Nash County Board of Commissioners

Regular Board Meeting

March 07, 2022 at 9:00 AM

Claude Mayo, Jr. Administrative Building

3rd Floor – Frederick B. Cooper Jr. Commissioners Room

120 West Washington Street

Nashville, North Carolina

Citizens with disabilities requiring assistance to participate in public meetings should contact the County Manager’s office.
1. Call to Order
   Chairman Robbie B. Davis

2. Invocation
   Commissioner Fred Belfield

3. Pledge of Allegiance
   Vice Chairman Wayne Outlaw

4. Approval of Minutes
   Regular Meeting Minutes of February 7, 2022
   Regular Meeting Minutes of February 21, 2022

5. Public Comment

6. Nash County Senior Center Receives National Accreditation
   Morgan Doughtie, Senior Center Supervisor

7. Public Hearing on Conditional Rezoning Request CZ-220102 for the Coolwater Phase Four Subdivision
   Adam Tyson, Planning Director

8. Public Hearing on Conditional Rezoning Request CZ-220202 for the Lamm Subdivision
   Adam Tyson, Planning Director

   Adam Tyson, Planning Director

10. Public Hearing and Approval of Inducement Agreement
    Andy Hagy, Economic Development Director

11. Approval of Tax Exempt Loan for West Mount Volunteer Fire Department
    Scott Rogers, Emergency Services Director

12. Interlocal Agreement with Town of Red Oak
    Jonathan Boone, Public Utilities and Facilities Director

13. Abandoned Manufactured Homes
    Patsy McGhee, Assistant to the County Manager

14. North Carolina State Capital and Infrastructure Fund (SCIF) Directed Grant for Nash County
    Patsy McGhee, Assistant to the County Manager
    Donna Wood, Finance Officer
15. 2020 Community Development Block Grant - Coronavirus
   Patsy McGhee, Assistant to the County Manager

16. Down East HOME Consortium - Program Management and Technical Housing Services Agreement
   Patsy McGhee, Assistant to the County Manager

17. Nash County Miracle Park at Coopers - Phase 2 Engineering Design Services Agreement
   Patsy McGhee, Assistant to the County Manager

18. North Carolina Department of Public Safety Grant for Nash County Sheriff’s Office
   Donna Wood, Finance Officer

19. Housing Urgent Repair Program (2020)
   Donna Wood, Finance Officer

20. Budget Amendments
    Donna Wood, Finance Director

21. Board Appointments
    Stacie Shatzer, Assistant County Manager

22. Monthly Tax Report
    Doris Sumner, Tax Administrator

23. Tax Refunds
    Doris Sumner, Tax Administrator

24. Establish Date for the Board of Equalization and Review
    Doris Sumner, Tax Administrator

25. Commissioner Comments

26. Manager’s Report
    Stacie Shatzer, County Manager

27. Closed Session
    Closed session as permitted by NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege; and NCGS 143-318.11(a)(4) for the discussion of matters relating to economic development and the location or expansion of industries or other businesses in the County.

28. Adjournment
**Nash County**

**Commissioner’s Agenda Information Sheet**

**Date:** Monday, March 7, 2022

**Item:** Nash County Senior Center Receives National Accreditation

**Initiated By:** Morgan Doughtie, Senior Center Supervisor

**Action Proposed:** Information Only

**Description:**

The Nash Senior Center first achieved National Accreditation status in 2010, and we are so pleased to say that we have been re-accredited through the year 2027. We are 1 of only 8 centers in the entire state to claim this honor and we join the ranks of only 120 senior centers in the US who have achieved national accreditation status.
02/28/2022

Morgan Doughtie
Nash County Senior Center
103 N. Alston Street
Nashville NC, 27856

Dear Morgan,

I am pleased to officially inform you that the Accreditation Board met on February 24, 2022, and unanimously approved the recommendation for accreditation of the Nash County Senior Center. Successfully achieving accreditation status takes the work of many people both in the senior center and in the community. When these two groups work together the rewards will be felt for many years to come. Your organization demonstrates outstanding leadership and commitment to quality programs and services. This letter is your official notification that the Nash County Senior Center has been accredited by NCOA/NISC for a period of five years from February 2022 – February 2027.

