

Meeting Minutes  
November 6, 2024

MINUTES OF MECKLENBURG COUNTY, NORTH CAROLINA  
BOARD OF COUNTY COMMISSIONERS

The Board of Commissioners of Mecklenburg County, North Carolina, met in Informal Session in the Meeting Chamber Conference Room CH-14 of the Charlotte-Mecklenburg Government Center located at 600 East Fourth Street, Charlotte, North Carolina at 5:23 p.m. and in Formal Session in the Meeting Chamber of the Charlotte-Mecklenburg Government Center at 6:05 p.m. on Tuesday, November 6, 2024.

ATTENDANCE

**Present:** Chair George Dunlap, Vice-Chair Mark Jerrell,  
and Commissioners Leigh Altman, Patricia “Pat” Cotham,  
Elaine Powell, Laura J Meier,  
and Susan Rodriguez-McDowell  
County Manager Dena R. Diorio  
County Attorney Tyrone C. Wade  
Clerk to the Board Kristine M. Smith  
Deputy Clerk to the Board Arlissa Eason

**Absent:** None

**-INFORMAL SESSION-**

**CALL TO ORDER**

*The meeting was called to order by Chair Dunlap, after which the matters below were addressed.*

**REMOVAL OF ITEMS FROM CONSENT**

The Board identified item(s) to be removed from Consent and voted upon separately. The items identified were Items:

- 24-0584** Commissioner Leake
- 24-0587** Commissioner Leake
- 24-0602** Commissioner Leake
- 24-0604** Commissioner Leake
- 24-0608** Commissioner Leake

**STAFF BRIEFINGS - NONE**

**24-0593                      CLOSED SESSION**

Motion was made by Commissioner Leake, seconded by Commissioner Griffin, and unanimously carried with Commissioners Altman, Cotham, Dunlap, Jerrell, Leake, Meier, Powell, Rodriguez-McDowell, and Scarborough voting yes, to go into Closed Session for the following purpose(s): Discuss Business Location and Expansion & Consult with Attorney.

*The Board went into Closed Session at 5:23 p.m. and came back into Open Session at 6:05 p.m.*

*The Board then proceeded to the Meeting Chamber for the remainder of the meeting.*

**-FORMAL SESSION-**

**CALL TO ORDER**

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*Chair Dunlap called this portion of the meeting to order, which was followed by introductions, invocation by Chair Dunlap, followed by the Pledge of Allegiance to the Flag; after which, the matters below were addressed.*

**AWARDS/RECOGNITION –**



**24-0525          JOINT PROCLAMATION DECLARING NOVEMBER 2024 HOMELESS AWARENESS MONTH  
(CHAIR DUNLAP)**

*Background: The Board of County Commissioners recognizes Homeless Awareness Month to raise awareness of the needs of homeless individuals and families in Mecklenburg County. The observance of this month serves as an opportunity to raise awareness about issues relating to housing insecurity and homelessness.*

Chair Dunlap read the proclamation.

Motion was made by Commissioner Leigh Altman, seconded by Commissioner Arthur Griffin, and unanimously carried, to adopt a joint Proclamation declaring November 2024 as “Homeless Awareness Month”.

Harper Ellis, Vice Chair of Homeless Services Network for Charlotte-Mecklenburg, accepted the proclamation and made remarks.



# City of Charlotte and Mecklenburg County

## JOINT PROCLAMATION

**WHEREAS**, the month of November welcomes in both a time of thanksgiving and a season for sharing our resources and our freedoms to worship, work, and live as independently as possible; and

**WHEREAS**, some members of our community cannot find adequate employment or a place to live for a variety of reasons, both simple and complex; and

**WHEREAS**, there are efforts to bring homeless children and adults out of the shadows of our abundance, to address the diverse needs among them as well as to correct systemic conditions that have led to their poverty and homelessness; and

**WHEREAS**, our current economic challenges call for greater awareness and guidance to address needs among all of our neighbors; and

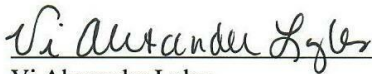
**WHEREAS**, The Homeless Services Network of Charlotte-Mecklenburg, its member organizations, and its public partners in the City of Charlotte and Mecklenburg County desire to dispel myths and overcome stereotypes of homelessness and to provide opportunities for all of our citizens to learn about the plight, the hopes, and the achievements of homeless neighbors of our community and to welcome them; we commit to work together to overcome systemic causes of homelessness:

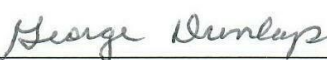
**NOW, THEREFORE, WE**, Vi Alexander Lyles, Mayor of Charlotte, and George Dunlap, Chair of the Mecklenburg County Board of Commissioners do hereby proclaim the month of November 2024 as

**“HOMELESSNESS AWARENESS MONTH”**

in Charlotte and Mecklenburg County and urge all of our citizens to honor this observance.

**WITNESS OUR HANDS** and Official Seals of the City of Charlotte and Mecklenburg County.

  
Vi Alexander Lyles  
Mayor

  
George Dunlap, Chair  
Mecklenburg County  
Board of Commissioners

**24-0606      NATIONAL ADOPTION AWARENESS MONTH (COMMISSIONER MEIER)**

*Background: In conjunction with the national observance of November as National Adoption Awareness Month, The Board is asked to adopt a proclamation to that effect in Mecklenburg County.*

Commissioner Meier read the proclamation.

Motion was made by Commissioner Leigh Altman, seconded by Commissioner Mark Jerrell, and unanimously carried, to adopt a joint Proclamation declaring November 2024 as “Homeless Awareness Month”.

Kim Henderson, Director of the Department of Child, Family, and Adult Services accepted the proclamation and made remarks.





**PUBLIC ART MOMENT – N/A**

**24-0594      PUBLIC APPEARANCE**

The following persons appeared to speak during the Public Appearance portion of the agenda:

- 1. Denesha Degraffenreid - Mental Health and Substance Issue
- 2. David Hannes - Steele Creek Fire Department
- 3. Stephanie Trull – loss of retiree benefits for dependents



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**APPOINTMENTS**

**24-0592        ARTS AND SCIENCE BOARD OF DIRECTORS**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried to approve Leslie Johnson, Deputy County Manager to serve as a member of the Arts & Science Board of Directors.

Motion was made by Commissioner Altman, seconded by Commissioner Griffin, and unanimously carried to nominate and appoint Angelia Grant to fill one (1) term, Northern Towns Representative slot.

Nominations were needed on the Arts & Science Board to fill four (4) terms. The following were nominated:

Commissioner Griffin nominated Patrick Diamond

Commissioner Leake nominated Shane Wilson

Commissioner Altman nominated Janna Harris, Marcie Kelso, Luis Tochiki and Liliana Wendorff.

The 6 nominations will be brought back at the next Regular Meeting for a vote.

**24-0599        Alternative Compliance Review Board**

Motion was made by Commissioner Altman, seconded by Commissioner Jerrell, and unanimously carried to nominate and appoint Kent Main to fill one (1) three-year term expiring November 31, 2027, on the Alternative Compliance Review Board.

**24-0600        Air Quality Commission**

Motion was made by Commissioner Altman, seconded by Commissioner Leake, and unanimously carried to nominate and appoint Ronald Ross to fill one (1) unexpired term expiring August 31, 2025, on the Air Quality Commission, Environmental slot.

**24-0601 Domestic Violence Advisory Committee**

Nominations and appointments were needed on the Domestic Violence Advisory Committee to fill one (1) unexpired term expiring April 30, 2027.

Commissioner Laura Meier nominated Ineabelle Cruz.

Commissioner Leigh Altman nominated Aquill Nicholson.

The two nominations will be brought back at the next Regular Meeting for a vote.

**PUBLIC HEARINGS – N/A**

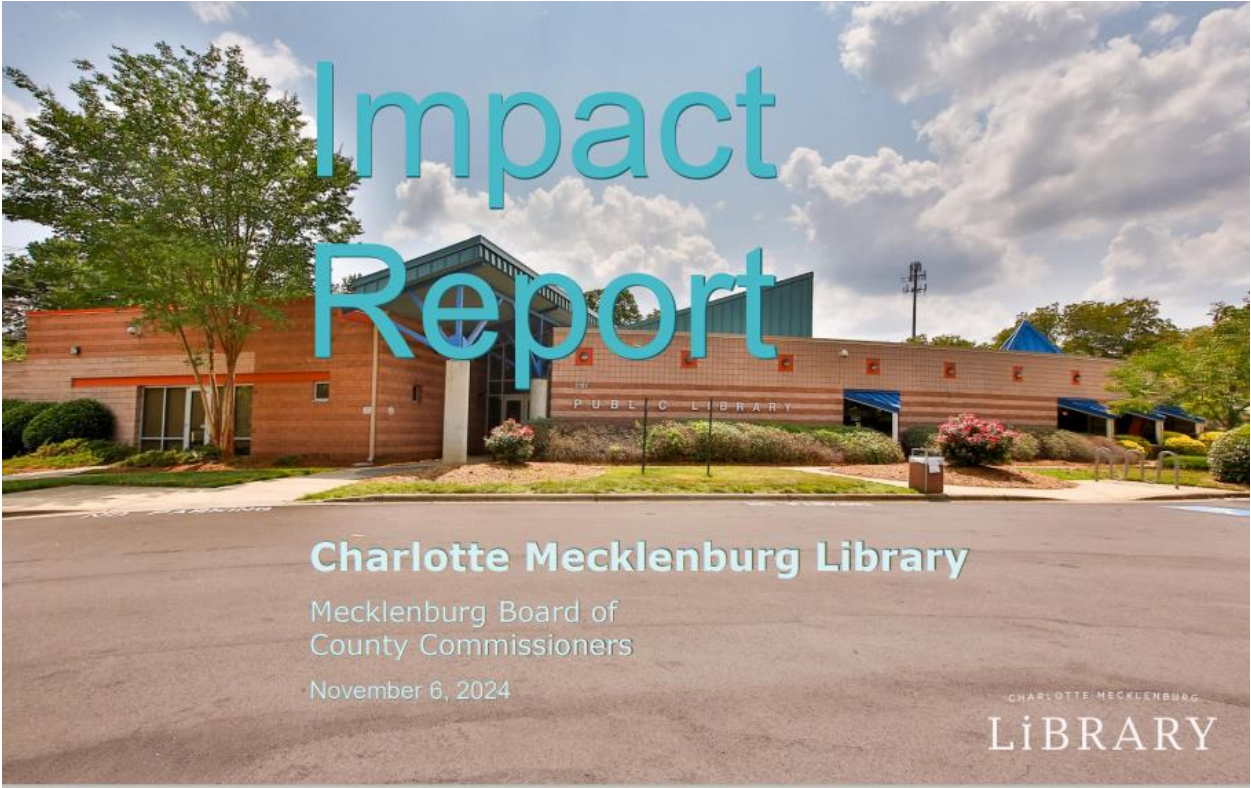
**ADVISORY COMMITTEE REPORTS**

**24-0589        Library Board of Trustees- Annual Report**

The Board received an annual report of the Library Board of Trustees.

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Charles Thomas, Chair of Charlotte-Mecklenburg Library Board of Trustees, gave the presentation.



