 252-975-3716

**Wilmington Regional Office**  
127 Cardinal Drive Ext.,  
Wilmington, NC 28405  
Phone: 910-796-7215  
Fax: 910-350-2004

**Winston-Salem Regional Office**  
450 Hanes Mill Road, Suite 300,  
Winston-Salem, NC 27105  
Phone: 336-776-9800  
Fax: 336-776-9797



NORTH CAROLINA  
*Environmental Quality*

ROY COOPER  
*Governor*

ELIZABETH S. BISER  
*Secretary*

MICHAEL SCOTT  
*Director*

TO: Lyn Hardison, Environmental Coordinator

FROM: Caroline LaFond, Regional UST Supervisor

DATE: January 9, 2023

RE: Environmental Review – Project Number DEQ-1850 – Cleveland County - 2023 RTP-NC Broad River Greenway  
- Proposal to renovate (rehabilitate or redirect) five trails, approximately 4 miles, at the Broad River Greenway.

I searched the Petroleum Underground Storage Tank (UST) and Non-UST Databases and did not identify any petroleum incidents on or adjacent to the proposed project area.

The following comments are pertinent to my review:

The Asheville Regional Office (ARO) UST Section recommends removal of any abandoned or out-of-use petroleum USTs or petroleum ASTs within the project area. The UST Section should be contacted regarding use of any proposed or on-site petroleum USTs or ASTs. We may be reached at (828) 296-4500.

Any petroleum USTs or ASTs must be installed and maintained in accordance with applicable local, state, and federal regulations. For additional information on petroleum ASTs it is advisable that the North Carolina Department of Insurance at (919) 661-5880 ext. 239, USEPA (404) 562-8761, local fire department, and Local Building Inspectors be contacted.

Any petroleum spills must be contained and the area of impact must be properly restored. Petroleum spills of significant quantity must be reported to the North Carolina Department of Environmental Quality (NCDEQ) – Division of Waste Management (DWM) UST Section in the ARO.

Any soils excavated during demolition or construction that show evidence of petroleum contamination, such as stained soil, odors, or free product must be reported immediately to the local Fire Marshall to determine whether explosive or inhalation hazards exist. Also, notify the UST Section of the ARO. Petroleum contaminated soils must be handled in accordance with all applicable regulations.

Any questions or concerns regarding spills from petroleum USTs, ASTs, or vehicles should be directed to the UST Section at (828) 296-4500. If you have any questions or need additional information, please contact me via email at [caroline.lafond@ncdenr.gov](mailto:caroline.lafond@ncdenr.gov) or by phone at (828) 296-4644.





NORTH CAROLINA  
*Environmental Quality*

ROY COOPER

*Governor*

ELIZABETH S. BISER

*Secretary*

MICHAEL SCOTT

*Director*

Date: January 6, 2023

To: Michael Scott, Director  
Division of Waste Management

Through: Janet Macdonald  
Inactive Hazardous Sites Branch

From: Katie C Tatum  
Inactive Hazardous Sites Branch

Subject: DEQ Project # 1850 2023 NC RTP Grant/Cleveland Co Govn't, Cleveland County, North Carolina

The Superfund Section has reviewed the proximity of sites under its jurisdiction to the NC RTP Grant/Cleveland Co Govn't project. Proposed project is for the renovation (rehabilitate or redirect) of five trails, approximately 4 miles, at the Broad River Greenway.

No (0) Superfund Section sites were identified within one mile of the project as shown on the attached report.

Please contact Janet Macdonald at 919.707.8349 if you have any questions concerning the Superfund Section review portion of this SEPA/NEPA inquiry.



North Carolina Department of Environmental Quality | Division of Waste Management  
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646  
919.707.8200



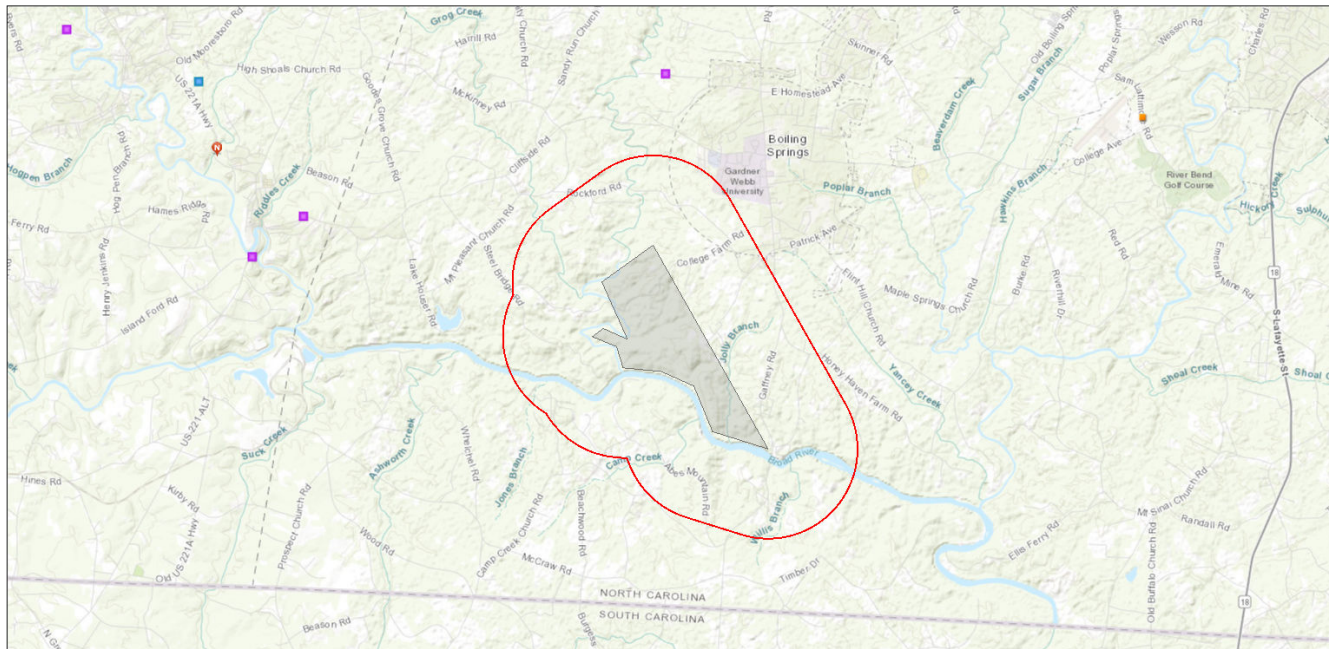
# Superfund & Brownfield Sites SEPA/NEPA Review Report

## Area of Interest (AOI) Information

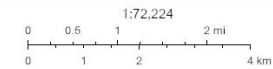
Cleveland County DEQ#1850

Area : 7,152.19 acres

Jan 6 2023 14:30:09 Eastern Standard Time



- Inactive Hazardous Sites Pre Regulatory Landfill Sites
- Activity Pending
- 📍 No Further Interest
- No Further Action



State of North Carolina DOT, Tennessee STS GIS, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, NGA, EPA, USDA

## Summary

Name	Count	Area(acres)	Length(mi)
Certified DSCA Sites	0	N/A	N/A
Federal Remediation Branch Sites	0	N/A	N/A
Inactive Hazardous Sites	0	N/A	N/A
Pre-Regulatory Landfill Sites	0	N/A	N/A
Brownfields Program Sites	0	N/A	N/A

# Department of Environmental Quality Project Internal Review

**Project Number: DEQ # 1850**

**County: Cleveland**

**Date Received: 1-4-2023**

**Due Date: 1-25-2023**

**Project Description:** *Environmental Review 2023 RTP-NC - Broad River Greenway - Proposal to renovate (rehabilitate or redirect) five trails, approximately 4 miles, at the Broad River Greenway.*

This Project is being reviewed as indicated below:

Regional Office	Regional Office Area	In-House Review	
<input type="checkbox"/> Asheville	<input checked="" type="checkbox"/> Air	<input type="checkbox"/> Air Quality	<input type="checkbox"/> Coastal Management
<input type="checkbox"/> Fayetteville	<input type="checkbox"/> DWR		<input type="checkbox"/> Marine Fisheries
<input checked="" type="checkbox"/> Mooresville	<input checked="" type="checkbox"/> DWR - Public Water	<input checked="" type="checkbox"/> Waste Mgmt	<input checked="" type="checkbox"/> CC & PS Div. of Emergency Mgmt
<input type="checkbox"/> Raleigh	<input checked="" type="checkbox"/> DEMLR (LQ & SW)	<input type="checkbox"/> Water Resources Mgmt (Public Water, Planning & Water Quality Program)	<input type="checkbox"/> DMF-Shellfish Sanitation
<input type="checkbox"/> Washington	<input checked="" type="checkbox"/> DWM	<input checked="" type="checkbox"/> DWR-Transportation Unit - <u>Amy</u>	<input type="checkbox"/> Wildlife
<input type="checkbox"/> Wilmington			<input checked="" type="checkbox"/> Wildlife/DOT <u>Dave</u>
<input type="checkbox"/> Winston-Salem			

Manager Sign-Off/Region:	Date: 1/24/23	In-House Reviewer/Agency: Melodi Deaver, Hazardous Waste Section
--------------------------	------------------	---

Response (check all applicable)

No objection to project as proposed.
  No Comment

Insufficient information to complete review
  Other (specify or attach comments)



# ATTACHMENT D



ATTACHMENT D

# BROAD RIVER GREENWAY TRAIL CONDITION SURVEY

2021 (January 2023 update)

Thomas L. Fletcher  
TGS Engineers

# Broad River Greenway Trail Condition Survey

## January 2023 UPDATE

### SCOPE

The Broad River Greenway and Town of Boiling Springs entered into an agreement with TGS Engineers to develop and perform a trail condition survey for the trails maintained by the City and Broad River Greenway (a non-profit agency).

The first trails to be surveyed were the River Trail (2.4 miles), Wild Turkey Trail (0.5 miles), Flint Hill Trail (0.8 miles), College Farm Trail (0.5 miles) and Nicholsonville Trail (0.9 miles).

### INTRODUCTION

For the individuals or agencies with the responsibility of maintaining trails, deciding which trails should get first attention can be difficult. A factor complicating the decision is the variety of types of distress – some more significant than others – as well as the amount of use.

### MAKING THE INSPECTION

An effective way of inspecting a trail is to drive slowly over the trail and take note of overall condition, then ride back through the trail making rough notes on the type and extent of distress as one goes along.

### TRAIL MANAGEMENT CONCEPTS

As hiker volumes increase, this places a burden to maintain and keep the trail accessible to all individuals who would like to enjoy it. Each trail has its own features and characteristics that make it unique but difficult to maintain.

The trails within the Broad River Greenway all need to have trees trimmed and removed along the trail as they impede travel throughout. The trails all need to have berms, waterbars and pipes installed throughout due to drainage areas where the water erodes the trail and creates challenges for hikers.

### RIVER TRAIL (2.4 MILES)

The River Trail is one of the most heavily trafficked trails in the Broad River Greenway system. This trail begins at the picnic shelter at the end of the Cottonwood Trail and follows the river to the picnic shelter at the trailhead of the Nicholsonville Trail. This trail connects the main parking area off Riverside Road with many of the trails on the west side of NC 150 (approximately 4.6 miles of hiking trails).

The River Trail is in need of pruning and tree trimming throughout in order to allow for emergency vehicle passage as well as creating a clear trail for hikers. This trail has some areas that need to be resloped for proper drainage with several pipes that need to be installed in order to alleviate

## Broad River Greenway Trail Condition Survey

erosion and potential trip hazards. The River Trail is in need of crushed stone of approximately 8' wide and 4" deep throughout the trail.

### **WILD TURKEY AND FLINT HILL TRAILS (0.5 MILES & 0.8 MILES)**

The Wild Turkey and Flint Hill Trails connect the River Trail to the powerline that runs approximately 2700' parallel with the Broad River. These trails appear to be old logging roads connecting the two areas. These trails are not utilized by hikers as frequently as the River Trail due to the lack of maintenance and distance from the Parking areas.

These trails are in need of pruning and tree removal. There is also a substantial amount of erosion along these trails which would require resloping in many areas in order to allow drainage to flow with the natural drainage patterns. The need of drainage structures along these trails are evident. The use of pipes, berms and waterbars would be necessary in order to sustain long term trail use on a case by case basis.

### **COLLEGE FARM AND NICHOLSONVILLE TRAILS (0.5 MILES & 0.9 MILES)**

The Nicholsonville Trail connects the end of the River Trail at the picnic area to Flint Hill Trail and is used for horseback riding and hiking. College Farm Trail connects Flint Hill Trail to the Horse Trailer Parking thus is used for hiking and horseback riding. These trails appear to be old logging roads and are mainly utilized by horseback riders due to their proximity to the Horse Trailer Parking area.

These trails are in need of pruning and tree removal. There is also a substantial amount of erosion which would require resloping the trail in many areas in order to allow drainage to flow with the natural drainage patterns. The need of drainage structures along these trails are evident. The use of pipes, berms and waterbars would be necessary in order to sustain long term trail use on a case by case basis.

## **CONCLUSION**

This document presents a system that takes into account both the extent of distress and its frequency of use. We recommend phasing this project as follows:

### **Phase I – River Trail**

- Trim and prune trail to maintain 8' width throughout the trail – approximate cost \$20,000
- Reslope as needed throughout and add pipes as necessary – (5) 12"-15" pipes and approximately 1 week with Bobcat – approximate cost \$25,000
- Resurface with crushed stone – 2.4 miles by 8' width by 4" depth – approximate cost \$120,000

### **Phase II – Wild Turkey and Flint Hill Trails**

- Trim and prune trails to maintain 8' width throughout – approximate cost \$20,000

## Broad River Greenway Trail Condition Survey

- Reslope as needed throughout and add pipes as necessary – (5) 12"-15" pipes and approximately 1 week with Bobcat – approximate cost \$25,000
- Stone as needed – approximate cost \$30,000

### **Phase III – College Farm and Nicholsonville Trails**

- Trim and prune trails to maintain 8' width throughout – approximate cost \$20,000
- Reslope as needed throughout and add pipes as necessary – (5) 12"-15" pipes and approximately 1 week with Bobcat – approximate cost \$25,000
- Stone as needed – approximate cost \$30,000

# ATTACHMENT E

# Attachment E - subject to Cover Sheet and Additional Terms

## ARTICLE 1

### GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

##### 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor changes in the Work issued by the Owner. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instruction to Bidders, sample forms, the Contractor's bid or portions of addenda relation to bidding requirements). \* SUBJECT TO THE ADDITIONAL TERMS

##### 1.1.2 THE CONTRACT IN COVER SHEET

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Owner and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor. The Owner shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

##### 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

##### 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

##### 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

##### 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems standards and workmanship for the Work, and performance of related services.

#### 1.1.7 THE PROJECT MANUAL

The Project Manual is the volume usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

#### 1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed by the Owner and Contractor as provided in the Agreement. If either the Owner or Contractor or both do not sign all the Contract Documents, the other party Architect shall identify such undersigned Documents upon request.

1.2.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.2.4 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

#### 1.3 OWNERSHIP AND USE OF OWNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 The Drawings, Specifications and other documents prepared by the Owner are instruments of the Owner's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Owner, and unless otherwise indicated the Owner shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. All copies of them, except the Contractor' set, shall be returned or suitably accounted for to the Owner, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Architect. The Contractor, Subcontractors, Sub-subcontractors

and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Owner appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Owner. Submittal of distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's copyright or other reserved rights.

## **1.4 CAPITALIZATION**

**1.4.1** Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Architects.

## **1.5 INTERPRETATION**

**1.5.1** In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an" but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

# **ARTICLE 2**

## **OWNER**

### **2.1 DEFINITION**

**2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

**2.1.2** The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement, and within five days after any change, information of such change in title, recorded or unrecorded.

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**2.2.1** The Owner shall, at the request of the Contractor, prior to execution of the Agreement and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. *[Note: Unless such reasonable evidence were furnished on request prior to the execution of the Agreement, the prospective contractor would not be required to execute the Agreement or to commence the Work.]*

**2.2.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

**2.2.3** Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**2.2.4** Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

**2.2.5** Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

**2.2.6** The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

### **2.3 OWNER'S RIGHT TO STOP THE WORK**

**2.3.1** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

### **2.4 OWNER'S RIGHT TO CARRY OUR OUT THE WORK**

**2.4.1** If the Contractor defaults or neglects to carry our the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, if after receipt of such notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Owner's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

# **ARTICLE 3**

## **CONTRACTOR**



### **3.1 DEFINITION**

**3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor of the Contractor's authorized representative.

### **3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**3.2.1** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Owner errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Owner. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

**3.2.2.** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner at once.

**3.2.3** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents, give other specific instructions concerning these matters.

**3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

**3.3.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspection or approvals required or performed by persons other than the Contractor.

**3.3.4** The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

### **3.4 LABOR AND MATERIALS**

**3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**3.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **3.5 WARRANTY**

**3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **3.6 TAXES**

**3.6.1** The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **3.7 PERMITS, FEES AND NOTICES**

**3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

**3.7.2** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

**3.7.3.** It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

**3.7.4** If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

### **3.8 ALLOWANCES**

**3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

**3.8.2** Unless otherwise provided in the Contract Documents:

- .1** materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work;
- .2** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .3** Contractor's costs for unloading and handling at site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be indicated in the Contract Sum and not in the allowances.
- .4** whenever costs are more than or less than allowances the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.2 and (2) changes in Contractor's costs under Clause 3.8.2.3.

### **3.9 SUPERINTENDENT**

**3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

**3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**3.10.2** The Contractor shall prepare and keep current, for the Owner's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Owner reasonable time to review submittals.

**3.10.3** The Contractor shall conform to the most recent schedules.

### **3.11 DOCUMENTS AND SAMPLES AT THE SITE**

**3.11.1** The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications,

addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Owner and shall be delivered to the Owner for submittal to the Owner upon completion of the Work.

### **3.12 SHOP DRAWINGS, PRODUCT DATA & SAMPLES**

**3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**3.12.3** Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Owner is subject to the limitations of Subparagraph 4.2.7.

**3.12.5** The Contractor shall review, approve and submit to the Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

**3.12.6** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Owner. Such Work shall be in accordance with approved submittals.

**3.12.7** By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, filed measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**3.12.8** The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.

**3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or

similar submittals, to revisions other than those requested by the Owner on previous submittals.

**3.12.10** Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents.

**3.12.11** When professional certification of performance criteria of materials; systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

### **3.13 USE OF SITE**

**3.13.1** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **3.14 CUTTING AND PATCHING**

**3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.15 CLEANING UP**

**3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

**3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

### **3.16 ACCESS TO WORK**

**3.16.1** The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **3.17 ROYALTIES AND PATENTS**

**3.17.1** The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner.

## **3.18 INDEMNIFICATION**

**3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

**3.18.2** In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**3.18.3** The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ARCHITECT**

**4.1.1** The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

**4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**4.1.3** Disputes arising under Subparagraph 4.1.2 shall be subject to arbitration.