Your Peer Reviewers observed many strengths of the Nash County Senior Center. These included:

• Nash Senior Center has a dedicated and compassionate staff who listen to participants’ needs and has adapted programs to meet those needs in a variety of ways during the pandemic.
• Many facility improvements have been made during the last two years to upgrade areas and make the Center more comfortable and appealing.
• The self-assessment process included several people who had participated in prior accreditation reviews and even included a founding member of the senior center.

Suggestions for the future included:

• Improve the annual report, consider adding participant stories, photos so it is more inviting and can be used as a marketing tool.
• Continue to develop the marketing plan with more detail about actions, and dates for completions of tasks.
• Pursue center expansion plans of 7500 square feet which is needed to add and maintain program.
We are pleased to have the Nash County Senior Center on the list of more than 120 senior centers who meet the standards as developed by NISC. These are centers that are held up as models for others to follow. We know that you and your staff will continue to improve and adapt to meet the changing needs of the older population. We congratulate you and your staff in striving to meet the needs of the older population in your community.

Sincerely,

Christine Beatty
Chair, National Institute of Senior Centers Accreditation Board
Item: Public Hearing on Conditional Rezoning Request CZ-220102 for the Coolwater Phase Four Subdivision

Initiated By: Adam Tyson, Planning Director

Actions Proposed: Hold a legislative public hearing, adopt a statement of plan consistency and reasonableness, and approve or deny the zoning map amendment.

Notice of Public Hearing:

Mailed Notice: February 24, 2022 (To Property Owners within 600 Feet)
Published Notice: February 23, 2022 (The Enterprise)
February 24, 2022 & March 3, 2022 (Rocky Mount Telegram)
Posted Notice: February 24, 2022 (On the Subject Property)

Property Tax ID: PIN # 277500331082 / Parcel ID # 303404

Commissioner District: District #3 – Dan Cone

NOTE:

Conditional Rezoning Request CZ-220102 for the Coolwater Phase Four Subdivision was initially submitted and reviewed by the Planning Board on January 18, 2022 as a request to rezone the subject property to the RA-20-CZ (Medium Density Residential Conditional) Zoning District.

On February 15, 2022, prior to its reconsideration by the Planning Board on February 21, 2022, the applicant revised the request to rezone the subject property to the RA-30-CZ (Single-Family Residential Conditional) Zoning District instead.

No substantial changes in the proposed subdivision sketch plan were required to accommodate this change because the applicant is utilizing the cluster development option to continue to propose lots that are potentially as small as 20,000 square feet in area and an open space lot previously proposed on the western portion of the property has been repurposed as the common area lot that is required for a cluster development.

Description of the Subject Property:
The subject property is an approximately 20.53-acre tract of land owned by Karl Friedrich Haberyan and located on the west side of Whitley Rd, Bailey, NC 27807 in the R-40 (Single-Family Residential) Zoning District.

The property is northeast of the Town of Bailey in the area known as the Green Pond Community and it currently includes one existing nonresidential structure at 9062 Whitley Rd, which is planned to be removed.

The site is immediately south of six (6) existing lots of the Coolwater Phase One Subdivision (2008) along Needham Rd and west of two (2) existing lots of the Coolwater Phase Three Subdivision (2013) along Whitley Rd. It is north of six (6) existing lots of the Glover Oaks Section One Subdivision (2004) also along Whitley Rd. All of which were developed subject to the dimensional requirements of the current R-40 Zoning District.

More recently, the property directly across Whitley Rd was rezoned in May and October of 2021 to RA-20-CZ for the development of the 54-lot Whitley Crossing Phase One Subdivision (Case File #CU-210404) and the 37-lot Whitley Crossing Phase Two Subdivision (Case File #CZ-210901.)

The western boundary of the subject property includes a 50-foot wide Neuse Riparian Buffer to protect the immediately adjacent White Oak Swamp from disturbance.

The site is located in the Neuse River Basin and in the WS-III-PA Watershed Protection Overlay District, meaning that for water quality protection purposes, no lots may be subdivided with less than 20,000 square feet of area.

Description of the Rezoning Request:

The property owner has submitted Conditional Rezoning Request CZ-220102 to rezone the subject property to RA-30-CZ (Single-Family Residential Conditional Zone), specifically for the development of the 22-lot Coolwater Phase Four Subdivision.

