



June 12, 2024
Executive Board Meeting Agenda

Wednesday, June 12, 2024
 In-person with a virtual option
 Join by computer:
<https://us06web.zoom.us/j/85855172282>
Meeting ID 858 5517 2282
 or Call **646-931-3860,85855172282#**

Chairman Jay McCosh will convene a meeting of the Centralina Executive Board **on Wednesday, June 12, 2024, at 5:00 pm**. The meeting will be held in person at the Centralina office (located at 10735 David Taylor Dr., Suite 250, Charlotte, NC 28262) with a virtual attendance option via Zoom.

Time	Item	Presenter
5:00 p.m.	Call to Order	Jay McCosh
	Roll Call	
	Pledge of Allegiance	
	Amendments to the Agenda (if any)	
Consent Items: <i>Consent agenda items may be considered in one motion and without discussion except for those items removed by a Board Member.</i>		
5:05 p.m. Item 1 5 minutes <i>Pages 5-7</i>	Approval of April 10, 2024, Executive Board Meeting Minutes Approval of April 10, 2024, Executive Board Meeting Minutes. The minutes from the April 10, 2024, meeting have been distributed to all members of the Executive Board and should be approved if correct. Action/Recommendation: Motion to approve the April 10, 2024, Executive Board meeting minutes.	Jay McCosh
5:05 Item 2 <i>Pages 9-11</i>	FY23-24 Budget Amendment The Executive Board will review and approve the FY23-24 budget amendments for the operating and grant pass-through budgets. Action/Recommendation: Motion to approve the FY23-24 budget amendments for the operating and grant pass-through budgets.	Denise Strosser
5:05 Item 3 <i>Pages 13</i>	Finance Committee Authorization The required action from the Executive Council members is to approve the delegation of the Board's authority to the Finance Committee to approve the final FY23-24 Operating and Passthrough budget ordinances. Action/Recommendation: Motion to approve the delegation of the Board's authority to the Finance Committee to approve the final FY23-24 Operating and Passthrough Budget ordinances.	Denise Strosser

Executive Board Meeting Agenda

Time	Item	Presenter
5:05 Item 4 <i>Pages 15-17</i>	HCCBG Aging FY25 Pass-Through Contract The Executive Board is asked to approve the FY25 regional funding allocations from the NC Division of Aging (NC DOA) to the Centralina Area Agency on Aging for Region F Home and Community Care Block Grant (HCCBG) services, AAA Planning and Administration funds, AAA Support, Ombudsman, Family Caregiver Support, Legal Services, Title III-D Health Promotion, Senior Center General Purpose, and Elder Abuse. For regional aging service providers to continue services uninterrupted, approval is needed at the June Executive Board meeting for the estimated total amount of no less than \$15,770,457. This includes both pass-through funding and funding for internal CAAA operations. Since actual FY25 allocations have not been received, this is an estimated amount based on current-year allocations. Action/Recommendation: <i>Motion to approve the FY25 allocation to the Centralina Regional Council from NC DOA for allowable services through HCCBG grant and Older Americans Act (OAA services)</i>	Linda Miller
Item 5 5 minutes <i>Pages 19-44</i>	Brownfields Grant Approval Centralina Regional Council has applied for and was awarded \$1,500,000 in federal funds by the Environmental Protection Agency (EPA) for Brownfield Assessment Activities. These funds will support communities across the Region in revitalization planning and redevelopment activities. The Board is asked to authorize the Executive Director to enter into a cooperative agreement to receive these funds. Action/Recommendation: <i>Motion to authorize the Executive Director to enter into a cooperative agreement with the US Environmental Protection Agency to receive \$1,500,000 in funds.</i>	Lenessa Hawkins/ Michelle Nance
Item 6 5 minutes <i>Pages 46-97</i>	Timber Road Extension Grant Agreement The Executive Board is asked to review the draft sub-award agreement for the Timber Road Extension Grant Administration Project. Action/Recommendation: <i>Motion to accept the draft Subaward Agreement between Centralina and LNR Developer, LLC / M Group Companies</i>	Michelle Nance
Regular Agenda Items		
5:10 p.m. Item 7 5 minutes <i>Pages 99-101</i>	Centralina Spotlight – GAME Region of Excellence Awards The Region of Excellence Awards is an annual award that recognizes outstanding achievements in support of Centralina’s mission to expand opportunity and improve quality of life. Local governments are asked to nominate an	John Holmes

Executive Board Meeting Agenda

Time	Item	Presenter
	<p>innovative project, program, plan, or individual that has contributed to significant and positive advancements in the regional community during FY23 and FY24. An independent panel of judges will review these nominations.</p> <p>Action/Recommendation: <i>Receive as information and Board Feedback.</i></p>	
5:15 p.m. Item 8 15 minutes <i>Pages 103-106</i>	<p>State & Federal Relations Update The Board will receive an update on Centralina’s state and federal government engagement activities.</p> <p>Action/Recommendation: <i>Motion to accept the Strategics Consulting performance report for April through May 2024 and the 2023-24 Annual Report</i></p>	Kelly Weston, Chris Wall, and Leslie Mozingo
5:30 p.m. Item 9 15 minutes <i>Pages 108-121</i>	<p>FY24-25 Workplan Review and Approval Centralina will provide the Executive Board with a briefing on the proposed FY24-25 workplan that implements year two of the Centralina Strategic Plan. The workplan was developed with input from Centralina staff, Regional Managers, and the Board of Delegates. The Executive Board is asked to approve the FY24-25 workplan so that activities can commence on July 1, 2024.</p> <p>Action/Recommendation <i>Motion to approve the FY24-25 Workplan as proposed.</i></p>	Michelle Nance
5:45 p.m. Item 10 15 minutes <i>Pages 123-126</i>	<p>In-Focus Discussion: Small Towns Initiative Recap & Impact. The Small Towns Thrive initiative is the first of its kind to offer regionally based support focused specifically on the needs of communities with populations under 10,000. The program works to equip small local governments with cross-jurisdictional networks, knowledge, and solutions needed to best serve their constituents.</p> <p>Action/Recommendation <i>Receive as information and provide Feedback.</i></p>	Michelle Nance and Kelly Weston
6:00 p.m. 5 minutes	Comments from the Executive Board and Centralina Staff	Board Members and Staff
6:05 p.m. 5 minutes	Comments from the Deputy Executive Director	Michelle Nance
6:10 p.m. 5 minutes	Comments from the Chair	Jay McCosh
6:25 p.m.	Adjournment	Jay McCosh

Centralina Regional Council complies with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability. Centralina Regional Council will make reasonable



CENTRALINA

REGIONAL COUNCIL

Item 1



**Executive Board Meeting Minutes
April 10, 2024**

Officers Present	Board Members Present	Board Members Not Present	Centralina Staff and Guests Present
Jay McCosh, Vice Chairman Jarvis Woodburn, Secretary Tony Long, Treasurer	Martha Sue Hall Jamie Hammill Darrell Hinnant Corinthia Lewis-Lemon Shawn Rush Jennifer Stepp Jennifer Teague Patty Crump Felina Harris Marjorie Molina Elaine Powell	Kevin Demeny Gene Houpe Bob Hovis Jamie Lineberger Mark Loden Brian Helms Lynn Shue David Scholl	Narissa Claiborne Geraldine Gardner Michelle Nance Denise Strosser Kelly Weston Jason Wager Sherika Rich David Hollars Katie Kutcher Linda Miller Guests Leslie Mozingo

Call to Order

Vice Chair, Jay McCosh, called the meeting to order.

Narissa Claiborne, Boards Administrator, called the roll and noted a quorum present.

Moment of Silence

Vice Chair, Jay McCosh directed the Board and staff to stand for the Pledge of Allegiance.

Consent Agenda

**1. Approval of the March 13, 2024, Executive Board Meeting Minutes
Resolution of Support for NC Department of Transportation FY2025 Public
Transportation Program Funding**

2. Vice Chairman, Jay McCosh called for a motion to approve the March 13, 2024, Consent Agenda

Mayor Darrell Hinnant made a motion to approve the March 13 consent agenda. Commissioner Tony Long seconded. The motion passed unanimously.

No Amendments to the Agenda.

No amendments to the agenda were noted.

Regular Agenda Items

3. Centralina Spotlight- Planning Department- Professional Development and Customized Training.

Centralina Planning Directors presented the Board with a short portrait of work related to the department's regional coordination and training services. including, government board training; educational sessions such as Centralina Learns; and customized training opportunities including the NREL GIS Mentoring Program, the Lake Norman Transportation Commission training series, and the CRTPO Connecting Transit & Land Use Training Series

4. Federal Relations Update

Ms. Leslie Mazingo, Strategic Consultant, shared with the Board the Federal Performance Report and the March and April Federal Activities Update.

5. Advancing the Plan Committee Update

Centralina's Planning Director Jason Wager presented key updates to the Board on the CONNECT Beyond project to keep the Executive Board apprised of current implementation activities, focusing on an update on the Advancing the Plan Committee and the Committee's 2024 goals and workplan.

6. FY24-25 Employee Compensation Proposal

Centralina Executive Director Geraldine Gardner shared the FY24-25 Employee Compensation Proposal line items with the Board and sought approval of the personnel policy modifications. Mr. Chairman, Jay McCosh called for a motion to approve the FY24-25 Employee Compensation Adjustment Proposal.

Mayor Pro Tem Martha Sue Hall of the City of Albemarle made the motion. Mayor Darrell Hinnant of Kannapolis seconded. The motion passed unanimously.

7. In Focus Discussion: Aging Program Sustainability Conversation

Executive Director Geraldine Gardner introduced Aging Director Linda Miller and Aging Assistant Director Katie Kutcher to give an in-depth conversation including an update on current Aging Programs as ARPA funding expires in September 2024 and funding reverts to 2020 levels. The current efforts to sustain and increase services and support to the older and disabled adults in the Centralina region will be reviewed.

Comments from the Executive Board and Centralina Staff

None.

Comments from the Executive Director

Centralina's Executive Director thanked the Board for their participation and feedback. She also highlighted and reminded the Executive Board of the Piedmont Radar Gap. Ms. Gardner shared the positive progress that the initiative has made since then. ClimaVision has resolved the Piedmont Radar Gap and is actively making improvements.

Comments from the Chair

Centralina's Executive Board Chair shared with the Board upcoming events and encouraged the Board to share with their towns.

- April 25 – 10am-Noon- -Centralina Learns Session- Aging Sensitivity & Age-Friendly Communities
- May 7 - 9 am - 11 am- Centralina's Series on Grant Writing- How to Tell Your SMART Story in Grant Application
- May 8- Centralina Board of Delegates meeting/ Annual Open House

Adjournment

With no further business to be discussed, Chairman Compton adjourned the meeting at 6:29 p.m.



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Item 2

Executive Board Agenda Item Cover Sheet

Board Meeting Date:	June 12, 2024	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Denise Strosser	Presentation Time:	NA			
Presenter at Meeting:	Denise Strosser	Phone Number:	(704) 348-2704			
		Email:	dstrosser@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	(704) 248-2703			
		Email:	ggardner@centralina.org			
Submitting Department:	Finance	Department Head Approval:	Denise Strosser			
Title of documents as shown in the Agenda: FY23-24 Budget Amendment						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>The Executive Board will review and approve the FY23-24 budget amendments for the operating and grant pass-through budgets.</p>						
Background & Basis of Recommendations:						
<p>A placeholder budget was approved by the Executive Council on January 11, 2023 and adopted by the Board of Delegates on February 8, 2023 as required by Centralina Regional Council's Charter. This initial "placeholder" budget is developed prior to receiving information from various state and federal agencies. This 4th amendment represents changes to reflect Federal and State grant allocations as of June 1, 2024 as well as other contracts received and confirmed since the adoption of the budget. We will continue to update the budget as new funds are received from new business contracts or grants from state and federal agencies. The attached amendments are to replace the placeholder budget and any prior amendments with current and up to date fundings and expenditures.</p>						
Requested Action / Recommendation:						
<p>Motion to approve the FY23-24 budget amendments for the operating and grant pass-through budgets.</p>						
Time Sensitivity: <i>(none or explain)</i>	Before June 30, 2024					
Budget Impact: <i>(none or explain)</i>	Operating budget of \$9,783,522 increase of \$195,853 and grant pass-through budget of \$20,013,259 increase of \$890,100.					
Attachments: <i>(none or list)</i>	FY23-24 Operating and Pass-Through Budget Amendment					

Fiscal Year 2023 - 2024 Budget Amendment

ANTICIPATED REVENUES	FY2024 Placeholder Budget	FY2024 10/30/2023 Budget	FY2024 11/30/2023 Budget	FY2024 3/21/2024 Budget	FY2024 5/31/2024 Budget	Increase (Decrease)
Program Revenues						
Restricted Intergovernmental Revenue	4,990,353	6,424,467	6,399,391	6,566,711	6,616,711	50,000
Technical Assistance Projects	1,240,777	1,679,456	1,649,007	1,530,026	1,530,026	-
Other Program Revenue	790,831	464,617	464,617	470,932	470,932	-
Fund Balance Appropriated	-	-	-	-	-	-
Total Program Revenue	7,021,961	8,568,540	8,513,015	8,567,669	8,617,669	50,000
Other Revenues						
Member Dues Support	937,503	939,000	940,000	940,000	940,000	-
Interest and Other Revenue	24,000	45,000	73,000	80,000	225,853	145,853 (1)
Total Other Revenues	961,503	984,000	1,013,000	1,020,000	1,165,853	145,853
TOTAL ANTICIPATED REVENUES	7,983,464	9,552,540	9,526,015	9,587,669	9,783,522	195,853
EXPENSE APPROPRIATIONS						
Member services, Board and committees	720,000	810,793	934,453	934,845	1,072,966	138,121 (1)
Management and Business Operations	1,922,500	1,903,048	1,818,281	1,997,973	2,005,705	7,732
Information Technology	215,000	352,457	365,837	367,247	367,247	-
Community and Economic Development Depart.	1,200,000	1,321,255	1,334,927	1,377,974	1,377,974	-
Planning Department	805,000	1,990,082	1,753,537	1,728,961	1,728,961	-
Integrated Mobility Center	-	-	-	154,631	154,631	-
Area Agency on Aging Department	3,863,622	4,026,464	4,093,025	3,976,898	4,026,898	50,000
Workforce Development Department	1,064,000	1,057,126	1,067,616	946,591	946,591	-
Indirect Costs Representation	(1,806,658)	(1,908,685)	(1,841,661)	(1,897,451)	(1,897,451)	-
TOTAL EXPENSE APPROPRIATIONS	7,983,464	9,552,540	9,526,015	9,587,669	9,783,522	195,853

(1) Increase in in interest income from state funds provided upfront, most interest income will be deferred for future use.

Fiscal Year 2023-2024 Grant Pass Through Budgets Amendment

<u>Program</u>	<u>FY2024 Placeholder Budget</u>	<u>FY2024 10/30/2023 Budget</u>	<u>FY2024 11/30/2023 Budget</u>	<u>FY2024 2/29/2024 Budget</u>	<u>FY2024 5/31/2024 Budget</u>	<u>Increase (Decrease)</u>
Area Agency on Aging						
HCC Block Grant	11,500,000	11,800,000	11,800,000	11,800,000	12,100,000	300,000 (1)
USDA Supplement	650,000	650,000	650,000	650,000	750,000	100,000 (1)
Title III-B Legal	103,000	103,000	103,000	103,000	203,000	100,000 (1)
Family Caregiver	573,000	573,000	573,000	573,000	623,000	50,000 (1)
Disease Prevention/Health Promotion	52,300	52,300	52,300	52,300	72,300	20,000 (1)
State Senior Center General Purpose	117,000	117,000	117,000	117,000	137,000	20,000 (1)
Heat Fan Relief	15,000	15,000	15,000	15,000	15,100	100 (1)
ARPA Support Services	209,000	209,000	209,000	209,000	309,000	100,000 (1)
ARPA Congregate Nutrition	1,727,801	1,727,801	1,727,801	1,727,801	1,827,801	100,000 (1)
ARPA Home Delivered meals	1,170,000	1,170,000	1,170,000	1,170,000	1,270,000	100,000 (1)
	<u>16,117,101</u>	<u>16,417,101</u>	<u>16,417,101</u>	<u>16,417,101</u>	<u>17,307,201</u>	<u>890,100</u>
<i>(1) This program does not have a lump sum authorization. It is authorized at .75 per meal. Current Authorization is an estimate.</i>						
Workforce Development						
WIOA XX-4010 Administrative Cost Pool	80,000	80,000	80,000	-	-	-
WIOA XX-4020 Adult Services	1,200,000	1,200,000	1,200,000	1,044,304	1,044,304	-
WIOA XX-4030 Dislocated Worker	950,000	950,000	950,000	644,056	644,056	-
WIOA XX-4040 Youth Services	1,250,000	1,250,000	1,250,000	855,041	855,041	-
WIOA XX-4050 Youth Initiative	65,000	65,000	65,000	42,657	42,657	-
WIOA XX-4050 Finish Line Grant	105,000	105,000	-	-	-	-
WIOA XX- XXXX Infrastructure Cost	85,000	85,000	85,000	85,000	85,000	-
WIOA 23-4050 State Employer Services	-	-	-	35,000	35,000	-
	<u>3,735,000</u>	<u>3,735,000</u>	<u>3,630,000</u>	<u>2,706,058</u>	<u>2,706,058</u>	<u>-</u>
Total Grant	<u>19,852,101</u>	<u>20,152,101</u>	<u>20,047,101</u>	<u>19,123,159</u>	<u>20,013,259</u>	<u>890,100</u>

(1) Adjusted for anticipated reallocations of funds at year end.