#### **4.2 CLAIMS AND DISPUTES**

**4.2.1 Definition.** A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

**4.2.2 Time Limits on Claims.** Claims by either party must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

**4.2.3 Continuing Contract Performance.** Pending final resolution of a Claim including arbitration, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**4.2.4 Waiver of Claims: Final Payment.** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims security interest or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**4.2.5 Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner will promptly investigate such conditions and if, they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect Owner shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Owner has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the ARCHITECT for initial determination, subject to further proceedings pursuant to Paragraph 4.3.

**4.2.6 Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising

under Paragraph 10.3. If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Owner, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Owner, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein.

#### **4.2.7 Claims for Additional Time**

**4.2.7.1** If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

**4.2.7.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

**4.2.7.3 Injury or Damage to Person or Property.** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost for time related to this Claim is to be asserted, it shall be filed as provided in Subparagraphs 4.2.6 or 4.2.7

#### **4.3 RESOLUTION OF CLAIMS AND DISPUTES**

**4.3.1** The Owner will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the Owner expects to take action, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim by the other part or (5) suggest a compromise. The Owner may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

**4.3.2** If a Claim has been resolved, the Owner will prepare or obtain appropriate documentation.

**4.3.3** If a Claim has not been resolved, the party making the Claim shall, within ten days after the Owner's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Owner, (2) modify the initial Claim or (3) notify the Owner that the initial Claim stands.

**4.3.4** If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days, which decision shall be final and binding on the parties but subject to arbitration. Upon expiration of such

time period, the Architect will render to the parties the Architect's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Architect may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

#### 4.4 ARBITRATION

##### 4.4.1 Controversies and Claims Subject to Arbitration.

Any controversy or Claim arising out of or related to the Contract or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. All controversies or Claims relating to the Contract except those waived as provided for in Subparagraph 4.3.4 shall be subject to arbitration upon written demand by either party. Arbitration may be commenced when a Claim is processed after a Claim has been referred to the Architect as provided in Paragraph 4.2 and no decision has been rendered.

##### 4.4.2 Rules and Notices for Arbitration.

Disputes between the Owner and Contractor not resolved under Paragraph 4.3 shall, in respect to arbitration under Subparagraph 4.4.1, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement between the Owner and Contractor and with the American Arbitration Association, a copy shall be filed with the Architect.

##### 4.4.3 Contract Performance During Arbitration.

During arbitration proceedings the Owner and Contractor shall comply with Subparagraph 4.2.3.

##### 4.4.4 When Arbitration is Demanded.

Demand for arbitration of any Claim must be made until the earlier of (1) the date on which the Architect has rendered a final written decision on the Claim or the tenth day after the parties have presented evidence to the Architect and either or have been given reasonable opportunity to do so, if the Architect has not rendered a final written decision by that date.

##### 4.4.4.1

When a written decision of the Owner is that (1) the decision is final but subject to arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand gives the final written decision. Failure to demand arbitration within said 30 days' period shall result in the Owner's decision becoming final and binding upon the Owner and Contractor. If the Owner renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

##### 4.4.4.2

A demand for arbitration shall be made within the time limits specified in Subparagraph 4.4.4 and 4.4.4.1 and Clause 4.4.4.1 as applicable and in other cases within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the

applicable statute of limitations as determined pursuant to Paragraph 13.7.

##### 4.4.4.3 Arbitration on Consolidation or Joinder.

No arbitration shall be consolidated or joined in any other manner, the Architect, the Architect's employees or consultants, except for written consent containing specific reference to the Arbitration Agreement by the Architect, Owner, Contractor and any person or entity sought to be joined. No arbitration shall be consolidated or joinder or in any other manner other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additionally added party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving a person or entity shall not constitute consent to arbitration of a dispute not described therein or a person or entity not named for described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties of the Agreement shall be specifically enforceable under applicable law. No court shall have jurisdiction thereof.

##### 4.4.4.4 Claims and Arbitration of Claims.

A party who files a notice of demand for arbitration must assert in the demand all Claims that pertain to that party on which arbitration is permitted to be included. When a party fails to include a Claim that is not inadvertent or excusable neglect, or where a claim has been added or been acquired subsequently by the arbitrator or arbitrators may permit amendment.

##### 4.4.4.5 Arbitration on Final Award.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law. No court shall have jurisdiction thereof.

## ARTICLE 5

### SUBCONTRACTORS

#### 5.1 DEFINITIONS

**5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

#### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

**5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as

practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

**5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**5.2.4** The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such change.

### **5.3 SUBCONTRACTUAL RELATIONS**

**5.3.1** By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract

agreements which the Owner accepts by notifying the Subcontractor in writing; and

- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

**5.4.2** If the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

## **ARTICLE 6**

### **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

#### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

**6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

**6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

**6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

#### **6.2 MUTUAL RESPONSIBILITY**

**6.2.1** The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner apparent discrepancies or defects in such other construction that would render it unsuitable to such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**6.2.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible thereof.

**6.2.4** The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 3.14.

**6.2.5** Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the Provisions of Paragraph 4.3 provided the separate contractor has reciprocal obligations.

**6.2.6** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

### **6.3 OWNER'S RIGHT TO CLEAN UP**

**6.3.1** If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 CHANGES**

**7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**7.1.2** A Change Order shall be based upon agreement amount the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner alone.

**7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

**7.1.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally

contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equally adjusted.

#### **7.2 CHANGE ORDERS**

**7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- .1 a change in the Work;
- .2 the amount of the adjustment in the Contract Sum, if any; and
- .3 the extent of the adjustment in the Contract Time, if any.

**7.2.2** Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3

#### **7.3 CONSTRUCTION CHANGE DIRECTIVE**

**7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work with the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Subparagraph 7.3.6.

**7.3.4** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**7.3.5** A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**7.3.6** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change,

including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 cost of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- .2 cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 cost of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

**7.3.7** Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**7.3.8** If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, both parties shall negotiate an agreeable resolution. the adjustment or the method shall be referred to the Architect for determination.

**7.3.9** When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

## **7.4 MINOR CHANGES IN THE WORK**

**7.4.1** The Owner will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

## **ARTICLE 8**

### **TIME**

#### **8.1 DEFINITIONS**

**8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**8.1.2** The date of commencement of the Work is the date established in the Agreement. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

**8.1.3** The date of Substantial Completion is the date certified by the Owner in accordance with Paragraph 9.8.

**8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## **8.2 PROGRESS AND COMPLETION**

**8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion writing the Contract Time.

## **8.3 DELAYS AND EXTENSIONS OF TIME**

**8.3.1** If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

**8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

**8.3.3** This Paragraph 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

**9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.



## **9.2 SCHEDULE OF VALUES**

**9.2.1** Before the first Application for Payment, the Contractor shall submit a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as may be required. This schedule shall be used as a basis for reviewing the Contractor's Applications for Payment.

## **9.3 APPLICATION FOR PAYMENT**

**9.3.1** At least thirty days before the date established for each progress payment, the Contractor shall submit an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such copies of requisitions from Subcontractors and material suppliers.

**9.3.1.1** Such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

**9.3.1.2** Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

**9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

## **9.6 PROGRESS PAYMENTS**

**9.6.1** After the Contractor has submitted a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

**9.6.2** The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such

Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

**9.6.4** Neither The Owner nor Architect shall not have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

**9.6.5** Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

**9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

## **9.7 FAILURE OF PAYMENT**

**9.7.1** If the Owner does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Owner or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

## **9.8 SUBSTANTIAL COMPLETION**

**9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. The Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion. When the Work or designated portion therein is substantially complete, the Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the

Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

**9.8.3** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor, the Owner shall make payment, for such Work or portion thereof as provided in the Contract Documents.

## **9.9 PARTIAL OCCUPANCY OR USE**

**9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor. or, if no agreement is reached, by decision of the Architect.

**9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work no complying with requirements of the Contract Documents.

## **9.10 FINAL COMPLETION AND FINAL PAYMENT**

**9.10.1** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said that final Certificate is due and payable. The Owner's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be

responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The making of final payment shall constitute a waiver of claims by the Owner as provided in Subparagraph 4.3.5.

**9.10.4** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Subparagraph 4.3.5.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**10.1.1** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

**10.1.2** In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the

affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which arbitration has not been demanded, or by arbitration under Article 4.

**10.1.3** the Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

**10.1.4** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Owner, anyone directly or indirectly employed by the Owner or anyone for whose acts the Owner may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subparagraph 10.1.4.

## **10.2 SAFETY OF PERSONS AND PROPERTY**

**10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

**10.2.2** The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety or persons or property or their protection from damage, injury or loss.

**10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**10.2.5** The Contractor shall properly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

**10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**10.2.7** The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

## **10.3 EMERGENCIES**

**10.3.1** In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

## **ARTICLE 11**

### **INSURANCE AND BONDS**

#### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

**11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related

to employment of such person by the Contractor, or (2) by another person.

- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom:
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

**11.1.2** The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage's, whether written on an occurrence of claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

**11.1.3** Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

## **11.2 OWNER'S LIABILITY INSURANCE**

**11.2.1** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

## **11.3 PROPERTY INSURANCE**

**11.3.1** Unless otherwise provided, **the Owner** shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

**11.3.1.1** Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Owner's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

**11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable thereto.

**11.3.1.3** If the property insurance shall have a maximum deductible of \$500.00. Such deductibles are identified in the Contract Documents, the Contractor shall pay costs not covered because of such deductibles. If the Owner or insurer increases the required minimum deductibles above the amounts so identified or if the Owner elects to purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. If deductibles are not identified in the Contract Documents, the Owner shall pay costs not covered because of deductibles.

**11.3.1.4** Unless otherwise provided in the Contract Documents, this property insurance shall cover portions of the Work stored off site after written approval of the Owner at the value established in the approval, and also portions of the Work in transit.

**11.3.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

**11.3.3 Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

**11.3.7 Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner of Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**11.3.8** A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.5. If after such loss no other special agreement is made, replacement of

damaged property shall be covered by appropriate Change Order.

**11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection be made, arbitrators shall be chosen as provided in Paragraph 4.5. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

**11.3.11** Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

## **ARTICLE 12**

### **UNCOVERING AND CORRECTION OF WORK**

#### **12.1 UNCOVERING OF WORK**

**12.1.1** If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, be uncovered for the Owner's observation and be replaced at the Contractor's expense without change in the Contract Time.

#### **12.2 CORRECTION OF WORK**

**12.2.1** The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Owners services and expenses made necessary thereby.

**12.2.2** If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.91, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

**12.2.3** The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of

the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**12.2.4** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.4. If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Owner's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**12.2.5** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

**12.2.6** Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **12.3 ACCEPTANCE OF NONCONFORMING WORK**

**12.3.1** If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13**

### **MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

**13.1.1** The Contract shall be governed by the law of the place where the Project is located.

#### **13.2 SUCCESSORS AND ASSIGNS**

**13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other

party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

#### **13.3 WRITTEN NOTICE**

**13.3.1** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

#### **13.4 RIGHTS AND REMEDIES**

**13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

#### **13.5 TESTS AND INSPECTIONS**

**13.5.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so the Owner may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

**13.5.2.** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Owner will, upon written authorization from as the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner of when and where tests and inspections are to be made so the Owner may observe such procedures.

The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

**13.5.3** If such procedures for testing, inspections or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Owner's services and expenses.

**13.5.4** Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner.

**13.5.5** If the Owner is to observe tests, inspections or approvals required by the Contract Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

**13.5.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **13.6 INTEREST**

**13.6.1** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### **13.7 COMMENCEMENT OF STATUTORY LIMITED PERIOD**

**13.7.1** As between the Owner and Contractor.

- 1. Before Substantial Completion.** As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- 2. Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment, and
- 3. After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2. or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

## **ARTICLE 14**

### **14.1 TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault

of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

- .1** issuance of an order of a court or other public authority having jurisdiction.
- .2** an act of government, such as a declaration of national emergency, making material unavailable;
- .3** because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;
- .4** if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; or
- .5** the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Subparagraph 2.2.1.

**14.1.2** If one of the above reasons exists, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

**14.1.3** If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with the respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

**14.2.1** The Owner may terminate the Contract if the Contractor:

- .1** persistently or repeatedly refused or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors.
- .3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

**14.2.2** When any of the above reasons exist, the Owner upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice,

terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient.

**14.2.3** When the Owner terminates the Contract for one of the reasons stated in subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**14.2.4** If the unpaid balance if the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor of Owner, as the cause may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

**14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**14.3.2** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance, caused by suspension, delay of interruption. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

**14.3.3** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**ARTICLE 15, ADDITIONAL INSURANCE REQUIREMENTS AND SAFETY**

**15.1 INSURANCE**

Contractor shall effect and maintain insurance in the amounts and types hereinafter set forth during the progress of the Work with insurance companies approved by Owner and shall submit certificates to Owner, evidencing such. Contractor shall require its Subcontractors to effect and maintain such insurance and shall obtain certificates evidencing such insurance prior to the commencement of any portion of the Work by said Subcontractors. Contractor shall not be relieved of any liability that falls within applicable deductibles, it being specifically understood that Contractor shall be solely responsible to pay all claims wholly or partly falling within any deductible and shall hold harmless and indemnify Owner therefrom. Such insurance shall be:

(i) Workers' Compensation Insurance, and such other Social Insurance as may be required, covering all employees engaged directly or indirectly in the Work, in accordance with statutory requirements of the state wherein the Work is being

performed and the state of the principal address or place of business of the Contractor.

(ii) Employer's Liability Insurance, with a \$500,000 per-occurrence limit.

(iii) Comprehensive General Liability Insurance, including premises operations, products liability, completed operations, blanket contractual, broad form property damage, personal injury, Contractor's protective, explosion, collapse and damage to underground property (XCU hazards) in the following amounts:

Bodily Injury and ) \$5,000,000 each occurrence  
Property Damage ) \$5,000,000 annual aggregate

subject to a deductible no greater than \$100,000;

(iv) Automobile Liability Insurance covering all owned, non-owned and hired vehicles in the following amounts:

Bodily Injury and ) \$1,000,000 each occurrence  
Property Damage )

subject to a deductible no greater than \$100,000; and

(v) "All Risks" Builders Risk insurance protecting the respective interests of Owner, Contractor and Contractor's Subcontractors covering physical loss or damage to the Work during the course of construction and any materials, equipment or supplies furnished for the Work while at the Project site. This insurance shall provide limits to the full replacement value of the Work up to a maximum of \$2,500,000. If the "All Risks" Builders Risk insurance is subject to a deductible, which deductible shall be no greater than \$100,000, any covered losses or damages within the deductible of this policy shall be the sole responsibility of the Contractor and/or its Subcontractors.

The certificates of insurance evidencing the insurance coverages specified in (ii), (iii), (iv) and (v) hereinabove shall stipulate (1) that Owner shall be named an additional insured under such insurances (whether or not required by the other provisions of the Agreement), (2) that Owner shall receive thirty (30) days' prior written notice of any change or cancellation in the aforementioned coverages, and (3) the Purchase Order number for the Work. It is understood that Owner does not in any way represent that the types or the limits of insurance required hereby are sufficient or adequate to protect Contractor's interests or liabilities. Contractor agrees to, and hereby does, waive subrogation against Owner under all such insurance and all policies of insurance which Contractor must furnish in accordance with Section 7(a). All policies of insurance furnished in accordance with Section 7(a) shall contain an endorsement whereby the carrier waives any and all rights of subrogation against Owner.

Contractor shall not violate or knowingly permit to be violated any conditions of the policies of insurance required to be carried under the terms of this Section 7(a), and shall at all times satisfy the requirements of the insurance companies issuing them.

As used within this Section 7(a), the word "occurrence" shall mean one loss, disaster or casualty or a series of losses, disasters or casualties arising out of one event.

**15.2 SAFETY**

Contractor shall, at all times, perform the Work, and cause any Subcontractor and any other party performing any part of the Work, to perform the Work in accordance with the Federal



Occupational Safety and Health Act and the Construction Safety Act, as the same may be amended or supplemented, as well as all other Federal, state and local health and safety laws, codes and standards. Without limiting the foregoing requirements, it is understood that, in the performance of the Work, Contractor shall take, or cause to be taken, at its expense, all necessary precautions for the safety of personnel engaged in the performance of the Work to prevent accidents or injuries to persons on, about or adjacent to the Project site.

Prior to the commencement of the Work, Contractor shall develop and place into effect (keeping the same in effect throughout performance of the Work), a health and safety program ("Program") satisfactory to Owner for all employees of Contractor, any Subcontractor or any other party performing any part of the Work. As conditions warrant, or as otherwise directed by Owner, Contractor shall review and revise said program periodically. If Owner observes any Program violations, it shall report the same to Contractor's Representative, who shall promptly take corrective action. Should Owner believe the same is warranted as part of the Program, Owner may require compliance with, and Contractor shall comply with, any and all additional health and safety requirements or procedures Owner may issue from time to time. Compliance with the Program, the correction of violations thereof and access to medical care for injuries and/or illness sustained by any party engaged in the Work shall be at the sole cost and responsibility of the Contractor and Contractor hereby waives any right to subrogation or contribution from Owner therefor. Contractor shall keep an accurate record of all causes of death, occupational disease or injury requiring medical attention or causing loss of time from work arising out of the Work and shall make the records available to Owner upon request. Any deaths, injuries or illnesses sustained by any party engaged in the performance of the Work, which occur during the work shift or which are the result of such party being engaged in the performance of the Work, shall be reported to the Owner by Contractor or by Contractor's Representative, in writing, no later than the end of the work shift during which such death, injury and/or illness occurred or became known

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Offer of School Properties**

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**Department:** Cleveland County Schools

**Agenda Title:** Offer of School Properties

**Agenda Summary:**

**Proposed Action:**

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**ATTACHMENTS:**

	<b>File Name</b>	<b>Description</b>
<input type="checkbox"/>	Cleveland_County_Schools_Surplus_Property_-_Marion__Lawndale_and_Graham_091724.docx	Recommendation
<input type="checkbox"/>	Request_from_CCS_for_surplus_properties.pdf	Request from CCS



# Cleveland County

NORTH CAROLINA

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## STAFF REPORT

Date: September 11<sup>th</sup>, 2024  
To: County Commissioners  
From: David Cotton, County Manager  
Subject: Surplus Properties- Cleveland County Schools

### Summary Statement:

Cleveland County Board of Education Policy and General Statute 115C requires the Board of Education to offer the Board of County Commissioners the first opportunity to obtain surplus property. Cleveland County has declared Parcels 19754, 51564, 20384, 36904 and 36930 as surplus property.