The RA-30 (Single-Family Residential) Zoning District “is primarily intended to accommodate low density single-family detached dwellings on large lots in areas without access to public water and sewer services and in areas where soil characteristics necessitate low density development” (UDO 9-1.2 C.)
Approval of the rezoning request would have three substantial impacts on the subject property:

(1) The required minimum lot area would be reduced from 40,000 square feet to 30,000 square feet, increasing the potential residential density, and the cluster development option would permit lots potentially as small as 20,000 square feet with a required common area.

(2) The following nine (9) land uses, which are permitted for development under some circumstances in the current R-40 Zoning District, would no longer be permitted for development under the proposed RA-30-CZ Zoning District: double-wide manufactured homes, rural family occupations, nursing and convalescent homes, solar farms, non-hazardous solid waste disposal collection sites, utility field offices, water treatment plants, horse shows, and/or turkey shoots.

(3) The subject property could only be developed in accordance with the proposed sketch plan for the Coolwater Phase Four Subdivision.

The “conditional” nature of this rezoning request allows for the attachment of reasonable, site-specific development conditions with the consent of the applicant.

Description of the Subdivision Sketch Plan:

Stocks Engineering has submitted a sketch plan for the Coolwater Phase Four Subdivision to serve as the required site plan for this conditional rezoning request. It proposes the development of twenty-two (22) new residential lots.

None of the lots would be accessed directly from the existing Whitley Road, but rather from the proposed new interior road, which also provides a stub road connection to the immediately adjacent property to the south for potential interconnectivity in the future.

The plan uses the cluster development option, meaning that although the normally required minimum lot size in the requested RA-30 Zoning District is 30,000 square feet, these lots may include as little as 20,000 square feet each, provided that all the land which would have otherwise been included in the residential lots is designated as shared common area on the same property.
The sketch plan designates 3.31 acres of common area on the western portion of the property nearest to the White Oak Swamp, which exceeds the minimum calculated requirement of 3.08 acres (or at least 15% of the overall development area.) The lot owners may access the common area via a 20-foot wide access easement to be established on Lots 27 & 28.

The sketch plan includes a shared mailbox kiosk located within the right-of-way of the proposed new interior road and the developer will be required to construct a new waterline within the subdivision to connect each new lot to the existing Nash County Public Water System.

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**Land Development Plan Consistency:**

Conditional Rezoning Request CZ-220102 is consistent with the recommendations of the Nash County Land Development Plan (LDP) because:

1. The LDP designates the subject property as Suburban Growth Area.

2. The LDP supports the rezoning of property located within the Suburban Growth Area where public water service is available to either the RA-30 or RA-20 Zoning Districts at the Board’s discretion.

3. The subject property has access to Nash County public water service via an existing four-inch (4”) waterline installed along the Whitley Rd public right-of-way.

4. Permitting higher density residential development will help to accommodate the significant residential growth anticipated by the LDP for the Suburban Growth Area.

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**Analysis of Reasonableness and “Spot Zoning”:**

Conditional Rezoning Request CZ-220102 may be considered reasonable and in the public interest because:

1. The request is not unreasonable “spot zoning” because it is similar to the existing RA-20-CZ Zoning District established directly across Whitley Rd from the subject property in May and October of 2021 for the development of Phases One & Two of the Whitley Crossing Subdivision (Case Files #CU-210404 & #CZ-210901.)
(2) The subject property already is and will continue to be zoned for residential use, similar to the adjacent and surrounding properties.

(3) Approval of the request will permit smaller minimum lot areas and increased residential density, but the new zoning district is also more restrictive in terms of permitted land uses than the current zoning district.

TRC Recommendation:

The Nash County Technical Review Committee (TRC) considered Conditional Rezoning Request CZ-220102 on January 12, 2022 and recommended **APPROVAL**, subject to the suggested development conditions.

Planning Board Recommendation:

The Nash County Planning Board initially considered Conditional Rezoning Request CZ-220102 on January 18, 2022. After a motion to approve the request failed with a split vote of 3 to 3, the Board voted unanimously to table the request. The Board reconsidered the request on February 21, 2022.

At both meetings, Kevin Varnell with Stocks Engineering addressed the Board on behalf of the applicant and in support of the request.