Library Fast Facts

FY2024 Totals

8,675,973  
Total Circulation

656,783  
Wifi Usage

2,261,354  
Library Visitors

21  
Locations  
+ Library Administration Center

341,412  
Active Cardholders

487  
Library Employees

20,670  
Programs

\$53,792,130  
FY2024 Annual Budget





## Growing to improve lives

CHARLOTTE-MECKLENBURG  
LIBRARY

### NEW Chief Equity & Inclusion Officer



- Serve as the Library's representative regarding Mecklenburg County E&I efforts
- Develop/acquire training and development tools to aid the Library's E&I initiatives
- Lead efforts to address the work identified in the Library's Racial Equity Task Force report
- Identify opportunities to improve/enhance current Library operations, policies, and practices

CHARLOTTE-MECKLENBURG  
LIBRARY

### American Rescue Plan Act (ARPA)

- Additional outreach vehicle—Mobile Internet Lab (MiLa)
- Free hotspots for customer checkout
- Electronic resources and digital collections to serve high need populations
- Redesigned “DigiLit” (digital literacy) curriculum



CHARLOTTE-MECKLENBURG  
LIBRARY

## Partnering with the Community



**Expanding** our reach to  
build a stronger  
community



## University City Regional Library



Opening  
February 2025

UNIVERSITY CITY REGIONAL  
LIBRARY



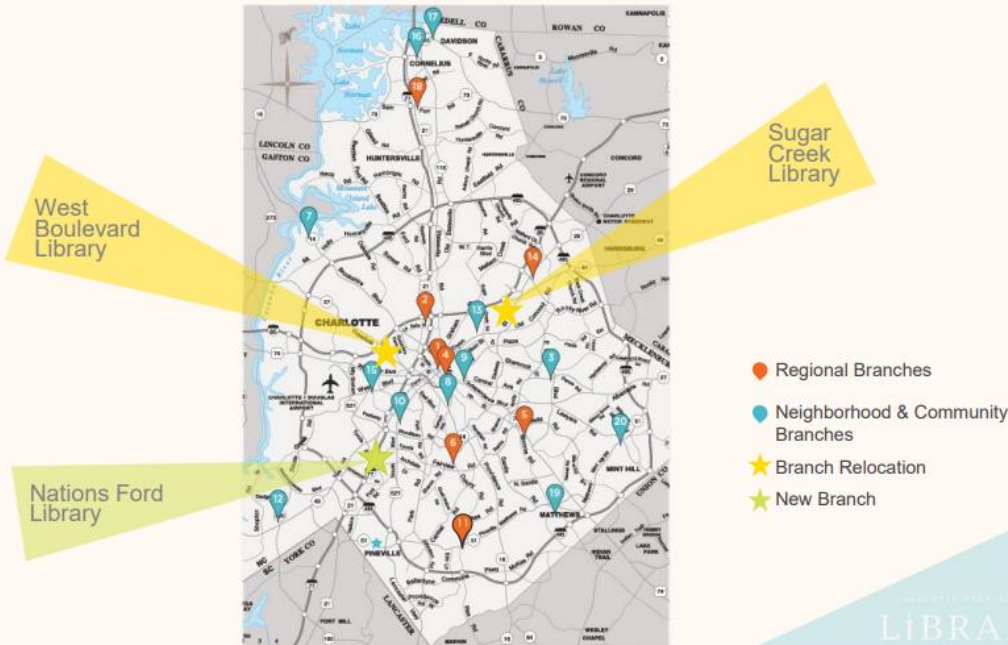
Construction  
October 2024

## New Main Library

Opening 2026



## Capital Improvement Plan



UNIVERSITY CITY REGIONAL  
LIBRARY



# CML Strategic Direction

## FY2026-2028

### New Main Library

Deliver Charlotte Mecklenburg Library's flagship location in Uptown Charlotte, a destination for local, regional, and national engagement.

### Prepare & Excel

Strengthen internal resources and capacity to support planned growth and ensure the sustainable impact of Charlotte Mecklenburg Library.

### Access & Welcome

Ensure the Library provides a welcoming environment and access to all it has to offer every member of the community.

### Learn & Engage

Create opportunities for engagement and growth, learning new skills and pursuing passions to build a stronger and more connected community.

## Charlotte Mecklenburg Library Board of Trustees



Charles Thomas  
Chair



Amy Hawn  
Nelson  
Vice Chair



Joe Helweg  
Immediate Past  
Chair



Ailen Arreaza  
Trustee



Peggy  
Brookhouse  
Trustee



Stacey Brown  
Trustee



Jon Buchan  
Trustee



Kimmerly Martin  
Trustee



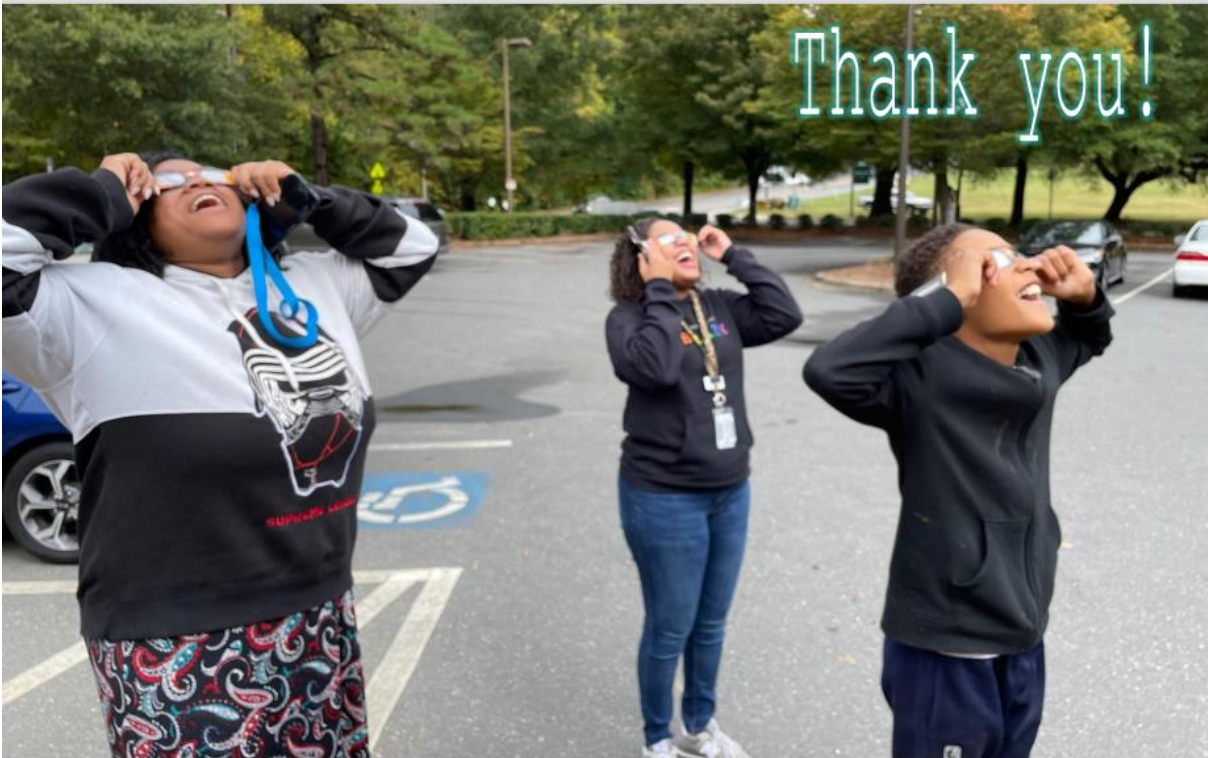
Tracy Montross  
Trustee



Preethi  
Srinivasan  
Trustee



Ricky Woods  
Trustee





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### Comments

Commissioner Meier thanked the presenter and asked for more information regarding the potential challenges with the construction of the New Main Library. *Marcellus "MT" Turner, Charlotte-Mecklenburg Library CEO and Chief Librarian said it would be their largest facility and location. He said due to the closure of New Main, they had to move some of their staff to other locations and would have to move them back eventually. He said building such a large facility and providing several more programs would require additional staff. He said several challenges were involved including increased maintenance, staff, security, and safety measures.*

Commissioner Meier asked how many staff would have to be hired. *Mr. Turner said they would fill several positions but didn't provide an exact number. He said to staff the building and provide the additional programs, they would need 8-10 staff members on the back of house and more staff for renovations, new buildings, and construction.*

Commissioner Leake thanked the presenters and said she was asked about the furnishings in front of the library on Beatty's Ford Road and said people were sleeping there and loitering. *Mr. Turner said the City of Charlotte created the Corridors of Opportunity and looked for opportunities to engage the community for place making spaces through the community engagement program. He said they were asked for something to be placed at their library which turned into a deck with seating. He said some of the incidents she was referring to was likely the homelessness in the County causing people to sleep there. He said they were trying to address the issues and monitor their locations and they could ask their security to visit the sites more often.*

Commissioner Leake said the community would still be displeased and needed a real solution. *Mr. Turner assured Commissioner Leake they would address the matter more vigorously.*

Commissioner Leake said she appreciated the new library signs and was impressed with Mr. Turner's work within the library.

Commissioner Cotham thanked the presenter and the board members, trustees, and advisors. She said there were several children at the Women's shelter, Center for Hope, and asked if their hot spot bus ever visited the facility and if they would consider bringing it and offering programs there. *Mr. Turner said the Homeless Services Agency said MoLi, the mobile library, visited that site and if they did not, they would add them to the rotation. He said MiLa, the mobile internet lab, could visit the facility as well and loan them hot spots.*

Commissioner Griffin thanked the presenter and asked if they would consider putting "Allegra Westbrook" on the Beatty's Ford side of the building, as he thought she was a cardinal of opportunity and gateways. *Mr. Turner said they would add the discussion of utilizing her name to the board's agenda and ensured her name was either on the building or somewhere inside.*

Commissioner Jerrell thanked the presenter and said he appreciated the focus on the crescent. He said he would like to understand what was happening on Hickory Grove as it seemed very active. He said they were doing a tremendous amount of work and appreciated the presentation, but it seemed like they had a strategic plan and asked when they would be able to speak of it in depth. He said it seemed like there was a lot to uncover. *Mr. Turner said they were only given one opportunity annually to present to the Board but if the Board invited them to come speak again, they would oblige. He said Hickory Grove was going very well and was very popular.*

Commissioner Altman thanked the presenter and asked if the library board could be put on the agenda when the commissioners go on retreat. She said they should discuss workforce development as well.

Chair Dunlap thanked the presenter and board. He said it was a good time for them to update the Board on what they were doing in-depth.

MANAGER’S REPORT

24-0627      MECKLENBURG-VORPOMMERN UPDATE

The Board received as information a report on the County delegation visit to Mecklenburg-Vorpommern.

*Background: In early October, Chairman Dunlap, Vice-Chair Jerrell, and County Manager Diorio visited Mecklenburg-Vorpommern Germany. The delegation was invited by officials from Mecklenburg-Vorpommern to celebrate the reunification of Germany. The report will highlight the activities during the visit.*

County Manager Diorio gave the presentation.



Report to the Board of County Commissioners  
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History

Mecklenburg County North Carolina and Mecklenburg-Vorpommern have had an historic partnership since 1994

After the Berlin Wall fell in 1989, Mecklenburg County and Mecklenburg-Vorpommern developed a relationship that has lasted thirty years

On January 19, 1994, the two governments signed a “Proclamation of Business and Cultural Friendship at the Schwerin Castle in Mecklenburg-Vorpommern

The partnership strengthens the business, cultural and educational bonds between the two regions

In 1996, the Board of County Commissioners allocated \$15,000 towards the renovation of Mirow Castle, the birthplace of Queen Charlotte.

The County funding was used to furnish the gatehouse with products and materials from North Carolina

Mecklenburg-Vorpommern has sent delegations to Mecklenburg County in 2014 and 2024 to celebrate the partnership



Parks Helms, County Commission Chair  
Steffie Schnoor, State Minister of Education & Culture



Trip Purpose

Chief of Protocol & In-Country Hosts

Germany consists of sixteen states, one of which is Mecklenburg-Vorpommern

The capital city is Schwerin

Each year on October 3<sup>rd</sup>, Germany celebrates its reunification

Each year the holiday is celebrated in a different state

In 2024, the holiday was celebrated in Mecklenburg-Vorpommern, 34 years after reunification

Mecklenburg County was invited to send a delegation to celebrate this important holiday



Catherine Hanson  
Chief of Protocol for Mecklenburg County and the City of Charlotte and the Chief of Protocol for the Consular Corps of North Carolina



Juliane Rinas & Lan Kraus-Hopp  
International Relations, European Affairs



Frauka Hilgemann  
Head of Department for Social Affairs and Integration

Rostock

Rostock is home to Rostock University is the oldest university in the Baltic Sea region and the 5<sup>th</sup> oldest university in Germany

Founded in 1419 by confirmation of Pope Martin V



Rector Elizabeth Prommer







Warnemunde is part of Rostock and is home to the Institute for Baltic Sea Research

Focuses on the Baltic Sea ecosystem

The Strandkorb was invented by Wilhelm Bartelmann in 1882

As a master basket weaver was commissioned to create beach chair for protection against sun and wind

There are now over 100,000 on coasts all over the world



## Schwerin

The capital city of Schwerin is the city of seven lakes and home to 100,000 people

Received designation as a UNESCO World Heritage Site in July 2024

Official activities included a service at Schwerin Cathedral and a program at the Mecklenburg State Theater

Dignitaries walked from the Cathedral to the Theater



Michael Manthey  
Mayor, Schwerin



Jason Chue  
US General Consul Hamburg



Olaf Scholz  
German Chancellor



Frank-Walter Steinmeier  
German President



## Schwerin

Schwerin Castle which houses the State Parliament  
The Chapel of Schwerin Castle



President Birgit Hesse  
&  
President Rainer Prachtl



Patrick Dahlemann  
Member of State Parliament  
Parliamentary State Secretary





Schwerin



Manuela Schwesig  
Minister-President



Reinhard Meyer  
Minister of Economics, Infrastructure,  
Tourism and Labor

Schwerin

Ukrainian  
and  
Polish Delegations



Mirow



Mirow is the birthplace of  
Queen Charlotte  
House of Mecklenburg-Strelitz



Dr. Susanne Bocher





Mirow



Mirow

Church of St. John



Munich



COMMENTS

Chair Dunlap said they thought of every commissioner who was serving on the Board and what they'd be interested in if they visited Germany so they took pictures of the churches for Commissioner Leake, the parks for Commissioner Powell, the art for Commissioner Rodriguez-



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McDowell, the light rail for Commissioner Altman, the housing for Commissioner Meier, and for Commissioner Cotham, they didn't they see any homeless because the homeless population was very scarce.