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REGIONAL COUNCIL

Item 3



Board Agenda Item Cover Sheet

Board Meeting Date:	June 12, 2024	Agenda Item Type:	Consent: <input checked="" type="checkbox"/>	Regular: <input type="checkbox"/>
Submitting Person:	Denise Strosser	Presentation Time:	N/A	
Presenter at Meeting:	Denise Strosser	Phone Number:	(704) 348-2704	
		Email:	dstrosser@centralina.org	
Alternate Contact:	Geraldine Gardner	Phone Number:	(704) 351-7130	
		Email:	ggardner@centralina.org	
Submitting Department:	Finance	Department Head Approval:	Denise Strosser	
Description of Agenda Item: Finance Committee Authorization				
<p>The required action from the Executive Council members is to approve delegation of the Boards authority to the Finance Committee to approve the final FY23-24 Operating and Passthrough Budget ordinances.</p>				
Background & Basis of Recommendations:				
<p>There is only one Board meeting in June and it is early in the month and final amendments may still be needed to the FY23-24 budgets. These budgets are amended to reflect the current year revenues and expenditures. The North Carolina General Statues require governmental entities to have a balanced budget and expenditures not exceed the budget as approved by the Governing Body.</p>				
Requested Action / Recommendation:				
<p>Motion to approve the delegation of the Board's authority to the Finance Committee to approve the final FY23-24 Operating and Passthrough Budget ordinances.</p>				
Time Sensitivity:	Before June 30, 2023			
Budget Impact:	None			
Attachments:	None			



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REGIONAL COUNCIL

Item 4



Executive Board Agenda Item Cover Sheet

Board Meeting Date:	June 12, 2024	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Linda Miller	Presentation Time:	NA			
Presenter at Meeting:	Linda Miller (if needed)	Phone Number:	704-372-2416			
		Email:	lmiller@centralina.org			
Alternate Contact:	Katie Kutcher	Phone Number:	704-372-2416			
		Email:	kkutcher@centralina.org			
Submitting Department:	Aging	Department Head Approval:	<i>Linda H. Miller</i>			
Title of documents as shown in the Agenda:						
Centralina Area Agency on Aging FY25 Funding Approval						
Description of Agenda Item: (This wording will be used to summarize the item on the agenda cover page.)						
<p>The Executive Board is asked to approve the FY25 regional funding allocations from the NC Division of Aging (NC DOA) to the Centralina Area Agency on Aging for Region F Home and Community Care Block Grant (HCCBG) services, AAA Planning and Administration funds, AAA Support, Ombudsman, Family Caregiver Support, Legal Services, Title III-D Health Promotion, Senior Center General Purpose, and Elder Abuse. For regional aging service providers to continue services uninterrupted, approval is needed at the June Executive Board meeting for the total amount of \$15,917,950. This includes both pass-through funding and funding for internal CAAA operations.</p>						
Background & Basis of Recommendations:						
<p>Annual HCCBG allocations, which includes both state and federal funds, are for the period of July 1, 2024, through June 30, 2025. HCCBG funds are for allowable services throughout the Centralina region to adults 60 years of age and older and may include nutrition services, in-home aide program, transportation services, Senior Center funding, Adult Day Care, Group Respite, and more. Other Older American's Act services such as the Family Caregiver Support Program, Health Promotion and Disease Prevention, and Ombudsman services are also included in the overall grant award</p>						
Requested Action / Recommendation:						
<p>Motion to approve the FY25 allocation to the Centralina Regional Council from NC DOA for allowable services through HCCBG grant and Older Americans Act (OAA services).</p>						
Time Sensitivity: (none or explain)	<p>Funding for FY25 HCCBG begins July 1, 2024. The funding period ends June 30, 2025. In order to maintain the timeline for counties to receive contracts and funding in a timely manner with continuous and uninterrupted services, funds need to be approved no later than the June Centralina Executive Board meeting each year.</p>					
Budget Impact: (none or explain)	<p>Funds require a local match except for the Family Caregiver Support Program (FCSP) which has no match.</p>					

Attachments:
(none or list)

FY25 Region F NGA Allocations Chart

Centralina Council of Governments

	Federal Amt.	State Amt.	Fed/State Total	Local Match Amt.	Total Funding	CFDA#	Fed. Award #	Federal Grant Award Issue Date
AAA Planning and Administration								
Title III-B Supportive Services	180,976		180,976	50,408	231,384	93.044	2301NCOASS/2401NCOASS	09/26/2023; 12/12/2023
Title III-C1 Congregate Nutrition	313,381		313,381	87,287	400,668	93.045	2301NCOACM/2401NCOACM	09/26/2023; 12/12/2023
Title III-E Family Caregiver Support	117,875		117,875	32,832	150,707	93.052	2301NCOAFC/2401NCOAFC	08/30/2023; 12/12/2023
Planning and Administration State Funding		33,550	33,550		33,550			
State AAA Support (State Funds)		48,263	48,263		48,263			
Planning and Administration Total	612,232	81,813	694,045	170,527	864,572			
Home and Community Care Block Grant								
Title III-B Supportive Services	2,384,081		2,384,081	280,480	2,664,561	93.044	2301NCOASS/2401NCOASS	09/26/2023; 12/12/2023
Title III-C1 Congregate Nutrition	1,458,651		1,458,651	171,606	1,630,257	93.045	2301NCOACM/2401NCOACM	09/26/2023; 12/12/2023
Title III-C2 Home Delivered Meals	1,776,555		1,776,555	209,006	1,985,561	93.045	2301NCOAHD/2401NCOAHD	09/26/2023; 12/12/2023
SSBG	456,930		456,930	95,442	552,372	93.667		
Home and Community Care Block Grant - State		5,787,941	5,787,941	561,748	6,349,689			
HCCBG Total	6,076,216	5,787,941	11,864,157	1,318,282	13,182,440			
Ombudsman								
Title III-B Supportive Svcs. For Ombudsman	333,896		333,896	39,282	373,178	93.044	2301NCOASS/2401NCOASS	09/26/2023; 12/12/2023
Title VII Ombudsman	95,217		95,217	11,202	106,419	93.042	2301NCOAOM/2401NCOAOM	08/30/2023; 12/12/2023
Ombudsman State Funds		193,379	193,379	18,655	212,034			
Ombudsman Total	429,113	193,379	622,492	69,139	691,631			
Legal Services	102,955	6,194	109,149	12,112	121,262	93.044	2301NCOASS/2401NCOASS	09/26/2023; 12/12/2023
Title VII Elder Abuse Prevention	22,821	1,342	24,163	2,685	26,848	93.041	2301NCOAEA/2401NCOAEA	08/30/2023; 12/12/2023
Title III-D Health Promotion	144,715	8,513	153,228	17,025	170,253	93.043	2301NCOAPH/2401NCOAPH	08/30/2023; 12/12/2023
Title III-E Family Caregiver Support Program	790,031	70,912	860,944	-	860,944	93.052	2301NCOAFC/2401NCOAFC	08/30/2023; 12/12/2023
Senior Center General Purpose Funding		-	-	-	-			



CENTRALINA

REGIONAL COUNCIL

Item 5

Executive Board Agenda Item Cover Sheet

Board Meeting Date:	June 12, 2024	Agenda Item Type:	Consent:	X	Regular:	
Submitting Person:	Lenessa E. Hawkins	Presentation Time:	N/A			
Presenter at Meeting:	N/A	Phone Number:	704-348-2723			
		Email:	lhawkins@centralina.org			
Alternate Contact:	Michelle Nance	Phone Number:				
		Email:	mnance@centralina.org			
Submitting Department:	GAME	Department Head Approval:				
Title of documents as shown in the Agenda: Brownfields Grant Approval						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>Centralina Regional Council has applied for and has been awarded \$1,500,000 in federal funds by the Environmental Protection Agency (EPA) for Brownfield Assessment Activities. These funds will support communities across the Region in their revitalization planning and redevelopment activities. The Board is asked to authorize the Executive Director to enter into a cooperative agreement to receive these funds.</p>						
<p>Background & Basis of Recommendations: The EPA's Brownfields Multipurpose, Assessment and Cleanup (MAC) Grant Programs help local governments assess and cleanup polluted brownfield sites across the country. These investments will help transform once-polluted, vacant and abandoned properties into community assets, while helping to create good jobs and spur economic revitalization in overburdened communities. Centralina as the lead applicant will begin and manage the program. This program is expected to continue on a cyclical basis into the future. It will provide direct funding for support staff salaries and contribute to overhead costs.</p>						
<p><u>Centralina Regional Council FY2024 EPA Brownfields Assessment Coalition Grant</u></p> <ul style="list-style-type: none"> • <u>Grantor:</u> US Environmental Protection Agency • <u>Type:</u> Competitive Grant • <u>Amount:</u> \$1,500,000 • <u>Uses:</u> Centralina staff salaries, direct costs for consultants • <u>Scope:</u> Work with interested communities in the Centralina region to investigate, test and assess potential brownfield sites and collaborate with local stakeholders to educate, recommend and develop site-specific plans to cleanup and revitalize the various sites. • <u>Timeline:</u> The funding announcement was made on May 20, 2024. The Cooperative Agreement is currently in process with a project start date of October 1, 2024. Centralina could receive the agreement as late as Mid to Late November 2024. 						
Requested Action / Recommendation: Motion to authorize the Executive Director to enter into a cooperative agreement with the US Environmental Protection Agency to receive \$1,500,000 in funds.						
Time Sensitivity: <i>(none or explain)</i>	None.					

Budget Impact: <i>(none or explain)</i>	N/A – No Match.
Attachments: <i>(none or list)</i>	<ol style="list-style-type: none"> 1. Brownfields 2024 Assessment Fact Sheet 2. Sample Cooperative Agreement 3. Centralina Brownfields Program Sales Sheet

Brownfields 2024 Assessment Fact Sheet

Centralina Council of Governments, NC

Grant Recipient Information

Name: Centralina Council of Governments
Phone: 704-348-2723

EPA Information

Region: EPA Region 4 Brownfields Team
Phone: 404-562-8069
Website: <https://www.epa.gov/brownfields/r4>

Publication Information

Office: United States Environmental Protection Agency
Land and Emergency Management (5105T)
Washington, D.C. 20460

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Overview of the EPA Brownfields Program

EPA's Brownfields Program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfield sites. A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The Small Business Liability Relief and Brownfields Revitalization Act of 2002, as amended by the Brownfields Utilization, Investment and Local Development Act of 2018, was passed to help states and communities around the country clean up and revitalize brownfield sites. Under this law, EPA provides financial assistance to eligible applicants through five competitive grant programs: Multipurpose Grants, Assessment Grants, Revolving Loan Fund Grants, Cleanup Grants, and Job Training Grants. Additionally, funding support is provided to state and tribal response programs through a separate mechanism.

Assessment Grant

\$1,500,000

EPA has selected the Centralina Council of Governments to lead a Brownfields Assessment Coalition Grant. Grant funds will be used to conduct 30 Phase I and 16 Phase II environmental site assessments. Grant funds also will be used to develop 10 cleanup plans and two area-wide plans, and support community engagement activities. Assessment activities will focus on textile mill villages in the Town of Spencer and the Cities of Mount Holly and Albemarle. Priority sites include the 8-acre Dawson Drying and Finishing Facility, the 178-acre North Carolina Finishing Company, the 4-acre Adrian Mill, and the 7-acre Madora Mill. Non-lead coalition members include the Town of Spencer and the City of Mount Holly.

For further information, including specific grant contacts, additional grant information, brownfields news and events, and publications and links, visit the EPA Brownfields Web site (<http://www.epa.gov/brownfields>).

The information presented in this fact sheet comes from the grant application; EPA cannot attest to the accuracy of the information. The cooperative agreement is negotiated after the selection announcement. Therefore, the funding amount and activities described in this fact sheet are subject to change.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): MODIFICATION NUMBER: 0 PROGRAM CODE: BF		DATE OF AWARD 08/30/2021	
		TYPE OF ACTION New		MAILING DATE 09/06/2021	
		PAYMENT METHOD: ASAP		ACH# PEND	
		RECIPIENT TYPE: Not for Profit			
RECIPIENT:		PAYEE:			
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
		Nichole Rodgers 61 Forsyth Street Atlanta, GA 30303 E-Mail: Rodgers.Nichole@epa.gov Phone: 404-562-8069		Laura Fowler Grants and Audit Management Section 61 Forsyth St Atlanta, GA 30303 E-Mail: fowler.laura@epa.gov Phone: 404-562-8427	
PROJECT TITLE AND DESCRIPTION Brownfields Assessment and Cleanup Cooperative Agreements This action approves funding in the amount of \$300,000 to the Cooperative Agreement Recipient for Brownfields activities. Such activities to be performed may include inventory, characterization, assessment, and development of cleanup planning and community involvement related events for brownfield sites in the City of . Anticipated deliverables and expected outcomes for this project will include site assessment reports, other technical reports, and a community involvement plan. More specifically, outcomes may include jobs and leveraged funding, and properties made ready for reuse. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The target area for this grant is the (Census Tract in downtown near the port. The residents of Census Tract, which is a Community Redevelopment Area (CRA) and is designated as a federally qualified Opportunity Zone, Empowerment Zone and Enterprise Zone, are the intended beneficiaries of this project.					
BUDGET PERIOD 10/01/2021 - 09/30/2024	PROJECT PERIOD 10/01/2021 - 09/30/2024	TOTAL BUDGET PERIOD COST \$300,000.00	TOTAL PROJECT PERIOD COST \$300,000.00		
NOTICE OF AWARD					
Based on your Application dated 10/28/2020 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$300,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$300,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS 61 Forsyth Street Atlanta, GA 30303-8960			ORGANIZATION / ADDRESS U.S. EPA, Region 4 R4 - Region 4 61 Forsyth Street Atlanta, GA 30303-8960		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer				DATE 08/30/2021	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$300,000	\$300,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$300,000	\$300,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(E)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2104VT1040	21	E4	04V2AG7	000D79	4114	-	-	\$300,000
									\$300,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$15,000
2. Fringe Benefits	\$0
3. Travel	\$4,500
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$280,500
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$300,000
10. Indirect Costs: 0.00 % Base null	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$300,000
12. Total Approved Assistance Amount	\$300,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$300,000
15. Total EPA Amount Awarded To Date	\$300,000

SAMPLE

Administrative Conditions

General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at:
<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-12-2020-or-later>.

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:
<https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov

MBE/WBE reports (EPA Form 5700-52A): R4epagrantsmbewbereporting@epa.gov and optional to fowler.laura@epa.gov

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Laura Fowler/Grants Management Specialist
Fowler.laura@epa.gov

404-562-8427

And

Nichole Rodgers/Project Officer

Rodgers.nichole@epa.gov

404-562-8069

Payment requests (if applicable)

Nichole Rodgers/Project Officer

Rodgers.nichole@epa.gov

404-562-8069

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Nichole Rodgers/Project Officer

Rodgers.nichole@epa.gov

404-562-8069

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from **July 4 2021** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

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Programmatic Conditions

FY21 Assessment Cooperative Agreement

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2021 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the

Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.
2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.
3. Brownfield Sites Contaminated with Petroleum
 - a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:
 - i. the State determines there is "no viable responsible party" for the site;
 - ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
 - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information and for approval of these sites.

- b. Documentation must include:
 - i. the identity of the State program official contacted;
 - ii. the State official's telephone number;
 - iii. the date of the contact; and
 - iv. a summary of the discussion relating to the State's determination that there is no viable responsible

party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.3.b. above.

III. GENERAL COOPERATIVE AGREEMENT

ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 27) in the General Terms and Conditions. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities. For Assessment Coalition cooperative agreements, sufficient progress is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated (if necessary), community involvement activities have been initiated and a Memorandum of Agreement is in place, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
 - b. Substantial EPA involvement includes brownfield eligibility determinations, (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the

statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.) The EPA Project Officer may provide a checklist which may be used to confirm site eligibility.

c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.

d. EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.

1. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment activities at a given site, if it does not have such a professional on staff.

2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver. CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.

3. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA

Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes key personnel concerned with the project

2. The CAR must submit progress reports on a quarterly basis in ACRES or to the EPA Project Officer.

Quarterly progress reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.

- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess specific properties under this cooperative agreement.
4. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, clean up required, contaminants, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES unless approval is obtained from the EPA Project Officer to utilize the hardcopy version of the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and

- c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:
 - a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
 - b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- a. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
 - d. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.
 - e. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community involvement pertaining to the assessment activities.
2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is 5% of the amount of federal funding. The total

amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

1. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
2. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
3. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
4. Maintaining and operating financial management systems required under 2 CFR § 200.302;
5. Preparing payment requests and handling payments under 2 CFR § 200.305;
6. Financial reporting under 2 CFR § 200.328;
7. Non-federal audits required under 2 CFR Part 200, Subpart F; and
8. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Cleanup activities;
 - b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further

cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;

- d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. I unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

C. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.8(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.

2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activities are charged to this agreement.

3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.

a. For interest earned on advances, CARs are subject to the provisions of 2 CFR § 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.

b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.8, as applicable.

c. Interest earned on program income is considered additional program income.

d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).

4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.

5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

1. Competency of Organizations Generating Environmental Measurement Data: In

accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance*

Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Outreach

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.
2. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with

applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed “*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*” (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA’s website at <https://www.epa.gov/brownfields/brownfields-all-appropriate-inquiries-rule-reporting-requirements-checklist-assessment>. The completed checklist must include:
 - a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
 - b. An identification of “**significant**” **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
 - c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:
 - “[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we]

meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part.”
 - “[I, We] have the specific qualifications based on education, training, and experience to

assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.”