### Review:

Parcel 19754 is 6.82 acres located at 410 Forest Hill Drive in Shelby and is the site of the former Marion Elementary School.

Parcel 51564 is 8.25 acres located at 100 Blanton Street in Shelby and is the site of the former Graham Elementary School.

Parcel 20384 is 12.57 acres located at W. Dixon Boulevard and Warren Street and was also used for the former Graham Elementary School

Parcel 36904 is 0.29 acres of land located on Douglas Street in Lawndale and is not currently being used by Cleveland County Schools

Parcel 36930 is 0.82 acres of land also on Douglas Street in Lawndale. This property is not currently being used by Cleveland County Schools.

Cleveland County has evaluated each of these properties based on potential use, tax information, land and building value.

### Recommendation: County staff recommends the following:

No interest in Parcel 19754, Parcel 36904 and Parcel 36930

Interested in retaining Parcel 51564 and Parcel 20384

Should either of these properties be sold for anything other than a public purpose, the County will place all net proceeds in the School Capital Reserve Fund.

Cleveland County Commissioners authorize the Chairman and County Manager to execute all transfer documents on behalf of the Board.

November 6, 2023

Mr. David Cotton  
County Manager  
311 Marion Street  
Shelby, NC 28150

Dear Mr. Cotton,

Cleveland County Schools desires to create an exceptional educational experience for our students and works to prepare students to be successful in their post-secondary careers. In these efforts, we attempt to work with community partners to create positive opportunities to ensure that Cleveland County is a great place to live, work, learn and play.

I am writing to follow up in reference to several pieces of property currently owned by Cleveland County Schools that we have declared surplus and are interested in selling. These properties have been previously discussed by school and county administration.

Property 1 – Graham Elementary School

Graham Elementary School is approximately 46,459 sq feet and includes 20.75 acres of land. The address is 1100 Blanton Street and is located in Shelby, NC. This property is not currently being used by Cleveland County Schools and was approved as surplus at the Board of Education's April 17, 2023 meeting.

Property 2 – Marion Elementary School

Marion Elementary School is approximately 69,332 sq feet and includes 6.83 acres of land. The address is 206 Carolina Avenue and is located in Shelby, NC. This property is not currently being used by Cleveland County Schools and was approved as surplus at the Board of Education's April 17, 2023 meeting.

Property 3 – House at East Elementary School

The 0.42 acres of property includes a house and is located at 701 Cleveland Avenue. The parcel number is 8255. This property, adjacent to East Elementary School, is not currently being used by Cleveland County Schools and was unanimously approved as surplus at the Board of Education's July 24, 2023 meeting.

Cleveland County Board of Education Policy and General Statute 115C requires the Board to "offer the Board of County Commissioners the first opportunity to obtain the property." Please use this letter as official documentation of the offer of the property to the Board of Commissioners. If the Board of Commissioners has no interest in the property, the Cleveland County Board of Education plans to consider disposing of the property as provided by its policy and state law.

CLEVELAND COUNTY SCHOOLS  
**MARION ELEMENTARY SCHOOL**  
FACILITY ASSESSMENT / EXECUTIVE SUMMARY

OVERALL SCORE

**2**



- 5** EXCELLENT
- 4** GOOD
- 3** FAIR
- 2** POOR
- 1** CRITICAL

**6.83 ACRES**

**SITE AERIAL**



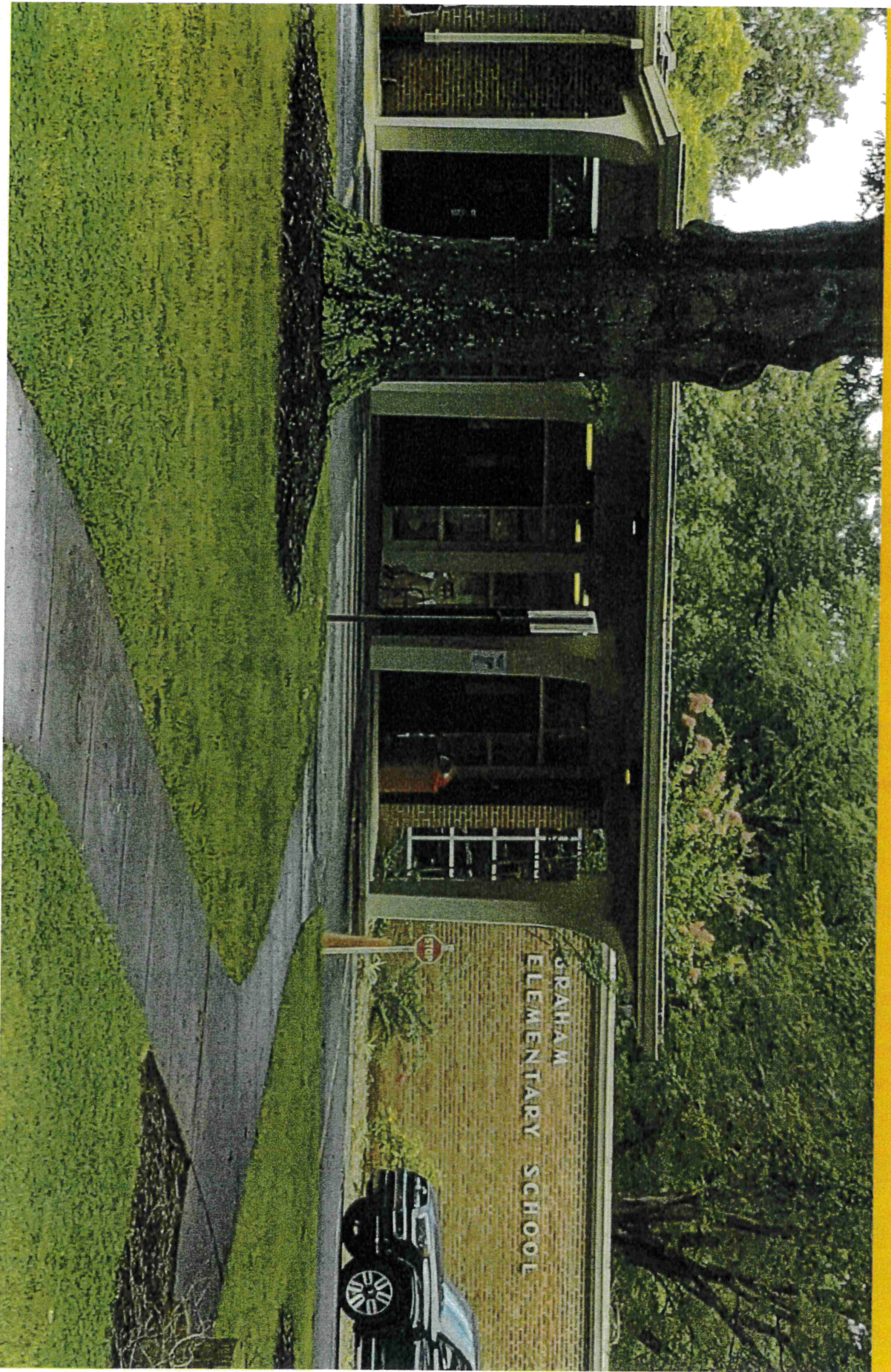
**NORTH**



CLEVELAND COUNTY SCHOOLS  
**GRAHAM ELEMENTARY SCHOOL**  
FACILITY ASSESSMENT / EXECUTIVE SUMMARY

OVERALL SCORE

2



OVERALL SCORE KEY:

5

EXCELLENT

4

GOOD

3

FAIR

2

POOR

1

CRITICAL

33.39 ACRES

**GRAHAM ELEMENTARY SCHOOL**  
FACILITY ASSESSMENT / EXECUTIVE SUMMARY

**SITE AERIAL**



GRAHAM  
ELEMENTARY  
SCHOOL

NORTH







www.clevelandcountyschools.org  
(704) 476-8000

September 3, 2024

Mr. David Cotton  
County Manager  
311 Marion Street  
Shelby, NC 28150

Dear Mr. Cotton,

Cleveland County Schools desires to create an exceptional educational experience for our students and works to prepare students to be successful in their post-secondary careers. In these efforts, we attempt to work with community partners to create positive opportunities to ensure that Cleveland County is a great place to live, work, learn and play.

I am writing to follow up in reference to two pieces of property currently owned by Cleveland County Schools that we have declared surplus and are interested in selling. These properties were most likely possessed by the Cleveland County Board of Education prior to merger. At or near the properties, an old school was located. The old school is now Lawndale Baptist Church

Property 1 – Parcel # 36904

Property # 1 is approximately 0.29 acres of land and is located on Douglas Street in Lawndale, NC. This property is not currently being used by Cleveland County Schools and was approved as surplus at the Board of Education's August 12, 2024 meeting.

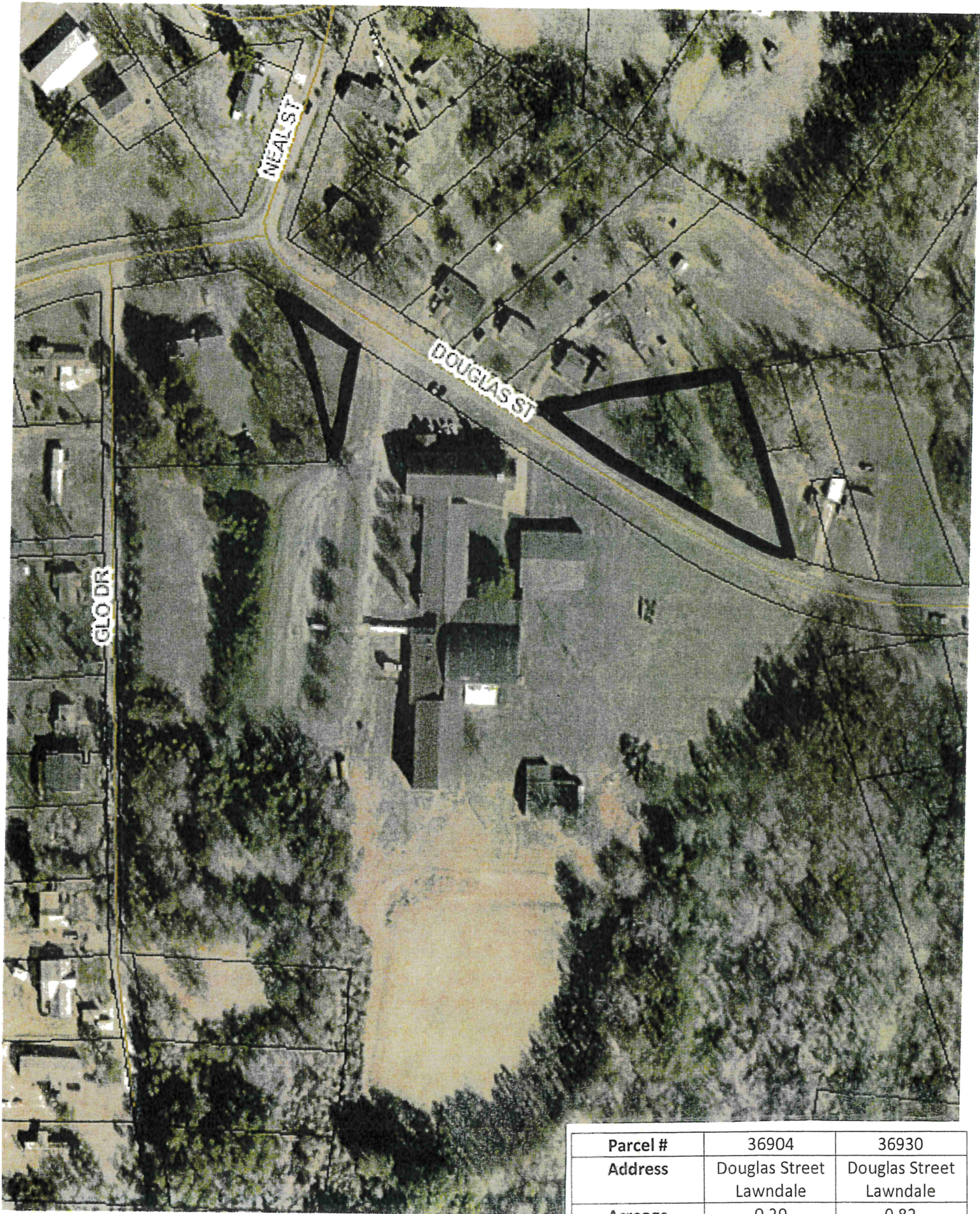
Property 2 – Parcel # 36930

Property # 2 is approximately 0.82 acres of land and is also located on Douglas Street in Lawndale, NC. This property is not currently being used by Cleveland County Schools and was approved as surplus at the Board of Education's August 12, 2024 meeting.

Cleveland County Board of Education Policy and General Statute 115C requires the Board of Education to "offer the Board of County Commissioners the first opportunity to obtain the property." Please use this letter as official documentation of the offer of the property to the Board of Commissioners. If the Board of Commissioners has interest in obtaining the property, please notify the Board of Education. If interest in the property is not indicated, the Cleveland County Board of Education plans to consider disposing of the property in other ways as provided by its policy and state law.

Cleveland County Schools was made aware of the properties in conversations with Lawndale Baptist Church. The church inquired about parcel # 36904 due to the proximity of the parcel and the church's drive.

**Central Services**  
400 W. Marion Street  
Shelby, North Carolina 28150  
Fax (704) 476-8300



Parcel #	36904	36930
Address	Douglas Street Lawndale	Douglas Street Lawndale
Acreage	0.29	0.82

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Uptown Shelby Association Update**

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**Department:**

**Agenda Title:** Uptown Shelby Association Update

**Agenda Summary:** Carly Bostic, Executive Director

**Proposed Action:**

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**ATTACHMENTS:**

File Name

Description

No Attachments Available

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Cleveland County Fairgrounds Improvement Update**

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**Department:**

**Agenda Title:** Cleveland County Fairgrounds Improvement Update

**Agenda Summary:** Jason Falls, Business Development Director

**Proposed Action:**

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**ATTACHMENTS:**

File Name

Description

No Attachments Available

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Board Of Elections Construction GMP**

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**Department:**

**Agenda Title:** Board Of Elections Construction GMP

**Agenda Summary:** Blake Myers, Facilities Project Manager

**Proposed Action:**

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**ATTACHMENTS:**

File Name

Description

No Attachments Available

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

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**Planning Department: Case 24-10: Request to Re-Zone a Portion of Parcel 48083 from Residential (R) to Neighborhood Business - Conditional Use (NB-CU) for a Telecommunications Tower**

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**Department:**

**Agenda Title:** Planning Department: Case 24-10: Request to Re-Zone a Portion of Parcel 48083 from Residential (R) to Neighborhood Business - Conditional Use (NB-CU) for a Telecommunications Tower

**Agenda Summary:** Chris Martin, Planning Director

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> 24-10_3_Staff_Report_PH_Commissioners.pdf	Staff Report
<input type="checkbox"/> 24-10_Site_Plans_Full_set_Big_Echo_ZD_Rev_2_06-21-2024.pdf	Site Plan
<input type="checkbox"/> 24-10_Map-Aerial_Map.pdf	Aerial Map
<input type="checkbox"/> 24-10_Map-Zoning_Map.pdf	Zoning Map
<input type="checkbox"/> 24-10_Map_Land_Use_Map.pdf	Land Use Plan Map
<input type="checkbox"/> 24-10_Petition.pdf	Petition

## STAFF REPORT

To: Board of Commissioners  
Date: September 17, 2024  
From: Chris Martin, Planning Director  
Subject: Rezoning Case 24-10

**Summary Statement:** Network Towers II is requesting to rezone a portion of parcel 48083, containing 0.13 acres, from Residential to Neighborhood Business-Conditional Use for a telecommunications tower. A site plan has been submitted displaying the proposed use of the property.

**Review:** This property, a 0.13-acre portion (75'x75') of Parcel 66377, lies along Westside Lane off Belaire Rd. just west of Mooresboro and is currently zoned Residential.

The surrounding zoning districts are mostly Residential, with one Neighborhood Business-Conditional Use Cell Tower zoned site approximately .25 miles to the northwest across West Dixon Blvd. Surrounding uses are mostly rural agricultural, with single-family dwellings on large tracts of land, and some forestry. The Land Use Plan designates this area as Secondary Growth.

**Consistency Statement**

*NCGS 160D-605 requires that local government boards adopt a consistency statement showing that the decision it makes fits in with the land use plan or if not, is reasonable and has a public interest.*

**The Planning Board** *voted unanimously to recommend approval of the zoning map amendment. The Board noted that there is a need for improving broadband and cell service, and it is a good fit with the area since it is next to a highway.*

**Requested Board Action:** Approve or deny the requested zoning map amendment.



**NT SITE NAME: BIG ECHO**  
**NT SITE ID: NC-T23.13**

216 WESTSIDE LN  
 MOORESBORO, NC 28114  
 CLEVELAND COUNTY



Know what's below.  
 Call before you dig.