**DEPARTMENTAL DIRECTORS' MONTHLY REPORTS - N/A**

**STAFF REPORTS & REQUESTS – N/A**

**COUNTY COMMISSIONERS' REPORTS & REQUESTS**

**24-0624      Memorandum of Understanding**

A motion was made by Commissioner Altman, seconded by Commissioner Meier, and unanimously carried to remove 24 – 0624 Memorandum of Understanding from the agenda.

**24-0626      Selection of Executive Search Firm**

*Background: On October 29, 2024, The Board held a Special Meeting to hear presentations from three prospective executive recruitment firms that would be conducting the search for a new County Manager. Two firms were recommended for final consideration. The Board needs to make an official selection and authorize contract negotiations and execution with the selected firm or with the alternate if unable to execute with the primary with the goal of selecting a new County Manager for an April 1, 2025, hire date.*

Chair Dunlap said three firms were interviewed and the Board took what was essentially considered a straw vote. After the interviews, the Board selected the firm MGT and S Renée Narloch as the alternate.

A motion was made by Commissioner Altman, seconded by Commissioner Jerrell, and unanimously carried to authorize their Procurement Director and County Attorney to negotiate the terms and conditions of an agreement with MGT and develop a contract for execution and if unable to do so, they would negotiate with S. Renée Narloch.

**CORRECTION FOR THE RECORD**

Agenda Item #24-0583 Grant Application – Charlotte Regional Transportation Planning Organization was voted on and carried unanimously at the October 15, 2024, regular meeting however, there were errors related to the motion that need to be corrected: The CRPTO funding will be used to purchase and install 4 (not 6), Electric Vehicle Fast Chargers installed at 2 (not 3) locations across the County.

The motion was made by Commissioner Altman, seconded by Commissioner Meier, and unanimously carried to approve the motion with corrections.

**CONSENT ITEMS**

**Motion was made by Commissioner Meier, seconded by Commissioner Jerrell, and unanimously carried, to approve the following item(s):**

**24-0588      BUDGET AMENDMENT – TOWN OF CORNELIUS – SMITHVILLE**

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- 1) Recognize, receive, and appropriate State funding in the amount of \$500,000 for the Town of Cornelius Smithville Grant agreement to the General Grant Fund (G001).
- 2) Adopt the required grant project ordinance for Town of Cornelius Smithville Grant in the General Grant Fund (G001).

*Background: The Town of Cornelius will provide state grant funds to Mecklenburg County as sub-recipient. Mecklenburg County will provide funds to the Smithville Community Coalition for property acquisition/demolitions within the Smithville neighborhood, surveying and civil engineering activities, and contracted consultants to assist with the implementation of the Smithville Revitalization Plan.*

*Smithville Community Coalition will implement the Smithville Redevelopment Plan. The Smithville Redevelopment Plan’s only goal is to redevelop the Smithville neighborhood with affordable/workforce housing redevelopment. This will be accomplished by contracting a consultant project manager to implement the plan. The activities that the State’s redevelopment funds will focus on include acquiring property within the Smithville neighborhood and demolish houses that are in disrepair. The funds will also be used for surveying and civil engineering design that is associated with the Revitalization Plan.*

GRANT PROJECT ORDINANCE

**WHEREAS,** Mecklenburg County is applying and/or has been awarded a grant from the Town of Cornelius. The grant has been made available to Mecklenburg County under the Smithville Grant up to the amount of \$500,000; and

**WHEREAS,** the grant funds must be used to provide funds to the Smithville Community Coalition for property acquisition and demolitions within the neighborhood for revitalization plan.

**WHEREAS,** the Mecklenburg County Board of County Commissioners deems this activity to be a worthy and desirable undertaking;

**NOW, THEREFORE, PURSUANT TO N.C.G.S. 159-13.2, BE IT ORDAINED BY THE MECKLENBURG COUNTY BOARD OF COUNTY COMMISSIONERS that:**

Section 1. The project described in the Town of Cornelius grant application is hereby authorized to be undertaken for the duration of the grant.

Section 2. The County Manager is authorized to execute the grant agreement and other documents that are required or appropriated for the County to receive the Smithville Grant and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements by Town of Cornelius.

Section 3. The following revenues are anticipated for Mecklenburg County in the (list fund) to complete this project:

Town of Cornelius/Smithville Grant  
\$500,000

Section 4. The following \$500,000 is appropriated in the (list fund) to complete this project:

Town of Cornelius/Smithville Grant  
\$500,000

Adopted this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Clerk to the Board

**Ordinance recorded in full in Ordinance Book ---, Document #---**



NORTH CAROLINA  
MECKLENBURG COUNTY

SUBRECIPIENT GRANT AGREEMENT

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_ by and between **Mecklenburg County**, a political subdivision of the State of North Carolina, organized and existing under the laws of the State of North Carolina, whose address is 600 East Fourth Street, Charlotte, NC 28202, hereinafter referred to as the ("SUBRECIPIENT") and Town of Cornelius, hereinafter referred to as the ("TOWN"), whose address is 21445 Catawba Avenue, Cornelius, NC 28031.

WITNESS THAT:

**WHEREAS**, the TOWN has entered into an Agreement with the State to receive funds from the North Carolina Office of State Budget and Management (the "AGENCY") for purposes referenced in the Current Operations Appropriations act, Session Law (S.L) 2022-74 and as more particularly described in Appendix A attached hereto (the "State Funds"); and

**WHEREAS**, the TOWN, as ("RECIPIENT") has designated the above-named organization as a SUBRECIPIENT pursuant to 9 N.C.A.C. Subchapter 3M; and

**WHEREAS**, the TOWN and the SUBRECIPIENT have entered into this Agreement in order to provide the SUBRECIPIENT with funding for the purpose of administering the distribution of the State Funds to the Smithville CommUnity Coalition, a not for profit corporation authorized to do business in Mecklenburg County, NC, for those purposes more specifically described in Appendix A attached hereto and incorporated herein by reference.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

- 1) **USE OF STATE FUNDS**: The SUBRECIPIENT shall use State Funds for the projects or tasks listed in Appendix A and according to the schedule and within the budget outlined therein and in this Agreement.
- 2) **DURATION OF THE AGREEMENT**: The TOWN agrees to provide the SUBRECIPIENT, State Funds as described in this Agreement. This Agreement will remain in effect from the date of this Agreement until June 30, 2024. Subrecipient duties of record-keeping, monitoring, reporting and auditing continue thereafter as provided below.
- 3) **SCOPE OF SERVICES**: Project funds will be used for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2022-74. More specifically, SUBRECIPIENT shall use State Funds to support the Smithville Redevelopment Plan in the Town of Cornelius as implemented by the Smithville CommUnity Coalition, a North Carolina non-profit organization. The State Funds are to be used to reimburse the Smithville

CommUnity Coalition for the cost of engaging a Consultant Project Manager, acquiring property within the Smithville neighborhood, demolishing houses that are in disrepair within the Smithville neighborhood, for surveying and engineering design services associated with the Redevelopment Plan, and administrative expenses as more specifically set forth in Appendix A.

- 4) **SUBRECIPIENT** shall ensure:
- a) State 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 on 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) Timely submission of quarterly reports on financial and performance progress. This shall include financial and performance progress of the SUBRECIPIENTS and any Subgrantees.
  - e) Compliance with 9 N.C.A.C. Subchapter 3M.0205.
  - f) Pursuant to G.S. 143C-6-8 the SUBRECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to the 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.
- 5) **AMOUNT OF ASSISTANCE:** The TOWN shall make available to the SUBRECIPIENT, **FIVE HUNDRED THOUSAND DOLLARS AND 00/00 (\$500,000.00)** pursuant to this Agreement. Said funds shall be disbursed by the TOWN to the SUBRECIPIENT for performance of the services in a lump sum the later of 60 days after the Town’s receipt of the State Funds from the Agency or upon execution of this Agreement. Should the AGENCY fail to provide the State Funds to the TOWN for any reason or no reason, this Agreement shall be null and void.
- 6) **BUDGET:** The following is the budget for the for the SUBRECIPIENT, who will administer the State Funds. SUBRECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY. Minor adjustments to the use of funds will not require a formal contract amendment, provided these adjustments do not increase the total funding for contract activities. The determination of whether a change is minor is at the sole discretion of the TOWN or its designee.

SOURCES→ USES ↓	STATE Funds	IN-KIND/LOCAL MATCH	TOTAL
Consultant Project Manager	\$85,000	\$	\$85,000



Property Acquisition and Demolitions	\$150,600	\$	\$150,600
Surveying and Civil Design	\$189,400	\$	\$189,400
Building Permits	\$42,000	\$	\$42,000
Insurance related to Lead Pipe Removal	\$6,250	\$	\$6250
Office Costs	\$26,750	\$	\$26,750
<b>TOTAL</b>	<b>\$500,000</b>	<b>\$</b>	<b>\$500,000</b>

7) **OBLIGATIONS OF THE SUBRECIPIENT:**

- a) SUBRECIPIENT SHALL PROVIDE THE FOLLOWING DOCUMENTATION PRIOR TO RECIEPT OF STATE FUNDS:
  - i) Internal Revenue Service W-9 form (include address, Tax ID)
  - ii) Electronic Payment Form and Supporting Document
  - iii) Policy Addressing Conflicts of Interest
  - iv) Sworn Statement of no overdue tax debts
- b) SUBRECIPIENT shall comply with all applicable laws and regulations as outlined in NCGS §§ 143C-6-22 and 143C-6-23 and 9 N.C.A.C. Subchapter 3M and the requirements found in S.L 2022-74, Section 5.3 and 40.11 as well as all applicable lawful requirements of the State of North Carolina and the TOWN currently or hereafter in force.
- c) SUBRECIPIENT shall assume responsibility for managing the day-to-day administration of the State Funds to ensure compliance with program requirements and for taking appropriate action when performance problems arise. The SUBRECIPIENT shall spend its allocation of State Funds under this Agreement on eligible activities before June 30, 2024.
- d) SUBRECIPIENT shall be responsible for complying with the provisions of this Agreement even when SUBRECIPIENT designates a third party or parties to undertake all or any part of the scope of work. All third parties and subgrantees must have a written agreement containing the same provisions as required by this Agreement and approved in advance by the TOWN.
- e) If applicable, SUBRECIPIENT or third party designee shall notify the TOWN in writing of any changes in its 501 (c) (3) tax exempt status throughout the specified period of this Agreement, or any other material change to the nonprofit which alters the organization such that it no longer meets the definition of a SUBRECIPIENT as provided under North Carolina Law.
- f) SUBRECIPIENT agrees that funds paid through this Agreement shall be subject to the following:

**Meeting Minutes**  
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- i) Accounted for in a separate fund and accounting structure within the SUBRECIPIENTS'S central account and/or grant management system. This shall include accounting for interest earned on these funds.
- ii) 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.
- iii) 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.
- iv) If eligible, the RECIPIENT and all subrecipients shall:
  - (1) 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 NCGS 105-164.14; and
  - (2) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
- g) If State Funds are used to acquire real estate, the following deed restrictions shall be applied to the property:
  - i) Effective Period
    - (1) The covenants and restrictions shall run with and bind with the land for a term of forty-five (45) years from the date of purchase.
    - (2) This 45 year term will restart with each sale, transfer or conveyance of the Property.
  - ii) Residential Use of Property
    - (1) All lots purchased with State Funds shall be used for residential purposes only, and no structure shall be erected, placed or permitted to remain on any lot other than one single family dwelling and any other outbuilding or structure customarily incidental to such residential use.
    - (2) All lots purchased with State Funds must be used by the owner as the primary residence.
    - (3) No lot shall be used for advertising or conducting a business.
    - (4) No lot shall be used for the purpose of generating rental income.
  - iii) AMI Restrictions
    - (1) Provide homeownership opportunities for low to moderate income buyers who are currently excluded from benefitting from the economic mobility and opportunity for wealth building that comes with homeownership.
    - (2) Sales will be limited to buyers with income levels between 80% and 120% AMI as of the date of purchase.