Note: Please use either “I/my” or “We/our.”
- a. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.
 1. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA’s transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.
 - a. The CAR must submit the following documentation:
 - i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.

Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated

(unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

SAMPLE



Centralina Brownfields Program

Throughout the region, some communities have properties that are high value but currently sit abandoned, idled and under used due to either a recognized or perceived contamination. Centralina Regional Council is here to help unlock the full potential of these places through our Brownfields Program.

What are Brownfields?

“Brownfield” sites are high potential properties that go unused due to the hazards (or concern of potential hazards) on the site. Sometimes, these properties can be a thorn in the side of communities and stall even the most vigorous attempts to invest and revitalize our communities. In response to this issue, Centralina is coordinating with the Environmental Protection Agency and Stantec Consulting Services Inc. to develop a program to identify, examine and mitigate these sites so that communities can move forward with their development plans without fear of exposing themselves to any latent toxins or chemicals.

Next Steps

Centralina is actively seeking **candidate sites** to include in the regional program. All communities in our nine-county region are eligible to participate. Centralina has been awarded **federal funding** to support a series of site assessments (starting in Fall 2024), the first step in reusing a brownfield property, and will use those funds to support communities in planning for site reuse and moving from site assessment to clean-up activities.

Why Should You Participate

Through this program, Centralina will help communities transform contaminated blights into prime real estate that will provide value for your community well into the future. We will offer educational sessions for local leaders to better understand how to integrate brownfields in their community. Centralina will also continue to apply for additional funding to aid with future clean-ups, helping expand the program to include focused revitalization.

POTENTIAL BROWNFIELDS IN YOUR COMMUNITY



Gasoline

Some underground fuel storage tanks have suffered punctures that leaked petroleum into the soil and groundwater.



Dry Cleaners

Older dry cleaner facilities used toxic solvents that can evaporate into the air or seep into building structures, sidewalks and streets.



Manufacturing Facilities

Antiquated factories oftentimes have been found to have hexavalent chromium and volatile organic compounds as contaminants.



READY TO GET STARTED?

Reach out to our Grants and Contracts Administrator, Lenessa Hawkins, at (704) 348-2723 or lhawkins@centralina.org to discuss how we can help.



CENTRALINA

REGIONAL COUNCIL

Item 6

Executive Board Agenda Item Cover Sheet

Board Meeting Date:	June 12, 2024	Agenda Item Type:	Consent:	x	Regular:	
Submitting Person:	Geraldine Gardner	Presentation Time:				
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:	Michelle Nance	Phone Number:	704-348-2709			
		Email:	mnance@centralina.org			
Submitting Department:	Executive	Department Head Approval:	G. Gardner			

Title of documents as shown in the Agenda: Timber Road Extension Grant Agreement

Description of Agenda Item: *(This wording will be used to summarize the item on the agenda cover page.)*

The Executive Board is asked to review the draft subaward agreement for the Timber Road Extension Grant Administration Project.

Background & Basis of Recommendations:

At the March 2024 meeting, the Executive Board approved the receipt of a \$15million grant from the NC Office of Budget and Management (OSBM) for the construction of the Timber Road Extension in Mooresville, NC. Centralina will serve as the grant administrator and subaward funds to the Developer of the Timber Road Extension for construction.

Centralina staff have since worked with legal counsel at Shumaker to draft the subaward agreement and have coordinated with the Town of Mooresville staff to ensure the Town's development agreement terms and conditions are appropriately incorporated into the subaward agreement.

Key Components of the Subaward:

- Subaward agreement was drafted by Centralina's legal counsel at Shumaker.
- Subaward requirements of the Subrecipient (Developer) are consistent with all grant award terms and conditions of the primary grant from OSBM to Centralina and consistent with the Development Agreement between the Town of Mooresville and the Developer.
- Installment payments are linked to the achievement of specific project milestones and submission of documentation for Centralina's review and approval. Developer will also have to submit evidence to support payment request (receipts, contracts, etc); the details of the documentation requirements will be conveyed to the developer post-award.
- Reimbursement Schedule (Appendix E) was negotiated between Centralina and Town of Mooresville. The Town will notify Centralina when the Developer has met the milestones

below and the Developer will be responsible for submitting the required documentation to Centralina with their invoice for payment.

- Subaward agreement limits Centralina’s liability in the construction process and post-construction once the road is accepted into the Town’s inventory of public roads. Centralina has included insurance requirements in the draft.
- Developer is required to report on performance milestones consistent with their developer agreement with the Town of Mooresville and Centralina’s grant agreement with OSBM.

Next Steps:

- Centralina will continue to coordinate the agreement review process between the Developer and the Town of Mooresville.
- Centralina staff will notify the Executive Board of any substantive changes to the draft agreement at the September 9, 2024 meeting.
- Executive Board review and acceptance of the agreement is a requirement of the grant agreement from OSBM.

Requested Action / Recommendation:

Motion to accept the draft Subaward Agreement between Centralina and LNR Developer, LLC / M Group Companies

<p>Time Sensitivity: <i>(none or explain)</i></p>	<p>June 30, 2024 deadline for the Executive Board’s review and acceptance of the subaward agreement is a performance milestone in Centralina’s grant agreement with OSBM.</p>
<p>Budget Impact: <i>(none or explain)</i></p>	<p>None</p>
<p>Attachments: <i>(none or list)</i></p>	<p>1. Draft subaward agreement between Centralina Regional Council and LNR Developer, LLC / M Group Companies</p>

SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT (this “Agreement”) is entered into as of _____, 2024 by and between Centralina Regional Council, a regional council of government chartered and existing under the laws of the State of North Carolina (N.C.G.S. Chapter 160A, Article 20, Part 2), whose address is 10735 David Taylor Drive, Suite 250, Charlotte NC 28262 (“Centralina”), LNR Developer, LLC, a [STATE] limited liability company with principal offices at 7800 Dallas Parkway, Suite 560, Plano, TX 75024 (“LNR”), and M Development Companies, LLC, a [STATE] limited liability company with principal offices at [ADDRESS] (“M Development”), and together with “LNR”, collectively, the “Subrecipient”). This Agreement shall govern certain activities and responsibilities to be carried out by Subrecipient on behalf of Centralina, a grantee of the North Carolina Office of State Budget and Management.

WHEREAS, Centralina has been awarded a grant with a project period of April 1, 2024 through October 3, 2025 by the North Carolina Office of State Budget and Management (“NC OSMB”), Grant No. 40991 (the “Prime Award”), pursuant to the provisions of the 2023 Appropriations Act and Committee Report, Session Law 2023-134, in a notice of award attached hereto as Exhibit A (the “Notice of Prime Award”);

WHEREAS, Centralina and NC OSMB have entered into contract # 40991 dated April 5, 2024 (the “Grant Contract”) detailing the rights and responsibilities of Centralina related to the Prime Award, and is attached hereto as Exhibit B;

WHEREAS, Subrecipient has been and is currently involved in real estate development projects;

WHEREAS, Centralina desires to grant a “subaward” of the Prime Award (the “Subaward”) to Subrecipient to construct the Timber Road Extension (as defined in the Development Agreement dated January 13, 2023 by and between the Town of Mooresville and Mooresville BTR Developer, LLC (the “Development Agreement”, and is attached hereto as Exhibit C) in accordance with the requirements of the Development Agreement, the 2023 Appropriations Act, as well as other applicable law; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Centralina and Subrecipient hereby agree as follows:

1. TERM. This Agreement shall govern the performance of the parties for the period July 1, 2024 (the “Effective Date”) through the later of (i) October 3, 2025 or (ii) the date construction is completed, unless earlier terminated by either party in accordance with the terms of this Agreement (such period of performance, the “Agreement Term”).

2. SCOPE OF SERVICES AND BUDGET; PRIOR APPROVAL FOR CHANGES.

a. Scope of Services and Budget. Subrecipient shall, in a satisfactory manner as determined by Centralina, perform all design and construction activities related to the extension of Timber Road as described in the Development Agreement and attached hereto as Exhibit C, as may be amended from time to time (the “Approved Services”) in accordance with the program budget as approved by Centralina and attached hereto as Exhibit D, as may be amended from time to time (the “Approved Budget”).

b. Prior Approval for Changes. Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of Centralina; nor shall Subrecipient make any changes, directly or indirectly, in program design or in the Approved Services or in the Approved Budget without the prior written approval of Centralina and the Town of Mooresville, NC.

3. COMPENSATION.

a. Payment of Funds. Centralina agrees to reimburse Subrecipient for costs actually incurred and paid by Subrecipient in accordance with the Reimbursement Schedule attached hereto as Exhibit E and for the performance of the Approved Services under this Agreement in an amount not to exceed \$14,852,425 (the “Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by Centralina if a substantial change is made in the Approved Services that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement as provided in Section 1 above. Program funds shall not be expended prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limits set in the this Agreement. Expenses charged against the Total Agreement Funds shall be incurred in accordance with the Development Agreement, the Prime Award and the authorizations, restrictions and requirements contained in the Notice of Prime Award and any amendments thereto and other applicable laws, regulations, grant terms and conditions or policies.

b. Invoices. Subrecipient shall submit invoices to Centralina upon fulfillment of each milestone in the Reimbursement Schedule and the required documentation in available for submittal. Within ten (10) business days from the date it receives such invoice, Centralina may disapprove the requested compensation based on the review of the required documentation and evidence of expenditures. If the compensation is so disapproved, Centralina shall notify Subrecipient as to the disapproval. If payment is approved, no notice will be given. Centralina shall make payment to the Subrecipient within 30 days of approving the invoice and supporting documentation.

c. Deadline to Expend or Encumber. The Subrecipient shall ensure that funds provided under this agreement are expended or encumbered by September 30, 2025, otherwise said funds will revert back to the State. N.C. Gen. Stat. Sec. 143C-1-1(d)(12) defines encumbrance as: “A financial obligation created by a purchase order, contract, salary commitment, unearned or prepaid collections for services provided by the State, or other legally binding agreement.”

d. Contingency. The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by Centralina from applicable state and federal funding sources and shall be subject to Subrecipient's continued eligibility to receive funds under the applicable provisions of state and federal laws and the Notice of Prime Award. If the amount of funds that Centralina receives from state and federal funding sources is reduced, Centralina reserves the right to reduce the amount of funds awarded under, or to terminate, this Agreement. Centralina also reserves the right to deny payment for Subrecipient's expenditures for Approved Services where invoices and/or other reports are not submitted by the deadlines specified Sections 3(b) above and 4(d) below.

4. FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION.

a. Financial Management. Subrecipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including without limitation: (i) applicable North Carolina statutes, regulations and guidelines and (ii) the Notice of Prime Award. Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by Centralina if required by applicable laws, regulations or guidelines from its federal and state government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

b. Limitations on Expenditures. Subrecipient shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. Centralina shall only reimburse Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the construction of the Timber Road Extension (ii) documented by contracts or other evidence of liability consistent with established Centralina and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. For the avoidance of doubt, Centralina shall not reimburse Subrecipient for funds used to post bonds required by any party for Subrecipient to perform its obligations under this Agreement or the Development Agreement.

c. Financial and Other Reports. Subrecipient shall submit to Centralina such reports and back-up data as may be required by the State of North Carolina or Centralina, including without limitation such reports which enable Centralina to submit its own financial to the State of North Carolina and the reports required in accordance with the Grant Contract. Subrecipient shall also provide to Centralina a copy of its annual report submitted to the Planning and Community Development Director pursuant to Section 9 of the Development Agreement. Subrecipient shall comply with the records retention requirement in section 7 of the Grant Contract.. This provision shall survive the expiration or termination of this Agreement with respect to any reports which Subrecipient is required to submit to Centralina following the expiration or termination of this Agreement.

d. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of

Centralina or the State of North Carolina to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Prime Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Centralina under this Agreement or any other agreements between Centralina and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

e. Audited Financial Statements. In any fiscal year in which Subrecipient expends \$500,000 or more in North Carolina awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the North Carolina audit requirements contained in the Grant Contract. If Subrecipient expends less than \$500,000 in North Carolina awards in any fiscal year, it is exempt from North Carolina audit requirements, but its records must be available for review by Centralina and appropriate officials of NC OSMB, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Subrecipient shall provide Centralina with a copy of Subrecipient's most recent audited financial statements within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.

f. Closeout. Final payment request(s) under this Agreement must be received by Centralina no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by Centralina after this date without authorization from Centralina. In consideration of the execution of this Agreement by Centralina, Subrecipient agrees that acceptance of final payment from Centralina will constitute an agreement by Subrecipient to release and forever discharge Centralina, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. Subrecipient's obligations to Centralina under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Centralina. Such requirements shall include, without limitation, submitting final reports to Centralina and providing any closeout-related information requested by Centralina by the deadlines specified by Centralina. This provision shall survive the expiration or termination of this Agreement.

5. COOPERATION IN MONITORING AND EVALUATION.

a. Centralina Responsibilities. Centralina shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. Centralina has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Centralina may require Subrecipient to take corrective action if deficiencies are found.

b. Subrecipient Responsibilities.

i. Subrecipient shall permit Centralina to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

ii. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Centralina or the State of North Carolina and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

6. RECORD RETENTION AND ACCESS. Subrecipient shall maintain all records, books, papers and other documents related to its performance of Approved Services under this Agreement (including without limitation personnel, property, financial and medical records) for a period of 5 years following the date that Centralina makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Centralina or the State of North Carolina.

7. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship of Subrecipient to Centralina is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this Agreement on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Centralina, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Centralina. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Centralina and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance and health insurance coverage or assessable payments required under the Patient Protection and Affordable Care Act, P.L.111-148) with respect to such individual performing services under this Agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this Agreement.

8. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.

a. Compliance with Prime Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Notice of Prime Award attached hereto as Exhibit A, including any amendments thereto; (ii) the Grant Contract attached hereto as

Exhibit B, including any amendments thereto; (iii) the Approved Services and Developer Agreement attached hereto as Exhibit C, including any amendments thereto; (iv) the Approved Budget attached hereto as Exhibit D, including any amendments thereto; and (v) the Reimbursement Schedule attached here to as Exhibit E (each of (i) – (v) above is hereby incorporated by reference into this Agreement). In addition, Subrecipient shall cooperate fully with Centralina in its efforts to comply with the requirements of the Notice of Prime Award, including any amendments thereto.

b. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state and local laws. The term “federal, state and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term “federal, state and local laws” shall include, without limitation:

i. Authorizing Statute and Regulations. Subrecipient shall comply with all laws and requirements listed in the Grant Contract.

ii. Licenses, Certifications, Permits, Accreditation. Subrecipient shall procure and keep current any license, certification, permit or accreditation required by federal, state or local law and shall submit to Centralina proof of any licensure, certification, permit or accreditation upon request; and

iii. Other Centralina Agreements. Subrecipient shall fulfill all other agreements with Centralina and shall comply with all federal, state and local laws applicable to programs funded by such agreements.

9. NON-DISCRIMINATION IN EMPLOYMENT. Subrecipient shall comply with all applicable provisions of federal, state and local laws prohibiting discrimination in employment.

10. INDEMNIFICATION. Subrecipient shall defend and hold Centralina, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney’s fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient’s obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.

11. INSURANCE. Subrecipient shall, at all times throughout the Agreement Term, carry insurance in such form and in such amounts as Centralina may from time to time reasonably require against other insurable hazards and casualties that are commonly insured against in the performance of similar services as are to be provided under this Agreement. At a minimum, Subrecipient shall maintain during the Agreement Term at least the following types and limits of insurance coverage:

- a. Workers' compensation in amounts no less than required by law;
- b. Employer's Liability Insurance with a limit of \$1,000,000;
- c. Commercial general liability insurance, including personal injury, contractual liability and property damage, with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate;
- d. Professional liability insurance on a claims made basis with a limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; and
- e. Umbrella liability insurance with a limit of \$5,000,000 per occurrence and in the aggregate.

All policies (other than workers' compensation and employer's liability insurance) providing such coverage shall name Centralina as an additional insured with respect to Subrecipient's performance of services under this Agreement. Subrecipient shall provide Centralina with certificates of insurance evidencing such coverage within thirty (30) days after execution of this Agreement, which certificates shall provide that Centralina shall receive thirty (30) days' advance written notice of any pending cancellation or non-renewal of any of the coverages required by Centralina pursuant to this Agreement. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage and certificates of insurance evidencing such renewal coverage shall be provided to Centralina (by a copy provided to Centralina pursuant to the notice provisions set forth in Section 13(f)) immediately upon renewal. Subrecipient's failure to maintain insurance in the form and/or amounts required by Centralina pursuant to this Agreement shall be deemed a material breach of this Agreement and Centralina shall have the right thereupon to terminate this Agreement immediately in addition to any other remedy provided herein.