The following members of the public addressed the Board in opposition to the request at either (or both*) of the meetings, expressing concerns regarding the increased residential density, traffic, crime, and litter as well as the potential impact of the development on local school capacity, agricultural operations, law enforcement, and emergency response services:

Sharon V. Eatmon*  Jimmy Jones III  
Dean Edwards    Ned Lofgren  
Amber Stone Ferrell  Dale Glover Medlin*  
Heather Louise Finch*  Kayla Moore  
Jane Flowers Finch  Michelle L. Sunday  
Louise Finch    Donald Walston

With a split vote of 5 to 3, the Planning Board recommended **APPROVAL** of the request and the suggested statement of plan consistency and reasonableness, subject to the
recommended development conditions, including the following additional measures agreed to by the applicant:

(a) A 3-foot high and 5-foot wide earthen berm to be constructed along the southern boundaries of Lots 29 & 31-38.

(b) A 6-foot high wooden screening fence to be installed at the southern end of the proposed 60-foot wide public road right-of-way.

(c) A 20-foot wide screening buffer to consist of preserved, existing natural vegetation along the southern boundaries of Lot 28 and the common area lot.

(d) An NCDOT-style standard woven wire fence with wood posts to be installed along the southern boundary of the common area lot outside of the riparian buffer zone.

Suggested Motions:

**MOTION TO APPROVE THE ZONING MAP AMENDMENT:**

*I move that the Nash County Board of Commissioners APPROVE Conditional Rezoning Request CZ-220102 to rezone the specified property to RA-30-CZ for the development of the Coolwater Phase Four Subdivision and the statement of plan consistency and reasonableness below, subject to the following development conditions.*

**Statement of Plan Consistency and Reasonableness:**

Conditional Rezoning Request CZ-220102 is:

1. Consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The LDP supports the rezoning of property located within the Suburban Growth Area where public water service is available to either the RA-30 or RA-20 Zoning Districts at the Board’s discretion.
   (c) The subject property has access to Nash County public water service via an existing four-inch (4”) waterline installed along the Whitley Rd public right-of-way.
   (d) Permitting higher density residential development will help to accommodate the significant residential growth anticipated by the LDP for the Suburban Growth Area.

2. Reasonable and in the public interest because:
(a) The request is not unreasonable “spot zoning” because it is similar to the existing RA-20-CZ Zoning District established directly across Whitley Rd from the subject property in May and October of 2021 for the development of Phases One & Two of the Whitley Crossing Subdivision (Case Files #CU-210404 & #CZ-210901.)

(b) The subject property already is and will continue to be zoned for residential use, similar to the adjacent and surrounding properties.

(c) Approval of the request will permit smaller minimum lot areas and increased residential density, but the new zoning district is also more restrictive in terms of permitted land uses than the current zoning district.

**Development Conditions:**

(1) The subject property shall be developed in accordance with the approved sketch plan for the Coolwater Phase Four Subdivision.

(2) The subject property may be developed for the land uses permitted in the RA-30 (Single-Family Residential) Zoning District in accordance with the standard requirements and procedures established for that district by the Nash County Unified Development Ordinance.

(3) All residential lots subdivided from the subject property shall be served by the Nash County Public Water System, which shall be extended by the developer as necessary.

(4) The following measures shall be required and maintained as depicted on the approved subdivision sketch plan:
   (a) A 3-foot high and 5-foot wide earthen berm to be constructed along the southern boundaries of Lots 29 & 31-38.
   (b) A 6-foot high wooden screening fence to be installed at the southern end of the proposed 60-foot wide public road right-of-way.
   (c) A 20-foot wide screening buffer to consist of preserved, existing natural vegetation along the southern boundaries of Lot 28 and the common area lot.
   (d) An NCDOT-style standard woven wire fence with wood posts to be installed along the southern boundary of the common area lot outside of the riparian buffer zone.

(5) The following signed and notarized documents shall be submitted and recorded concurrently along with the final subdivision plat:
(a) A declaration establishing a homeowners’ or property owners’ association to own and maintain the special purpose lot for common area / open space and granting all lot owners access to that lot via the 20-foot wide access easement on Lots 27 & 28.

(b) A deed transferring the ownership of the special purpose lot for common area / open space to the homeowners’ or property owners’ association.

(6) Significant or substantial modifications or revisions to the approved design of the subdivision sketch plan may require additional review by the Nash County Technical Review Committee and the Nash County Planning Board as well as re-approval by the Nash County Board of Commissioners at the discretion of the Zoning Administrator.

--- OR ---

**MOTION TO DENY THE ZONING MAP AMENDMENT:**

I move that the Nash County Board of Commissioners DENY Conditional Rezoning Request CZ-220102 to rezone the specified property to RA-30-CZ for the development of the Coolwater Phase Four Subdivision and adopt the statement of plan consistency and reasonableness below.