**SITE INFORMATION**

SITE ADDRESS: (911 ADDRESS TBD)  
 216 WESTSIDE LN  
 MOORESBORO, NC 28114

LATITUDE (NAD 83): 35° 17' 47.5109" N  
 LONGITUDE (NAD 83): 81° 43' 16.6874" W

GROUND ELEVATION: 956.7' AMSL

JURISDICTION: CLEVELAND COUNTY

ZONING: R

PARCEL NO: 48083

PARCEL AREA: 7.02 ACRES ±

PROPOSED COMPOUND AREA: 3,600 SQ.FT. ± (0.08 ACRES)

PROPOSED DISTURBED AREA: 12,000 SQ.FT. ± (0.28 ACRES)

PROPOSED IMPERVIOUS AREA: 6,600 SQ.FT. ± (0.15 ACRES)

PARKING: 1

PARCEL OWNER: DAWN BRITT & JOEY BRITT  
 3400 BELAIRE RD  
 MOORESBORO, NC 28114

TOWER OWNER: NETWORK TOWERS, LLC.  
 120 EASTSHORE DRIVE, SUITE 300  
 GLEN ALLEN, VA 23059

STRUCTURE TYPE: SELF-SUPPORT

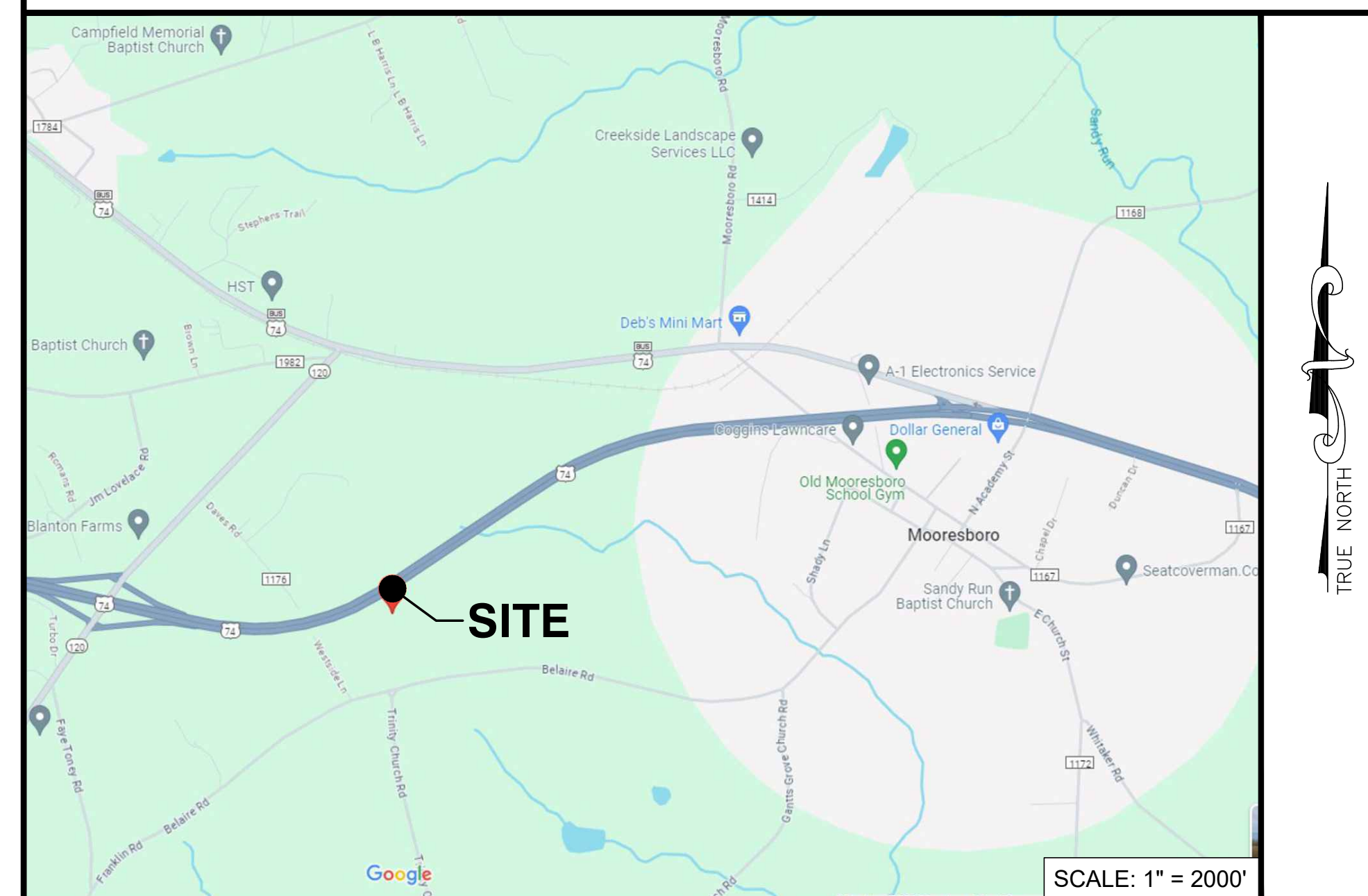
STRUCTURE HEIGHT: 255'-0" (AGL) (TOP OF TOWER)  
 259'-0" (AGL) (HIGHEST POINT)

CLASSIFICATION GROUP: U

CONSTRUCTION TYPE: 2B

POWER SUPPLIER: DUKE ENERGY CAROLINAS  
 CONTACT: TBD  
 PHONE: TBD  
 EMAIL: TBD  
 WORK ORDER # TBD

**VICINITY MAP**



**DIRECTIONS**

FROM RALEIGH, NORTH CAROLINA: MERGE ONTO I-40 E / US-64 E, TAKE THE RAMP ON THE RIGHT FOR I-40 EAST AND HEAD TOWARD BENSON / WILMINGTON, AT EXIT 309, HEAD RIGHT ON THE RAMP FOR US-70 EAST TOWARD GOLDSBORO / SMITHFIELD, AT EXIT 333, HEAD ON THE RAMP RIGHT AND FOLLOW SIGNS FOR NC-1003, BEAR RIGHT ONTO BUFFALO RD, TURN RIGHT ONTO OLD BEULAH RD, TURN LEFT ONTO RHONDALE RD, ROAD NAME CHANGES TO SHOEHEEL RD, ARRIVE AT SHOEHEEL RD ON THE LEFT, THE LAST INTERSECTION BEFORE YOUR DESTINATION IS BLUEGRASS RD, IF YOU REACH OLD BEULAH RD, YOU'VE GONE TOO FAR.

**DRAWING INDEX**

T-1	TITLE SHEET
EE-1	EASEMENT EXHIBIT
Z-1	OVERALL SITE PLAN
Z-2	SITE PLAN
Z-3	AERIAL PLAN
C-1	COMPOUND PLAN
C-2	TOWER ELEVATION
S-1	FENCE DETAILS
S-2	SIGNAGE DETAILS

**DO NOT SCALE DRAWINGS**

THESE DRAWINGS ARE FORMATTED TO BE FULL-SIZE AT 24"x36". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

**PROJECT NARRATIVE**

NETWORK TOWERS, LLC PLANS TO BUILD A NEW WIRELESS TELECOMMUNICATIONS FACILITY WHICH WILL INCLUDE A NEW 255' SELF-SUPPORT TOWER AND A 65'x65' FENCED COMPOUND AS DEFINED ON THIS PLAN SET. THE TOWER WILL BE DESIGNED WITH AVAILABLE SPACE ON THE TOWER AND GROUND FOR (4) TENANTS /COLLOCATORS. THE PROPOSED TOWER AND FENCED COMPOUND WILL NOT BE LOCATED INSIDE EXISTING WETLANDS OR RIPARIAN BUFFERS.

**PROJECT TEAM**

APPLICANT: NETWORK TOWERS, LLC.  
 6095 MARSHALEE DRIVE, SUITE 300  
 ELKRIDGE, MD 21075  
 (410) 712-7092

PROJECT MANAGEMENT FIRM: NETWORK BUILDING + CONSULTING, LLC.  
 120 EASTSHORE DRIVE, SUITE 300  
 GLEN ALLEN, VA 23059  
 (804) 548-4079

ENGINEERING FIRM: TTK ENGINEERING, P.C.  
 8601 SIX FORKS ROAD, SUITE 540  
 RALEIGH, NC 27615  
 919.657.9131

**CODE COMPLIANCE**

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2018 NORTH CAROLINA BUILDING CODE
- 2020 NORTH CAROLINA STATE ELECTRICAL CODE
- 2009 NFPA 101, LIFE SAFETY CODE
- 2018 NORTH CAROLINA FIRE PREVENTION CODE
- AMERICAN CONCRETE INSTITUTE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- MANUAL OF STEEL CONSTRUCTION 13TH EDITION
- ANSI/TIA-222-G
- TIA 607
- INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEER 81
- IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST ED.
- TELECORDIA GR-1275
- ANSI/T 311

APPLICANT



ENGINEER



SITE INFORMATION

NT SITE NAME: BIG ECHO  
 NT SITE ID: NC-T23.13

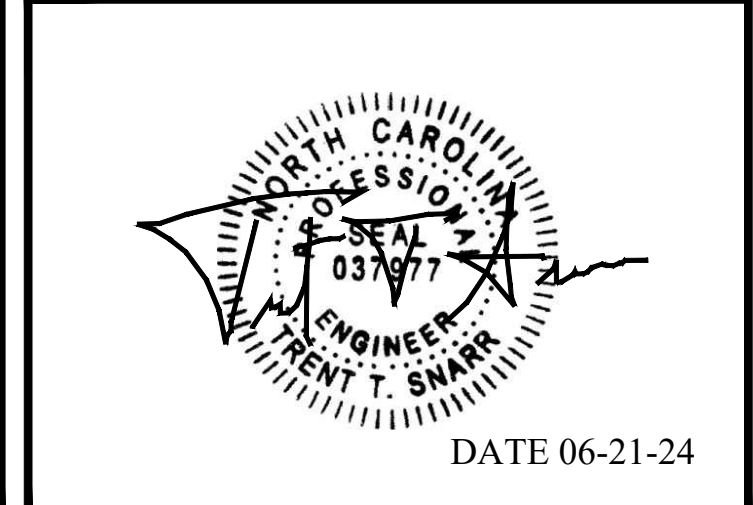
NB+C PROJ. # 100793  
 (911 ADDRESS TBD)  
 216 WESTSIDE LN  
 MOORESBORO, NC 28114  
 CLEVELAND COUNTY

DESIGN RECORD

**REVISIONS**

REV	DATE	DESCRIPTION	BY
2	06/21/2024	REVISED ZONING DRAWINGS	OP
1	06/03/2024	REVISED ZONING DRAWINGS	OP
0	05/21/2024	ZONING DRAWINGS	OP

PROFESSIONAL STAMP



ENGINEER

TRENT T. SNARR, P.E.  
 NC PROFESSIONAL ENGINEER LIC. #037977

SHEET TITLE

**TITLE SHEET**

SHEET NUMBER

**T-1**



**EXHIBIT NOTES**

- TOPOGRAPHIC SURVEY PERFORMED BY TIM FALLON LAND SURVEYING, PLLC 15139 CARROLLTON, VIRGINIA, 23314. 757-837-2919. SURVEY DATE: MARCH 19, 2024.
- COORDINATES AND ELEVATIONS SHOWN WERE ESTABLISHED USING KINEMATIC GPS OBSERVATIONS, PROVIDED THROUGH THE NORTH CAROLINA GEODETIC SURVEY CONTROL NETWORK. VERTICAL DATUM - NAVD 88 HORIZONTAL REFERENCE FRAME - NAD 83(2011) DISTANCES SHOWN ARE ON THE U.S. SURVEY FOOT(GROUND)
- NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY TIM FALLON LAND SURVEYING, PLLC THIS EXHIBIT DOES NOT GUARANTEE THE "EXISTENCE OR NONEXISTENCE" OF UNDERGROUND UTILITIES. PRIOR TO ANY CONSTRUCTION OR EXCAVATION, CONTACT MISS UTILITY AT 1-800-552-7001 TO CONFIRM THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES.
- THIS EXHIBIT WAS DONE WITH THE BENEFIT OF A TITLE REPORT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 5000003968, DATED FEBRUARY 8, 2024.
- PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY. THE RIGHT-OF-WAY, PROPERTY LINE AND/OR EASEMENTS SHOWN HEREON REPRESENT A COMPILATION OF RECORDED DEEDS, PLATS, G.I.S. RECORDS AND TAX MAPS.
- THE AREA OF THE PROPOSED CELL TOWER APPEARS TO LIE WITHIN FLOOD ZONE X, ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY - NATIONAL FLOOD INSURANCE COMMUNITY NUMBER 371015-8700-J, DATED FEBRUARY 20, 2008.
- THE EXISTENCE OF HAZARDOUS WASTE, VEGETATED WETLANDS, OR TIDAL WETLANDS, WAS NEITHER INVESTIGATED, NOR CONFIRMED DURING THE PERFORMANCE OF THIS EXHIBIT.

**LEGAL DESCRIPTION PROPOSED 75' x 75' LEASE AREA**

A PROPOSED 75' x 75' LEASE AREA ON THAT PARCEL, AS DESCRIBED IN DEED BOOK 1828 AT PAGE 2531, OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLEVELAND COUNTY, NORTH CAROLINA; LYING ALONG THE WESTERLY RIGHT OF WAY OF STATE ROUTE 2509, LOCALLY KNOWN AS WESTSIDE LANE AND THE SOUTHERLY RIGHT OF WAY OF US HIGHWAY 74; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT OF WAY MONUMENT FOUND ALONG SAID US HIGHWAY 74, AT STATION 520+00, RIGHT OFFSET OF 132' FROM THE CENTERLINE SHOWN ON THE NCDOT PROJECT# 8.1883405, HAVING A COORDINATE VALUE OF N: 573,949.72 BY E: 1,187,873.43 AS RELATED TO THE NORTH CAROLINA GRID(NAD 83, 2011), SAID POINT BEING S 58°04'38" W A DISTANCE OF 1006.00' FROM ANOTHER RIGHT OF WAY MONUMENT FOUND AT STATION 530+00 WITH A RIGHT OFFSET OF 132'; THENCE ALONG A TIE LINE N 85°57'00" E A DISTANCE OF 198.55' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;

THENCE N 30°00'00" E A DISTANCE OF 75.00' TO A POINT;  
 THENCE S 60°00'00" E A DISTANCE OF 75.00' TO A POINT;  
 THENCE S 30°00'00" W A DISTANCE OF 75.00' TO A POINT;  
 THENCE N 60°00'00" W A DISTANCE OF 75.00' TO A POINT BEING THE TRUE POINT A PLACE OF BEGINNING HAVING AN AREA OF 5,625 SQUARE FEET OR 0.129 ACRES.

W. DIXON BOULEVARD  
 US HIGHWAY 74(NCDOT PROJ. 8.1883405)

PROPOSED 255' SELF SUPPORT TOWER WITH A 4" LIGHTING ROD TO BE INSTALLED  
 LAT: 35°17'47.5109"  
 LONG: 81°43'16.6874"  
 ELEV. 956.7

P.O.B. LEASE & ACCESS  
 R/W MON(F)@ STA 520+00  
 R O/S 132'  
 N: 573,949.72  
 E: 1,187,873.43

PROPOSED 75' x 75' LEASE AREA

N/F  
 DILLION C. HART & KERA F. HART  
 D.B. 1828, PG. 2531  
 PIN#1587737784

PROPOSED 25' ACCESS & UTILITIES EASEMENT

**LEGAL DESCRIPTION OF PROPOSED 25' ACCESS & UTILITIES EASEMENT**

A PROPOSED 25' ACCESS AND UTILITIES EASEMENT OVER AND ACROSS THAT PARCEL AS DESCRIBED IN DEED BOOK 1828 AT PAGE 2531, OF RECORD IN THE REGISTER OF DEEDS OFFICE, CLEVELAND COUNTY, NORTH CAROLINA; LYING ALONG THE WESTERLY RIGHT OF WAY OF STATE ROUTE 2509, LOCALLY KNOWN AS WESTSIDE LANE AND THE SOUTHERLY RIGHT OF WAY OF US HIGHWAY 74; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT OF WAY MONUMENT FOUND ALONG SAID US HIGHWAY 74, AT STATION 520+00, RIGHT OFFSET OF 132' FROM THE CENTERLINE SHOWN ON THE NCDOT PROJECT# 8.1883405, HAVING A COORDINATE VALUE OF N: 573,949.72 BY E: 1,187,873.43 AS RELATED TO THE NORTH CAROLINA GRID(NAD 83, 2011), SAID POINT BEING S 58°04'38" W A DISTANCE OF 1006.00' FROM ANOTHER RIGHT OF WAY MONUMENT FOUND AT STATION 530+00 WITH A RIGHT OFFSET OF 132'; THENCE ALONG A TIE LINE S 68°46'21" W A DISTANCE OF 881.10' TO A POINT ALONG THE EASTERLY RIGHT OF WAY OF SAID WESTSIDE LANE BEING THE TRUE POINT AND PLACE OF BEGINNING;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 520.21', A RADIUS OF 2999.79', A CHORD BEARING OF N 72°26'41" E, AND A CHORD LENGTH OF 519.56', TO A POINT;  
 THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 53.21', A RADIUS OF 262.50', A CHORD BEARING OF N 73°17'00" E, AND A CHORD LENGTH OF 53.12', TO A POINT;  
 THENCE N 79°05'24" E A DISTANCE OF 74.89' TO A POINT;  
 THENCE N 84°35'41" E A DISTANCE OF 66.07' TO A POINT;  
 THENCE S 89°41'37" E A DISTANCE OF 156.37' TO A POINT;  
 THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 44.71', A RADIUS OF 47.50', A CHORD BEARING OF N 63°20'27" E, AND A CHORD LENGTH OF 43.08', TO A POINT;  
 THENCE N 36°22'32" E A DISTANCE OF 65.55' TO A POINT;  
 THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 46.02', A RADIUS OF 72.50', A CHORD BEARING OF N 54°33'39" E, AND A CHORD LENGTH OF 45.25', TO A POINT;  
 THENCE N 72°44'45" E A DISTANCE OF 34.20' TO A POINT;  
 THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 27.98', A RADIUS OF 37.50', A CHORD BEARING OF N 51°22'23" E, AND A CHORD LENGTH OF 27.33', TO A POINT;  
 THENCE N 30°00'00" E A DISTANCE OF 18.41' TO A POINT;  
 THENCE S 60°00'00" E A DISTANCE OF 43.00' TO A POINT;  
 THENCE S 30°00'00" W A DISTANCE OF 31.50' TO A POINT;  
 THENCE N 60°00'00" W A DISTANCE OF 19.39' TO A POINT;  
 THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 33.44', A RADIUS OF 62.50', A CHORD BEARING OF S 57°25'05" W, A CHORD LENGTH OF 33.04', TO A POINT;  
 THENCE S 72°44'45" W A DISTANCE OF 34.20' TO A POINT;  
 THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 30.15', A RADIUS OF 47.50', A CHORD BEARING OF S 54°33'39" W, AND A CHORD LENGTH OF 29.65', TO A POINT;  
 THENCE S 36°22'32" W A DISTANCE OF 65.55' TO A POINT;  
 THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 68.24', A RADIUS OF 72.50', A CHORD BEARING OF S 63°20'27" W, AND A CHORD LENGTH OF 65.75', TO A POINT;  
 THENCE N 89°41'37" W A DISTANCE OF 155.12' TO A POINT;  
 THENCE S 84°35'41" W A DISTANCE OF 63.63' TO A POINT;  
 THENCE S 79°05'24" W A DISTANCE OF 73.69' TO A POINT;  
 THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 48.14', A RADIUS OF 237.50', A CHORD BEARING OF S 73°17'00" W, AND A CHORD LENGTH OF 48.06', TO A POINT;  
 THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 518.49', A RADIUS OF 3024.79', A CHORD BEARING OF S 72°23'14" W, AND A CHORD LENGTH OF 517.86', TO A POINT;  
 THENCE N 26°12'32" W A DISTANCE OF 25.72' TO A POINT, WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 28,446 SQUARE FEET, 0.653 ACRES.