12. TERMINATION.

a. By Centralina. Centralina may, by giving written notice to Subrecipient, terminate this Agreement in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of Section 8 of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) Subrecipient's failure to maintain the insurance coverage in the form and/or amounts required by Centralina pursuant to this Agreement; (vi) the submission by Subrecipient to NC OSMB or Centralina of reports that are incorrect or incomplete in any material respect; (vii) ineffective or improper use by Subrecipient of funds received under this Agreement; (viii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to Centralina under North Carolina law; (ix) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (x) fraudulent activities on the part of Subrecipient; and (xi) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. Centralina may also terminate this Agreement in whole or in part without cause upon thirty (30) days' written notice to Subrecipient.

b. By Subrecipient. If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Agreement Term, including without limitation those applied by NC OMSB in their grants and reimbursements to Centralina, and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to Centralina. The effective date of such notice of termination shall be no earlier than thirty (30) days from the date of the notice.

c. Transfer of Performance Upon Termination. Upon giving or receiving notice of termination, Centralina may require Subrecipient to ensure that adequate arrangements have been made for the transfer of performance of the Approved Services to another entity or to Centralina, including the reasonable payments of any costs involved in such transfer out of compensation otherwise due Subrecipient under this Agreement.

d. Disposition of Property. In the event of any termination of this Agreement, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Subrecipient under this Agreement shall be disposed of according to North Carolina law, and Subrecipient shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of this Agreement during the Agreement Term.

e. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to Centralina for damages sustained by Centralina by virtue of any breach of this Agreement by Subrecipient and Centralina shall be liable to Subrecipient for damages sustained by Subrecipient by virtue of any breach of this Agreement by Centralina. This shall include, without limitation, liability of Subrecipient for the disallowance by NC OMSB of the reimbursement of charges submitted by Centralina for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by NC OMSB of Subrecipient or Centralina, the amount disallowed must be paid by Subrecipient to Centralina from funds other than those provided by Centralina under this Agreement.

13. GENERAL PROVISIONS.

a. Governing Law/Venue. This Agreement shall be governed by the laws of the State of North Carolina, without giving effect to the conflicts of laws provisions thereof. In the event that any party hereto shall institute any suit, action or other legal proceeding under, in connection with, or pursuant to, this Agreement and/or any rights or obligations established by this Agreement, such suit, action or other legal proceeding shall be brought either in the United States District Court for the Western District of North Carolina or any North Carolina State court of competent jurisdiction located in Charlotte, North Carolina. Each of the parties hereto further agrees to submit, and hereby submits, to the exclusive jurisdiction of such courts, and to comply with all requirements necessary to give such courts personal jurisdiction over such party.

b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.

c. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.

e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective and permitted successors, transferees and assigns. Subrecipient shall not assign, subcontract or transfer any of its rights, responsibilities or obligations under this Agreement without Centralina's prior written consent, which Centralina may withhold in its sole discretion. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from Centralina, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by Centralina prior to its execution.

f. Notices. Notices required by this Agreement shall be made in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as described above shall be effective on the date received. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to Centralina:

Centralina Regional Council
Attn: Geraldine Gardner, Executive Director
10735 David Taylor Drive, Suite 250
Charlotte, NC 28262
ggardner@centralina.org

If to Subrecipient:

[NAME]
[TITLE]
[AGENCY]
[STREET ADDRESS]
[CITY, STATE, ZIP]
[TELEPHONE #]
[FAX #]

[E-MAIL ADDRESS]

With a copy to:

Shumaker, Loop & Kendrick, LLP
Attn: Joseph J. Santaniello, Centralina Legal Counsel
101 South Tryon Street, Suite 2200
Charlotte, North Carolina 28280

g. Amendment. Any amendment to this Agreement, including to the Approved Services and the Approved Budget, shall be reduced to writing, signed by an authorized representative of each party, and attached to this Agreement.

h. Counterpart Execution; Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the other parties by facsimile or other electronic transmission (including DocuSign) and such facsimile or other electronic execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officer as of the day and year first written above.

CENTRALINA REGIONAL COUNCIL

LNR DEVELOPER, LLC

By: _____
Name: Geraldine Gardner
Title: Executive Director

By: _____
Name:
Title:

M DEVELOPMENT COMPANIES, LLC

By: _____
Name:
Title:

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SUBAWARD AGREEMENT

List of Exhibits

Exhibit A **Notice of Prime Award**

Exhibit B **Grant Contract**

Exhibit C **Development Agreement / Approved Services**

Exhibit D **Approved Budget**

Exhibit E **Reimbursement Schedule**

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Exhibit A

Notice of Prime Award

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North Carolina General Assembly

**Joint Conference Committee Report on the
Current Operations Appropriations Act of 2023**

House Bill 259

September 20, 2023

Conference Report on the Base, Capital and Expansion Budget

		<u>FY 2023-24</u>	<u>FY 2024-25</u>
971 Onslow Memorial Hospital, Inc.	Requirements	\$ 600,000NR	\$ 650,000NR
Fund Code: 1022	Less: Receipts	\$ 600,000NR	\$ 650,000NR
Budgets receipts transferred from the ARPA Temporary Savings Fund to provide funds to Onslow Memorial Hospital, Inc. to establish a mental health and substance abuse case management program.	Net Appropriation	\$ -	\$ -
	FTE	-	-
972 Partnership for the Sounds, Inc.	Requirements	\$ 250,000NR	\$ -
Fund Code: 1022	Less: Receipts	\$ 250,000NR	\$ -
Budgets receipts from the ARPA Temporary Savings Fund to provide funds to the Partnership for the Sounds, Inc. for capital costs and equipment associated with the Estuarium Oyster Project.	Net Appropriation	\$ -	\$ -
	FTE	-	-
973 Swain County	Requirements	\$ 1,600,000NR	\$ 1,600,000NR
Fund Code: 1022	Less: Receipts	\$ 1,600,000NR	\$ 1,600,000NR
Budgets receipts from the ARPA Temporary Savings Fund to provide funds to Swain County for the renovation and expansion of the Marianna Black Library.	Net Appropriation	\$ -	\$ -
	FTE	-	-
974 Tri-County Community College	Requirements	\$ 5,675,000NR	\$ 5,675,000NR
Fund Code: 1022	Less: Receipts	\$ 5,675,000NR	\$ 5,675,000NR
Budgets receipts from the ARPA Temporary Savings Fund to provide funds to the Tri-County Community College for multiple purposes, including the heavy equipment operator program.	Net Appropriation	\$ -	\$ -
	FTE	-	-
975 Village of Clemmons	Requirements	\$ 2,400,000NR	\$ 2,400,000NR
Fund Code: 1022	Less: Receipts	\$ 2,400,000NR	\$ 2,400,000NR
Budgets receipts from the ARPA Temporary Savings Fund to provide funds to the Village of Clemmons for improvements to the Clemmons Village Center.	Net Appropriation	\$ -	\$ -
	FTE	-	-
976 Wake Forest Institute for Regenerative Medicine (WFIRM)	Requirements	\$ 5,000,000NR	\$ 5,000,000NR
Fund Code: 1022	Less: Receipts	\$ 5,000,000NR	\$ 5,000,000NR
Budgets receipts transferred from the ARPA Temporary Savings Fund to provide additional funds to WFIRM. The revised requirements are \$15.0 million in each year of the biennium.	Net Appropriation	\$ -	\$ -
	FTE	-	-
977 North Carolina Sports Legacy Foundation	Requirements	\$ 22,000,000NR	\$ 8,000,000NR
Fund Code: 1022	Less: Receipts	\$ 22,000,000NR	\$ 8,000,000NR
Budgets a transfer of projected interest earned from the State Fiscal Recovery Reserve for a directed grant to the North Carolina Sports Legacy Foundation in Kannapolis for capital needs.	Net Appropriation	\$ -	\$ -
	FTE	-	-
978 Centralina Regional Council	Requirements	\$ 15,000,000NR	\$ -
Fund Code: 1022	Less: Receipts	\$ 15,000,000NR	\$ -
Budgets a transfer of projected interest earned from the State Fiscal Recovery Reserve to Centralina Regional Council for the development of an infrastructure project that will leverage existing improvements that are associated with previously approved residential development located in Iredell County.	Net Appropriation	\$ -	\$ -
	FTE	-	-
979 YMCA of the Triangle	Requirements	\$ 1,500,000NR	\$ -
Fund Code: 1022	Less: Receipts	\$ 1,500,000NR	\$ -
Budgets a transfer of projected interest earned from the State Fiscal Recovery Reserve for a grant to YMCA of the Triangle for the Alexander Family YMCA.	Net Appropriation	\$ -	\$ -
	FTE	-	-
980 Speedway Support	Requirements	\$ 50,000NR	\$ -
Fund Code: 1022	Less: Receipts	\$ 50,000NR	\$ -
Budgets a transfer from the State Fiscal Recovery Fund to mitigate the financial impact of the COVID-19 pandemic on After 5 Events LLC. Funds were originally appropriated for this purpose in the FY 2022-23 budget but not disbursed.	Net Appropriation	\$ -	\$ -
	FTE	-	-

Exhibit B

Grant Contract

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North Carolina Office of State Budget and Management

Contract # 40991

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Centralina Regional Council
(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, 2023, through October 3, 2025. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134. 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. 2023-134. (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 the total funding level available under this agreement will not exceed \$15,000,000.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

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

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 5.3; 12.1 and 12.2.

The RECIPIENT shall ensure:

- a. Funds are used for nonsectarian, nonreligious purposes only.
- b. No more than \$140,000 in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of a nonprofit organization.

- c. Interest earnings on funds shall be used for the same purposes for which the grant was made.
- d. Submission of quarterly reports on financial and performance progress. This shall include the 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 2023-134 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. Funds will not revert until October 3, 2025.

4. FUNDS MANAGEMENT:

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

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

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

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th 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 by 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>Lenessa Hawkins</u>	Cole Jordan NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601
Email: <u>lhawkins@centralina.org</u>	Direct Phone: 984-236-0633 Email: NCGrants@osbm.nc.gov
Direct Phone: <u>(704) 348-2723</u>	
Fiscal year end MONTH: <u>June</u>	

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 its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

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

11. TERMINATION OF AGREEMENT:

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

12. AMENDMENTS:

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

13. AGREEMENT CLOSE-OUT PROCESS:

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

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

14. AUTHORIZED SIGNATURE WARRANTY:

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

RECIPIENT NAME

DocuSigned by:
Geraldine Gardner
56F402A49A2341A...
Signature

4/5/2024 | 1:11 PM EDT

Date

Geraldine Gardner

Executive Director

Printed Name

Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

DocuSigned by:

Kristin Walker

4/5/2024 | 4:47 PM EDT

8CBF034DDDB04BB...
Signature

Date

Kristin Walker

State Budget Director

Printed Name

Title

Exhibit C

Development Agreement / Approved Services

DRAFT

AFTER RECORDING RETURN TO:

Irvin Law Group, PLLC (CR)
P.O. Box 2376
Davidson, NC 28036

DEVELOPMENT AGREEMENT BY AND BETWEEN

THE TOWN OF MOORESVILLE, NORTH CAROLINA

AND

MOORESVILLE BTR DEVELOPER, LLC

Date: January 13, 2023

EXHIBITS

- Exhibit A: Real Property
- Exhibit B: Ordinance
- Exhibit C: Development Standards
- Exhibit D: Development Schedule and Public Facilities Schedule
- Exhibit E: Planned Development Plan
- Exhibit F: Existing Parcel Owners

DEVELOPMENT AGREEMENT

THIS **DEVELOPMENT AGREEMENT** (together with the Exhibits attached hereto, the “**Agreement**”) is entered into effective as of the 13th day of January, 2023, by and between **THE TOWN OF MOORESVILLE**, a municipal corporation of the State of North Carolina (the “**Town**”), and **MOORESVILLE BTR DEVELOPER, LLC**, a North Carolina limited liability company (with its successors and assigns, the “**Developer**”) authorized to do business in the State of North Carolina. The Town and Developer are sometimes separately referred to in this Agreement as a “party” or jointly referred to as the “parties.”

STATEMENT OF PURPOSE

A. Section 160D-1001(a)(1) of the North Carolina General Statutes provides that “development projects often occur in multiple phases over several years, requiring a long-term commitment of both public and private resources.”

B. Section 160D-1001(a)(2) of the North Carolina General Statutes provides that “such developments often create community impacts and opportunities that are difficult to accommodate with traditional zoning processes.”

C. Section 160D-1001(a)(3) of the North Carolina General Statutes provides that “because of their scale and duration, such projects often require careful coordination of public capital facilities planning, financing, and construction schedules and the phasing of the private development.”

D. Section 160D-1001(a)(4) of the North Carolina General Statutes provides that “such projects involve substantial commitments of private capital, which developers are usually unwilling to risk without sufficient assurances that development standards will remain stable through the extended period of the development.”

E. Section 160D-1001(a)(5) of the North Carolina General Statutes provides that “such developments often permit communities and developers to experiment with different or nontraditional types of development concepts and standards, while still managing impacts on the surrounding areas.”

F. Section 160D-1001(a)(6) of the North Carolina General Statutes provides that “to better structure and manage development approvals for such developments and ensure their proper integration into local capital facilities programs, local governments need flexibility to negotiate such developments.”

G. In view of the foregoing, Sections §160D-1001-1012 as they exist on the Effective Date of this Agreement (the “Development Agreement Act”), expressly authorize local governments to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act.

H. Section 3.5.2 of the Town of Mooresville’s Unified Development Ordinance (the

“UDO”) authorizes the use of developments agreements and provides additional requirements for such agreements.

BACKGROUND

A. Developer desires to develop the Real Property (the “Property”) consisting of approximately 124.88 acres located north of Foursquare Road, and between North Carolina Highway 21 and North Carolina Highway 115, described on **Exhibit A** attached hereto and incorporated herein by reference. The Existing Parcel Owners of the Property are MOORESVILLE BTR I, LLC, Brenda M. Bass, Templeton Family, LLC and Terry L. Tiller, and through joining and consenting to the rezoning application, said owners have consented to the rezoning and development of the Property. The Developer, by and through subsidiary limited liability companies, has executed contracts to purchase the property with the remaining Existing Parcel Owners and anticipates closing on the properties in November 2022. The purchase contracts will be assigned to MOORESVILLE BTR II, LLC, to close the Property acquisition and, after closing, all the Property will be deeded to the Developer, MOORESVILLE BTR DEVELOPER, LLC. The Parties agree that this Agreement shall be executed by the Town within 10 days after a deed has been recorded conveying title to the Property to the Developer. The Parties agree that vested rights will not attach to the Property until the Property has been purchased by the Developer and the Agreement has been fully executed by all Parties.

B. Developer desires to develop the Property (the “Project”) generally in accordance with the conceptual plans (the “Planned Development Plan” or “Development Plan”) submitted for review and approval to the Town of Mooresville Board of Commissioners. A copy of the Development Plan is attached hereto as Exhibit E and incorporated herein by reference.

C. Developer and Town desire to enter into this Agreement for the purposes of planning for the construction of infrastructure that will serve the Project and the community at large and providing assurances to Developer that it may proceed with the development of the Project in accordance with the provisions hereof and that development standards will remain stable throughout the period of development in accordance with Section 160D-1001 et. seq. of the North Carolina General Statutes.

D. As permitted by Section 160D-1003 of the North Carolina General Statutes, a public hearing for a map amendment, pursuant to Section 2.5.3 of the UDO was held concurrently with the public hearing for this Agreement to rezone the Property to Planned Development District (“PD”), which includes the Planned Development Plan and incorporates the Development Agreement into the zoning map amendment.

E. Pursuant to G.S. 160D-1005, a public hearing regarding this Agreement was held at the October 17, 2022 meeting of the Town Board of Commissioners. The notice of public hearing specified, among other things, the location of the Property subject to this Agreement, the development uses proposed on the Property in accordance with the Planned Development Plan, and a place where a copy of the proposed Agreement could be obtained. The Town Board of Commissioners adopted a n Ordinance on October 17, 2022,

(a) determining that this Agreement is consistent with the Act, the Town

Comprehensive Plan, and the Current Regulations, hereinafter defined, of the Town, and

- (b) approving this Agreement and the subsequent execution and recording of the Agreement upon conveyance of the Property to Developer. A copy of the Ordinance is attached hereto as **Exhibit B**.