**Statement of Plan Consistency and Reasonableness:**

Conditional Rezoning Request CZ-220102 is:

(1) Consistent with the recommendations of the Nash County Land Development Plan (LDP) because:

(a) The LDP designates the subject property as Suburban Growth Area.

(b) The LDP supports the rezoning of property located within the Suburban Growth Area where public water service is available to either the RA-30 or RA-20 Zoning Districts at the Board’s discretion.

(c) The subject property has access to Nash County public water service via an existing four-inch (4”) waterline installed along the Whitley Rd public right-of-way.

(d) Permitting higher density residential development will help to accommodate the significant residential growth anticipated by the LDP for the Suburban Growth Area; BUT

(2) **Unreasonable and not in the public interest because:** (List specific reasons related to the proposal’s requested residential density, subdivision design, and/or its incompatibility with the adjacent and surrounding area.)
Conditional Rezoning Request CZ-220102
Property of Karl Friedrich Haberyan
Aerial Photograph

Approx. 20.53 Acres To Be Rezoned From R-40 To RA-30-CZ For 22 New Residential Lots
Conditional Rezoning Request CZ-220102
Property of Karl Friedrich Haberyan
Zoning Map

Approx. 20.53 Acres
To Be Rezoned
From R-40
To RA-30-CZ
For 22 New Residential Lots
Conditional Rezoning Request CZ-220102
Property of Karl Friedrich Haberyan
Land Development Plan Map

Approx. 20.53 Acres
To Be Rezoned
From R-40
To RA-30-CZ
For 22 New Residential Lots
SITE INFORMATION
PROJECT NAME: COOLWATER - PHASE FOUR
SITE LOCATION: MASH COUNTY, NORTH CAROLINA
TRADE AIRPORT: None
NUMBER OF Acres: 10
LINEAR FEET OF STREETS: 1,396 LF
AREA OF PROPOSED STREET RISER = 1.42 Ac.
ZONE: NA-6-C (CLUSTER DEVELOP)
RED BOOK/PAGE: 2396777
WATERFORD SECTIONS

OWNER/DEVELOPER:
Karl Swiercz
306 Lillibridge Rd
Mooresville, NC 28117
Telephone: 704-888-1234
Item: Public Hearing on Conditional Rezoning Request CZ-220202 for the Lamm Subdivision

Initiated By: Adam Tyson, Planning Director

Actions Proposed: Hold a legislative public hearing, adopt a statement of plan consistency and reasonableness, and approve or deny the zoning map amendment.

Notice of Public Hearing:

Mailed Notice: February 24, 2022 (To Property Owners within 600 Feet)
Published Notice: February 23, 2022 (The Enterprise)
February 24, 2022 & March 3, 2022 (Rocky Mount Telegram)

Posted Notice: February 24, 2022 (On the Subject Property)

Property Tax ID: PIN # 276400278245 / Parcel ID # 001468

Commissioner District: District #3 – Dan Cone

NOTE:

Conditional Rezoning Request CZ-220202 for the Lamm Subdivision was initially submitted as a request to rezone the subject property to the RA-20-CZ (Medium Density Residential Conditional) Zoning District.

On February 15, 2022, prior to its consideration by the Planning Board on February 21, 2022, the applicant revised the request to rezone the subject property to the RA-30-CZ (Single-Family Residential Conditional) Zoning District instead.

No substantial changes in the proposed subdivision sketch plan were required to accommodate this change because the applicant is utilizing the cluster development option to continue to propose lots that are potentially as small as 20,000 square feet in area and an open space lot previously proposed on the southwestern portion of the property has been repurposed as the common area lot that is required for a cluster development.

Description of the Subject Property:
The subject property is an approximately 22.71-acre tract of land owned by Brian K. Lamm and located on the east side of S NC Highway 581, Bailey, NC 27807 in the R-40 (Single-Family Residential) Zoning District.

The property is north of and immediately adjacent to the extraterritorial jurisdiction (ETJ) of the Town of Bailey. It currently includes one dilapidated dwelling at 11079 S NC Highway 581, which is planned to be removed.

The eastern boundary of the subject property is defined by a stream that may be subject to a 50-foot wide riparian buffer to protect it from disturbance.