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iv) Shared Appreciation

- (1) In the event the property is sold, refinanced or otherwise encumbered by Grantee within five (5) years from the date of the Deed recording, all of such appreciate in value shall be payable to the Town of Cornelius.
- (2) After five years from the date of recording of said Deed, Grantee shall be entitled to retain fifty percent of the Appreciation in Value.
- (3) The balance of the Appreciation in value shall be due and payable to the Town of Cornelius and any remaining proceeds of sale (after payment of the balance of mortgages or other liens on the property) shall be retained by Grantee or otherwise disbursed in accordance with applicable law.

v) Enforcement

- (1) Deed restrictions and covenants may be enforced by the Town of Cornelius.
- 
- h) The Service Period must be for costs incurred between the Effective Date of this Agreement and June 30, 2024 or the date upon which State Funds are expended, whichever is later. Costs incurred before or after the Service Period dates do not qualify for assistance.
  - i) Ensure that the STATE Funds do not supplant funds that have been budgeted for the same purpose through Federal sources.
  - j) Subrecipient shall produce records of expenditures upon request by the Town and participate to the fullest extent or as required by any future audit of the State Fund program.
  - k) In the event it is determined by the Town, or any other audit that the Subrecipient expended an amount of the STATE Funds in violation of the funding requirements of this Agreement, Subrecipient shall be required to return that amount of money to the Town.
  - l) If the Subrecipient receives an amount of funding from a federal, County or State government, or any insurance or other payments to cover expenses for which the Subrecipient received the Funds, the Subrecipient shall return that amount of Funds to the Town.
  - m) Ensure the STATE Funds are only used on eligible expenses as set forth herein.
  - n) Ensure that all costs incurred prior to the award date and ineligible costs are not submitted under this Contract.
  - o) Subrecipient shall keep records of all expenditures of the Funds sufficient to demonstrate that said expenditures were in accordance with state law and regulation for a period of five (5) years after the performance period, or longer as required under state guidelines.
  - p) Subrecipient must return unspent funding or unapproved expenditures to the Town within 30 days of the request or upon Agreement expiration.

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- q) Subrecipient must agree to evaluation and monitoring of compliance with statutes, regulations and terms and conditions of the award by allowing access to Subrecipient records and financial statements, invoices and backup documentation. Selected invoices will be audited and backup documentation must be provided.
- r) Subrecipient must take prompt action when instances of noncompliance are identified.
- s) Subrecipient must take reasonable measures to safeguard sensitive information consistent with applicable federal, state and local laws.

**8) RECORDS AND REPORTS:**

- a) SUBRECIPIENT agrees to keep the following records:
  - i) Adequate documentation to support costs and expenses reimbursed by State Funds;
  - ii) Records detailing procurement procedures followed by SUBRECIPIENT;
  - iii) Any other records as the TOWN may reasonably require.
- b) SUBRECIPIENT shall maintain and make available at reasonable times and places all records, information and reports necessary to assist the Town in meeting its internal and state mandated record keeping and reporting requirements.. Such records and accounts shall include all property, personnel, and financial records the Town and State agencies deem necessary to assure a proper accounting for all STATE Funds.
- c) SUBRECIPIENT shall provide the Town with information necessary for it to complete its quarterly financial and performance reporting as required by the Agency. This shall include:
  - i) Certification that funds received or held were used for the intended purpose.
  - ii) Provide an accounting for funds received, interest earned and funds expended.
  - iii) Provide activities, accomplishments, and performance measures.
  - iv) Provide a list of employees and amount of State Funds used for the employee's annual salary.
  - v) Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- d) SUBRECIPIENT shall provide to the Town, an annual audit report or year-end financial statements due no later than six months after the SUBRECIPIENT'S year-end.
- e) SUBRECIPIENT shall keep all documents used to determine their status as a SUBRECIPIENT current and available for inspection by the Town for the duration of this Agreement.



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f) SUBRECIPIENT shall provide any duly authorized representative of the TOWN or AGENCY, at all reasonable times, access to and the right to inspect, copy, monitor and examine all of the books, papers, records, and other documents relating to the State Funds and the fulfillment of this Agreement for a period of three years following the completion of all closeout procedures.

g) SUBRECIPIENT will submit to the Town a complete performance and expenditure status report (final quarterly report) within sixty (60) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the Town at this Time. SUBRECIPIENT will be deemed noncompliant if its final report is not submitted within the 60 day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the TOWN, the SUBRECIPIENT will receive official notification of agreement close-out. The letter will inform the SUBRECIPIENT that the TOWN 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.

9) **MONITORING AND AUDITING:**

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

10) **CONFLICT OF INTEREST:**

No employee, agent, consultant, officer, elected official or appointed official of Mecklenburg County who has responsibilities related to the State Funds or access to "inside" information concerning said program shall obtain a financial benefit or interest from any State Funds funded activity for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

SUBRECIPIENT shall make a good faith effort to assure that this provision is not violated, and that any suspected violations are promptly reported to the Town.

11) **DEFAULT**

a) It is expressly agreed and understood that SUBRECIPIENT's designation as a subrecipient shall become null and void, at the TOWN's option, in the event SUBRECIPIENT fails to meet any one or more of the criteria for subrecipient designation.



- 
- b) The TOWN shall notify SUBRECIPIENT in writing of any such default under this Agreement.
  - c) SUBRECIPIENT shall have sixty (60) days after receipt of the written notice of default within which to cure such default.
  - d) SUBRECIPIENT agrees to repay, remit or return to the TOWN any amount of unspent State Funds provided to the SUBRECIPIENT in the event of a default under the terms of this Agreement.
  - e) SUBRECIPIENT agrees to repay, remit or return to the TOWN any amount of remaining State Funds provided under this Agreement, if the TOWN determines that the SUBRECIPIENT does not have the capacity to carry out the activities funded by the State Funds on schedule or in a timely manner. The TOWN shall provide a written determination of its finding to the SUBRECIPIENT ten (10) days prior to the request to remit, return or repay the State Funds.

**12) SUSPENSION OR TERMINATION:**

- a) The TOWN may suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein or announced by The Agency.
- b) In the event there is probable cause to believe SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the TOWN may withhold said State Funds until such time as SUBRECIPIENT is found to be in compliance by the TOWN or is otherwise determined to be in compliance.
- c) The TOWN shall advise SUBRECIPIENT in writing what action(s) must be taken for resumption of payments.

**13) INSURANCE:**

- a) SUBRECIPIENT's chief fiscal officer or insurer shall provide the TOWN with a Certificate of Insurance or statement of self-insurance assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity bond, moneys and securities or a crime policy in an amount consistent with sound fiscal practice and with the coverage deemed necessary by the TOWN for its own employees.
- b) Required Insurances
  - i) Automobile Liability
  - ii) Commercial General Liability

- 
- iii) Worker's Compensation and Service Providers Liability - State Statutory Requirements
  - iv) Crime Fidelity Bond

**14) LIABILITY OF TOWN:**

- a) Work to be performed as provided herein shall be done by the Subrecipient as an independent contractor. The TOWN shall not be liable for claims for damages or losses arising out of the performance of this Agreement by the Subrecipient, its sub-contractors or agents.

**15) HOLD HARMLESS:**

- a) The TOWN shall not be liable for any claims, actions, suits and judgments whatsoever arising out of the acts, performance or nonperformance of SUBRECIPIENT or employees of subrecipient.
- b) SUBRECIPIENT shall hold harmless, defend and indemnify the TOWN, its officers, and employees from all claims, actions, suits, charges, and judgments under this Agreement resulting from the negligent performance or nonperformance of SUBRECIPIENT..

**16) AMENDMENTS:**

- a) The TOWN or SUBRECIPIENT may mutually amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing and signed by a duly authorized representative of both organizations.
- b) Such agreements shall not invalidate this Agreement, nor relieve or release the TOWN or SUBRECIPIENT from its obligations under this Agreement.
- c) The TOWN may at its discretion, amend this Agreement to conform with Federal, State or local government guidelines, policies and available funding amounts, or for other reasons.

**17) CIVIL RIGHTS:**

- a) Compliance: The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- b) Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease,



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or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the TOWN and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- c) Section 504: The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The TOWN shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- d) Access to Records: The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the TOWN or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- e) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) SUBRECIPIENT will not discriminate against or limit services to any person applying for such public services on the basis of race, color national origin, sex, age, disability or, religion.
- g) Religious Activities: SUBRECIPIENT will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

**18) MISCELLANEOUS PROVISIONS:**

- a) The singular of any term used in this agreement shall include the plural, and the masculine shall include the feminine, and vice versa.
- b) Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, return receipt request and mailed to the Party involved at the address and to the attention of the person set forth below, or to such other person or address as said Party may provide in writing from time to time. Any such notice mailed to such

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address shall be effective upon the date received as shown by the returned receipt or otherwise:

The SUBRECIPIENT: Mecklenburg  
County  
Dena Diorio, County Manager  
Mecklenburg County  
600 East Fourth Street  
Charlotte, NC 28202

TOWN (RECIPIENT): Town of  
Cornelius  
Andrew Grant, Town Manager  
21445 Catawba Avenue  
Cornelius, NC 28031

IN WITNESS WHEREOF, Town of Cornelius and SUBRECIPIENT have caused this Subrecipient Grant Agreement to be duly executed all as of the day and year first above written.

TOWN: Town of Cornelius

BY:

Andrew Grant, Town Manager

8-14-23

Date

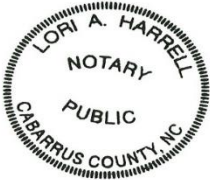
NORTH CAROLINA, Mecklenburg County. I, a Notary Public of the County and State aforesaid, certify that Andrew Grant, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14th day of August, 2023. My Commission expires: 1-25-24.

Lori A. Harrell  
Notary Public

8-14-23

Date

SEAL-STAMP



Signatures continued on next page



SUBRECIPIENT: Mecklenburg County

BY: Dena R. Diorio  
Dena Diorio, County Manager

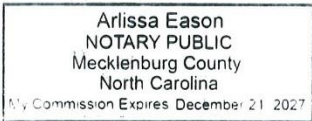
8/31/2023  
Date

NORTH CAROLINA, Mecklenburg County. I, a Notary Public of the County and State aforesaid, certify that Dena Diorio, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 6th day of September, 2023. My Commission expires: December 21, 2027.

Arlissa Eason  
Notary Public

8/31/23  
Date

SEAL-STAMP



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Appendix A

North Carolina Office of State Budget and Management

Contract # 11921

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Town of Cornelius  
(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, 2022, through June 30, 2024. 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.) 2022-74. 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. 2022-74. (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 \$500,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

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

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. 2022-74, Section 5.3; and 40.11.

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.



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- 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 2022-74 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.

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- 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.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: <u>Tyler Beardsley</u>	Cole Jordan NC Office of State Budget and Management 116 West Jones Street, 5 <sup>th</sup> Floor Raleigh, NC 27603
Email: <u>tbeardsley@cornelius.org</u>	
Direct Phone: <u>704-746-4962</u>	Direct Phone: 984-236-0633
Fiscal year end MONTH: <u>June</u>	Email: <u>NCGrants@osbm.nc.gov</u>



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#### **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.

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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

DocuSigned by:  Signature	5/22/2023 Date
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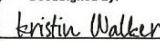
Andrew Grant Printed Name	Town Manager Title
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NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:  
  
Signature

5/22/2023  
Date

Kristin Walker  
Printed Name

State Budget Director  
Title

Appendix A  
Scope of Work, Sub-Grants, and Annual Budget

As part of this grant agreement, you are required to provide a description of how you will spend the grant funds in compliance with the specific purpose as stated in the Appropriations Act ("Scope of Work"). You are also required to submit information related to any potential sub-grants and a budget for the grant funds. Please attach additional sheets as necessary.