TERMS

NOW, THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the Parties, and incorporating herein the Statement of Purpose and Background set forth above, the Parties agree as follows:

1) Definitions. Capitalized terms in the Agreement shall have the meanings assigned to them below or elsewhere herein:

- a) **“Applicable Law”** means all federal, state, and local statutes, ordinances, regulations, and requirements governing the Project, including, without limitation, the Current Regulations.
- b) **“Current Regulations”** means all ordinances, resolutions, regulations, and comprehensive plans adopted by the Town on or before the Effective Date affecting the Development of the Project and includes, without limitation, laws governing permitted uses of the Property, density, design, and improvements, subject to **Section 5** below.
- c) **“Developer”** means MOORESVILLE BTR DEVELOPER, LLC, and any person or legal entity who (i) acquires fee simple title to a Parcel from the Developer and (ii) to whom, with respect to such Parcel, MOORESVILLE BTR DEVELOPER, LLC or subsequent transferring Developer expressly assigns, in accordance with Paragraph 12(j) herein, all its existing rights and obligations as Developer under this Agreement. Any person who acquires a Parcel in fee simple title from the Developer without a specific assignment of Developer rights shall be a “Parcel Owner” and not a “Developer” but shall be subject to all burdens and benefits of this Agreement. On the Effective Date of this Agreement, MOORESVILLE BTR DEVELOPER, LLC is the sole Developer.
- d) **“Development”** means the planning for or carrying out of a building activity; the making of a material change in the use or appearance of any structure or property; or the dividing of a parcel of land into two or more parcels and is intended by the Parties to include all uses of, activities upon or changes to the Project as are authorized by the Agreement.
- e) **“Development Permit”** means any building permit, zoning permit, subdivision approval, rezoning certification, variance, certificate of occupancy and any other official action of Local Government having the effect of permitting the Development or use of property.
- f) **“Development Plan”** means the general, conceptual plan for Development of the Project pursuant to this Agreement attached as Exhibit E

- g) “**Effective Date**” means the date this Agreement has been executed by both the Town and the Developer or, if not executed on the same date, the later of the dates this Agreement is executed by the Town and the Developer. This Agreement shall be recorded in the Iredell County Registry within fourteen (14) days of the date of its execution by the Town. This Agreement shall be executed by the Town within 10 days after a deed has been recorded conveying title to the Property to the Developer.
- h) “**Existing Parcel Owner**” means each of those Parcel Owners described in Exhibit F attached hereto that own an interest in the Property subject to this Agreement on the date of its approval. By joining and consenting to the rezoning application, the Existing Parcel Owners have consented to the rezoning and development of the Property.
- i) “**Local Government**” means the Town of Mooresville or governmental entity of the State of North Carolina established pursuant to Applicable Law which exercises regulatory authority over, and grants Development Permits for land development or which provides Public Facilities.
- j) “**Lot**” means any Parcel identified in a Subdivision Final Plat recorded in the applicable land records and as specified in the Current Regulations.
- k) “**Open Space**” means undisturbed and natural areas, parks, athletic fields, landfills that have been or will be converted for open space purposes, trails, buffers, conservation easements, plazas, court yards, and hardscape pedestrian areas, areas utilized for storm water management facilities (i.e., water quality ponds), ponds/lakes etc., and others as specified in the Current Regulations.
- l) “**Parcel**” means any tract of land on which Development may occur in accordance with the Development Plan, including platted Lots and unplatted parcels, but excluding street rights-of-way.
- m) “**Parcel Owner**” means each person, other than a Developer, who owns a fee simple title interest in a Parcel, including all of the Existing Parcel Owners.
- n) “**Party or Parties**” means the Town and the Developer.
- o) “**Project**” means the Development that will occur within and upon the Property pursuant to this Agreement.
- p) “**Property**” means the land consisting of approximately 124.88 acres located north of Foursquare Road, and between North Carolina Highway 21 and North Carolina Highway 115, described on **Exhibit A**.
- q) “**Public Facilities**” refers to those major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems.

r) **“Rail Crossing Project”** means all portions of the Timber Road Extension that fall within the area controlled by Norfolk Southern Railroad, and includes obtaining the approval of Norfolk Southern for a public at grade railroad crossing in this area and ensuring completion of all associated infrastructure required by Norfolk Southern to make improvements within that area. The Rail Crossing Project area is located near the intersection of Highway 115 and Timber Road.

s) **“Subdivision Final Plat”** means a recorded graphic description of property prepared and approved in compliance with the Current Regulations, as modified in this Agreement, as part of the Project.

t) **“Timber Road Extension”** means the multi-lane roadway within the 80-foot right-of-way labeled “Prop. Timber Lake Extension” and “Prop. Timber Road Extension” as shown on the Development Plan. The Timber Road Extension includes all areas that are outside of the Rail Crossing Project as defined herein, and includes a connection to U.S. Highway 21, a connection to Highway 115, and all associated improvements and supporting infrastructure related thereto.

2) Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of master/servant, principal/agent, partnership, joint venture, or any other relationship where one Party may be held responsible for acts of the other Party. Further, this Agreement is not intended to create, nor does it create a relationship whereby the conduct of Developer constitutes “state action” for any purposes.

3) Legislative Act. Any major modification, as defined herein, to the Development Standards established by this Agreement shall require the approval of the Town Board of Commissioners, subject to compliance with applicable statutory procedures and consistent with **Section 7(b)**. This Agreement constitutes a legislative act of the Town Board of Commissioners. The Town Board of Commissioners adopted this Agreement only after following procedures required by Applicable Law.

4) Covenants Running with the Land. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to the benefit of, the Town, to the Developer, and its successors and assigns. All the provisions of this Agreement shall be enforceable during the Agreement Term as equitable servitudes and constitute covenants running with the land pursuant to Applicable Law.

5) Applicable Regulations.

a) Applicable Law and Development Standards. Except as otherwise provided in N.C.G.S. 160D-1007, G.S. §160D-108(c) or G.S. §160D-108.1(f), Development of the Project, including, without limitation, approval procedures applicable thereto, shall be in conformance with the Current Regulations and Applicable Law as they exist as of the Effective Date of this Agreement, and the Town may not apply subsequently adopted development ordinances or development policies to the Project without written consent of the Developer. The Town will maintain on file a copy of the UDO and other applicable laws

and regulations as they exist on the Effective Date of this Agreement. Additionally, no future development impact fees shall apply to the Project without written consent of the Developer, including any fees related to the adequate public facilities or other development impact fees. Utility system development fees or tap fees are not considered impact fees and the developer shall be responsible for any and all payments of regular development fees, including, but not limited to system development fees and tap fees in accordance with the applicable fee schedule at time of application. Approval and execution of this Agreement pursuant to Section 160D-1001 et. seq. of the North Carolina General Statutes does not confer additional authority to the Town to impose conditions or restrictions beyond those allowed by the UDO. In the event that state or federal law is changed after the Effective Date of this Agreement and such change prevents or precludes compliance with one or more provisions of this Agreement, the Town, after written notification to the Developer, may modify the affected provisions, upon a finding that the change in state or federal law has a fundamental effect on this Agreement. Such modification shall be considered a major modification and approved in accordance with the procedures of Section 12(b) of this Agreement.

b) Vested Rights. Pursuant to the authority granted therefore in N.C.G.S. 160D-1007 and subject to the provisions of subparagraph (a) above, all rights and prerogatives accorded the Developer by this Agreement, including, without limitation, application of the Current Regulations, shall constitute vested rights for the Development of the Property throughout the term of this Agreement. As stated in paragraph (A) of this Agreement, the Developer agrees that the Project will not have vested rights until Developer purchases the Property and this Agreement has been executed by all Parties. The Town represents and warrants that the Current Regulations do not contain any provision requiring, in connection with the Project, construction or funding of facilities relating to public education, public health systems and facilities, libraries, public housing, jails and other detention sites, courts, police and trash or garbage disposal sites. Such exemptions shall not, however, exempt Developer from payment of applicable user fees for any such facilities.

c) Amendment of Development Standards. In the event that, during the Development of the Project, Developer determines that a desired aspect of the Project would not conform with the Current Regulations, or the Development Standards set forth in this Agreement on Exhibit D, then the Developer shall request the Town to amend this Agreement to revise the Development Standards, as applicable, and as set forth in **Section 7(b)** and as otherwise provided in this Agreement.

d) Building Codes and Laws Other Than Land Use Regulations. Notwithstanding any other provision which may be construed to the contrary in this Agreement, this Development Agreement does not exempt the Developer or Parcel Owner from compliance with any building, housing, electrical, mechanical, plumbing, or gas code subsequently adopted by the Town or other governmental entity.

e) Updates to Town Ordinances. Where any Town ordinance, resolution, or regulation adopted after the Effective Date hereof (a "New Ordinance"), differs from the Current Regulations, Developer may, at any time after adoption of such New Ordinance, request that such New Ordinance, or any portion thereof, be incorporated into the Current Regulations. The Parties recognize that this section shall not apply to any commitments reflected in this

Agreement; however, such New Ordinance provisions may be applicable to site plan development. For example, if the exterior lighting or sign standards are changed, the Applicant can request to proceed under the new standard. Developer shall submit such request in writing to the Town's Planning and Community Development Director. Within 60 days of such request by Developer in writing, the Town Planning and Community Development Director shall review and respond to such request. Incorporation of such New Ordinance, or portion thereof, shall be a minor modification to the Agreement and the Town shall maintain on file all New Ordinances applicable to the Project

6) Local Development Permits and Other Permits Needed. The Parties anticipate that the following local Development Permits and other regulatory permits will be needed to complete the development of the Project: plat approvals (preliminary or final), concept plan, site plan, road and drainage construction plan approvals, erosion and sediment control permits, stormwater permits, driveway permits, building permits, certificates of occupancy, town water and/or sewer development contracts, and utility construction and operating permits. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with all laws governing permit requirements, conditions, terms, or restrictions.

7) Project Development and Dedications.

a) Project Development. Developer has submitted a Planned Development Plan to the Town Planning and Community Development Director and intends to construct the Project generally in accordance with the Planned Development Plan that is attached to and incorporated in this Agreement as **Exhibit E**, the Development Standards (the "Development Standards") that are attached to and incorporated in this Agreement as **Exhibit C**, and the Development and Public Facility Schedule attached to and incorporated in this Agreement as **Exhibit D**, as such Development Plan, Development Standards, and Development and Public Facility Schedule may be amended from time to time by the Parties during Development of the Project in accordance with this Agreement and Applicable Law. As required by the UDO, the Developer intends to submit a Concept Plan and Site Plan for review and approval by the Town Planning and Community Development Director prior to starting each phase of development.

b) Modifications.

i) Minor Modifications. The Planning and Community Development Director shall determine whether a proposed modification to this Agreement is a major or minor modification pursuant to this Agreement. A minor modification to this Agreement may be approved by the Town Planning and Community Development Director in accordance with the UDO, and such minor modifications shall include the following:

1. Increases in Open Space to be provided.
2. Amendments to correct typographical errors, incorrect internal references or other clerical matters that are necessary for clarity or interpretation and

do not affect the obligations or responsibilities of either Party under this Agreement.

3. Density transfers between phases 2, 3, and 4 that do not result in additional density.

4. Other modifications to the Planned Development Plan and Development Standards or this Agreement that do not:

(a) Increase building heights above those set forth on the Development Plan.

(b) Reduce the perimeter buffer or perimeter landscaping.

(c) Increase density

(d) Remove public road connections.

(e) Adjust the phases shown on the Planned Development Plan, except as permitted by Section 7(b)(i)(3).

(f) Reduce or modify publicly dedicated property and infrastructure.

(g) Delay the completion of Timber Road Extension and associated multimodal improvements in accordance with Town standards.

ii) Major Modifications. Major Modifications are changes that materially affect the basic configuration and intent of the Planned Development Plan and Development Standards, or such changes that would otherwise modify the obligations and rights that were separately negotiated in the course of this Agreement's adoption. Major modifications to this Agreement shall be approved in accordance with the provisions of Section 12(b) of this Agreement.

c) Developer Obligations

i) Timber Road Extension. As a condition of approval of this Agreement, the Developer agrees to build the Timber Road Extension and all supporting infrastructure related thereto (i.e. sidewalks, curb and gutter, etc.) in accordance with all applicable Town standards and requirements and as required by the Transportation Impact Analysis. Supporting infrastructure shall include a public waterline with connections to the existing public water along Highway 21 and Highway 115 sized to meet existing and future demands for the service area. The Timber Road Extension as defined herein is defined separately from the Rail Crossing Project, and the Rail Crossing Project includes all portions of the Timber Road Extension that are located within the areas controlled by Norfolk Southern. The Parties acknowledge that

the Developer must obtain approval from Norfolk Southern for the Rail Crossing Project, which may be constructed on a different timeline than the Timber Road Extension. For purposes of completing the Timber Road Extension, prior to site plan approval for Phase 2 of the Project, the Developer agrees to submit 100% design plans for the Timber Road Extension to the Town, and agrees to post a performance bond in accordance with G.S. 160D-804.1 and the UDO to guarantee completion of construction of the portions of the Timber Road Extension that remain incomplete for Phases 3, 4 and 5, and in such amount as determined by an approved engineer's estimate and the UDO. Performance bonds shall be updated annually pursuant to UDO requirements and to ensure current costs are included. Notwithstanding the foregoing, the Timber Road Extension shall be constructed by the Developer prior to approval of any final plats by the Town for Phases 3, 4, or 5 of the Project. The term "constructed" as used in this subsection means that the Timber Road Extension must be complete except for the final lift of asphalt, sidewalk, and street trees, which may remain subject to an appropriate performance guarantee pursuant to UDO requirements.

- ii) Plat Approval and Right of Way Dedication. As a condition of approval of this Agreement, the Developer agrees to plat and dedicate the right-of-way necessary for the construction of the Timber Road Extension. The right-of-way plat identifying the land to be publicly dedicated shall be approved pursuant to the UDO and recorded as part of or prior to the site plan approval for Phase 1 and prior to construction of Phase 1 commencing.
- iii) Railroad Crossing Approval. The Developer shall be responsible for securing approval from Norfolk Southern and NCDOT for the Rail Crossing Project and using reasonable and good faith efforts to ensure completion of all required infrastructure related thereto. Securing such approval for the Rail Crossing Project is an essential element of this Agreement. Developer shall use its best efforts to secure such approval for the Rail Crossing Project prior to beginning construction of the Project. Prior to or at such time that Developer submits site plans to the Town for the development of Phase 2, the Developer shall submit 100% design plans for the Rail Crossing Project to Norfolk Southern, which includes design for the closures of the existing public crossings, and to submit a copy of the rail crossing design plans and associated application, if any, to the Town as evidence that the project has been submitted to Norfolk Southern. If the Rail Crossing Project is not completed prior to site plan approval for Phase 2 of the Project, the Developer shall post a Two Million and 00/100 Dollar (\$2,000,000.00) cash bond with the Town for the Rail Crossing Project. Upon obtaining approval for the Rail Crossing Project by Norfolk Southern, Developer agrees to work diligently to ensure completion of the Rail Crossing Project in a timely manner. The Developer may request up to four partial releases of the cash bond as reimbursement for work that has been completed for the Rail Crossing Project. Any funds remaining in the cash bond account after completion of the Rail Crossing

Project shall be returned to the Developer. The Planning Director shall process the release request within 30 days of receiving written request from the Developer. After receiving the approval of Norfolk Southern for the Rail Crossing Project, the Developer shall use reasonable and good faith efforts to ensure completion of the Rail Crossing Project prior to approval of any final plats by the Town for Phases 3, 4, or 5 of the Project.

- iv) The Town agrees that because the Rail Crossing Project is contingent upon approval by Norfolk Southern, the Developer's failure to obtain approval from Norfolk Southern after reasonable and good faith efforts to do so will not be considered a material breach of this Agreement. If by 2032, the Rail Crossing Project is not completed, the Town in its discretion may use the cash bond to complete the Rail Crossing Project, and the Developer agrees to give ownership of the 100% design plans for the Rail Crossing Project to the Town. Nothing in this section should be construed to alleviate the Developer of its obligations to use reasonable and good faith efforts to complete the Rail Crossing Project pursuant to this Agreement.
- v) Transportation Impact Analysis. Developer agrees to conduct a Transportation Impact Analysis in coordination with the Town and NCDOT and agrees to perform all transportation mitigation measures identified by the Transportation Impact Analysis. All mitigation measures shall be performed at the expense of the Developer. The Transportation Impact Analysis shall be completed as described in the UDO and the adopted Mooresville Transportation Impact Analysis Policy. The Town and Developer agree that all roads owned, managed, and maintained by the State of North Carolina are subject to permits and approvals of NCDOT and no part of this Agreement shall be deemed binding upon NCDOT.
- vi) Schedule for Development.
 - (1) Developer agrees that site construction shall commence no later than five (5) years from the Effective Date of this Agreement.
 - (2) Developer agrees that the Timber Road Extension will be completed prior to final plat approval of Phases 3, 4, or 5 of the Project, and anticipates completing the Timber Road Extension within 5 years after site construction begins.
 - (3) Developer agrees that after receiving the approval of Norfolk Southern for the Rail Crossing Project, the Developer shall use reasonable and good faith efforts to ensure completion of the Rail Crossing Project prior to approval of any final plats by the Town for Phases 3, 4, or 5 of the Project, and anticipates that the Rail Crossing Project will be completed within 5 years after site construction begins.

(4) Developer agrees to the Development Schedule and Public Facilities Schedule attached hereto as Exhibit D.

vii) Dedication of Infrastructure. The Developer and Town agree that as part of this Agreement, that the Timber Road Extension, the right-of-way for the Timber Road Extension, the Greenways, and standard utilities that are located in public rights-of-way or other public infrastructure or easements shall be dedicated to the Town in accordance with the Development Schedule and will be accepted by the Town of Mooresville upon completion after Town staff reviews and approves that the construction meets applicable Town standards, and such acceptance is in accordance with applicable Town policies and procedures for acceptance. The planting, care, and maintenance of public street trees shall be the responsibility of the Developer, or such HOA or property management company designated by the Developer, and shall be carried out to all Town standards for public trees unless the Town, in its sole discretion, decides to take over these responsibilities at some point in the future.

viii) Highway 21 Connection. Developer shall exercise reasonable and good faith efforts to obtain from any relevant property owners, at its sole cost and expense, the right-of-way necessary to construct and install the Timber Road Extension or any other improvements identified by the Transportation Impact Analysis.

d) Town Obligations

i) Crossing Closures. The Town agrees to the closure of the public road railroad crossings as required by NCDOT Rail, and if public road crossing closures are required, such closings may be located at Mills Avenue, Norman Drive, or such other locations as determined by the Town Board. The Town will provide approval of such closures at such time as required by Norfolk Southern. Developer will be responsible for all design, demolition and construction costs required to complete crossing closures per Norfolk Southern requirements.

ii) Acquisition of Right of Way. If acquisition of right of way is necessary to meet any of the requirements of this Agreement, Developer shall exercise reasonable and good faith efforts to obtain from the relevant property owners, at its sole cost and expense, the right-of-way necessary to construct and install the Timber Road Extension and other improvements identified by the Transportation Impact Analysis. In the event that Developer is unable to obtain any of the required right-of-way after exerting reasonable good faith efforts to do so, and the Town, in the exercise of its discretion to open streets, has determined that certain property is needed for a public purpose and has made the independent determination that eminent domain is necessary, then the Town shall obtain the required right-of-way or other property by

purchasing the same or through eminent domain proceedings. In the event that the Town purchases any property required, Developer shall reimburse the Town for the reasonable purchase price and any reasonable expenses related thereto. In the event that the Town acquires any property through eminent domain proceedings, Developer shall reimburse the Town for any award of just compensation and/or damages (as determined through settlement or verdict), including interest, that the Town is required to pay, and for appraisal fees, reasonable attorney's fees and other reasonable costs and expenses incurred by the Town in connection therewith. The Town shall select such condemnation counsel of its choosing.