The site is located in the Neuse River Basin, but it is not located in a regulated floodplain or a watershed protection overlay district.

Description of the Rezoning Request:

The property owner has submitted Conditional Rezoning Request CZ-220202 to rezone the subject property to RA-30-CZ (Single-Family Residential Conditional Zone), specifically for the development of the 27-lot Lamm Subdivision.

The RA-30 (Single-Family Residential) Zoning District “is primarily intended to accommodate low density single-family detached dwellings on large lots in areas without access to public water and sewer services and in areas where soil characteristics necessitate low density development” (UDO 9-1.2 C.)

Approval of the rezoning request would have three substantial impacts on the subject property:

(1) The required minimum lot area would be reduced from 40,000 square feet to 30,000 square feet, increasing the potential residential density, and the cluster development option would permit lots potentially as small as 20,000 square feet with a required common area.

(2) The following nine (9) land uses, which are permitted for development under some circumstances in the current R-40 Zoning District, would no longer be permitted for development under the proposed RA-30-CZ Zoning District: double-wide manufactured homes, rural family occupations, nursing and convalescent homes, solar farms, non-hazardous solid waste disposal
collection sites, utility field offices, water treatment plants, horse shows, and/or turkey shoots.

(3) The subject property could only be developed in accordance with the proposed sketch plan for the Lamm Subdivision.

The “conditional” nature of this rezoning request allows for the attachment of reasonable, site-specific development conditions with the consent of the applicant.

**Description of the Subdivision Sketch Plan:**

Stocks Engineering has submitted a sketch plan for the Lamm Subdivision to serve as the required site plan for this conditional rezoning request.

None of the proposed 27 new residential lots would be accessed directly from the highway, but rather from the three proposed new interior roads, which also provide stub road connections to the immediately adjacent properties to the north and south for potential interconnectivity in the future.

The plan uses the cluster development option, meaning that although the normally required minimum lot size in the requested RA-30 Zoning District is 30,000 square feet, these lots may include as little as 20,000 square feet each, provided that all the land which would have otherwise been included in the residential lots is designated as shared common area on the same property.

The sketch plan designates 3.92 acres of common area along S NC Highway 581, which exceeds the minimum calculated requirement of 3.41 acres (or at least 15% of the overall development area.) The lot owners may access the common area via a 10-foot wide pedestrian access easement to be established on Lots 18 & 19.

The sketch plan includes a shared mailbox kiosk located within the right-of-way of the proposed new interior road and the developer will be required to construct new waterlines within the subdivision to connect each new lot to the existing Nash County Public Water System.

NCDOT advises that the construction of a left turn lane within the highway's public right-of-way will be required for the development of this subdivision.
Land Development Plan Consistency:

Conditional Rezoning Request CZ-220202 is consistent with the recommendations of the Nash County Land Development Plan (LDP) because:

(1) The LDP designates the subject property as Suburban Growth Area.

(2) The LDP supports the rezoning of property located within the Suburban Growth Area where public water service is available to either the RA-30 or RA-20 Zoning Districts at the Board’s discretion.

(3) The subject property has access to Nash County public water service via an existing twelve-inch (12”) waterline installed along the S NC Highway 581 public right-of-way.

(4) Permitting higher density residential development will help to accommodate the significant residential growth anticipated by the LDP for the Suburban Growth Area.

Analysis of Reasonableness and “Spot Zoning”:

Conditional Rezoning Request CZ-220202 may be considered reasonable and in the public interest because:

(1) The request is not unreasonable “spot zoning” because it only allows for a relatively slight increase in residential density over the current zoning district.

(2) The subject property already is and will continue to be zoned for residential use, similar to the adjacent and surrounding properties.

(3) Approval of the request will permit smaller minimum lot areas and increased residential density, but the new zoning district is also more restrictive in terms of permitted land uses than the current zoning district.

TRC Recommendation:

The Nash County Technical Review Committee (TRC) considered Conditional Rezoning Request CZ-220202 on February 14, 2022 and recommended APPROVAL, subject to the suggested development conditions.
Planning Board Recommendation:

The Nash County Planning Board considered Conditional Rezoning Request CZ-220202 on February 21, 2022.

Kevin Varnell with Stocks Engineering addressed the Board on behalf of the applicant and in support of the request.