1. Organization: Town of Cornelius

2. Grant ID: 11921

3. Scope of Work, Objectives, Results, Performance Measures:

Recipient shall detail below how the organization will spend the grant funds in compliance with the specific purpose(s) as stated in the Appropriations Act. The description should include objectives to be achieved, expected results and performance measures. The description should also include anticipated timing of those objectives, expected results and any services provided.

Objective(s):	Town will provide state grant funds to Mecklenburg County as sub-recipient. Mecklenburg County will provide funds to the Smithville Community Coalition for: -property acquisition/demolitions within the Smithville neighborhood, -surveying and civil engineering activities, and -contracted consultants to assist with the implementation of the Smithville Revitalization Plan
Expected Results:	Smithville Community Coalition will implement the Smithville Redevelopment Plan. The Smithville Redevelopment Plan's only goal is redevelop the Smithville neighborhood with affordable/workforce housing redevelopment. This will be accomplished by hiring a Consultant Project Manager to implement the plan. The activities that the State's redevelopment funds will focus on include acquiring property within the Smithville neighborhood and demolish houses that are in disrepair. The funds will also be used for surveying and civil engineering design that is associated with the Revitalization Plan.  At completion of the project, the Smithville neighborhood will have improved infrastructure and affordable housing options that range from single family homes to multifamily dwellings.
Performance Measure(s):	1) Hire Project Manager consultant for Implementing Smithville Revitalization Plan - February 2023. 2) Property acquisition/demotions January 2023 to December 2024. 3) Surveying and Civil Engineering Design February 2023 to December 2024. 4) Administrative Expenses February 2023 to December 2024.

<b>4. Sub-grants:</b>		
a. Does the Recipient anticipate that it will sub-grant or pass down any funds to another organization?		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If yes, answer the following:		
b. Name of Sub-recipient	c. Program Name	d. Amount to Sub-recipient
Mecklenburg County	Affordable Housing Program	\$500,000


<b>5. Budget:</b>
Below are general expenditure descriptions that can serve as a <b>guide</b> for preparing the organization's budget related to the grant award. Please provide a breakdown of estimated expenses for each category below or as an attachment.

The following budget is for the time period beginning ( Dec. 2022 ) and ending ( Dec. 2024 ).

EXPENDITURE DESCRIPTION	AMOUNT
Employee Expenses (e.g. program related staffing).	
Services and Contract Expenses (e.g. utilities, telephone, data, lease related expenses)	
Goods (e.g. supplies and equipment) Expenses	
Administration Expenses (e.g. overhead & project management)	\$160,000
Other Expenses (e.g. related charges not assigned above and described by recipient)	\$340,000
Total Beginning Balance of the Project Fund	

Provide a breakdown of estimated expenses for each category below or as an attachment.
\$85,000 Consultant Project Manager working on implementation of Smithville Revitalization Plan. \$150,600 Property Acquisition and demolitions \$189,400 Surveying and Civil Design \$75,000 Administrative Expenses (\$42,000 for building permits (\$1,000 per permit, 42 units), \$6250 Insurance related to lead pipe removal, and \$26,750 office costs (furniture, computer hardware & software, office supplies, etc.))

Please note, you will sign off on this appendix as part of executing the Grant Agreement (Contract).

Andrew Grant	Town Manager
Printed Name	Title
	1/17/2023
Signature	Date



AMENDMENT TO SUBRECIPIENT AGREEMENT

This Amendment to Subrecipient Agreement ("Amendment") is made and entered into this 4<sup>th</sup> day of September 2024 by and between **Mecklenburg County**, a political subdivision of the State of North Carolina, organized and existing under the laws of the State of North Carolina, whose address is 600 East Fourth Street, Charlotte, NC 28202, hereinafter referred to as the ("SUBRECIPIENT") and **Town of Cornelius**, hereinafter referred to as the ("TOWN"), whose address is 21445 Catawba Avenue, Cornelius, NC 28031.

WITNESS THAT:

**WHEREAS**, the TOWN has entered into an Agreement with the State ("Recipient Agreement") to receive funds from the North Carolina Office of State Budget and Management (the "AGENCY") for purposes referenced in the Current Operations Appropriations act, Session Law (S.L) 2022-74 and as more particularly described in the Recipient Agreement; and

**WHEREAS**, the TOWN and SUBRECIPIENT entered into a Subrecipient Agreement dated August 31, 2023 (the "Subrecipient Agreement");

**WHEREAS**, the TOWN and the State have amended the Recipient Agreement to extend the period of performance through June 30, 2029.

**WHEREAS**, the TOWN and the SUBRECIPIENT accordingly desire to amend the Subrecipient Agreement to extend the dates of performance through June 30, 2029

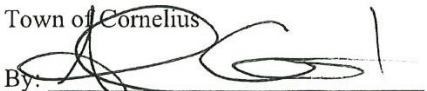
**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

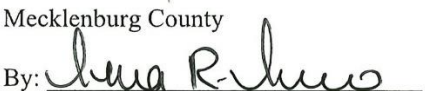
- 1. Section 2 of the Subrecipient Agreement is hereby amended and restated as follows:

**DURATION OF THE AGREEMENT:** The TOWN agrees to provide the SUBRECIPIENT, State Funds as described in this Agreement. This Agreement will remain in effect from the date of this Agreement until June 30, 2029. Subrecipient duties of record-keeping, monitoring, reporting and auditing continue thereafter as provided below.

- 2. All other terms and conditions set forth in the original Agreement shall remain in effect for the duration of this Agreement.

**IN WITNESS WHEREOF**, Town of Cornelius and SUBRECIPIENT have caused this Amendment to be duly executed all as of the day and year first above written.

Town of Cornelius  
By:   
Its: Town Manager

Mecklenburg County  
By:   
Its: County Manager

Recorded in full in Ordinance Book ---, Document #---.

24-0597 CONSTRUCTION CONTRACT – MONROE ROAD RECYCLE PARK

- 1) Award a construction contract to AVM Contractors, LLC., in the amount of \$4,814,422.05.
- 2) Amend the FY2025 Solid Waste Capital Ordinance to appropriate an additional \$800,000 to the Monroe Road Land Improvement project.

*Background: This contract is for the construction of the Monroe Road Recycle Park, 5715 Monroe Road, Charlotte, NC 28212. The construction consists of a recycle center and*

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accompanying buildings and facilities for a staffed facility. The park also includes a large shade structure, an open play area, boardwalks over creeks, a parking lot, trails and play equipment.

MECKLENBURG COUNTY, NORTH CAROLINA

FY 2025 AUTHORIZATION SOLID WASTE

CAPITAL PROJECT ORDINANCE

The following ordinance was offered by Commissioner \_\_\_\_\_ who moved its adoption:

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MECKLENBURG COUNTY, NORTH CAROLINA, ON THE 4th DAY OF JUNE 2024 AND AMENDED THIS THE 6th DAY OF NOVEMBER 2024:

Section I.

That for the purpose of providing funds, together with any other available funds, for the following projects:

See Attachment A

Including the acquisition and construction of new facilities, the improvement and expansion of existing facilities and the acquisition and installation of furnishings and equipment and the acquisition of interests in real property required therefor, in order to provide additional facilities in said County, \$113,746,546 is hereby appropriated.

Section II.

That it is estimated that the revenues will be available during the construction period to meet the appropriations in Section I, as set forth in the following schedule:

Proceeds from Sale of Bonds, Grants, Operating Transfers, Enterprise Fund Fees and Charges, and Other County Funds:

2025-2029 Fiscal Years    \$113,746,546

These will be the maximum amounts of cash available to pay project expenses per fiscal year unless the Director of Finance determines that an additional amount of cash can be made available during a fiscal year or years.

Section III.

That the Director of Finance is authorized from time to time to transfer as a loan from the General Fund or unspent bond proceeds in the Capital Projects Funds, cash in an amount necessary to meet obligations until such time as permanent financing, if any, is arranged at which time repayment, if required, will be made: and the Director of Finance is authorized to sign the Declaration of Official Intent to Reimburse Expenditures as required by Internal Revenue Service regulations.

The motion to adopt the foregoing ordinance was seconded by Commissioner \_\_\_\_\_ and adopted by the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved As To Form: \_\_\_\_\_

County Attorney

Ordinance recorded in full in Ordinance Book ---, Document #---.

24-0607                    VOLUNTARY BUYOUT AND RETROFIT GRANT PROGRAM FOR VICTIMS OF  
TROPICAL STORM

Approve the concept of a Voluntary Buyout and RetroFIT Grant Program for Floodplain Structures that sustained flood damage from Tropical Storm Helene on September 25 and thereafter;

Adopt the Resolution for establishing the Eligibility Criteria, Program Guidelines, Buyout Processes, and Retrofit Grant Processes.

Background: During Tropical Storm Helene, which occurred in the days prior to September 25, 2024, areas of the Catawba river basin received up to 20 inches of rain. Floodwater on Mountain Island Lake (MIL) and river levels directly downstream of the MIL dam exceeded the mapped ‘100-year’ floodplain. About 170 homes/dwellings were impacted by floodwaters. Staff estimate there are approximately 46 homes that are “substantially damaged” and therefore can’t be repaired back to pre-flood condition. Mitigating during the recovery process is the most effective way to reduce future flood damage.



## **Meeting Minutes**

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*In four major flooding events (July 2003, September 2008, September 2011, and June 2019), the Mecklenburg Board of County Commissioners (BOCC) previously authorized Mecklenburg County Storm Water Services (MCSWS) to utilize Storm Water available revenue to implement “Quick Buy” programs. The concept was to voluntarily acquire flood prone homes before substantial repairs began. The Quick Buy program has proven effective in not only reducing future flood losses, but also providing the property owners an option to consider during the recovery.*

*Currently, the Storm Water Capital Fund has appropriated yet un-obligated funds in excess of \$14M for flood mitigation. Storm water intends to allocate \$8.5M of this fund to the program described in the Resolution. Based upon damage assessments and initial feedback from residents, staff developed guidelines for a voluntary buyout and retroFIT grant program as described in the attached Resolution. Approximately 40-50 homes could be considered for voluntary buyout or RetroFIT grant to mitigate their home as part of the repair process.*

*MCSWS expects voluntary buyouts to occur within 1-6 months, and retroFIT grant projects to elevate or demolish homes could take 12-24 months. Eligible retroFIT grants could be submitted to the Charlotte-Mecklenburg Storm Water Advisory Committee (SWAC) for approval as early as the November 21st meeting. Consistent with NCGS 153A-274.1 and the retroFIT Program Policy document adopted by the Board in August 2015, the SWAC has the authority to review and approve retroFIT grant applications.*

**MECKLENBURG COUNTY RESOLUTION ADOPTING GUIDELINES  
FOR A VOLUNTARY BUYOUT AND RETROFIT GRANT PROGRAM  
FOR FLOODPLAIN STRUCTURES THAT SUSTAINED FLOOD  
DAMAGE FROM TROPICAL STORM HELENE ON SEPTEMBER 25,  
2024 OR AFTER.**

**WHEREAS**, on December 3, 1997, the Mecklenburg County Board of Commissioners adopted the Mecklenburg County Floodplain Management Guidance Document designed to accomplish two objectives: 1) to prevent or reduce the loss of life, disruption of services and damage caused by floods and 2) to preserve and restore the natural and beneficial functions of the floodplain; and

**WHEREAS**, since adoption of the Floodplain Management Guidance Document, Mecklenburg County Storm Water Services (MCSWS) has removed over 475 buildings from floodplains using a combination of State, Federal and Local funding, and provided over 30 ~~retroFIT~~ grants to homeowners to implement floodproofing projects; and

**WHEREAS**, on September 25, 2024, and following, approximately 170 structures located in the Catawba River floodplain were impacted by flooding that exceeded the Community Floodplain Elevations, some of which were carried away by floodwaters; and

**WHEREAS**, these damaged structures continue to pose a risk of loss of life, disruption of services, and subject to future flood damage; and

**WHEREAS**, State and Federal Hazard Mitigation Grant Program funding for buyouts and raised elevations may become available for some properties as a result of the federally declared disaster, but may take 2-4 years to realize; and

**WHEREAS**, the following **ELIGIBILITY CRITERIA**, **GUIDELINES**, and **BUYOUT & RETROFIT GRANT PROCESS**, which are similar to processes adopted by Mecklenburg Board of County Commissioners after floods in 2003, 2008, 2011, and 2019, are necessary for the **VOLUNTARY BUYOUT AND RETROFIT GRANT PROGRAM**.