8) Town Assistance and Railroad Crossing. To the extent that any county or other local government, state, federal or railroad approvals are required in connection with the Development of the Project, the Town shall use its best efforts to facilitate and assist Developer in obtaining such approvals in an expeditious manner. The Developer acknowledges it will be solely responsible for obtaining right-of-way and working with NCDOT and Norfolk Southern Railroad to obtain all necessary permits and agreements for the Timber Road Extension and the Rail Crossing Project. The Town agrees it will use its best efforts to assist the Developer in working with NCDOT and Norfolk Southern, and the Town agrees to contribute an amount not to exceed \$750,000.00 or 50% of the cost, whichever is less, to Developer to reimburse the Developer for the cost, if any, for engineering and construction costs assessed by Norfolk Southern for the Rail Crossing Project. Developer shall submit invoices and proof of payment to the Town, and upon receipt of such appropriate documentation, the Town will reimburse the Developer for such costs within 30 days, with such amount not to exceed \$750,000.00 or 50% of the costs, whichever is less. The benefit under this Agreement to the Town is securing the Timber Road Extension which is identified as a future public road in the Comprehensive Transportation Plan. Failure to secure approval of the Rail Crossing Project after reasonable and good faith efforts to do so shall not be considered a material breach of this Agreement in accordance with Section 10 of this Agreement. As set forth in Section 7 of this Agreement, if the Rail Crossing Project is not completed prior to site plan approval for Phase 2 of the Project, Developer will post a Two Million and 00/100 Dollar (\$2,000,000.00) cash bond in accordance with G.S. 160D-804.1 and the UDO as set forth in Section 7.

9) Annual Report by Developer. Developer shall on an annual basis submit a written report to the Planning and Community Development Director on the Development undertaken pursuant to this Agreement that provides all necessary information for the Planning and Community Development Director to assess the Developer's good faith compliance with the terms of this Agreement. The report should include, but not be limited to, the status of meeting the Developer's obligations under this Agreement, any Development Permits issued, the status of obtaining approvals from Norfolk Southern, NCDOT or other third parties, all dedications, acquisition, or installation of infrastructure by Developer, and the projected schedule for development of the Project in the forthcoming year. An initial report should be submitted by December 31, 2023 to the Planning and Community Development Director and by December 31 of each subsequent year. Upon receipt of this report, the Planning and Community Development Director shall undertake the Periodic Review as set forth in Section 10 of this Agreement.

10) Periodic Compliance Review and Material Breach.

- a) The Planning and Community Development Director or his or her designee shall review the Project and this Agreement at least once every twelve (12) months, at which time Developer shall demonstrate good-faith compliance with the terms of this Agreement. Failure by the Town to determine noncompliance of the Agreement shall not constitute a waiver of any material breach or default detected at a later date.
- b) Material Breach. If, as a result of its periodic review or at any other time, the Town finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Town shall serve notice in writing upon Developer setting forth with reasonable particularity the nature of the material breach and the evidence supporting the finding and determination, and Developer shall have sixty (60) days to cure such breach, provided that if such breach cannot be cured within sixty (60) days using commercially reasonable efforts, Developer shall be permitted such time as reasonably necessary to effect such cure so long as Developer shall use commercially reasonable efforts to diligently prosecute such cure. If there is a dispute as to whether the Developer is using commercially reasonable efforts to cure a material breach, the Parties agree that such determination shall be made by a mutually agreed upon third party who is a recognized specialist in construction or construction law, or such other third party as mutually agreed to by the Parties.
- c) Termination or Modification by the Town. If the Developer fails to cure the Material Breach under Section 10(b) of this Agreement, then the Town Board may elect to unilaterally terminate or modify this Agreement by giving notice of its election to terminate or modify the Agreement. If election is to modify this Agreement, the notice shall describe the proposed modifications. Any notice of termination or modification by the Town may be appealed to the Town's Board of Adjustment within 30 days of receipt of the notice and in the manner provided by G.S. §160D-405. If the Town Board elects to unilaterally modify the Agreement, the Developer may elect for the Agreement to be terminated rather than accede to the modified Agreement by giving written notice to the Town within 30 days after receipt of the notice of modification. If this Agreement has been terminated, a notice of termination shall be recorded in the Iredell County Registry. Upon the recording of such notice of termination, the vested rights provided for in this Agreement shall also terminate.
- d) Other Remedies Available. Nothing in this section shall preclude the Parties from all other remedies available under the law.
- e) Failure to meet Commencement or Completion Dates. As specifically provided in G.S. 160D-1006, the failure to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement pursuant to G.S. 160D-1008, but must be judged based upon the totality of the circumstances.

11) Default.

- a) Default and Cure Period. In addition to the rights and remedies outlined in Section 10 of this Agreement, the failure of the Town or the Developer to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting Party to pursue such remedies as allowed by applicable law, provided however that no termination or modification of this Agreement may be declared by the Town without first granting Developer notice and opportunity to cure as provided in Section 10. Upon the occurrence of a default, the non-defaulting Party shall provide written notice to the defaulting Party of the default, and the defaulting Party shall have sixty (60) days to cure such default, provided that if such default cannot be cured within sixty (60) days using commercially reasonable efforts, the defaulting Party shall be permitted such time as reasonably necessary to effect such cure so long as commercially reasonable efforts are used to diligently prosecute such cure.
- b) Legal Actions. If a defaulting Party fails to cure a default, the non-defaulting Party, in addition to any other rights or remedies under this Agreement, may terminate this agreement, or may institute legal action against a defaulting Party to cure, correct, or remedy any default or material breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purposes of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Iredell, State of North Carolina, and the Parties hereto submit to the personal jurisdiction of such court without application of any conflicts of laws provisions of any jurisdiction.
- c) Administrative Remedies. The Parties to this Agreement recognize that, in addition to any other rights or remedies that may be available, the Town has the right to enforce its rules, policies, regulations, and ordinances, and in the event that the Developer fails to perform any covenants, commitments, or other obligations, the Town is authorized to all remedies available by law or ordinance, and may withhold permits or other such approvals until such default is cured.
- d) Negotiation. In the event any Party believes another Party is in default or is in material breach of this Agreement, the Parties shall make a good faith effort to negotiate and informally resolve the issues in dispute prior to terminating this Agreement.
- e) Notwithstanding any provision in this Agreement to the contrary, in no event shall either Party be liable to the other Party (or to any third party, whether or not claiming through such other Party) for indirect, consequential, special, incidental, exemplary or punitive damages (including, without limitation, lost profits of any kind or nature whatsoever).

12) General Provisions.

a) Term. The term of this Agreement shall commence upon the Effective Date of this Agreement and shall continue for twenty (20) years unless sooner terminated in accordance with the provisions of this Agreement. This Agreement term has been established by the Parties as a reasonable estimate of the time required to complete the Development of the Property and for the Town to obtain the public benefits of the Development. Site construction shall commence no later than five (5) years from the Effective Date of this Agreement. Thereafter, the end of the term of this Agreement, may be extended from time to time by the Parties or earlier terminated in accordance with the provisions of this Agreement, provided, however, that this Agreement may be renewed for no more than two (2) successive five (5) year periods by mutual agreement of the Parties. The Town Manager shall be the responsible party for the Town to review, consider, and agree or disagree with a renewal of this Agreement. If the Town Manager disagrees with providing an extension, the Developer may request that the extension be reviewed by the Town Board following the process and standards for a Major Modification as described in section 12.b.

b) Amendment. As required by NCGS Section 160D-1006(e), major modifications shall follow the same notice, public hearing, and approval procedures as were followed initially when the Parties formed this Agreement. A major modification is defined in Section 7 of this Agreement. Except as otherwise set forth herein, this Agreement may be amended only by written mutual consent of the Parties or by their successors in interest. Wherever said consent or approval is required, the same shall not be unreasonably withheld. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the Town, after written notification to the Developer, may modify the affected provisions, upon a finding that the change in state or federal law has a fundamental effect on this Agreement. Such modification shall be considered a major modification and the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations. In such event, compliance with all other provisions of this Agreement shall remain unaffected and unmodified.

c) Termination. This Agreement may be terminated as otherwise provided for in this Agreement or by the mutual Agreement of the Parties. Any termination of this Agreement shall be recorded in the Iredell County Register of Deeds.

d) Severability. If any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

e) Merger. This Agreement, coupled with its Exhibits, which are incorporated herein by reference, state the final and complete expression of the Parties' intentions with respect to the subject matter hereof.

f) Further Assurances. The Parties hereto shall cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all obligations under the Agreement. In the event of any legal action instituted by a third party or other

governmental entity or official challenging the validity of any provision of this Agreement, the Parties shall cooperate in defending such action.

g) Governing Law. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of North Carolina, without regard to principles of conflicts of laws.

h) No Pledge of Taxing Power or Governmental Authority. No provision of this Agreement shall be construed or interpreted as (1) creating a pledge of the faith and credit of the Town within the meaning of any constitutional debt limitation, (2) delegating governmental powers, or (3) a donation or a lending of the credit of the Town within the meaning of the Constitution of the State of North Carolina. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Town monies, or operate beyond its intended scope so as to restrict, to any extent prohibited by law, any future action or right of action on the part of the Town Board. To the extent of any conflict between this section and any other provision of this Agreement, this Section shall control. This Agreement has been pre-audited to ensure compliance with the budgetary accounting requirements that may apply. This Agreement is conditioned upon, and shall not become operative until, any required pre-audited certification is supplied.

i) Limitation of Liability. The Town will look solely to the Developer, as applicable, as to any rights it may have against such Party under this Agreement, and hereby waives any right to assert claims against limited partners, managers, affiliates, or members of the Developer. Likewise, Developer agrees to look solely to the Town as to any rights it may have against the Town under this Agreement and hereby waives any right to assert claims for personal liability against individuals acting on behalf of the Town, its Town Board of Commissioners members, agencies, boards, or commissions

j) Successors and Assigns. The Developer may at any time assign its respective rights and responsibilities hereunder. No such assignment shall be effective until a written assignment is executed by the assignor and the assignee and recorded in the Iredell County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement. The term "Developer" as used herein, shall denote: (1) the named Developer herein, and (ii) any successor or assign of Developer hereunder. This Agreement shall be recorded against the Property by Developer within fourteen (14) days after the Effective Date, and the rights and obligations of Developer contained herein shall run with the land.

k) Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities not Parties or successors and assigns to this Agreement.

l) Town Approval of Agreement. The Town Board of Commissioners has approved the Project under the process set forth in Applicable Law on the terms and conditions set forth in this Development Agreement.

m) Recordation. As required by G.S. 160D-1011, the Developer shall record the agreement

with the Iredell County Register of Deeds within fourteen (14) days after the execution of the Development Agreement by the Town.

n) Estoppel Certificate. Upon request in writing from Developer, the Town will provide a certificate (the "**Certificate**") in recordable form that, solely with regard to the portion of the Real Property described in the request, there are no violations or breaches of this Agreement, except as otherwise described in the Certificate. The Town will respond to such a request within thirty (30) days of the receipt of written notice of the request. The Certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained therein as of its date and may be relied upon by all persons having notice thereof. No claim or action by the Town to enforce compliance with this Agreement, on account of a violation or alleged violation hereof existing as of the date of the Certificate, may be brought against Developer alleging any violation of the terms and covenants affecting such portion of the Real Property as is the subject of the Certificate except as otherwise described in the Certificate. If the Town shall not respond to such request within thirty (30) days of its receipt, the portion of the Real Property described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the requesting Party, including a copy of the request and the notice of receipt, and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this Section.

o) Construction of Agreement. Both Parties hereto have been represented by counsel in the negotiation of this Agreement, and neither this Agreement nor any provision hereof shall be construed against a Party hereto because such Party drafted it or caused it to be drafted.

p) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

q) Attorneys' Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearing, the prevailing Party shall be entitled to receive from the other Party thereto reimbursement for all reasonable attorneys' fees and all costs and expenses. Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

r) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, or by delivery through a nationally recognized overnight carrier, delivery confirmation required, provided that such notices may be delivered via electronic mail if such notice shall also be delivered by one of the other methods described in this section. Delivery shall be deemed effective as of the date of the delivery receipt, or, for notices delivered electronically, on the date such notice was sent via electronic mail without automatic notification of any delivery error. Notices shall be delivered to the following addresses, or such other address as such Party may from time to time direct by written

notice:

To the Town:

Town of Mooresville Town Manager
Attn: Randy Hemann
413 North Main Street
Mooresville, NC 28115
704-662-3188
rhemann@mooresvillenc.gov

With copies to:

Town of Mooresville Planning and Community Development Director
Attn: Danny Wilson
413 North Main Street
Mooresville, NC 28115
704-662-7040
dawilson@mooresvillenc.gov

And to:

Town of Mooresville Town Attorney
Attn: Sharon Crawford
413 North Main Street
Mooresville, NC 28115
704-799-4162
scrawford@mooresvillenc.gov

To the Developer:

Brian Macho
MOORESVILLE BTR DEVELOPER, LLC
Attn: Sarah Spangler
2485 E. Southlake Blvd., Ste. 220
Southlake, TX 76092

With copies to:

Irvin Law Group, PLLC
Attn: Cindy Reid
19726 Zion Avenue
Cornelius, NC 28031
704.896.0820
cindy@irvinlawgroup.com

s) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile or scanned copies of executed originals and may further be executed by counterpart signature pages.

t) Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings between the Town and the Developer relative to the Project and supersedes all previous agreements. There are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these Parties relative to the matters addressed herein other than as set forth or as referred to herein or as contained in the UDO, Current Regulations, or as expressed in the development conditions applicable to this Property.

u) Time for Performance. Any reference to “day” or “days” herein shall mean calendar day(s) unless otherwise specified, and any deadline or outside date set forth herein falling on a Saturday, Sunday, or holiday on which banks are closed for business in Mooresville, North Carolina shall be automatically extended to the following business day.

v) Conflicting Terms; Conflicting Requirements. In the event of a conflict between the requirements of this Agreement and the requirements of any exhibits or any of the Related Agreements, the more stringent requirements shall apply.

[SIGNATURE PAGES TO FOLLOW]

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



By: _____
Name: Evans Ballard
Title: Finance Director

State of North Carolina
County of ~~Rowan~~ ^{Rowan} ~~Frederick~~

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Evans Ballard personally appeared before me this day and acknowledged to me that he is Finance Director of the Town of Mooresville and that he executed the foregoing document for the purpose indicated.

Date: January 11, 2023
(affix seal or stamp here)



Notary Public
Printed/Typed Name: Jane Wise Crosby
My Commission Expires: 07-13-2027

IN WITNESS WHEREOF, this Development Agreement has been executed by the Town and Developer, effective on the Effective Date hereof.



TOWN OF MOORESVILLE

By: *Miles Atkins*
Printed Name: Miles Atkins
Title: Mayor, Town of Mooresville

Attest: *Genevieve Glaser*
Genevieve Glaser, Town Clerk

State of North Carolina
County of Rowan

I, the undersigned, a Notary Public of the County and State aforesaid, certify that Miles Atkins personally appeared before me this day and acknowledged to me that he is the Mayor of the Town of Mooresville, and that Genevieve Glaser personally appeared before me this day and acknowledged to me that she is the Town Clerk of the Town of Mooresville, a municipal corporation of the State of North Carolina, and that by authority duly given and as the act of the Town's Board of Commissioners, the foregoing document was signed in the Town's name by its Mayor, sealed with its Town seal, and attested by the Town Clerk.

Date: January 11, 2023
(affix seal or stamp here)

Jane Wise Crosby
Notary Public
Printed/Typed Name: Jane Wise Crosby
My Commission Expires: 07-13-2027



MOORESVILLE BTR DEVELOPER, LLC

By: 
Printed Name: PATRICK MARINO
Title: Manager

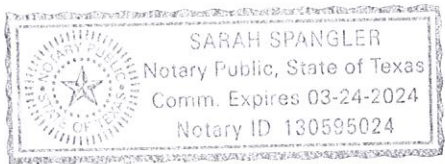
Texas 15
State of ~~North Carolina~~

County of Tarrant

I, the undersigned, a Notary Public of the County and State aforesaid, certify that PATRICK MARINO personally appeared before me this day and acknowledged to me that, by authority duly given, he/she executed the foregoing document on behalf of MOORESVILLE BTR DEVELOPER, LLC, a North Carolina limited liability company, in the capacity as Manager of the limited liability company.

Date: 01/13/2023

(affix seal or stamp here)




Notary Public
Printed/Typed Name: Sarah Spangler
My Commission Expires: 03/24/2024

Exhibit D

Approved Budget

DRAFT



M GROUP C O M P A N I E S

Address: 1 Town Center Rd., Suite 675
Boca Raton, FL 33486

Contact: Brian Macho, COO
bmacho@mgrpcompanies.com

Project Name: Norman Village Rd.
Start Date: 7/1/24
Bid Date: 2/7/24

Project Budget

COSTS	Total
Legal	\$600,000
Third Party Due Diligence / Inspections / Testing	\$350,000
Engineers / Consultants	\$800,000
Land Condemnation	\$225,000
Pre-Con / Clearing / Site Prep	\$3,125,000
Site Work / Paving / Landscaping	\$7,150,000
Retaining Walls	\$1,400,000
TIA Mitigation Measures Agreement Requirements*	\$1,250,000
Norfolk Southern Rail Line Crossing	\$2,500,000
Street Trees	\$190,000
Contingency	\$500,000
TOTAL	\$18,090,000

*Only costs directly associated to turn lanes and signalization off Hwy 115 and Hwy 21 included. Other off-site costs required by the TIA MMA not included in this budget.