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 79°05'24" E	74.89'
L2	N 84°35'41" E	66.07'
L3	S 89°41'37" E	156.37'
L4	N 36°22'32" E	65.55'
L5	N 72°44'45" E	34.20'
L6	N 30°00'00" E	18.41'
L7	S 60°00'00" E	43.00'
L8	S 30°00'00" W	31.50'
L9	N 60°00'00" W	19.39'
L10	S 72°44'45" W	34.20'
L11	S 36°22'32" W	65.55'
L12	N 89°41'37" W	155.12'
L13	S 84°35'41" W	63.63'
L14	S 79°05'24" W	73.69'
L15	N 26°12'32" W	25.72'
L16	N 30°00'00" E	75.00'
L17	S 60°00'00" E	75.00'
L18	S 30°00'00" W	75.00'
L19	N 60°00'00" W	75.00'

**CURVE TABLE**

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2999.79'	520.21'	519.56'	N 72°26'41" E	9°56'10"
C2	262.50'	53.21'	53.12'	N 73°17'00" E	11°36'48"
C3	47.50'	44.71'	43.08'	N 63°20'27" E	5°35'51"
C4	72.50'	46.02'	45.25'	N 54°33'39" E	36°22'13"
C5	37.50'	27.98'	27.33'	N 51°22'23" E	42°44'45"
C6	62.50'	33.44'	33.04'	S 57°25'05" W	30°39'20"
C7	47.50'	30.15'	29.65'	S 54°33'39" W	36°22'13"
C8	72.50'	68.24'	65.75'	S 63°20'27" W	5°35'51"
C9	237.50'	48.14'	48.06'	S 73°17'00" W	11°36'48"
C10	3024.79'	518.49'	517.86'	S 72°23'14" W	9°49'17"

**CERTIFICATION**

I, ROBERT T. WILLIAMS, JR., A LICENSED NORTH CAROLINA LAND SURVEYOR HEREBY CERTIFY TO NETWORK TOWERS, II THE FOLLOWING:

THIS SURVEYOR HAS RECEIVED AND REVIEWED THAT CERTAIN TITLE REPORT: BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER No. 5000004715, DATED APRIL 1, 2024. FOR NC-123.13 BIG ECHO, WHICH PROPOSES TO INSURE THE LANDS DESCRIBED IN SAID TITLE REPORT. THE SAID TITLE REPORT DOES DESCRIBE THE LANDS AS DEPICTED ON THIS EXHIBIT. ITEM D. EASEMENTS AND/OR RIGHTS OF WAY:

- EASEMENT IN FAVOR OF DUKE POWER COMPANY SET FORTH IN INSTRUMENT RECORDED ON JANUARY 22, 2001 IN DEED BOOK 1287, PAGE 1470. (DOES NOT APPEAR TO AFFECT EITHER THE LEASE OR ACCESS)

APPLICANT



**NETWORK TOWERS**  
 NETWORK TOWERS, LLC.  
 120 EASTSHORE DRIVE, SUITE 300  
 GLEN ALLEN, VA 23069  
 804-548-4079

ENGINEER



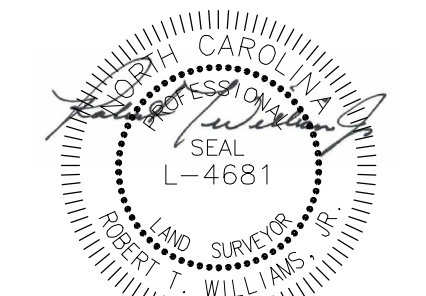
**NB+C**  
 TOTALLY COMMITTED.  
 TKK ENGINEERING P.C.  
 8601 SIX FORKS ROAD, SUITE 540  
 RALEIGH, NC 27615  
 919-657-9131

SITE INFORMATION

NT SITE NAME: BIG ECHO  
 NT SITE ID: NC-T23.13  
 NB+C PROJ. # 100772  
 (911 ADDRESS TBD)  
 WESTSIDE LANE  
 STATE ROUTE 2509  
 MORRESBORO, NC 28114  
 CLEVELAND COUNTY

DESIGN RECORD

REV	DATE	DESCRIPTION	BY
1	6/20/24	REV TOWER HEIGHT	RTW
0	5/10/24	EXHIBIT	RTW



6-20-2024

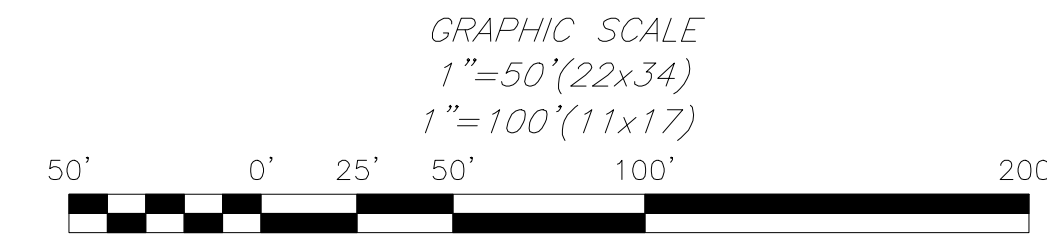
TIM FALLON LAND SURVEYING, PLLC  
 15139 CARROLLTON BLVD, SUITE C  
 SUITE C, P.O. BOX 189  
 CARROLLTON, VIRGINIA, 23314  
 NC CERT. P-2599

SHEET TITLE

**EASEMENT EXHIBIT**

SHEET NUMBER

**EE-1**

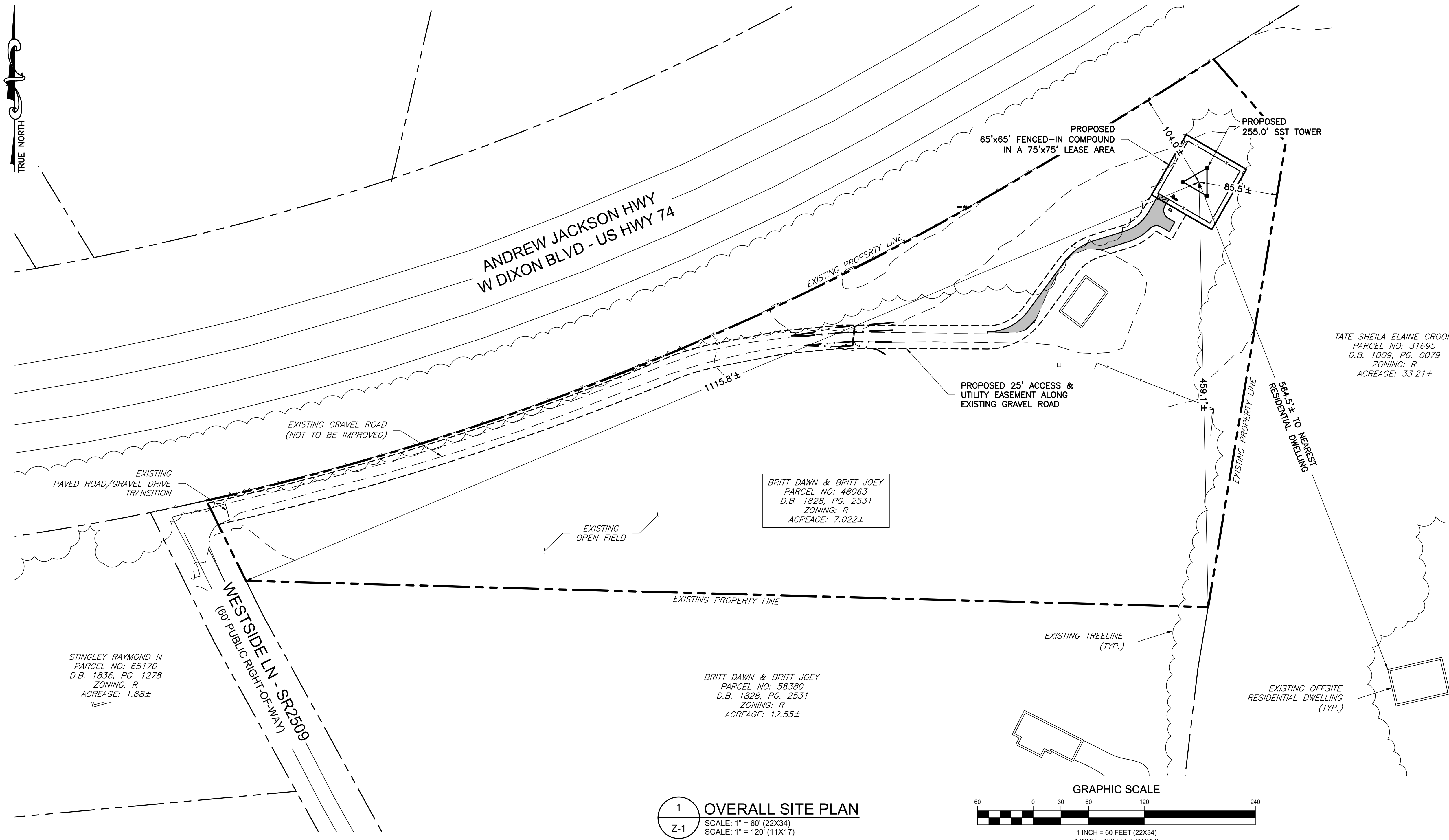
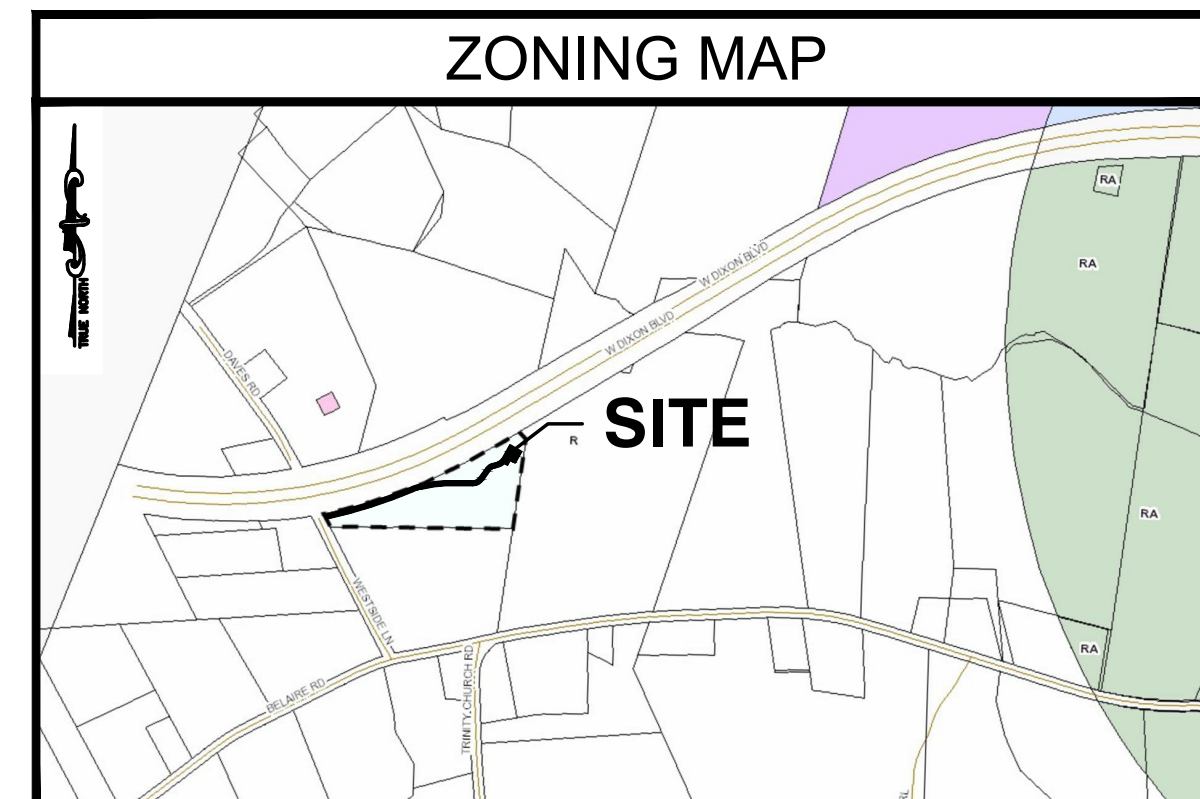


**GENERAL NOTES**

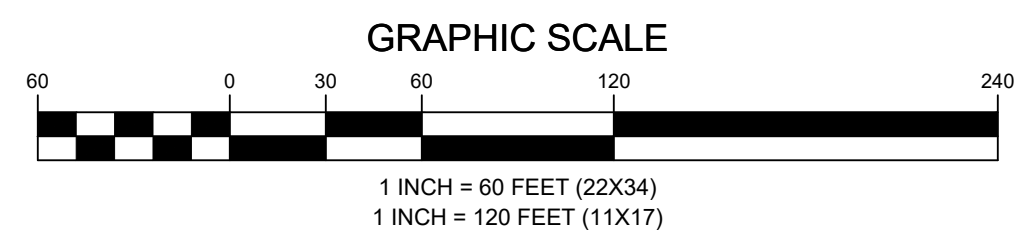
1. THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
2. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
3. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION. THERE IS NO HANDICAP ACCESS REQUIRED.
4. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
5. THE CLOSEST RESIDENTIAL BUILDING IS LOCATED 564.5± AWAY FROM PROPOSED TOWER CENTER.
6. THIS IS NOT A BOUNDARY SURVEY AND IS NOT TO BE USED TO CONVEY PROPERTY. BOUNDARY INFORMATION OBTAINED FROM RECORDED DEED OR PLAT.
7. REFER TO SURVEY DOCUMENT ON SHEET EE-1 FOR ALL LEASED AREA, ACCESS & UTILITY EASEMENT AND PROPERTY BOUNDARY INFORMATION.
8. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE PROPOSED TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "AE", ACCORDING TO THE FEDERAL MANAGEMENT AGENCY - COMMUNITY PANEL NO. 3710158700J, DATED 07/02/2008.

LEGEND	
	PROPERTY LINE - SUBJECT PARCEL
	PROPERTY LINE - ABUTTERS
	EXISTING ROAD
	EXISTING GRAVEL DRIVE
	EXISTING BUILDING
	EXISTING TREE LINE
	EXISTING OVERHEAD UTILITIES
	PROPOSED EASEMENT
	PROPOSED LEASE AREA
	PROPOSED CHAIN-LINK FENCE
	PROPOSED GRAVEL ROAD

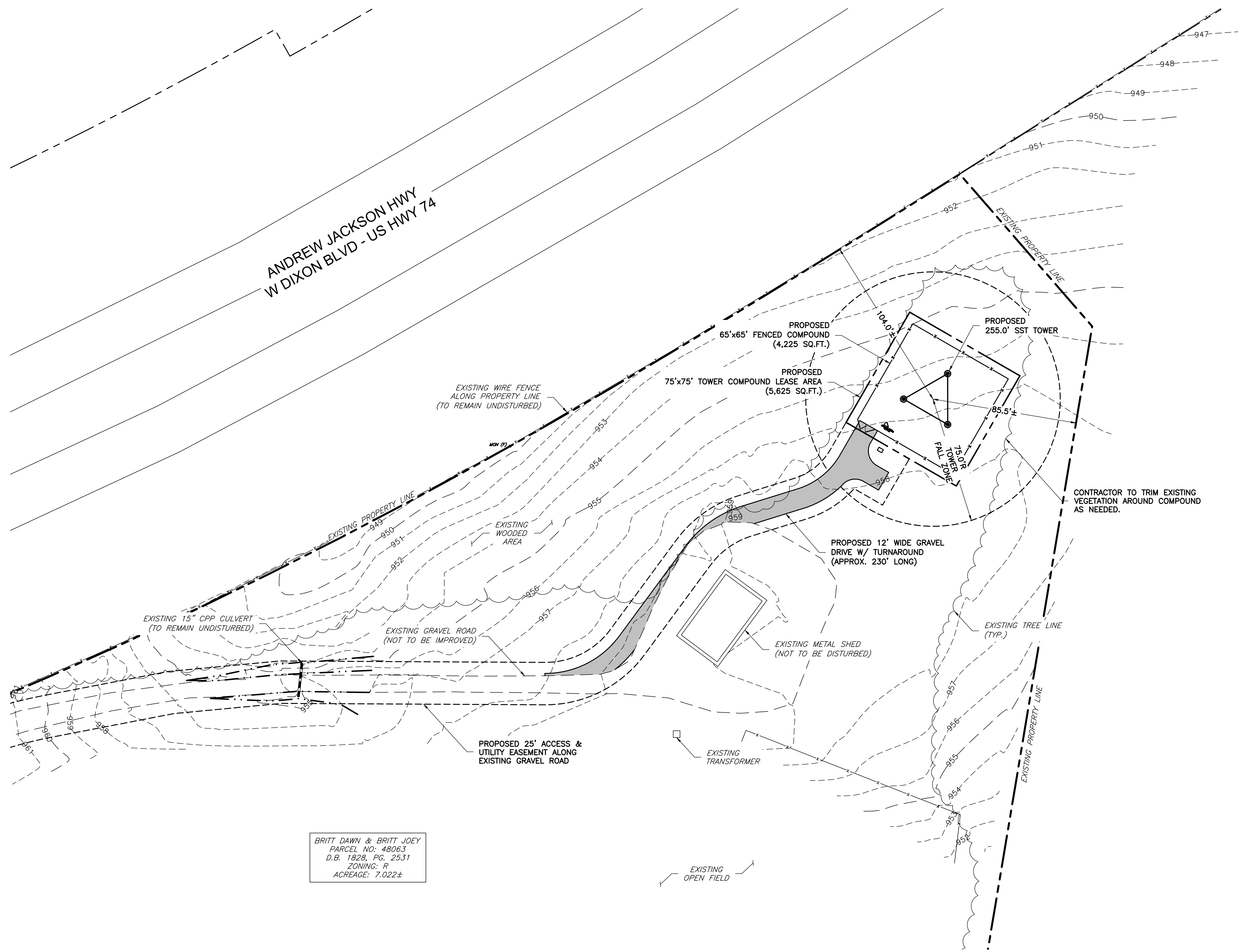
ZONING INFORMATION		
JURISDICTION: CLEVELAND COUNTY		
ZONING: R		
DIMENSION	REQUIRED ±	PROPOSED ±
FRONT YARD SETBACK:	-	1,115.8±
SIDE YARD SETBACK:	-	104.0±
REAR YARD SETBACK:	-	85.5±
NEAREST RESIDENTIAL STRUCTURE:	-	564.5±
LOT AREA: 7.02 ± ACRES		
(ALL MEASUREMENTS ARE IN FEET ± UNLESS OTHERWISE NOTED)		
NOTES: 1) ALL SETBACKS SHOWN ARE FROM EXISTING TOWER CENTER TO EXISTING PROPERTY LINES.		