**ELIGIBILITY CRITERIA**

Single-family residential structures in the special flood hazard area that were damaged from flood waters beginning September 25, 2024, and ongoing, will be considered under this PROGRAM if the following criteria are met:

For Voluntary Buyouts:

- The structure is Substantially Damaged (requiring compliance with Floodplain Regulations) as determined by the Floodplain Administrator.

For ~~retroFIT~~ grants to elevate or demolish homes:



(excluding value of any finished living space that is in violation of Floodplain Regulations); minus the Actual Cash Value Loss (i.e. depreciated damages) as listed on the Flood Insurance Claim. Offer will not be less than the tax value of the land plus 7%. The property owner must agree to file an Increase Cost of Compliance claim on their Flood Insurance and assign it to Mecklenburg County prior to closing.

(d) For all properties:

- i) there will be no credit added to the offer amount for any post-flood repairs to the structure. However, all property owners retain the right to remove improvements made to the property after the date of the flood (i.e. HVAC equipment, ductwork, cabinets, flooring, etc.), which will not result in any deduction from the purchase price.
- ii) owners meeting Housing and Urban Development Low to Moderate Income standards (LMI), are entitled to a "replacement dwelling payment" if they purchase another property outside the floodplain in Mecklenburg County within 6 months of the buyout. Incidental expenses (i.e. closing costs, lender fees, inspections, transfer taxes, etc.), will be reimbursed and must be documented. Legal occupants are entitled to a "moving payment" to cover costs associated with relocating to a new dwelling. Moving expenses will be reimbursed from receipts or based on the fixed moving payment schedule referenced in the Uniform Relocation Act. The total amount of these two payments is not to exceed 3% of the pre-flood value.
- iii) no offer shall exceed the September 24, 2024 tax value of the property plus 7% or fair market value minus any federal insurance or Individual Assistance payments for structural damage or repairs.

#### **RETROFIT GRANT PROCESS**

Mecklenburg County will use the following criteria to determine funding for retroFIT grants to an eligible homeowner:

- retroFIT grants must be for elevations or house demolition only.
- The structure must be built to an elevation to be determined by MCSWS.
- The maximum grant amount for an elevation project will not exceed 75% of either the building tax value or the building value as of September 24, 2024 (or within the proceeding 6-months) determined by a licensed appraiser using Cost Approach Method (excluding value of any finished living space that is in violation of Floodplain Regulations).

#### **NOW THEREFORE, BE IT RESOLVED**

The Mecklenburg Board of County Commissioners hereby adopts the **ELIGIBILITY CRITERIA, PROGRAM GUIDELINES, BUYOUT PROCESSES, AND RETROFIT GRANT PROCESS** to establish guidelines for a Voluntary Buyout And Retrofit Grant Program For Floodplain Structures that sustained flood damage from Tropical Storm Helene on September 25, 2024 or thereafter; and this **BUYOUT PROCESS** will be used to present offers to eligible homeowners, and this **RETROFIT GRANT PROCESS** will be used to present property owners grants to the Storm Water Advisory Committee for approval.

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ADOPTED the 6<sup>th</sup> day of November, 2024

Approved as to form:

\_\_\_\_\_  
County Attorney

**CERTIFICATION**

I, Kristine Smith, Clerk of the Board of Commissioners of Mecklenburg County, DO  
HEREBY CERTIFY that the foregoing is a true and exact copy of a resolution adopted by the  
Board of Commissioners, in regular session convened on the 6<sup>th</sup> day of November, 2024.

WITNESS my hand and the seal of the County of Mecklenburg, North Carolina, this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Kristine Smith, Clerk to the Board

**24-0612      DEPARTMENT OF COMMUNITY RESOURCES (DCR): ENERGY PROGRAM  
OUTREACH PLAN**

Approve the FY2025 Energy Outreach Plan

*Background: NC Department of Health & Human Services (NCDHHS) requires approval for the Crisis Intervention Program (CIP) and Low-Income Energy Assistance Program (LIEAP) outreach plan. This plan is a framework to assure that eligible households are made aware of the assistance available through these programs.*

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Mecklenburg County Department of Social Services/Human Services

ENERGY PROGRAMS OUTREACH PLAN

The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program that is comprised of three different programs - Crisis Intervention Program (CIP), Low Income Energy Assistance Program (LIEAP) and Weatherization. There are also non-Federal Crisis Intervention Programs – Share the Light, Share the Warmth, Wake Electric Round Up, and Helping Each Member Cope.

To maximize the success of this program, outreach to county residents through key community partner stakeholders, each county department of social services is required to develop and implement an Energy Program Outreach Plan (EPOP). This plan is a framework to assure that eligible households are made aware of the assistance available through these programs.

The county director and/or his/her designee is required to develop the EPOP, which addresses outreach and application activities related to the Energy Programs. The Outreach Plan is due to be delivered to North Carolina Department of Health and Human Services (NCDHHS) by July 31, 2024.

Each county must form an outreach planning committee that creates the opportunity for county level collaboration to discuss and plan how to effectively reach county residents to inform them of the services provided by the energy programs. The committee should meet at least twice yearly; September for outreach planning related to LIEAP and April to review the outcomes related to LIEAP and to plan for outreach activities for summer weather. Energy Assistance Outreach Plan

Answer all questions below. Address CIP, non-Federal CIP, and LIEAP where appropriate:

COMMITTEE MEMBERSHIP

The Director of Social Services should engage a number of various community partners such as Vendors, Housing Authority, Public Libraries, Public School System/Local Colleges/Head Start, Legal Services, Meals on Wheels, Media, Public Health/Health Centers, Child Support Agencies, Churches, Food Banks, Councils on Aging/Senior Centers, Community based Indian organizations, Volunteer Programs, Vocational Rehabilitation Offices, and Transportation, services, etc.

1. Provide a list of committee members and their agencies.

Ada Jenkins Center	• Charlotte Family Housing	• Meck Pre-K
Alternative Living Solutions	• CMC Elizabeth Family Medicine	• Metrolina Assn. for the Blind
Amara Wellness	• Communities in Schools	• NC Care 360
Atrium Health	• Community Support Services	• OneCare Behavioral Health System
Arc of NC	• Prevention & Intervention Services	• Piedmont Health Services and Sickle Cell
Bethlehem Center Head Start	• Davita Dialysis	• Pride in North Carolina
Bradley-Reid Corporation	• Day by Day Family Services	• Progressive Recovery Resources
Camino Community Center	• DSI Dialysis	• Promise Resource Network
Care Ring	• Family Endeavors	• Quality Home Care Svcs
Carolina Family Alliance	• Family First Community Services	• RAIN
Carolina Therapeutic Services 1 <sup>st</sup>	• Family Innovations	• Renaissance West Community Initiative
Carolina Refugee Resettlement Agency	• Fresenius Kidney Care	• Roof Above
Carolinas Care Partnership	• Gracemar Services	• Salvation Army Women's Shelter Ctr of Hope
Catholic Social Services	• Heavenly Hands Family Services	• Smart Start
Central Piedmont Community College	• HomeCare for the Carolinas	• Symmetry Behavioral Health
Community Care Partner of Greater Mecklenburg	• Innervision, Inc	• The Relatives
Center for Community Transitions	• Inlivian	• Thompson Child and Family Focus
Charlotte Area Fund	• Latin American Coalition	• Urban League of Central Carolinas
	• Lutheran Services Carolinas	
	• Matthews Help Center	



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- CN Jenkins Memorial Presbyterian Church
- Commonwealth United Methodist
- Community Outreach Christian Ministries
- Connect Church
- Connections - An Assurance Faith Community
- Convergence Church
- Cooks Memorial Presbyterian Church
- County Club Heights Neighborhood Association
- Covenant United Methodist Church
- Coventry Woods Neighborhood Association
- Crosspoint Worship Center
- Davidson Presbyterian Church
- Derita Baptist Church
- Derita Church
- Desiring God Community Church
- Devonshire Elementary
- Devonshire Homeowners Association
- Durham Memorial Baptist Church
- E. Charlotte Coalition of Neighborhoods
- East Baptist
- Eastbrook Woods Community Association
- Eastwood Acres Community Association
- Eastern Hills Baptist
- Eastway Baptist
- Eastway Middle School
- Eastway Park/Sheffield Park Neighborhood Association
- EBC Steele Creek Church
- Ebenezer Baptist Church
- Echo Hills Neighborhood Organization
- Elevation Church
- Elevation Church - Uptown South End
- Every Nation Baptist Church
- Faith Baptist
- Faith CME Church
- Faith Haven Ministries
- Faith Liberation Christian Church
- Faith Memorial Baptist Church
- Fifteenth Street Church of God
- First Baptist Church – Cornelius
- First Baptist Church – Huntersville
- First Baptist Church - West
- First Church Charlotte
- First Mt. Calvary Baptist Church
- First Mt. Zion Missionary Baptist Church
- First United Pentecostal
- ForCLT
- Four Seasons Homeowners Association, Inc.
- Freedom Christian Center
- Freedom Division Advisory Council
- Freedom House Church
- Friendship Missionary Baptist Church
- From the Heart Church Ministries
- Galilee Ministries of East Charlotte
- Garden Memorial EPC
- Garr Memorial
- Gethsemane Baptist Church
- GetREADY for Jesus Community Church
- Glorious Church of God
- Good Shepherd Church
- Good Shepherd Lutheran
- Grace Baptist
- Grace Bible
- Grace Communion International
- Grace Memorial Baptist Church
- Greater Bethel AME
- Greater Gethsemane AME Zion Church
- Greater Mt. Sinai Baptist Church
- Greater Providence Baptist Church
- Greater Salem Church
- Greater Temple Baptist Church
- Grier Heights Presbyterian
- Grove Park Neighborhood Association
- Hampshire Hills Neighborhood Association
- Harbor Baptist Church
- Harris Boulevard Coalition of Neighborhoods
- Harvest Church
- Heirs Christian Center Church
- Hickory Grove Baptist Church
- Hickory Grove Baptist Church – North Campus
- Hickory Grove Elementary
- Hickory Grove Presbyterian
- Hickory Grove Recreation Center
- Hickory Grove United Methodist
- Hillcrest Baptist Church
- Holy Covenant United Church of Christ
- Hope Chapel
- Hope Community Church of Metrolina
- Hoskins Avenue Baptist Church
- Howie Acres Community Association
- Hunter Acres Baptist Church
- Hunters Chapel United Methodist Church
- Idlewild Elementary
- Iglesia Bautista de Hickory Grove
- Iglesia Bautista La Voz
- Inglesia Bautista de Hickory Grove
- Iglesia Cathlica Nuestra Senora de Guadalupe
- Iglesia Cristiana Roca de Salvacion
- Inglesia De Dios Peniel
- Iglesia Pentecostal Camino A La Vida Eterna Charlotte
- Iglesia Puerto Nuevo
- Imagine Church of the Carolinas
- Invest Collegiate Transform
- J.H. Gunn Elementary
- J.M. Alexander Middle School
- J.W. Grier Elementary
- Jesus Christ Abundant Life - The River
- Judah Church
- Kinetic Christian Church
- King of Glory Breakthrough Temple
- King's Cross
- Kingdom Builders Church International
- Kingdom Builders IMFC
- Kingdom Christian Church
- Kingdom Covenant Church
- Kingdom Fellowship Christian Center
- Kingtree Neighborhood Association
- Korean First Presbyterian
- Lake Forest Church - Huntersville
- Lamp Light
- Latin American Coalition
- Latter Rain Church of NC
- Laurel Woods Neighborhood Association
- Lawrence Orr Elementary
- Lebanon Road Elementary
- Legacy on the West Side - Davidson
- Liberty Baptist Church
- Life Baptist
- Life Center International
- Lifebuilders Church
- Living Church of Our Lord
- Long Creek Elementary
- Macedonia Baptist Church
- Mallard Creek Presbyterian Church
- Marathon Praise Ministries
- McClintock Middle School
- McClintock Presbyterian Church
- McLean Road Baptist Church
- Mecklenburg Community Church
- Mecklenburg Interfaith Network
- Meeting Place Church
- Memorial Presbyterian Church
- Memorial United Methodist
- Mercy Church
- Metropolitan Community Church
- Midwood Baptist
- Midwood Central POA
- Milton Acres Coalition
- Mint Hill Baptist
- Mision Cristiana Brasa Ardiente
- Mission City Church
- Missiongathering Charlotte
- Morningstar Baptist Church
- Morris Farm Homeowners Association
- Mosaic Church
- Mosaic Church Metro Campus
- Movement Church Charlotte
- Mt. Carmel Baptist Church
- Mt. Olive Missionary Baptist Church
- Mt. Zion Missionary Baptist Church
- Mulberry Baptist Church
- Muslim Education Center
- Nations Ford Community Church
- New Beginnings Community Church
- New Bethel Church of God in Christ
- New Bethlehem FBH Church - God
- New Calvary Pentecostal Church
- New City – Idlewild Campus
- New Covenant AME Church
- New Friendship Presbyterian Church
- New Hope Baptist
- New Hope Missionary Baptist
- New Life Church of God
- New Life Fellowship Church
- New Outreach Christian Center
- New Zion Missionary Baptist Church
- Newer Dimensions Church of God in Christ
- Newell Presbyterian Church
- North Davidson United Methodist
- North Mecklenburg High School
- Northlake Assembly of God
- Northside Church
- Northside City Church
- Oak Grove Methodist
- Oak Grove United Methodist Church
- Oakdale Baptist Church
- Oakhurst Community Neighborhood Association
- Our Lady of Consolation Catholic Church
- Our Lady of the Assumption Catholic
- Parkview Neighborhood Association
- Philadelphia Presbyterian
- Plaza/Eastway Partners/North East Community Coalition
- Plaza Midwood Neighborhood Association
- Plaza Presbyterian
- Plaza Road Baptist
- Plaza Shamrock Neighborhood Association
- Plaza United Methodist
- Pleasant Grove Presbyterian Church
- Pleasant Grove United Methodist Church
- Pottstown Heritage Group
- Progressive Baptist Church
- Progressive Church of our Lord
- Project 70 Forward
- Queen City Apostolic
- Queen City Church
- Ravenwood Neighborhood Association
- ReBirth Cathedral of Praise
- Reeder Memorial Baptist Church
- Reedy Creek Baptist
- Reeves Temple AME Zion Church
- Reflections Church Charlotte
- Reid Park Academy
- Remnant Outreach Ministries
- Renaissance West Community Initiative
- Renovatus Church
- River of Life
- Robinson Presbyterian
- Rockwell AME Zion Church
- Romanian Baptist Church of Charlotte
- Sacred Souls Community Church
- Sacrifice of Praise Ministry
- Sait Thomas Aquinas Catholic Church
- Second Calvary Baptist Church
- Seigle Avenue Church of God
- SGT – USA Buddhist Association
- Shady Brook Baptist Church
- Shamrock Dr. Baptist
- Shamrock Hills Neighborhood Association
- Shannon Park Neighborhood Association
- Sharon Forest Neighbors
- Sherman Memorial COGIC
- Shiloh Institutional Baptist Church
- Silver Mount Baptist Church