Exhibit E

Reimbursement Schedule

Payment #	Milestone to be Achieved	Required Documentation for Submittal	Maximum Amount to be Reimbursed
1	Town of Mooresville Approval of 100% design plans for the Timber Road Extension	Town of Mooresville Approval Letter	\$5,000,000
2	Final plat approval of Phase 2	Recorded Plat with Iredell County	\$5,000,000
3	Final plat approval of Phase 3	Recorded Plat with Iredell County	\$4,852,425

DRAFT



CENTRALINA

REGIONAL COUNCIL

Item 7

Board Agenda Item – Region of Excellence

Board Meeting Date:	June 12 th , 2024	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	John Holmes	Presentation Time:				
Presenter at Meeting:	John Holmes	Phone Number:	704-385-4517			
		Email:	jholmes@centralina.org			
Alternate Contact:	Kelly Weston	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Submitting Department:	GAME	Department Head Approval:	Michelle Nance			
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
<p>The Region of Excellence Awards is an annual award that recognizes outstanding achievements in support of Centralina’s mission to expand opportunity and improve quality of life. Local governments are asked to nominate an innovative project, program, plan or individual that has contributed to significant and positive advancements in the regional community during FY23 and FY24. These nominations will then be reviewed by an independent panel of judges.</p>						
Background & Basis of Recommendations:						
<p>The Region of Excellence Award Ceremony is in process and will conclude this year with the award announcements taking place at the Board of Delegates Meeting on October 9th, 2024.</p>						
Requested Action / Recommendation:						
Receive as information and request Board feedback.						
Time Sensitivity: <i>(none or explain)</i>	None					
Budget Impact: <i>(none or explain)</i>	Program is funded by membership dues.					
Attachments: <i>(none or list)</i>	Region of Excellence Flyer					

The Centralina Region of Excellence Awards aims to honor outstanding achievements in support of our mission to expand opportunity and improve quality of life. We encourage you to submit nominations for local governments, individuals, nonprofits and other stakeholder organizations that contributed to significant positive advancements in the regional community over the past calendar year.

Award Categories



Aging in Action



Clean Cities & Communities



Cross Community Collaboration



Improving Quality of Life



Local Government Innovation



James D. Prosser Excellence in Government Leadership

Submission Deadline: August 16, 2024 (nomination period opens June 10th)

Award Announcement: October 9, 2024

www.RegionofExcellence.org

Award Information



CENTRALINA
REGIONAL COUNCIL

<p>Aging in Action</p>	<p>Open to:</p>
<p>The recipient of this award serves as a leader in impacting communities so adults can age with choice, dignity and independence. The awardee has implemented a program that demonstrates a commitment and contribution to older and/or disabled adult issues, engagement, participation and/or volunteerism of older adults and advocacy for and behalf of older and disabled adults and their families.</p>	<ul style="list-style-type: none"> • Nonprofits • Local Governments • Individuals
<p>Clean Cities & Communities</p>	<p>Open to:</p>
<p>The recipient of this award supports the integration of sustainable, innovative and resilient clean mobility initiatives that support maximizing local investments, energy efficiency, our natural spaces and a thriving region.</p>	<ul style="list-style-type: none"> • Nonprofits • Local Governments • Stakeholder Organizations
<p>Cross Community Collaboration</p>	<p>Open to:</p>
<p>Strong partnerships, cooperation and communication between local governments and stakeholders not only make our communities stronger, but also demonstrate Centralina’s mission of regional collaboration. The awardee has demonstrated a commitment to collaboration in a manner that benefits not only their own community, but also others as well.</p>	<ul style="list-style-type: none"> • Local Governments • Stakeholder Organizations (must submit with a Local Government)
<p>Improving Quality of Life</p>	<p>Open to:</p>
<p>Providing a great place for people to live, work and play is a goal that every community strives for. Communities across the region demonstrate their commitment to a higher quality of life that enables all people to have the amenities, services and opportunities to thrive.</p>	<ul style="list-style-type: none"> • Local Governments
<p>Local Government Innovation</p>	<p>Open to:</p>
<p>Local governments are being asked to do more with less at a time when the role of government is increasingly important. The awardee has made the most optimum use of their available resources in a manner that is both innovative and brings value to our communities.</p>	<ul style="list-style-type: none"> • Local Governments
<p>James D. Prosser Excellence in Government Leadership</p>	<p>Open to:</p>
<p>Public service employees strive for excellence in service of their community by serving as outstanding leaders and demonstrating a commitment to high ethical standards. The award recognizes the cumulative achievements of a local government professional who has served as a role model for others and exhibited high professional standards throughout their public career.</p>	<ul style="list-style-type: none"> • Local Government Employees

Contact John Holmes with questions at 704-385-4517 or jholmes@centralina.org.



CENTRALINA

REGIONAL COUNCIL

Item 8

Board Agenda Item Cover Sheet

Board Meeting Date:	June 12, 2024	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Kelly Weston	Presentation Time:	15 minutes			
Presenter at Meeting:	Kelly Weston, Chris Wall, Leslie Mozingo	Phone Number:	704-348-2728			
		Email:	kweston@centralina.org			
Alternate Contact:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Submitting Department:	Government Affairs & Member Engagement	Department Head Approval:	Michelle Nance			
Title of documents as shown in the Agenda: State and Federal Relations Update						
Description of Agenda Item: <i>(This wording will be used to summarize the item on the agenda cover page.)</i>						
The Board will receive an update on Centralina's state and federal government engagement activities.						
Background & Basis of Recommendations:						
Centralina's intergovernmental affairs program presents a unified voice for regional advocacy at both the federal and state levels. Our Federal Action Plan and Raleigh Relations Advocacy Agenda guide our engagement with our region's U.S. congressional delegation and our legislators in the General Assembly respectively. Our work to advance the Board-identified priorities in these plans includes building relationships with legislators, tracking legislation impacting local communities, and providing policy updates at Board meetings.						
Requested Action / Recommendation:						
Motion to accept the Strategics Consulting performance report for April through May 2024.						
Time Sensitivity: <i>(none or explain)</i>	None.					
Budget Impact: <i>(none or explain)</i>	None.					
Attachments: <i>(none or list)</i>	1. Strategics Consulting: April - May 2024 Report 2. Annual Report 2023-24					

GOALS AND ACTIVITIES FOR STRATEGICS CONSULTING
April – May 2024 REPORT

- 1. Build, maintain, and enhance relationships with Members of Congress and the federal agencies.**
 - Prepared elections analysis of Centralina’s current congressional delegation in comparison to what is expected after November’s elections due to redistricting.
 - Communications regarding changes in staff in local congressional offices.

- 2. Develop advocacy strategies around the approved Federal Action Plan on regional priorities and implement in coordination with Centralina’s management.**
 - Prepared talking points and slides for April Executive Board meeting and attended the meeting.
 - Updated Federal Relations Calendar for, and participated in, biweekly calls with ED.
 - Prepared Annual Report and Performance Report for the June Executive Board meeting.
 - Prepared analysis on Economic Development Administration (EDA) reauthorization legislation.
 - Researched precedence in Community Project Funding (CPF) under Transit Infrastructure account and provided guidance on Centralina’s planned submission.
 - Created document of Congressman Jeff Jackson’s CPF questions and those from the Appropriations Committee relevant to the targeted account.
 - Researched status of reauthorization legislation timing for EDA, Older Americans Act, and Workforce Innovation and Opportunity Act.
 - Prepared seven separate appropriations forms for each subcommittee as part of the request submitted to U.S. Senator Ted Budd’s office for the annual appropriations directive language recognizing regional councils explicitly in competitive grant opportunities.
 - Communications regarding status of posting chosen CPF projects on congressional websites.

- 3. Provide information and support related to federal grant opportunities in coordination with Centralina staff.**
 - Provided weekly Grants Alerts.
 - Contacted EPA to inquire on timing of Brownfields grant award announcements.
 - Sent information specifically on the Choice Neighborhoods Planning Grants.
 - Communications regarding next round of Pro Housing Grants.
 - Wrote Capitol Corner article regarding Congresswoman Alma Adams’ attendance at Centralina’s inaugural Women in Government event.

- 4. Respond to trouble shooting requests from members and Centralina on federal issues.**
 - Continued working with Congresswoman Adams’ office to assist the FY23 HUD funding process for North Mecklenburg Housing Initiative.

For more information, contact Leslie Mazingo at (202) 255-5760 or leslie@strategics.consulting.

**CENTRALINA REGIONAL COUNCIL
FEDERAL RELATIONS ANNUAL REPORT
July 2023 – May 2024**

Thank you for allowing Strategics Consulting to provide federal advocacy and government relations services to the Centralina Regional Council. Centralina is consistently growing stronger each year at the federal level and this year was no different. For example, on two different occasions recently where Centralina was not present, a Senate staff member referred to Centralina specifically when describing good work being done in the state. Other examples under each of the performance measures used by Centralina to gauge quality of work and successful outcomes by Strategics include:

Build, Maintain, and Enhance relationships with Members of Congress and the federal agencies.

- U.S. Senator Thom Tillis’ fireside chat with Centralina’s newly elected officials.
- U.S. Representatives Alma Adams and Jeff Jackson meeting personally with Centralina’s elected officials during August Advocacy.
- Centralina’s congressional delegation participation in the 55th Anniversary dinner, providing video remarks from U.S. Senator Thom Tillis and written remarks from U.S. Representatives Jeff Jackson and Dan Bishop, as well as attendance by several congressional staff members.
- U.S. Representative Alma Adams’ participation in Centralina’s luncheon honoring Women in Government.

Develop advocacy strategies around the approved Federal Action Plan on regional priorities and implement in coordination with Centralina’s management.

- Coordinated and participated in six DC meetings with congressional delegation offices and federal agencies for Centralina’s Executive Director (ED); provided background materials to ED to assist with meeting preparation.
- Worked with ED to revise the Federal Action Plan and strategies for implementing those priorities, and participated in biweekly strategy sessions to discuss action items, federal updates, and more.
- Secured FY24 Appropriations Report Language in four subcommittees to give more attention to regional councils and regional collaboration. The language must be repeated each year, so we are currently working on FY25.
- Worked with Congresswoman Adam’s office to finalize the release of FY23 Community Project Funding for North Mecklenburg Housing Initiative by the U.S. Department of Housing and Urban Development.
- Responded to new issues and provided breakdowns and analysis of large, complicated legislation such as the Workforce Innovation and Opportunity Act, Older American Act and Economic Development Administration reauthorizations.
- Scheduled combined meeting with the office of U.S. Senator Thom Tillis’ and U.S. Senator Ted Budd for Director of Centralina Area Agency on Aging and her counterparts from the NC Area Agencies on Aging.
- Coordinated and participated in meetings with federal agencies including the U.S. Departments of Housing and Urban Development and Transportation, as well as the Environmental Protection Agency.

Provide information and support related to federal grant opportunities in coordination with Centralina staff.

- Reviewed Centralina’s Brownfields grant application and advised revisions, specifically recommended including the impact of closing coal-fired plants on the surrounding communities.
- Secured letters of support from U.S. Senators Tillis and Budd as well as U.S. Representatives Bishop and Jackson for Centralina’s Brownfields grant application.
- Coordinated and implemented advocacy strategies on multiple grants including Regional Infrastructure Accelerator, Brownfields Assessment Coalition, and selection of Centralina as the Metropolitan Statistical Area for the Climate Pollution Reduction Grant resulting in over \$3 million in federal funding to Centralina Regional Council.
- Provided regular updates on individual grant opportunities, a weekly list of all published funding opportunities for local governments, and a quarterly update on competitive grants forthcoming that is updated twice a year.
- Researched and provided subject expert advice on often complicated grant opportunities such as the Brownfields Assessment Coalition Grant, Climate Pollution Reduction Grant, and the Regional Infrastructure Accelerator Program.
- Participated in federal agency webinars; wrote letters of support for congressional offices on grant applications and programs and coordinated delivery of same; arranged calls with federal agencies; evaluated previously unsuccessful applications and made recommendations for improvement; shared key political contacts; advised on talking points for individual meetings; recommended grant programs and how to make applications more competitive. These tasks were performed for both Centralina Regional Council and for specific member governments.

Additional items.

- Wrote Capital Corner entries monthly for Centralina’s newsletter, shared the newsletter with the Congressional delegation numerous times and advised on opportunities to share social media related to actions taken by congressional delegation.
- Reported verbally and in written reports to all Executive Board meetings, as well as several more meetings of the Board of Delegates and Regional Managers.
- Analyzed redistricting impacts on the Centralina region and prepared a detailed memo summarizing the upcoming federal elections that will result in changes to the North Carolina Congressional Delegation and Centralina’s representation at the federal level.
- Prepared federal support materials including updates to congressional contact information and a combined House and Senate congressional calendar to identify best times for local meetings and events.

I believe there is always room for improvement and welcome suggestions that will help me and my team serve you and your constituents better. I also remain personally committed to ensuring that every year you entrust Strategics with your federal advocacy needs will continue to result in measurable successes.

Respectfully,



Leslie C. Mazingo
Owner and CEO



CENTRALINA

REGIONAL COUNCIL

Item 9

Board Agenda Item Cover Sheet

Board Meeting Date:	June 12, 2024	Agenda Item Type:	Consent:		Regular:	X
Submitting Person:	Geraldine Gardner	Presentation Time:	15 minutes			
Presenter at Meeting:	Geraldine Gardner	Phone Number:	704-351-7130			
		Email:	ggardner@centralina.org			
Alternate Contact:		Phone Number:				
		Email:				
Submitting Department:	Administration	Department Head Approval:	Geraldine Gardner			
Title: FY25 Workplan Briefing and Approval Motion						
Description of Agenda Item:						
<p>Centralina will provide the Executive Board with a briefing on the proposed FY24-25 workplan that implements year two of the Centralina Strategic Plan. The workplan was developed with input from Centralina staff, Regional Managers, and the Board of Delegates. The Executive Board is asked to approve the FY24-25 workplan so that activities can commence on July 1, 2024.</p>						
Background & Basis of Recommendations:						
<p>The proposed FY24-25 Centralina Regional Council Workplan will guide the work of our departments in the second year of implementing the current Strategic Plan. The internal inputs that shaped the workplan include discussions at the April Centralina All-Staff Retreat and subsequent department meetings. Staff received member government input via engagement of our Board of Delegates at their May 10th meeting and Regional Managers at their April 19th meeting.</p> <p>The workplan is organized by the four goals of the Strategic Plan as follows:</p> <p>Goal 1: Lead regional engagement to prepare, plan, and act on issues that respond to today's needs and tomorrow's opportunities.</p> <p>Goal 2: Build local government capacity, efficiency, and innovation in service to Centralina communities and the region.</p> <p>Goal 3: Grow our portfolio of person-centered services that enhance an individual's ability to thrive in their careers and in their communities.</p> <p>Goal 4: Strive for organizational excellence by investing in our employees, promoting our work, and building efficient systems.</p> <p>Under each goal is a set of specific strategies, also outlined in the adopted Strategic Plan, and the annual implementation actions that the organization will pursue as part of the workplan. Staff will continue to present quarterly updates to the Board of Delegates on progress towards implementation.</p>						
Requested Action / Recommendation:						

Motion to approve the FY24-25 Workplan as proposed.	
Time Sensitivity: <i>(none or explain)</i>	Approval at the June meeting is essential as this is the last meeting before the end of the fiscal year.
Budget Impact: <i>(none or explain)</i>	All activities proposed in the workplan as funded in the FY24-25 adopted budget.
Attachments: <i>(none or list)</i>	FY24-25 Workplan



Centralina Regional Council



2024 – 2025 Workplan



Goal 1: Lead regional engagement to prepare, plan and act on issues that respond to today's needs and tomorrow's opportunities.

Strategy 1: Lead implementation of regional infrastructure and mobility initiatives outlined in plans such as CONNECT Beyond, the Regional Freight Mobility Plan and CONNECT our Future.

FY24 - 25 Priority Actions

1. Continue implementation of high-priority CONNECT Beyond implementation items including the Advancing the Plan Committee, Seamless CONNECTIONS initiative and increasing cross-system coordination among human services transit providers.
2. Launch a regional Transportation Demand Management program that is sustainable, affordable, accessible, known and convenient for all.
3. Complete the COORDINATE Our Future regional land use analysis for travel demand modeling and facilitate CommunityViz trainings.
4. Disseminate the Transportation Guide for Older Adults and People with Disabilities throughout region to older adults and Centralina communities.
5. Provide at least four transportation related training events to those serving older and disabled adults such as transit providers or aging service providers, older adults, caregivers and people with disabilities.
6. Determine opportunities for training, innovative financing and/or consortium applications for Bipartisan Infrastructure Law, Inflation Reduction Act and American Rescue Plan Act (ARPA) funding.
7. Launch the initial activities of the Centralina Integrated Mobility Center.
8. Increase communication of regional mobility and CONNECT Beyond implementation activities through website updates and an annual report.

Strategy 2: Strengthen regional partnerships and foster collaboration on resilience, recovery and environmental stewardship initiatives.