**1 OVERALL SITE PLAN**  
SCALE: 1" = 60' (22X34)  
SCALE: 1" = 120' (11X17)

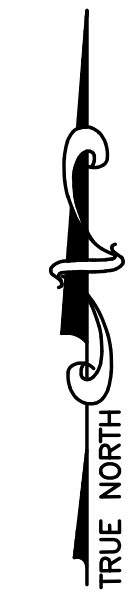
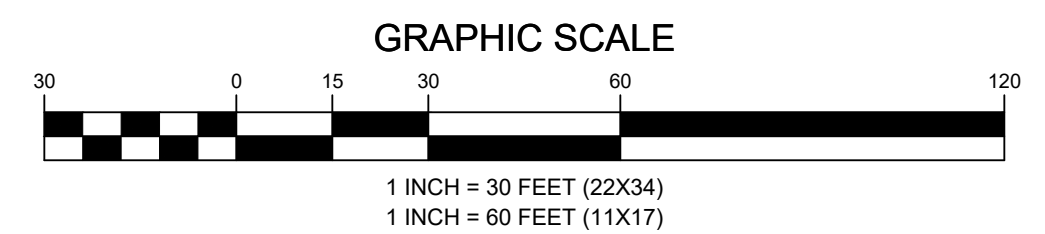


APPLICANT	 <b>NETWORK TOWERS, LLC.</b> 120 EASTSHORE DRIVE, SUITE 300 GLEN ALLEN, VA 23059 804-548-4079
ENGINEER	 <b>TOTALLY COMMITTED.</b>  <b>TKK ENGINEERING, P.C.</b> 8601 SIX FORKS ROAD, SUITE 540 RALEIGH, NC 27615 919-657-9131
SITE INFORMATION	NT SITE NAME: BIG ECHO NT SITE ID: NC-T23.13  NB+C PROJ. # 100793 (911 ADDRESS TBD) 216 WESTSIDE LN MOORESBORO, NC 28114 CLEVELAND COUNTY
DESIGN RECORD	<b>REVISIONS</b>
PROFESSIONAL STAMP	 DATE 06-21-24
ENGINEER	TRENT T. SNARR, P.E. NC PROFESSIONAL ENGINEER LIC. #037977
SHEET TITLE	<b>OVERALL SITE PLAN</b>
SHEET NUMBER	<b>Z-1</b>



BRITT DAWN & BRITT JOEY  
 PARCEL NO: 48063  
 D.B. 1828, PG. 2531  
 ZONING: R  
 ACREAGE: 7.022±

1 SITE PLAN  
 SCALE: 1" = 30' (22X34)  
 Z-2 SCALE: 1" = 60' (11X17)



APPLICANT	 <b>NETWORK TOWERS</b> NETWORK TOWERS, LLC. <small>120 EASTSHORE DRIVE, SUITE 300          GLEN ALLEN, VA 23059          804-548-4079</small>																
ENGINEER	 <b>NB+C</b> TOTALLY COMMITTED. TKK ENGINEERING, P.C. <small>8601 SIX FORKS ROAD, SUITE 540          RALEIGH, NC 27615          919-657-9131</small>																
SITE INFORMATION	NT SITE NAME: BIG ECHO NT SITE ID: NC-T23.13  NB+C PROJ. # 100793 (911 ADDRESS TBD) 216 WESTSIDE LN MOORESBORO, NC 28114 CLEVELAND COUNTY																
DESIGN RECORD	<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>06/21/2024</td> <td>REVISED ZONING DRAWINGS</td> <td>OP</td> </tr> <tr> <td>1</td> <td>06/03/2024</td> <td>REVISED ZONING DRAWINGS</td> <td>OP</td> </tr> <tr> <td>0</td> <td>05/21/2024</td> <td>ZONING DRAWINGS</td> <td>OP</td> </tr> </tbody> </table>	REV	DATE	DESCRIPTION	BY	2	06/21/2024	REVISED ZONING DRAWINGS	OP	1	06/03/2024	REVISED ZONING DRAWINGS	OP	0	05/21/2024	ZONING DRAWINGS	OP
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PROFESSIONAL STAMP	 DATE 06-21-24																
ENGINEER	TRENT T. SNARR, P.E. NC PROFESSIONAL ENGINEER LIC. #037977																
SHEET TITLE	<b>SITE PLAN</b>																
SHEET NUMBER	<b>Z-2</b>																



TRUE NORTH

**NETWORK TOWERS**  
 NETWORK TOWERS, LLC.  
 120 EASTSHORE DRIVE, SUITE 300  
 GLEN ALLEN, VA 23059  
 804-548-4079

**NB+C**  
 TOTALLY COMMITTED.  
 TKK ENGINEERING, P.C.  
 8601 SIX FORKS ROAD, SUITE 540  
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NT SITE NAME: BIG ECHO  
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 NB+C PROJ. # 100793  
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 CLEVELAND COUNTY

REVISIONS			
REV	DATE	DESCRIPTION	BY
2	06/21/2024	REVISED ZONING DRAWINGS	OP
1	06/03/2024	REVISED ZONING DRAWINGS	OP
0	05/21/2024	ZONING DRAWINGS	OP

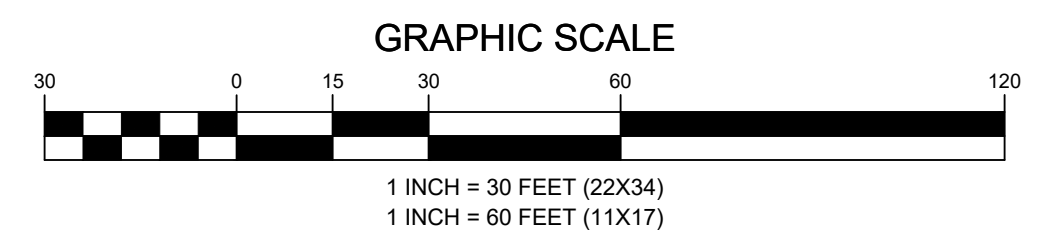
**PROFESSIONAL STAMP**  
  
 DATE 06-21-24

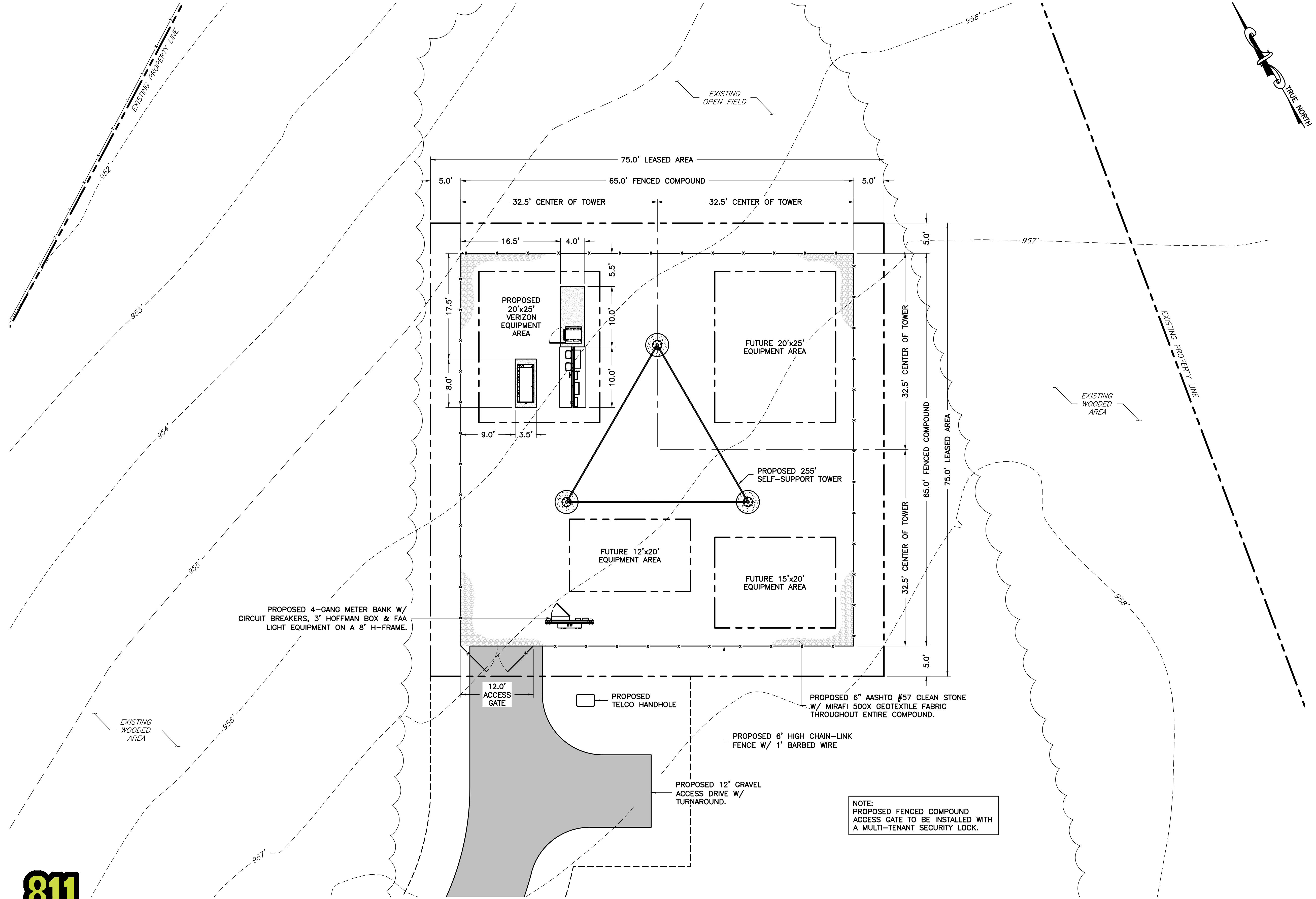
ENGINEER  
 TRENT T. SNARR, P.E.  
 NC PROFESSIONAL ENGINEER LIC. #037977

SHEET TITLE  
**AERIAL PLAN**

SHEET NUMBER  
**Z-3**

1  
 AERIAL PLAN  
 SCALE: 1" = 30' (22X34)  
 SCALE: 1" = 60' (11X17)





APPLICANT

**NETWORK TOWERS**  
 NETWORK TOWERS, LLC.  
 120 EASTSHORE DRIVE, SUITE 300  
 GLEN ALLEN, VA 23059  
 804-548-4079

ENGINEER

**NB+C**  
 TOTALLY COMMITTED.  
 TKK ENGINEERING, P.C.  
 8601 SIX FORKS ROAD, SUITE 540  
 RALEIGH, NC 27615  
 919-657-9131

SITE INFORMATION

NT SITE NAME: BIG ECHO  
 NT SITE ID: NC-T23.13

NB+C PROJ. # 100793  
 (911 ADDRESS TBD)  
 216 WESTSIDE LN  
 MOORESBORO, NC 28114  
 CLEVELAND COUNTY

DESIGN RECORD

REV	DATE	DESCRIPTION	BY
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0	05/21/2024	ZONING DRAWINGS	OP

PROFESSIONAL STAMP

DATE 06-21-24

ENGINEER

TRENT T. SNARR, P.E.  
 NC PROFESSIONAL ENGINEER LIC. #037977

SHEET TITLE

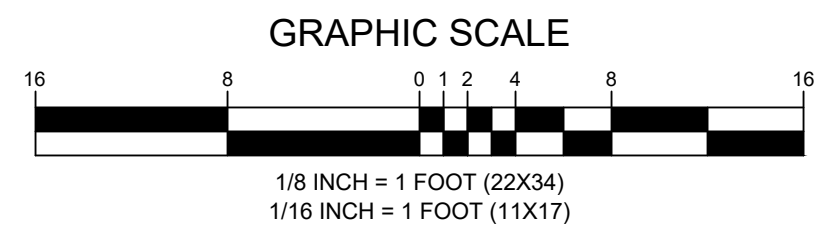
**COMPOUND PLAN**

SHEET NUMBER

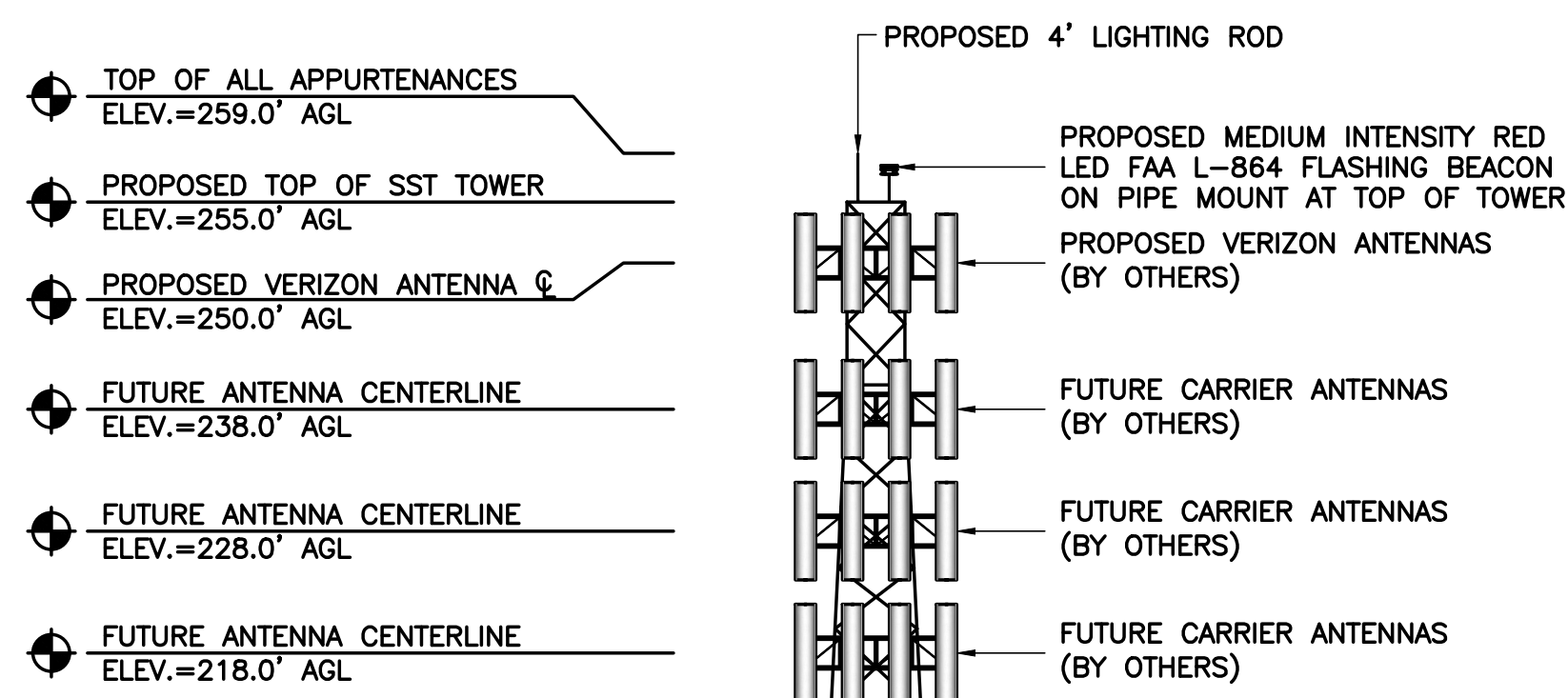
**C-1**



1 COMPOUND PLAN  
 SCALE: 1/8" = 1' (22X34)  
 SCALE: 1/16" = 1' (11X17)



NOTE:  
 PROPOSED FENCED COMPOUND  
 ACCESS GATE TO BE INSTALLED WITH  
 A MULTI-TENANT SECURITY LOCK.



PROPOSED (2) STEADY BURNING L-810  
 OBSTRUCTION LIGHTS PLACED ON OPPOSITE  
 TOWER LEGS @ TOWER MIDPOINT.

PROPOSED 255'  
 SELF-SUPPORT TOWER

NOTE:

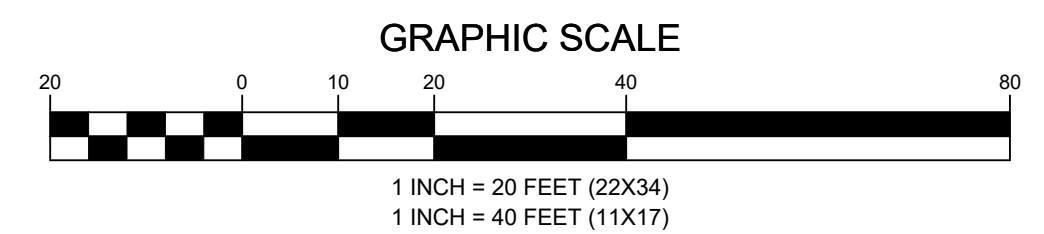
- PER FAA "DETERMINATION OF NO HAZARD TO AIR NAVIGATION" LETTER DATED XX/XX/XXXX, TOWER ILLUMINATION IS NOT REQUIRED.
- TOWER STEEL FINISH AND STEEL COMPONENTS TO BE GALVANIZED.
- TOWER & FOUNDATION DESIGN PERFORMED INDEPENDENTLY FROM THESE CONSTRUCTION DRAWINGS.

PROPOSED VERIZON EQUIPMENT.  
 (BY OTHERS)

PROPOSED CHAIN-LINK FENCE W/  
 (3) STRANDS OF BARBED WIRE.