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- Silverwood Community Association
  - Simpson-Gillespie United Methodist Church
  - Smithville Community Coalition
  - South End Presbyterian Church
  - Spirit of Liberty Worship Center
  - St. Andrews Episcopal
  - St. George Jacobite Orthodox Church
  - St. John Neumann Catholic
  - St. Joseph Vietnamese Catholic Church
  - St. Luke Catholic
  - St. Luke Missionary Baptist Church
  - St. Mark United Methodist Church
  - St. Mary's Syro Malabar Catholic Church
  - St. Paul Baptist
  - St. Paul Community Baptist Church
  - St. Paul Presbyterian
  - St. Phillip Missionary Baptist Church
  - State Line Church of Christ
  - Statesville Road Baptist Church
  - Starmount Neighborhood Association
  - Steele Creek AME Zion Church
  - Steel Creek Church of Charlotte
  - Steele Creek Church of Charlotte - Ministerio Latino
  - Stonington Homeowners Association
  - Sugaw Creek Presbyterian Church
  - Sunset Road Baptist Church
  - Tabernacle Baptist Church
  - Tabernacle of Praise Center
  - The Exchange Church
- The Love Church Charlotte
  - The Redeemed Christian
  - The Restoration Place Church
  - The Rock Worship Center
  - The United House of Prayer
  - The Vine United Methodist
  - Thomasboro Academy
  - Thrift Baptist Church
  - Thrift United Methodist Church
  - Torrence Chapel AME Zion Church
  - Treasuring Christ
  - Trellis Point Condominium Owners Association
  - Victory Christian Center
  - Trinity Baptist Church
  - Trinity Nazarene Church - Charlotte
  - Trinity Park Baptist Church
  - Trinity United Methodist Church
  - Trinity Worship Center Seventh-Day Adventist Church
  - True Light Christian Church
  - Tuckaseegee Recreation Center
  - United Bethel AME Zion Church
  - United House of Prayer - Huntersville
  - United Wesleyan Church
  - Unity of Charlotte
  - University Church of Christ
  - University City Church
  - University City United Methodist Church
  - University Hills Baptist Church
- University Memorial Baptist Church
  - University Park Baptist Church
  - Unitarian Universalist Church of Charlotte
  - Villa Heights Community Organization
  - Walking By Faith Community
  - Walls Memorial AME Zion Church
  - Warehouse 242
  - Watershed Charlotte
  - Waypoint Community Church
  - We Walk By Faith Ministry
  - Weeping Willow AME Zion
  - West Blvd. Neighborhood Coalition
  - West Charlotte Church
  - West Charlotte Church at Freedom
  - West Charlotte Recreation Center
  - Westerly Hills Academy
  - Westside Baptist Church
  - Westview Christian Church
  - Williams Memorial Presbyterian Church
  - Wilora Lake/Verndale Glen Neighborhood Association
  - Wilson Heights First Church of God
  - Windsor Park Neighbors, Inc.
  - Winterfield Neighborhood Association
  - Woodland Presbyterian Church
  - Woodlawn Baptist Church
  - Work Alive Christian Faith Center
  - World Mission Society Church of God
  - World Worship Church
  - Zion Temple of Pentecost

**Define how DSS/DHS will work with the committee as well as any other agencies to collaborate regarding the Energy Program and how outreach will be provided to the citizens in your area.**

Public Information will send out news releases to all media outlets and will update the County website with current Energy Program information: program dates, eligibility criteria, income guidelines, how/where to apply as well as copies of the Energy applications in English and Spanish. Applications will be shared with Child, Family and Adult Services social workers. Social workers will share with their clients how to apply for services through the Energy Program. Information will be shared at the Community Relations Stakeholders Group Meeting and Senior Citizen Nutrition Program sites to make residents aware of how to apply. Energy Program posters and flyers will be provided to all Park and Rec and Mecklenburg County Library branches.

**1. What is the process for referring customers? What marketing tools or items will be used (please provide a copy of your previous marketing material & how you plan to enhance those in the future.)**

Through advertising (radio, TV, City Bus ads, digital geofencing, billboards, print media, text SMS and emails from Duke Energy and Piedmont Natural Gas), community referrals, Eligibility Specialists, Social Workers, Community Partners, Energy flyer distribution, door hangers, ESD Website, Social Media and word of mouth, Mecklenburg County residents are referred to North Carolina ePASS at: <https://epass.nc.gov> to apply for benefits, submit documents for existing cases and more to learn about and apply for all our ESD programs, including Energy. The information shared also includes the multiple ways residents can apply for Energy Assistance (flyers attached).

**2. What strategy does the county have, to continue collaborative efforts with community partners to complete outreach activities to target potential eligible households including individuals and families?**

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ESD will continue to enhance senior outreach efforts via education and intake at senior and low income housing communities; continue to collaborate with community partners to provide services through consistent and timely communication and distribution of Energy Program materials, improve outreach to all households within the County and initiate education and intake opportunities within strategically researched Zip Codes and comparisons. For FY25, we will continue our efforts from FY24 to re-engage with East Charlotte houses of worship and neighborhood organizations/coalitions. We originally targeted this area in FY21. Due to the height of the pandemic, we were only able to communicate via email and a few phone calls. By re-engaging, we anticipate having in-person communication with these community partners and will increase program participation in this area. ESD will inform potential and current recipients of the program’s existence and the benefits to those in need while ensuring that applying for Energy is seamless and efficient for homebound seniors & seniors with minimal access to independent or public transportation.

**3. What additional activities will be conducted to target households with members with children under 5, age 60 and over and disabled?**

ESD will continue to work with Child Care Provider agencies to target households with minor children, as well as take applications at school events, e.g. Open Houses, Smart Start programs, Head Start Bethlehem Center, MECK Pre-K registration and information sessions, etc. ESD will engage Case Managers and Social Workers in Child, Family and Adult Services (CFAS) Adult Protective and Child Protective Services areas. Foster partnerships with Sr. Centers, Parks and Rec. Centers, Centralina Area Agency on Aging; Veteran Services, churches, neighborhood organizations/coalitions, etc. to provide program information and application assistance. Continue to engage historical senior properties/community centers to and take applications for seniors. Additionally, make contact with new senior properties. Initiate contact via phone calls to the property managers followed by emails with Energy flyers. New senior properties will include face to face meeting with property managers.

**Media involvement is vital to the success to outreach activities. How will your county utilize media such as newspapers, social media, radio, and television stations to publicize the Energy Programs?**

The Energy Program Manager, Outreach Coordinator and Supervisors will work with the County's Public Information team to engage Radio, TV, Digital Geofencing, CATS Bus Ads, Billboards, Print Media and Social Media for frequent advertising. Publicity campaigns will be developed and used by the Energy team to consistently communicate application locations, community information sessions, program requirements, additional application hours of operation, how to apply and various application methods.

**1. Provide a list of media outlets that will be used as well as timeframes in which they will be contacted (provide examples of how the county can enhance these efforts):**

TV Stations (WCNC, WSOC, WBTV, Spectrum News, WTVI, WBAV, WCCB, WJZY, WTSP, KIRO), Radio (WBT- AM/FM, WSOC-FM, WGSP-FM, WBAV-FM, WPEG, WAVO, WXNC-AM, WOGR-AM, WNKS-FM, WEND-FM, WSIX-FM, WQNC-FM, WOSF-FM)

Social Media (Facebook, Twitter, Instagram, Next Door). Media sources will be contacted 2-3 months prior to the LIEAP season onset to begin advertising 1 month prior. CIP advertising will continue throughout the fiscal year, however a heavier advertising emphasis will be placed on CIP during the summer and winter months.



### **ORGANIZATIONAL STRUCTURE:**

Counties are required to provide application processes for CIP, non-Federal CIP programs, and/or LIEAP. This information must be reported to the NCDHHS annually.

1. Provide hours of operation, location and whether the programs are in house or contracted out. If your agency contracts out to other agencies attach the contract(s).  
Energy (CIP and LIEAP) – 301 Billingsley Road, Charlotte, NC 28211 and 3205 Freedom Drive, Charlotte, NC 28208 and 430 Stitt Road, Charlotte, NC 28213 Monday to Friday, 8am to 5pm.

### **BEST PRACTICES:**

Best practices are a method or technique that has been generally accepted as superior to any alternatives because it produces results. Best practices are essential to the program.

1. If your county has gone above and beyond what is listed on this form, please provide this information below:

Mecklenburg County ESD fostered a strategic partnership with Duke Energy to reach households and share LIEAP information since FY22. ESD was given rights to the Duke Energy Business Portal to access customer account information. Having this access saved the Energy Team time by not having to call Duke Energy to obtain payment/billing history or verify the name of the account holder. Each LIEAP season, Duke Energy leads a five (5) week marketing campaign by reaching out to approximately 72,000 of their Mecklenburg County customers via text/SMS and/or email to make them aware of LIEAP/CIP funding. Included in the messaging is a link to the Duke Energy website with a separate landing page offering information about ways to apply for LIEAP/CIP, links for NCFast, Mecklenburg County's All ACCESS POINT and the ESD website. LIEAP & CIP information is also provided to Duke Energy customers through their call centers. For FY24, Mecklenburg County ESD requested Duke Energy and PNG consider additional targeted marketing within Hispanic and non-English speaking communities. Duke added a Spanish version option to their text messages. We hope to utilize this same option with Duke and PNG for FY25. Duke Energy initiated a Payment Navigator Pilot Program with their Mecklenburg County residents. This program was put in place to help their chronically delinquent customers. Through this program, Duke Energy made ±500 referrals to our Energy Program. For FY23, this partnership expanded to include Piedmont Natural Gas. During FY23, we forged a similar partnership with Charlotte Water for LIHWAP funds. Charlotte Water provided us with a list of their delinquent customers. We then did a data match of those delinquent customers to those currently receiving program assistance through ESD. This collaboration allowed us to spend down LIHWAP dollars several months before the end of the fiscal year. We would attempt to replicate this process if/when LIHWAP funding is made available.