FY24 - 25 Priority Actions

1. Launch a regional brownfields program to support community redevelopment, adaptive reuse of buildings, environmental assessment and future clean up.
2. Develop grant-required Comprehensive Climate Action Plan that aligns to local and regional priorities and outlines feasible implementation strategies.

3. Engage and support water groups (e.g. Lake Wylie Marine Commission, the South Fork River Health Committee, High Rock Lake, Catawba-Wateree Water Management Group) to strengthen regional collaboration on infrastructure, management and sustainability.
4. *(If funded)* Launch the next phase of the Regional Resilience Collaborative to track county performance of the Regional Resilience Roadmap, support the completion of locally requested plans and offer FEMA Public Assistance Administration training.

Strategy 3: Align Centralina’s economic development and workforce development initiatives to effectively lead regional economic development strategy implementation.

FY24 - 25 Priority Actions

1. Support the implementation of the *Prosperity for All Comprehensive Economic Development Strategy (CEDS)* through the management of thematic working groups and tracking implementation activities via quarterly progress reports.
2. Contribute to the EDA-funded Carolinas Innovation Center for Optics and Metrology (CICOM) Tech Hub Grant by engaging regional stakeholders to create a talent development strategy.
3. Evaluate existing certified career pathways to determine if expansion is needed or if new career pathways should be developed and formally submitted for certification.
4. Meet quarterly with local businesses, economic developers and education leaders in each county to identify and recommend industry-specific talent retain / retrain approaches.
5. Participate in quarterly meetings between the region’s three workforce board business service leaders to increase region-wide collaboration with industry partners.
6. Partner with seven participating counties to develop the Institute of Emerging Issues (IEI) at NC State BAND-NC funded Regional Digital Inclusion blueprint plan and curate regional implementation strategies to increase local affordability and access.
7. Develop a Regional Digital Inclusion interactive webpage to serve as a repository for County Digital Inclusion plans, information and resources.

Strategy 4: Expand research, data analysis and convening activities to better position the region to address emerging challenges.

FY24 - 25 Priority Actions

1. Utilize the regional data portal to proactively identify trends and produce a monthly snapshot, infographic or article for the *Central Lines* newsletter.
2. Promote and update the customized data and mapping tools available on the Centralina Data Portal including CEDS Data Dashboard and Prosperity Profiles, Transit Equity Map and Resilience and Equity Hazard Assessment Tool (REHAT).
3. Utilize data and original analysis to inform regional convenings and activities such as the economic forecast briefing, state of the region report and Board meetings.

Strategy 5: Advance regional priorities at the state and federal levels through a robust advocacy agenda and strategic partnerships.

FY24 - 25 Priority Actions

1. Develop the federal advocacy agenda for the 119th Congress and relationships with new Congressional representatives and their staff.
2. Develop the state advocacy agenda for the 2025 long session and continue Raleigh Relations efforts to build relationships with representatives and their staff.
3. Collaborate with federal and state relations consultants to provide Centralina members with legislative and policy analysis via monthly “Capitol Corner” articles in the *Central Lines* newsletter.
4. Collaborate with NC Association of Regional Councils of Government (NCARCOG) on the 2025 state-wide advocacy agenda and COG funding requests.

Core Services

- Regional planning and implementation on growth, mobility, economic development, alternative fuels, community resilience and digital inclusion.
- Centralina Clean Fuels Coalition, including the Department of Energy supported Clean Cities Energy and Environmental Justice Initiative, that supports partnership building with groups who advocate for environmental justice in underserved communities.
- Federal grant information and administration for economic development (EDA), Southeast Crescent Regional Commission (SCRC), Congressional Community Projects Funding (CPF) and workforce development programming and career services (WIOA).
- Regional Federal Advocacy and Raleigh Relations Initiatives.

Goal 2: Build local government capacity, efficiency and innovation in service to Centralina communities and the region.

Strategy 1: Expand technical assistance offerings to leverage Centralina expertise and efficiently deliver services to local governments.

FY24 - 25 Priority Actions

1. Promote availability of advisory services to local governments in planning for housing diversity, attainability and equitability, model zoning code language and minimum code enforcement.
2. Promote technical assistance services to smaller local governments including strategic planning, communications and engagement, operational and HR policy review and administrative services.
3. Provide technical assistance to local governments to support hazard mitigation, recovery and resilience planning.
4. Support local Energy Efficiency Block Grant implementation through regional education, low-moderate income qualification technical assistance and non-profit support.
5. Increase awareness among local government stakeholders of aging issues and provide at least one aging sensitivity training to a government organization.

Strategy 2: Support the local implementation of land use, mobility and healthy communities solutions identified in regional plans.

FY24 - 25 Priority Actions

1. Implement the North Mecklenburg Housing Preservation Initiative in coordination with local governments and non-profit partners.
2. Conduct pilot projects with four to eight employment, healthcare and education centers in the Charlotte Regional Transportation Planning Organization area to develop and implement Transportation Demand Management tools and strategies.
3. Conduct at least four walkability audits around fixed-route transit stops to support safe, accessible mobility.
4. Provide on-demand support, expertise and training to local governments seeking to implement actions that support regional plans related to electric vehicles and infrastructure, energy efficiency and alternative fuels, mobility and transportation trends.
5. *(If funded)* Engage up to four local governments in their role in advancing implementation actions in CONNECT Beyond, including planning for

mobility hubs, increasing local access to transit and supporting employee commuter programs.

6. *(If funded)* Assist local governments in implementing energy efficient programs or projects under the Climate Pollution Reduction program, with funding provided to the state of North Carolina.

Strategy 3: Lead impactful networks and convenings that build knowledge, share resources and foster regional relationships.

FY24 - 25 Priority Actions

1. Expand outreach to leaders in smaller local governments to exchange best practices and scalable solutions through activities and the Small Towns Thrive initiative.
2. Plan and implement six to eight *Centralina Learns* events to equip local governments with information and resources on emerging policy and practice topics.
3. Host annual 2025 Aging Conference for aging and healthcare service providers, professionals and volunteers.
4. Develop and pilot Digital Navigator program to provide digital skills building to older adults and professional working with older adults across the region.

Strategy 4: Expand programming that builds fiscal health and efficiency in local governments through grants and shared services.

FY24 - 25 Priority Actions

1. Support local governments in the annual reporting and final close out of federal ARPA funding.
2. Coordinate across departments to develop a multi-tiered approach to providing grant information, advisory and preparation services to local governments with varying needs and local capacities.
3. *(If funded)* Provide local government financial support services that meet the needs of Centralina members.

Strategy 5: Support local government and public administration service through talent recruitment, professional development and strategic partnerships.

FY24 - 25 Priority Actions

1. Coordinate across GAME and Centralina Workforce Development Board to develop programming and resources for local governments that supports and/or fill gaps in employee attraction and retention efforts.
2. Expand awareness of Centralina Workforce Development Board services and its NCWorks Career Centers to pursue collaborations with local governments to support their hiring and training needs.
3. Develop a condensed Centralina NCWorks Career Centers services demo package for local governments.

Core Services

- Regional groups management: Regional Managers, Mobility Management Committee, NC 73 Council on Planning, etc.
- Member engagement, retention and cultivation activities
- Administration and content development for online member portal and resource center
- Technical assistance services in planning, community development and public administration
- Centralina Learns professional development and education events
- Region of Excellence Awards program
- Grant information, writing and administration of state and federal grants Community Development Block Grants (entitlement and neighborhood revitalization)

Goal 3: Grow our portfolio of person-centered services that enhance an individual’s ability to thrive in their careers and in their communities.

Strategy 1: Expand our capacity to address the social determinants of health for a broader range of older adults and people with disabilities.

FY24 - 25 Priority Actions

1. Launch new home improvement and safety “Choosing Home” initiative focusing on at-risk and vulnerable older adults in all nine counties.

2. Administer Veterans-directed home and community-based services program in partnership with Salisbury Veterans Administration Medical Center.
3. Procure a registered dietician consultant and provide one Medicare approved Diabetes Self-Management Education and Support workshop.
4. *(If funded)* Develop regionwide Digital Champion program for older adults that supports their digital literacy of mobility, public safety and social isolation services, information and supports.

Strategy 2: Pursue creative funding, program and service adaptations that respond to changes in available federal funding and the needs of historically underserved populations.

FY24 - 25 Priority Actions

1. Refine business development strategy for aging program sustainability.
2. Lead engagement of Centralina Workforce Development Board, Workforce Consortium, Equus service provider and other stakeholders to determine best strategy for utilization of federal funds and deployment of workforce services and locations in the region.
3. Develop funding strategy to supplement declining federal funds and bolster workforce services and programming with discretionary grants and private sector collaborations.
4. Expand community health worker outreach efforts to underserved, non-English speaking older adults in the region with a focus on chronic disease prevention and management.
5. Connect community health workers with local NCWorks Career Centers to better inform individuals of assessment, training and employment services available.
6. Develop and promote services to justice involved individuals, veterans, opportunity youth and non-traditional populations through local NCWorks Career Centers and our community partners.
7. *(If funded)* Expand promotion of work-based learning opportunities and other services by working with NCWorks Career Center leaders to identify and connect with individuals in their communities.

Core Services

- Older Americans Act and related grants implementation and funding to counties for adult nutrition, transportation, in-home aide services, senior centers and more
- Family caregiver support and evidence-based health programs (chronic disease, depression, falls prevention, etc.)

- Long-term care facility Ombudsman services and elder abuse awareness education
- Influenza and shingles vaccine education and outreach
- Senior health insurance counseling
- Workforce, Innovation and Opportunity Act (WIOA) funded training and career services
- NCWorks Career Centers in Anson, Cabarrus, Iredell, Lincoln, Rowan, Stanly and Union counties
- Centralina Nextgen services and NextGen Youth Opportunity Sites

Goal 4: Strive for organizational excellence by investing in our employees, promoting our work and building efficient systems.

Strategy 1: Develop and implement systems for multi-year financial planning and revenue development to support Centralina growth.

FY24 - 25 Priority Actions

1. Update three-year revenue forecast model to plan for resources needed to meet the organization's goals for growth, compensation and fund balance.
2. Develop multi-year strategy for discretionary grants that addresses the remaining state and federal funding opportunities (ARPA, BIL, IRA, CHIPS).
3. Develop organization-wide policies and procedures for grant strategy, development and administration.

Strategy 2: Develop strong systems that support talent development, compensation and operational efficiency.

FY24 - 25 Priority Actions

1. Complete leadership-level succession planning activities to identify critical positions and opportunities for staff development of core leadership competencies.
2. Review and update job descriptions for all positions in preparation for a future pay and classification study.
3. Transition HR forms to secured Cognito system to improve efficiency and decision making.
4. Enhance information dissemination and staff training on key personnel and operational policies and procedures.

Strategy 3: Enhance our OneCentralina culture of innovation, collaboration, connection and service.

FY24 - 25 Priority Actions

1. Lead monthly *OneCentralina Connect* engagement activities focused on strengthening employee belonging, appreciation and recognition.
2. Support *OneCentralina Serves* by organizing Centralina-led volunteer projects in the region and logging service hours for individual volunteer activities.
3. Expand professional development programming to offer ongoing support for supervisors in the practical application of knowledge and engage a new cohort of emerging leaders in the program.
4. Enhance wellness programming by offering Centralina-led activities, promoting available services/information and encouraging department specific work agreements that support flexibility.

Strategy 4: Increase regional awareness of Centralina by enhancing our strategic communications planning and promoting our brand.

FY24 - 25 Priority Actions

1. Enhance communication of regional initiatives at various stages of planning and implementation through website enhancements, media outreach, success stories and reports.
2. Implement a dynamic system for managing department communication needs that includes the identification of specific strategies for priority projects or initiatives.
3. Assess and update Centralina website to account for new initiatives and user needs.
4. Launch the new Centralina Area Agency on Aging website and a redesign process for the CONNECT Beyond website.
5. Increase internal awareness of Centralina's projects and service offerings so that employees can become stronger ambassadors of the organization.

Strategy 5: Manage Centralina assets and information technology systems through proactive planning and risk management.

FY24 - 25 Priority Actions

1. Assess and improve as needed current IT policies/procedures, asset management system and staff training approaches.

2. Strengthen the security culture by enhancing staff training, developing a cyber incident response plan and collaborating with the managed service provider to make the necessary technical adjustments to operations.
3. Evaluate organizational needs for telecommunications services, financial management software, a customer relationship management (CRM) system and event management software to inform future procurement processes.
4. Support the transition to a fully cloud-based file storage system, including a clear structure and staff education to ensure accessibility, security and compliance with applicable regulations.
5. Develop Artificial Intelligence usage policy and test AI tools to determine the best fit for the organization's needs.



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Item 10

Executive Board Agenda Item Cover Sheet

Board Meeting Date:	June 12, 2024	Agenda Item Type:	Committee work sessions:		Regular:	X
Submitting Person:	Michelle Nance	Presentation Time:	15 min			
Presenter at Meeting:	Michelle Nance; Kelly Weston	Phone:	(704) 348-2709			
		Email:	mnance@centralina.org			
Alternate Contact:		Phone:				
		Email:				
Submitting Dept:	GAME	Dept Head Approval:	<i>Michelle E. Nance</i>			
Title of documents as shown in the Agenda: In Focus Discussion: Small Towns Thrive Initiative: Recap and Impact						
Description of Agenda Item: (This wording will be used to summarize the item on the agenda cover.)						
The Small Towns Thrive initiative is the first of its kind to offer regionally based support focused specifically on the needs of communities with populations under 10,000. The program works to equip small local governments with the cross-jurisdictional networks, knowledge and solutions needed to best serve their constituents.						
Background & Basis of Recommendations:						
Over 60% of communities in the Centralina region are under 10,000 in population and more than 55% are under 5,000. These communities offer charm, affordability, and a change of pace compared to their larger counterparts. However, they are often faced with limited staff capacity, small budgets, and few resources. The Small Towns Thrive initiative focuses on building local capacity, creating connections and addressing community-specific needs through:						
<ul style="list-style-type: none"> • Peer-to-Peer Program – Building on the success of our ARPA Peer Consortium, this bimonthly series of interactive, virtual sessions focuses on specific topics of interest to smaller towns, including community engagement, strategic planning, communications/social media, and personnel and operations policies. • Direct Technical Assistance Services – Customized services for individual communities in areas such as retreat facilitation, human resources management, and code enforcement. • Educational Resources – Informational materials, workshops, and trainings to support local government staff and elected officials in their professional development. 						
This briefing will outline the purpose, timeline and benefits of each program, review next steps and how your community can be involved.						
Requested Action / Recommendation:						
Receive as information and provide Feedback.						
Time Sensitivity: (none or explain)	None					
Budget Impact: (none or explain)	Member dues are used to pay for general services; communities pay a modest fee for direct technical assistance.					

Attachments:
(none or list)

Small Towns Thrive brochure



Small Towns Thrive

Centralina is working to uplift and bolster smaller communities within the region by providing the tools and expertise to secure resources, build local capacity, create connections and address local needs unique to small towns.

The **Small Towns Thrive** initiative seeks to empower small town local governments through a bundle of services offered by Centralina Regional Council. Our program encompasses three key areas of focus, namely education, peer learning and technical services. These areas are designed and tailored specifically for small communities and their unique assets and needs to foster efficient, effective and resilient governance.

Small Towns Thrive Key Training Dates

-  **11/30/23 – Small Town Peer-to-Peer: How to Engage Your Community****
-  12/5/23 - 12/12/23 - Artificial Intelligence & Ethics
-  **1/18/24 – Small Town Peer-to-Peer: Strategic Planning****
-  2/8/24 - Implementing Strategic Plans
-  **3/14/24 – Small Town Peer-to-Peer: Communications and Social Media****
-  5/7/24 - How to Tell Your SMART Story in Grant Applications
-  **5/9/24 - Small Town Peer-to-Peer: Personnel and Operation Policies****
-  5/16/24 - Transportation Solutions for the Workforce & Economic Development

**** Peer-to-Peer Session**

HOW DOES THIS PROGRAM WORK?

Education

The program provides comprehensive educational resources, workshops and training sessions tailored to the specific needs of small-town local governments. These sessions cover various essential topics such as policy development, best practices in public administration, financial management, human resources and fostering sustainable growth and development. By enhancing the knowledge base of local government officials, we aim to equip them with the tools needed to address challenges effectively.

Peer Learning

We recognize the value of peer-to-peer learning and networking. Through this element of the program, participating small town governments have opportunities to engage in collaborative discussions, share experiences and learn from each other's successes and lessons. Our goal is to inspire innovation and creative problem-solving by fostering a supportive community.

Technical Services

Our technical services component is a cornerstone of the program. Centralina staff work closely with local governments to develop and implement policies, processes and ordinances that streamline communications, finance, human resources management, growth and development initiatives and public administration. By leveraging our expertise, small towns can ensure that their governance practices are efficient, transparent and future-oriented.

KEY BENEFITS OF THE PROGRAM



Strengthened Governance

Small town governments can untap additional efficiency and effectiveness through tailored policies and streamlined processes.



Enhanced Capacity

Small towns receive relevant training, increasing confidence and applicable resources that can aid communities in tackling complex challenges.



Managed Growth

With a focus on proactive steps toward responsible development, participating towns can lay the groundwork for thriving communities.



Networking Opportunities

Building connections with peers will enable knowledge-sharing and foster a sense of camaraderie among participating municipalities.

READY TO GET STARTED?

Reach out to our Deputy Executive Director, Michelle Nance, at (704) 348-2709 or mnance@centralina.org



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