GROUND  
 ELEV.= 0.0' AGL

1 ELEVATION  
 SCALE: 1" = 20' (22X34)  
 C-2 SCALE: 1" = 40' (11X17)

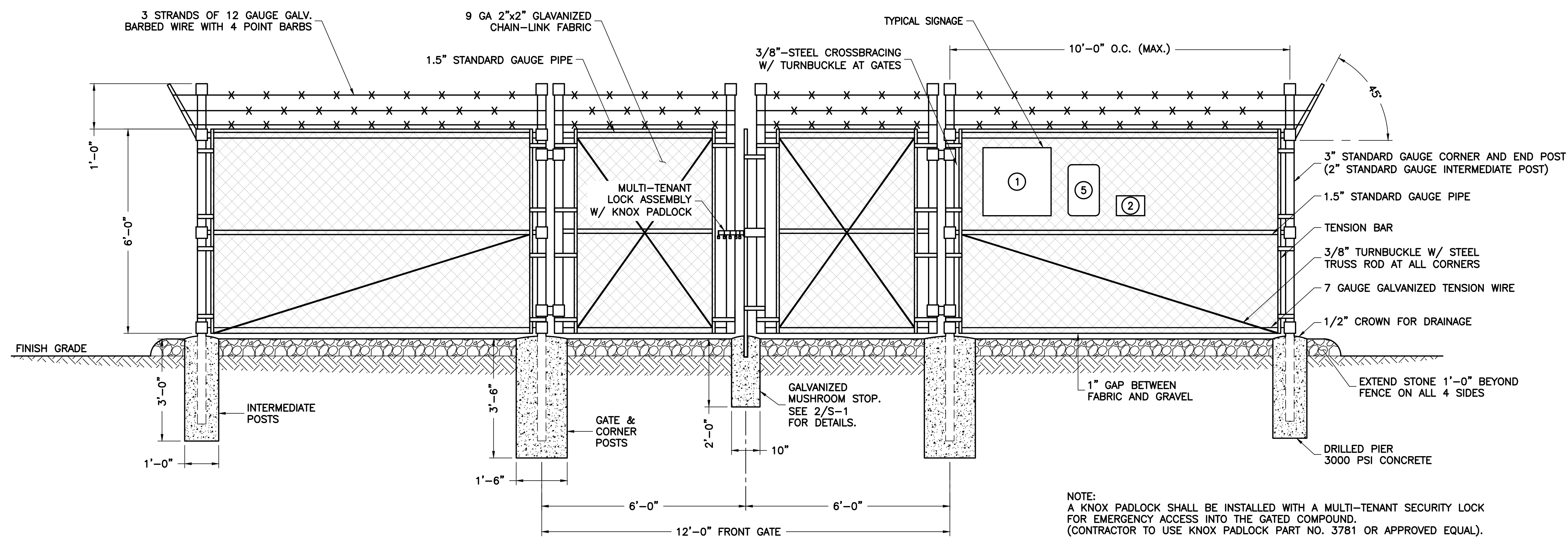


GENERAL NOTES

- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
- THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
- THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL VERIFY ANTENNA ELEVATION AND AZIMUTH WITH RF ENGINEERING PRIOR TO INSTALLATION.
- TRANSMITTER EQUIPMENT AND ANTENNAS ARE DESIGNED TO MEET ANSI/EIA/TIA 222-G REQUIREMENTS.
- ALL STRUCTURAL ELEMENTS SHALL BE HOT DIPPED GALVANIZED STEEL.
- CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES PRIOR TO EXCAVATING.
- IF ANY UNDERGROUND UTILITIES OR STRUCTURES EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
- OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION BY TECHNICIANS APPROXIMATELY 2 TIMES PER MONTH.
- PRIOR TO THE INSTALLATION OF THE PROPOSED EQUIPMENT OR MODIFICATION OF THE EXISTING STRUCTURE, A STRUCTURAL ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT TO CERTIFY THAT THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND COMPONENTS ARE STRUCTURALLY ADEQUATE TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, COAXIAL CABLES AND OTHER APPURTENANCES.
- PROPERTY LINE INFORMATION WAS PREPARED USING DEEDS, TAX MAPS, AND PLANS OF RECORD AND SHOULD NOT BE CONSTRUED AS AN ACCURATE BOUNDARY SURVEY.
- THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
- NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
- THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
- THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
- POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.



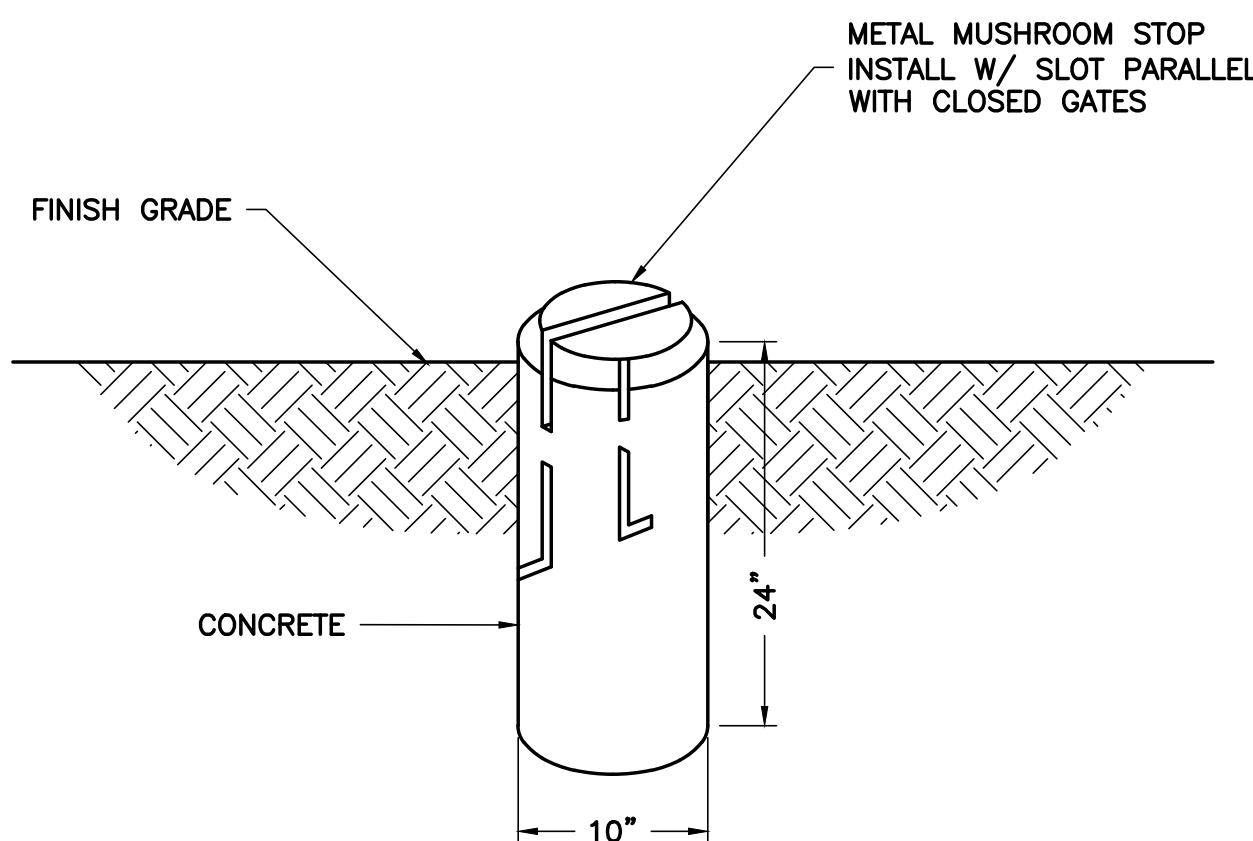
APPLICANT	 <b>NETWORK TOWERS</b> NETWORK TOWERS, LLC. <small>120 EASTSHORE DRIVE, SUITE 300          GLEN ALLEN, VA 23059          804-548-4079</small>																
ENGINEER	 <b>NB+C</b> TOTALLY COMMITTED. <b>TKK ENGINEERING, P.C.</b> <small>8601 SIX FORKS ROAD, SUITE 540          RALEIGH, NC 27615          919-657-9131</small>																
SITE INFORMATION	NT SITE NAME: BIG ECHO NT SITE ID: NC-T23.13  NB+C PROJ. # 100793 (911 ADDRESS TBD) 216 WESTSIDE LN MOORESBORO, NC 28114 CLEVELAND COUNTY																
DESIGN RECORD	<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>06/21/2024</td> <td>REVISED ZONING DRAWINGS</td> <td>OP</td> </tr> <tr> <td>1</td> <td>06/03/2024</td> <td>REVISED ZONING DRAWINGS</td> <td>OP</td> </tr> <tr> <td>0</td> <td>05/21/2024</td> <td>ZONING DRAWINGS</td> <td>OP</td> </tr> </tbody> </table>	REV	DATE	DESCRIPTION	BY	2	06/21/2024	REVISED ZONING DRAWINGS	OP	1	06/03/2024	REVISED ZONING DRAWINGS	OP	0	05/21/2024	ZONING DRAWINGS	OP
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PROFESSIONAL STAMP	 DATE 06-21-24																
ENGINEER	TRENT T. SNARR, P.E. NC PROFESSIONAL ENGINEER LIC. #037977																
SHEET TITLE	<b>TOWER ELEVATION</b>																
SHEET NUMBER	<b>C-2</b>																



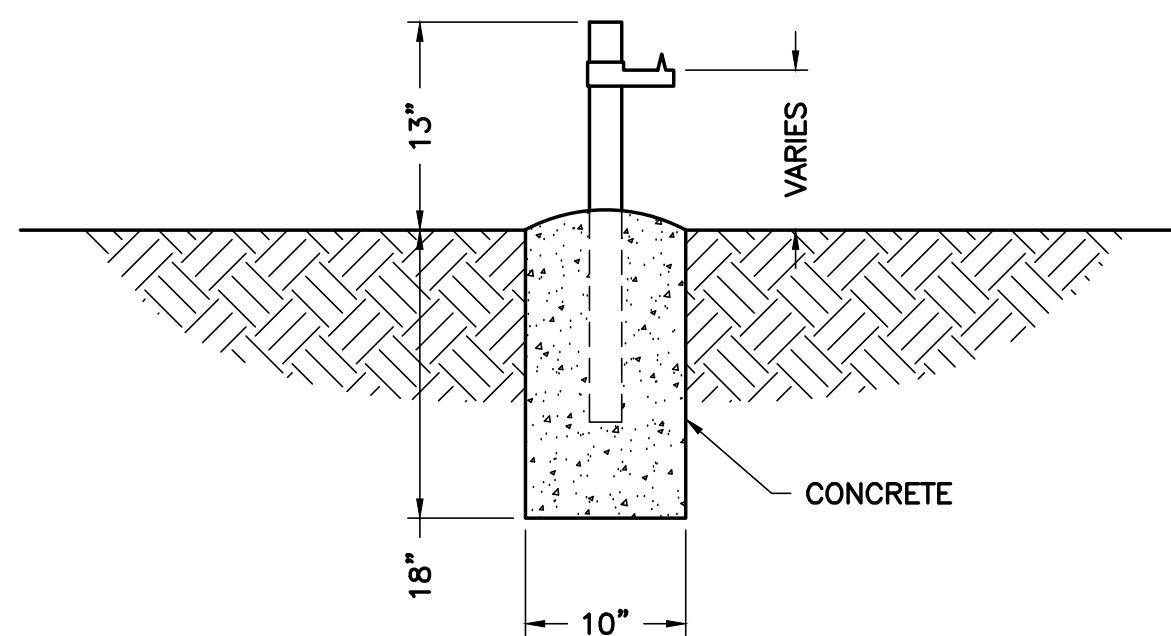
NOTE:  
A KNOX PADLOCK SHALL BE INSTALLED WITH A MULTI-TENANT SECURITY LOCK FOR EMERGENCY ACCESS INTO THE GATED COMPOUND.  
(CONTRACTOR TO USE KNOX PADLOCK PART NO. 3781 OR APPROVED EQUAL).

1 TYPICAL FENCE AND GATE DETAIL  
S-1 NTS

NOTE:  
FENCE & GATE DETAIL FOR REFERENCE PURPOSES ONLY.  
FOR ACTUAL FENCE & GATE DIMENSIONS REFER TO SHEET C-1

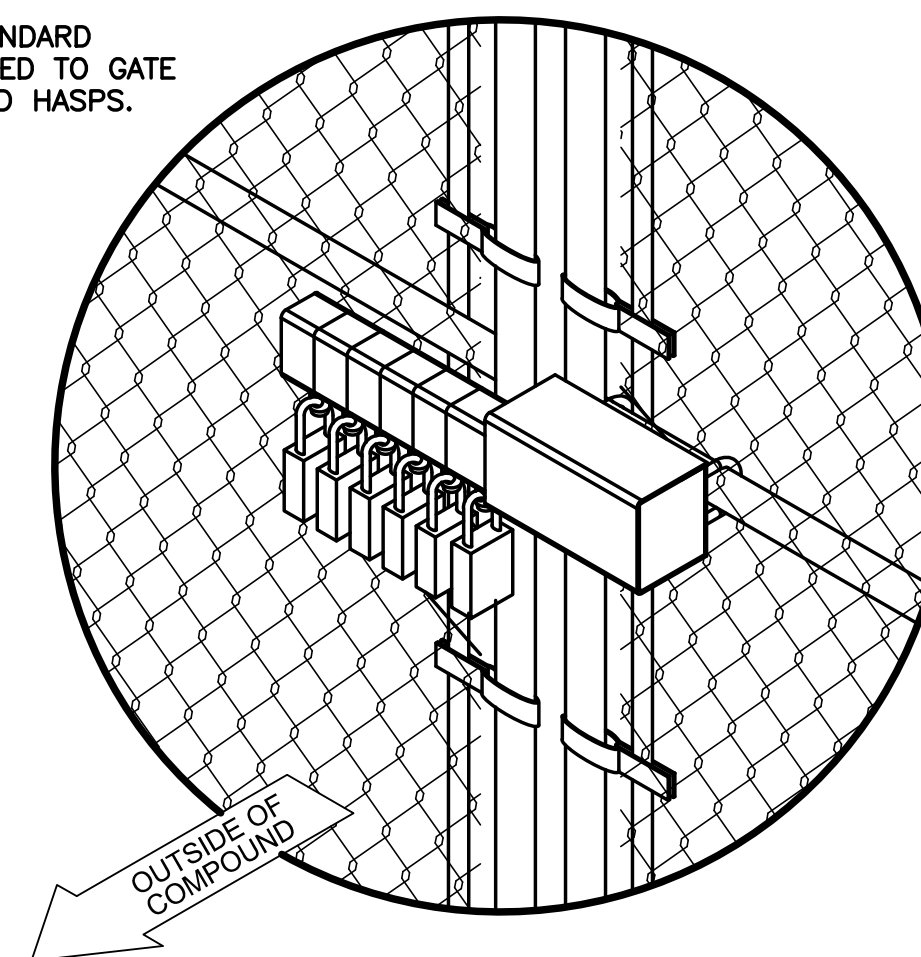


2 MUSHROOM STOP DETAIL  
S-1 NTS



3 GATE KEEPER DETAIL  
S-1 NTS

NOTE:  
MULTI-TENANT SECURITY LOCK: STANDARD GALVANIZED 2" LOCK SYSTEM WELDED TO GATE POSTS 6-2" SLEEVES WITH SLOTTED HASPS.



4 MULTI-LOCK DETAIL  
S-1 NTS

APPLICANT



ENGINEER



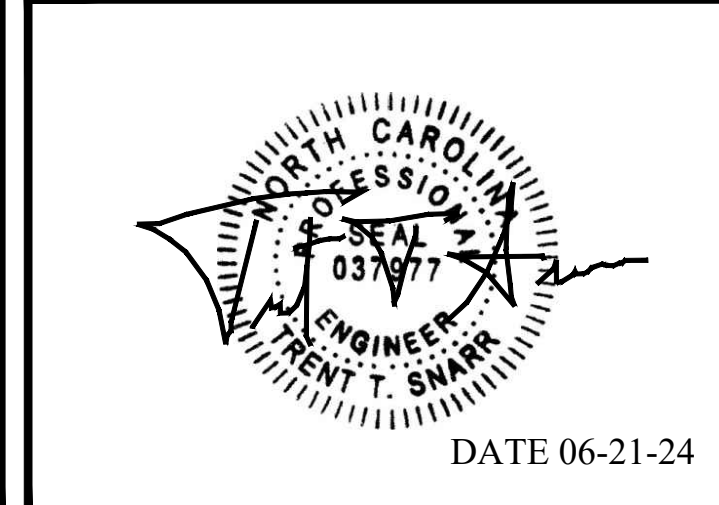
SITE INFORMATION

NT SITE NAME: BIG ECHO  
NT SITE ID: NC-T23.13  
  
NB+C PROJ. # 100793  
(911 ADDRESS TBD)  
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MOORESBORO, NC 28114  
CLEVELAND COUNTY

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PROFESSIONAL STAMP



ENGINEER

TRENT T. SNARR, P.E.  
NC PROFESSIONAL ENGINEER LIC. #037977

SHEET TITLE

**FENCE DETAILS**

SHEET NUMBER

**S-1**

WHITE BACKGROUND  
W/ BLACK BORDER

CONTRACTOR SHALL VERIFY FCC NO.  
PRIOR TO ORDERING SIGNAGE

CONTRACTOR SHALL VERIFY ADDRESS  
PRIOR TO ORDERING SIGNAGE

RED LETTERING  
(ALL OTHER BLACK)

SIGNAGE NOTES

1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS UNLESS NOTED OTHERWISE SHALL BE MOUNTED TO THE TOWER, GATE AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.
3. CONTRACTOR TO PROVIDE AND INSTALL ALL SIGNAGE.

QTY: (1) ON RIGHT SIDE OF MAIN COMPOUND GATE, (1) AT ACCESS ROAD GATE, IF EXIST  
CONTRACTOR SHALL VERIFY FCC NUMBER PRIOR TO ORDERING SIGNAGE

1 **NETWORK TOWERS II - SITE SIGN**  
24" WIDE X 24" HIGH

QTY: (4) EACH SIDE OF COMPOUND

2 **NO TRESPASSING - SIGN**  
10" WIDE X 7" HIGH

QTY: (1) MOUNT SIGN ON CLIMBING FACE AT EYE LEVEL.