2. Any additional comments or activities for CIP, non-Federal CIP, and/or LIEAP:

For FY22-FY24, we enlisted the help of a street team to canvass neighborhoods and attend community events to promote our Energy Program. This allowed our Energy Team the capacity to be in more places and provide residents more program materials. For FY24, the street team distributed over 9,600 flyers at community events and neighborhood businesses. They also distributed another 8,600 door hangers to residents of affordable housing properties and lower income neighborhoods. Our plan for FY25 is to utilize them in the same capacity.

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**CONTACT INFORMATION:**

Your contact information is essential to the success of the Energy Programs. Please complete the following information.

Name: Adonica Hampton

Address: 301 Billingsley Rd Charlotte NC 28211

Telephone: 980-314-6372

Email: Adonica.Hampton@mecklenburgcountync.gov


Please indicate which program:

- ✓ LIEAP
- ✓ CIP

This plan must be approved by the local Board of Social Services/Human Services Board or local agency governing body prior to submission. Refer to the latest Dear County Director Letter for instructions on how to submit this document to the North Carolina State office.

\_\_\_\_\_  
Board of Social Services/Human Services or governing body Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

Director's Signature

10/15/2024

Date

**24-0616      EXTENDED LEAVE POLICY**

Approve changes to the Extended Leave Policy to:

- 1) Reduce the number of weeks an employee can be out on leave to care for self, parent, spouse, or child from 52 weeks to 12 weeks
- 2) Reduce the number of months an employee can be out on leave to bond with newborn, adoptive child, or foster care placement from 6 months to 3 months

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*Background: The current Extended Leave Policy allows employees up to 52 weeks (which includes 12 weeks of protected leave under the Family Medical Leave Act (FMLA) for their own serious health condition or to care for a child, spouse, or parent. In addition, the employees are allowed up to 6 months to bond after: a birth, adoption, or placement of a foster child.*

*The recommendation is to reduce the number of additional weeks an employee can be out of work due to illness from 40 to 12. Reduce employee abuse of leave in many cases positions are being held for employees because they request incremental extensions until they reach the 40-week maximum.*

*Employees have other options that allow them time to care for them self (Paid Family Leave, Temporary Disability Income, and accommodations through the Americans with Disabilities Act) No other surrounding government entity that allows employees this additional time away from work.*

**24-0618 SPOT RECOGNITION AWARD POLICY**

Approve change to the Spot Recognition Award Policy to Increase the maximum award amount from \$500 to \$1,000.

*Background: The current policy allows employees to receive up to a maximum of \$500 as a recognition award for contributions that exceed expectations on exceptional performance. The recommendation is to increase the maximum amount an employee could receive to \$1,000. This will bring this award in alignment with what is offered for Employee Referral Bonuses.*

**24-0621 FY2026 CHARLOTTE REGIONAL TRANSPORTATION PLANNING ORGANIZATION  
FEDERAL TRANSIT**

Approve the application for the Charlotte Regional Transportation Planning Organization (CRTPO) Federal Transit Administration (FTA) 5303 Grant application for Fiscal Year 2026 in Mecklenburg County Department of Child, Family, and Adult Services in the amount of \$81,840.

*Background: Mecklenburg County Department of Child, Family, & Adult Services (CFAS) would like to submit an FTA 5303 grant application to fund a feasibility study as to whether Microtransit services could be integrated into existing transit operations. The FTA 5303 grant, administered through CRTPO, provides funding for multimodal transportation planning in metropolitan areas that can reflect transportation priorities. Microtransit has been shown to provide convenient and accessible transportation options to vulnerable populations that have a variety of mobility needs.*

*Microtransit is an on-demand system that uses smaller vehicles, such as minivans, and works like the ride sharing services like Uber and Lyft. This transportation model allows for customers to plan trips around their own schedules and has been shown to have a positive environmental impact by reducing congestion and emissions.*

*The grant proposal would fund a feasibility study to determine if Microtransit services would integrate into or possibly replace some services provided through the Mecklenburg Transportation System (MTS). The study would incorporate the following components:*

- *Public and stakeholder engagement and surveys*
- *Capital needs analysis and potential sustainable funding sources*  
*Recommendations for service options including but not limited to assisting with Veteran's services and food insecurity*
- *Mapping of current Microtransit services being provided in the region and any potential partnering opportunities*



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- Guidance for any recommended integration of services

*The grant application will be for a total cost of \$81,840 which is comprised of \$66,000 in Federal funds and \$15,840 in matching local funds as required by the grant. The \$66,000 in Federal funding will fund the cost of the feasibility study and training and travel expenses for MTS staff to explore Microtransit options and best practices. The \$15,840 for the required match which will be provided utilizing in-kind match from existing staff time and the corresponding salary and benefit costs.*

*The staff time utilized for match will be used to provide project management needed including working with procurement to conduct the Request for Proposal process, provide oversight for the project including coordinating interagency and external parties' participation in the study. Staff time will also be utilized for the contract management of the feasibility study including review of invoices and deliverables.*

### **24-0623          MINUTES**

Approve the following meeting minutes:

April 16, 2024, Regular Meeting

September 24, 2024, Budget/Public Policy Workshop

### **THIS CONCLUDED ITEMS APPROVED BY CONSENT**

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### **PULLED CONSENT ITEMS**

#### **24-0595          Pulled Consent Items**

Commissioners may remove agenda items from the Consent Agenda for a separate vote, to bring public awareness or to make comments. The following items were pulled and voted upon separately:

#### **24-0584          Consultant Selection - Construction Materials Testing and Special Inspections – Pedestrian Bridge**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried, to authorize the County Manager to negotiate fees and terms and conditions to execute a contract with Kleinfelder, Inc. for Geotechnical Investigation, Construction Phase Materials Testing, and Special Inspection Services for the new Pedestrian Bridge connecting the Northeast Community Resource Center and the Eastway Regional Recreation Center, and in the event negotiations with this firm are unsuccessful, approve negotiations and contract execution with the alternate firm.

*Background: This Pedestrian Bridge project was previously approved by the Board to be an American Rescue Plan Act funded project. Mecklenburg County has the need to select and contract with a Construction Materials Testing and Special Inspection firm for work required within the project. Construction Materials Testing and Special Inspection (CMT/SI) firms are licensed engineering firms that are hired separately from the primary design consultant and construction contractor. CMT/SI firms work directly for the Owner and provide onsite observation and laboratory services to verify the proper installation of critical construction elements that can include soils, concrete, masonry, structural steel, seismic resistance, fireproofing, etc.*

This item was pulled by Commissioner Leake for clarity and/or public awareness.

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**24-0587      Budget Amendment – Department of Child, Family, and Adult Services**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried, to

- 1) Amend the 2024-2025 Annual Budget Ordinance to recognize, receive and appropriate an increase in federal revenue and expenses in the amount of \$140,521 from the North Carolina Department of Health and Human Services, Division of Social Services to the general fund (0001) in the Department of Child, Family, and Adult Services.
- 2) Amend the 2024-2025 Annual Budget Ordinance to recognize, receive and appropriate an increase in state revenue and expenses in the amount of \$6,035 from the Project Care Program Grant to the general fund (0001) in the Department of Child, Family, and Adult Services.
- 3) Amend the 2024-2025 Annual Budget Ordinance to decrease state revenue and expenses in the amount of \$1,167 from the Family Caregiver Support Program Grant in the general fund (0001) in the Department of Child, Family, and Adult Services

*Background:*

*1) The North Carolina Department of Health and Human Services, Division of Social Services allocates funding to Mecklenburg County for childcare. The 2024-2025 fiscal year funding for Non Smart Start administrative support services was increased in the amount of \$140,521 for a total of \$2,465,653. Mecklenburg County contracts with Child Care Resources, Inc. (CCRI) which works with families and communities to ensure that all children have access to high quality, affordable early learning and school-age opportunities and experiences that enable them to succeed in school and in life.*

*2) The Project Care Program Grant provides support for families caring for individuals with Alzheimer's disease and related dementia. Services include referrals and information, individual care consultation, respite care, training, education, and community awareness. The 2024-2025 fiscal year funding was increased in the amount of \$6,035 for a total award of \$113,037.*

*3) The Family Caregiver Support Grant provides services to caregivers caring for individuals aged 60 or older, or diagnosed with Alzheimer's disease, or a related dementia, or grandparents/relative caregivers providing support for grandchildren. The 2024-2025 fiscal year funding was decreased in the amount of \$1,167 for a total award of \$130,252.*

This item was pulled by Commissioner Leake for clarity and/or public awareness.

**24-0602      Construction Contract – Archdale Park**

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried, to award a construction contract to J. D. Goodrum Co., Inc. in the amount of \$2,361,796.00.

*Background: This contract is for the construction and renovation of Archdale Park in the Montclair South neighborhood. This construction contract will include a new parking lot, park paths, new play areas, sport courts, play fields, and plantings. The anticipated construction period will be approximately 12 months.*

This item was pulled by Commissioner Leake for clarity and/or public awareness.

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**24-0604          Construction Contract – McDowell Creek Greenway, Phase 2, Chilgrove Lane to Babe Stillwell Farm Road (NCDOT TIP-5785)**

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried, to award a construction contract to J.D. Goodrum Company, Inc. in the amount of \$4,624,447.09 pending receipt of written concurrence from NCDOT.

*Background: This contract is for the construction of the McDowell Creek Greenway Phase 2 from Chilgrove Lane, through the Lee Dukes Water Treatment Plant, and terminating at Babe Stillwell Road. This project includes 6,336 LF (1.20 miles) of new greenway trail, prefabricated pedestrian bridges, and sections of boardwalk. The anticipated construction period will be approximately 470 calendar days.*

This item was pulled by Commissioner Leake for clarity and/or public awareness.

**24-0608          Landscape Architect Consultant Team Selection - Fiscal Year (FY) 2025 & 2026 Mecklenburg County Park & Greenway Projects**

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried, to authorize the County Manager to negotiate fees and terms and conditions to execute contracts with selected firms for Landscape Architectural/Engineering Services for FY25 & FY26 Mecklenburg County Park & Greenway Projects and in the event negotiations with any of the firms are unsuccessful, approve negotiations with the alternate firm.

*Background: Mecklenburg County has the need to select and contract with professional design firms for the design of the following capital projects funded in FY25 & FY26:*

*Greenways:*

*McDowell Creek Greenway - Stratford Forest Connector*

*McMullen Creek Greenway - Reinvestment*

*McAlpine Creek Greenway - Reinvestment*

*Four Mile Creek Greenway - White Oak Connector*

*Irwin Creek Greenway @ Clanton Rd.*

*Irwin Creek Greenway @ Hamilton*

*LSC Greenway - Pine Valley Connector*

*Park Development/Renovation:*

*Bryant Park*

*MLK Park*

*Grier Heights Park*

*Rozelles Ferry & Haymarket Nature Preserve*

*Berryhill Nature Preserve*

*Waymer Park*

*Kilborne Park*

*Nevin Park*

*Colonel Francis Beatty Park*

*Sugaw Creek Park*

*Shuffletown Park*

*Renaissance Park*

*Idlewild Rd. Park*

*Robert L. Smith Park*

*Added Amenities at Multiple Combined Sites:*

*Pickleball Courts (combined)*



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*Park Connections (combined)*  
*Spraygrounds (combined)*  
*Dog Parks (combined)*

This item was pulled by Commissioner Leake for clarity and/or public awareness.

**24-0596      COMMISSIONER REPORTS**

Commissioners shared information of their choosing within the guidelines as established by the Board, which included, but not limited to, past and/or upcoming events.

**ADJOURNMENT**

Motion was made by Commissioner Meier, seconded by Commissioner Griffin, and unanimously carried with that there being no further business to come before the Board that the meeting be adjourned.

The Meeting was adjourned at 7:56 p.m.

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Kristine M. Smith, Clerk to the Board

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George Dunlap, Chair