3 **COMPETENT CLIMBER - SIGN**  
10" WIDE X 7" HIGH

WHITE / YELLOW BACKGROUND W/ BLACK LETTERING  
QTY: (1) TO BE MOUNTED AT EYE LEVEL ON TOWER NEAR SAFETY CLIMB

4 **CAUTION RF - SIGN**  
12" WIDE X 18" HIGH

WHITE / BLUE BACKGROUND W/ BLACK LETTERING  
QTY: (1) TO BE MOUNTED AT COMPOUND ACCESS GATE

5 **NOTICE RF - SIGN**  
12" WIDE X 18" HIGH

APPLICANT

ENGINEER

SITE INFORMATION

NT SITE NAME: BIG ECHO  
NT SITE ID: NC-T23.13  
  
NB+C PROJ. # 100793  
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CLEVELAND COUNTY

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PROFESSIONAL STAMP

DATE 06-21-24

ENGINEER

TRENT T. SNARR, P.E.  
NC PROFESSIONAL ENGINEER LIC. #037977

SHEET TITLE

**SIGNAGE DETAILS**

SHEET NUMBER

**S-2**

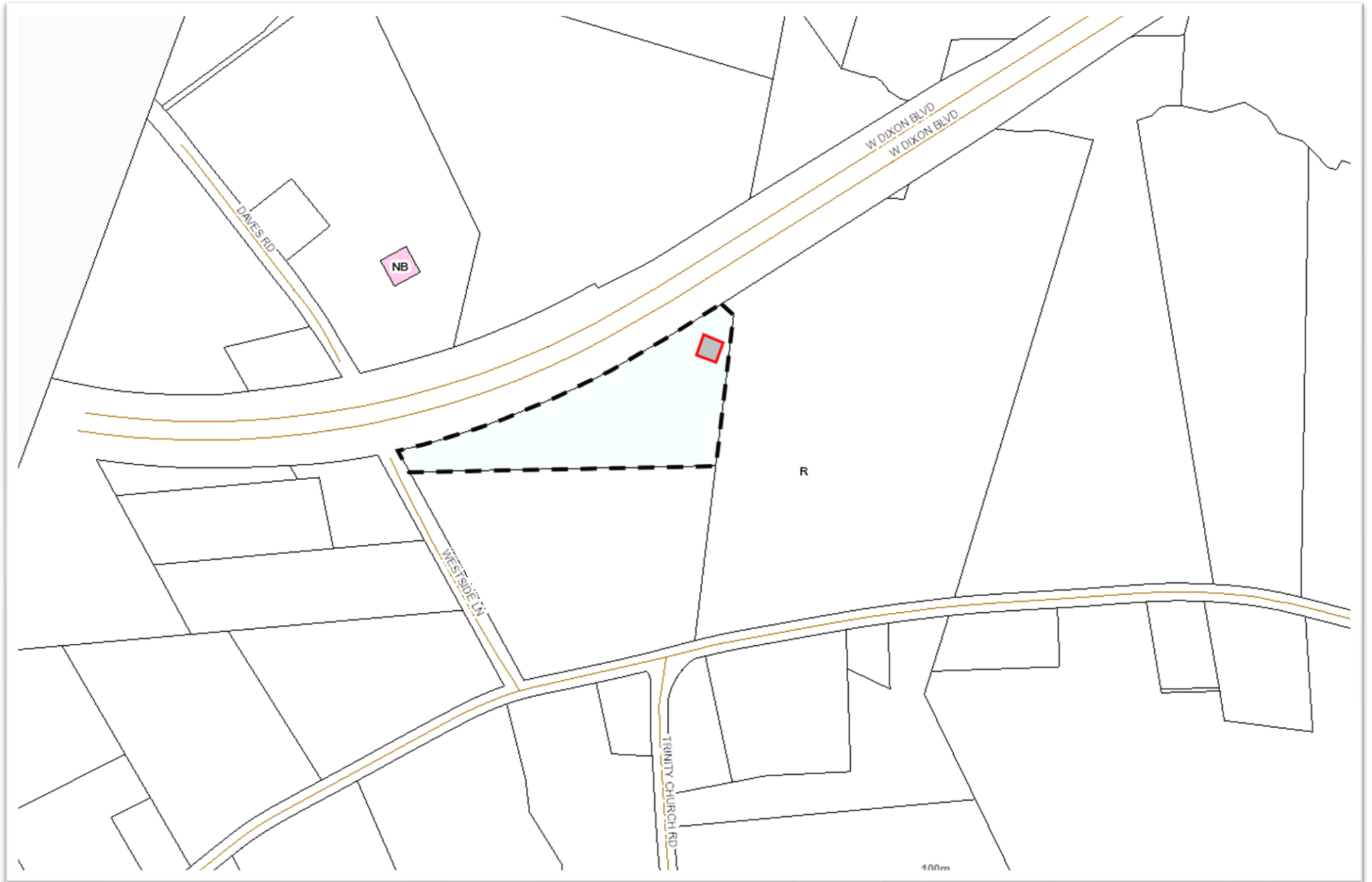


**Re-zoning Case 24-10: Aerial Image**

216 Westside Ln. (A portion of the property) R to NB



**Re-zoning Case 24-10: Zoning Map**  
216 Westside Lane



**Re-zoning Case 24-10: Land Use Plan Map**  
216 Westside Lane





**PETITION FOR AMENDMENT OF THE ZONING MAP**

NOW COMES Network Towers II, LLC., Applicant, whose present address is 120 Eastshore Drive, Suite 300, Glen Allen VA, 23059,

who respectfully petitions and shows as follows:

1. That the applicant is the  owner,  legal representative,  or other concerned parties, of a certain tract or parcel of land located in Cleveland County, North Carolina, being more particularly described as:

Physical Address: 216 Westside Ln, Mooresboro, NC 28114

Parcel(s): 48083 containing 0.13 acres. (if portion of property attach survey)  
(75' x 75' Lease Area)

2. That said property above described is presently zoned Residential (R) and the undersigned applicant desires and does hereby request that said property be rezoned to: Neighborhood Business Conditional Use (NB-CU)

3. The proposed zoning change would require a change in the Zoning Map? YES  NO

If the answer is yes: An application for rezoning shall be accompanied by a survey, legal description, or map sufficient to provide public notice of the area requested for rezoning.

4. Owners of adjoining property hereby support this petition by signing below: Adjoining property shall be construed to mean and include property on the opposite side of any street, road, or highway from the property sought to be rezoned (attach an additional sheet if necessary).

PROPERTY OWNER (SIGNATURE)	PROPERTY OWNER (PRINT NAME)	PROPERTY ADDRESS
	Dawn Britt	3400 Belaire Rd, Mooresboro NC, 28114
	Joey Britt	3400 Belaire Rd, Mooresboro NC, 28114

Respectfully submitted this 20 day of May, 2024.

SIGNED:

E-MAIL: dpatterson@nttowers.com PHONE NUMBER: (804) 363.0891

For office use:

Payment Code: ZP 11 Map Amendment Fee: \$200

Paid on: 6-6-2024 ZP: 179957 Case #: 24-10

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Planning Department Case 24-11: Request to Rezone Parcel 66231 from Restricted Residential (RR) to Residential (R)**

---

**Department:**

**Agenda Title:** Planning Department Case 24-11: Request to Rezone Parcel 66231 from Restricted Residential (RR) to Residential (R)

**Agenda Summary:** Chris Martin, Planning Director

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
<input type="checkbox"/> 24-11_2_Staff_Report_Planning_Board.pdf	Staff Report
<input type="checkbox"/> 24-11_Map_Aerial_Map.pdf	Aerial Map
<input type="checkbox"/> 24-11_Map_Zoning_Map.pdf	Zoning Map
<input type="checkbox"/> 24-11_Map_Land_Use_Plan_Map.pdf	Land Use Plan Map
<input type="checkbox"/> 24-11_Petition.pdf	Petition
<input type="checkbox"/> 24-11_Streetviews_of_neighborhood.pdf	Neighborhood Photos provided by applicant

## STAFF REPORT

To: Planning Board  
Date: August 27, 2024  
From: Chris Martin, Planning Director  
Subject: Rezoning Case 24-11

**Summary Statement:** Candice Baughman is requesting to rezone 1634 Farmville Rd., parcel 66231 which contains 3.37 acres, from Restricted Residential to Residential.

**Review:** This property lies just north of Shelby and the 74 Bypass, between Chatfield Rd. and Washburn Switch Rd. and is zoned Restricted Residential.

The surrounding zoning districts are mostly Restricted Residential, with City of Shelby's Heavy Industrial zoning across the road, some General Business at the corner of Farmville Rd and Washburn Switch Rd, and some Residential across the road further east and. Surrounding uses are mostly agriculture, with single-family dwellings on large tracts of land, and some forestry. The Land Use Plan designates this area as Primary Growth.

**Consistency Statement**

*NCGS 160D-605 requires that local government boards adopt a consistency statement showing that the decision it makes fits in with the land use plan or if not, is reasonable and has a public interest.*

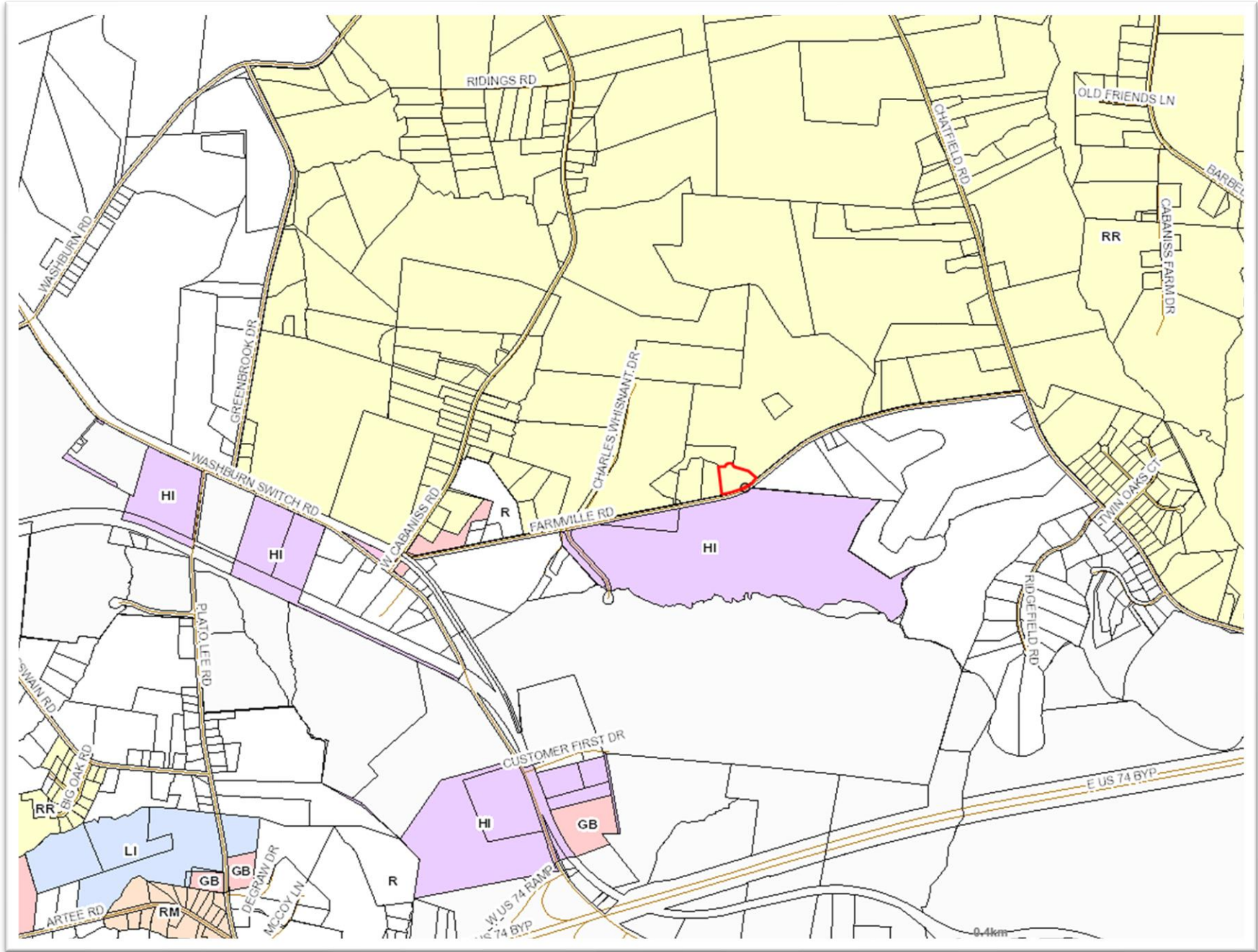
**Requested Board Action:** Review, comment, and make a recommendation to the Board of Commissioners.

**Re-zoning Case 24-11: Aerial Image**  
1634 Farmville Rd. RR to R



# Re-zoning Case 24-11: Zoning Map

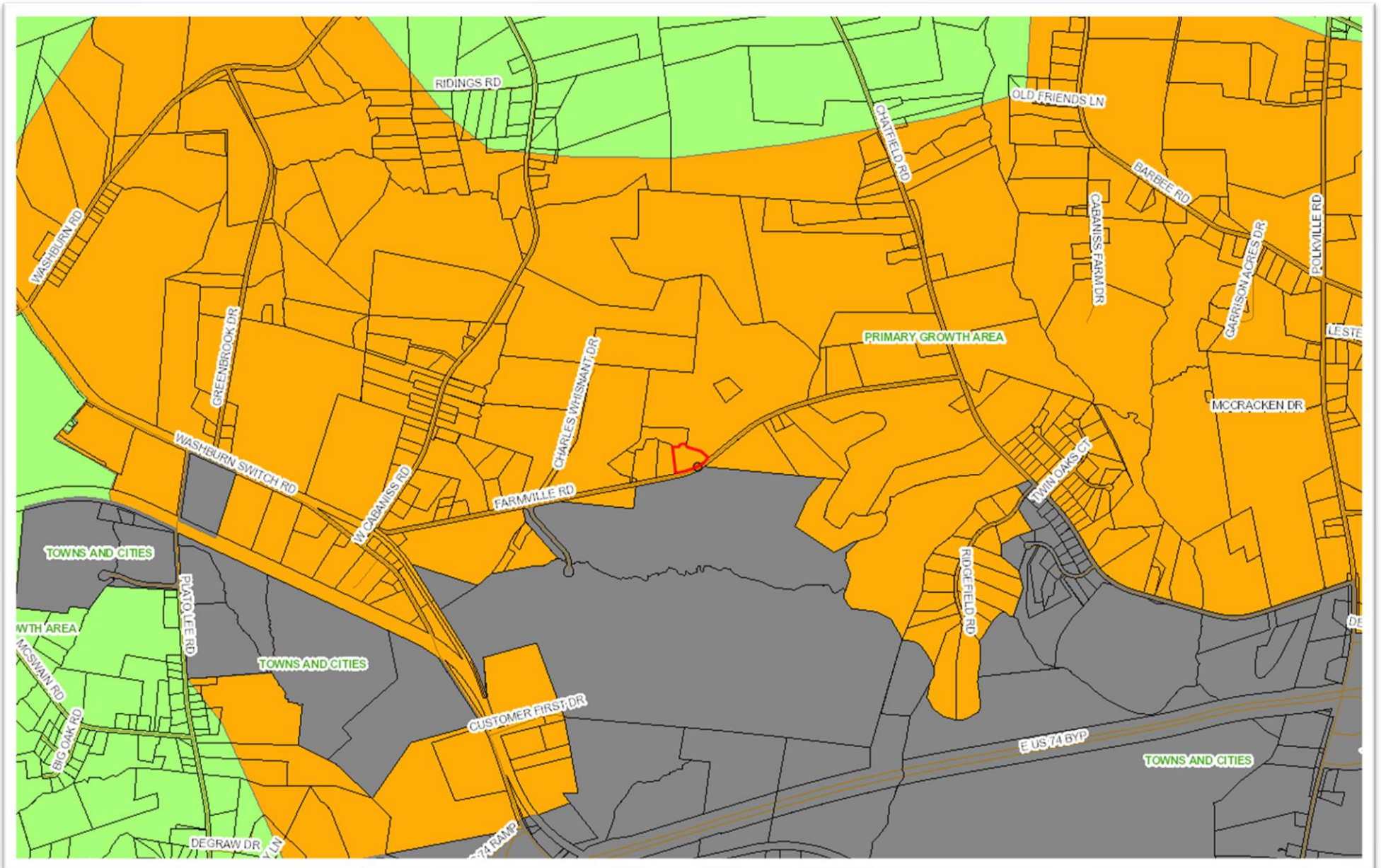
1634 Farmville Rd. RR to R





# Re-zoning Case 24-11: Land Use Plan Map

1634 Farmville Rd. RR to R



179979



### PETITION FOR AMENDMENT OF THE ZONING MAP

NOW COMES Candice Lr Baughman, Applicant, whose present address is 1634 Farmville Rd Shelby NC 28152 who respectfully petitions and shows as follows:

1. That the applicant is the  owner,  legal representative,  or other concerned parties, of a certain tract or parcel of land located in Cleveland County, North Carolina, being more particularly described as:

Physical Address: 1634 Farmville Rd Shelby

Parcel(s): 66231 containing 3.77 acres.

(if a portion of property attach survey)

2. That said property above described is presently zoned Restricted Residential and the undersigned applicant desires and does hereby request that said property be rezoned to:

Rezoned to Residential to allow manufacture homes (R)

3. The proposed zoning change would require a change in the Zoning Map? YES  NO

If the answer is yes: An application for rezoning shall be accompanied by a survey, legal description, or map sufficient to provide public notice of the area requested for rezoning.

4. Owners of adjoining property hereby support this petition by signing below: Adjoining property shall be construed to mean and include property on the opposite side of any street, road, or highway from the property sought to be rezoned (attach an additional sheet if necessary).

PROPERTY OWNER (SIGNATURE)	PROPERTY OWNER (PRINT NAME)	PROPERTY ADDRESS
<u>James D Fish</u>	James D Fish	1650 Farmville Rd Shelby
<u>Chad Baughman</u>	Chad Deeryn Baughman	1646 Farmville Rd
<u>Mary Judy Dobbins</u>	Mary Judy Dobbins	1654 Farmville Rd
<u>MJP</u>	MARIAPADGET	1625 Farmville Rd.
<u>Christina Irwin</u>	Christina Irwin	1650 Farmville Rd

Respectfully submitted this 10<sup>th</sup> day of June, 2024.

SIGNED: C Baughman

E-MAIL: Candice.Baughman@icloud.com PHONE NUMBER: 828-305-4984

For office use:

Payment Code: ZP 11 Map Amendment Fee: \$200

Paid on: 6-10-24 ZP: 179979 Case #: 21-11



1607 Farmville Rd Shelby



1714 Farmville Rd Shelby NC



1736 Farmville Road

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**2025 Schedules, Standards and Rules**

---

**Department:**

**Agenda Title:** 2025 Schedules, Standards and Rules

**Agenda Summary:** Sherry Lavender, Tax Assessor

**Proposed Action:**

---

**ATTACHMENTS:**

File Name

Description

No Attachments Available

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**City of Shelby Planning and Zoning Board (ETJ Representatives)**

---

**Department:**

**Agenda Title:** City of Shelby Planning and Zoning Board (ETJ Representatives)

**Agenda Summary:** Phyllis Nowlen, Clerk to the Board

**Proposed Action:**

---

**ATTACHMENTS:**

File Name

Description

No Attachments Available

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Gaston Community Action Board of Directors**

---

**Department:**

**Agenda Title:** Gaston Community Action Board of Directors

**Agenda Summary:** Phyllis Nowlen, Clerk to the Board

**Proposed Action:**

---

**ATTACHMENTS:**

File Name

Description

No Attachments Available



**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**Closed Session pursuant to North Carolina General Statute §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee**

---

**Department:**

**Agenda Title:** Closed Session pursuant to North Carolina General Statute §143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee

**Agenda Summary:** Kevin Gordon, Chairman

**Proposed Action:**

---

**ATTACHMENTS:**

File Name	Description
No Attachments Available	

**COUNTY OF CLEVELAND, NORTH CAROLINA**

**AGENDA ITEM SUMMARY**

---

**The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, October 15, 2024, at 6:00 pm in the Commissioners' Chambers.**

---

**Department:**

**Agenda Title:** The next meeting of the Cleveland County Board of Commissioners will be held on Tuesday, October 15, 2024, at 6:00 pm in the Commissioners' Chambers.

**Agenda Summary:**

**Proposed Action:**

---

**ATTACHMENTS:**

File Name

Description

No Attachments Available