The following members of the public addressed the Board in opposition to the request, expressing concerns regarding the presence and proximity of the electrical transmission lines, the potential increase in residential density, traffic, and trespassing as well as the potential impact of the development on the County’s water supply, local school capacity, agricultural operations, law enforcement, and emergency response services:

Richard Brantley
Sharon V. Eatmon
Heather Louise Finch
Jane Flowers Finch
Vicky Griffin
Connie F. Joyner
Gregory C. Joyner

With a split vote of 5 to 3, the Planning Board recommended APPROVAL of the request and the suggested statement of plan consistency and reasonableness, subject to the recommended development conditions.

Suggested Motions:

**MOTION TO APPROVE THE ZONING MAP AMENDMENT:**

*I move that the Nash County Board of Commissioners APPROVE Conditional Rezoning Request CZ-220202 to rezone the specified property to RA-30-CZ for the development of the Lamm Subdivision and the statement of plan consistency and reasonableness below, subject to the following development conditions.*

**Statement of Plan Consistency and Reasonableness:**

Conditional Rezoning Request CZ-220202 is:
(1) Consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The LDP supports the rezoning of property located within the Suburban Growth Area where public water service is available to either the RA-30 or RA-20 Zoning Districts at the Board’s discretion.
   (c) The subject property has access to Nash County public water service via an existing twelve-inch (12”) waterline installed along the S NC Highway 581 public right-of-way.
   (d) Permitting higher density residential development will help to accommodate the significant residential growth anticipated by the LDP for the Suburban Growth Area.

(2) Reasonable and in the public interest because:
   (a) The request is not unreasonable “spot zoning” because it only allows for a relatively slight increase in residential density over the current zoning district.
   (b) The subject property already is and will continue to be zoned for residential use, similar to the adjacent and surrounding properties.
   (c) Approval of the request will permit smaller minimum lot areas and increased residential density, but the new zoning district is also more restrictive in terms of permitted land uses than the current zoning district.

Development Conditions:

(1) The subject property shall be developed in accordance with the approved sketch plan for the Lamm Subdivision.

(2) The subject property may be developed for the land uses permitted in the RA-30 (Single-Family Residential) Zoning District in accordance with the standard requirements and procedures established for that district by the Nash County Unified Development Ordinance.

(3) All residential lots subdivided from the subject property shall be served by the Nash County Public Water System, which shall be extended by the developer as necessary.

(4) The following signed and notarized documents shall be submitted and recorded concurrently along with the final subdivision plat:
   (a) A declaration establishing a homeowners’ or property owners’ association to own and maintain the special purpose lot for common area / open space and
granting all lot owners access to that lot via the 10-foot wide pedestrian access easement on Lots 18 & 19.

(b) A deed transferring the ownership of the special purpose lot for common area / open space to the homeowners' or property owners’ association.

(5) The construction of a left turn lane within the highway’s public right-of-way shall be required for the development of this subdivision if or as determined by the N.C. Department of Transportation.

(6) Significant or substantial modifications or revisions to the approved design of the subdivision sketch plan may require additional review by the Nash County Technical Review Committee and the Nash County Planning Board as well as re-approval by the Nash County Board of Commissioners at the discretion of the Zoning Administrator.

--- OR ---

MOTION TO DENY THE ZONING MAP AMENDMENT:

I move that the Nash County Board of Commissioners DENY Conditional Rezoning Request CZ-220202 to rezone the specified property to RA-30-CZ for the development of the Lamm Subdivision and adopt the statement of plan consistency and reasonableness below.

Statement of Plan Consistency and Reasonableness:
Conditional Rezoning Request CZ-220202 is:
(1) Consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The LDP supports the rezoning of property located within the Suburban Growth Area where public water service is available to either the RA-30 or RA-20 Zoning Districts at the Board’s discretion.
   (c) The subject property has access to Nash County public water service via an existing twelve-inch (12”) waterline installed along the S NC Highway 581 public right-of-way.
   (d) Permitting higher density residential development will help to accommodate the significant residential growth anticipated by the LDP for the Suburban Growth Area.; BUT
(2) **Unreasonable and not in the public interest** because: (List specific reasons related to the proposal’s requested residential density, subdivision design, and/or its incompatibility with the adjacent and surrounding area.)
Conditional Rezoning Request CZ-220202
Property of Brian K. Lamm
Aerial Photograph

Approx. 22.71 Acres To Be Rezoned From R-40 To RA-30-CZ For 27 New Residential Lots
Conditional Rezoning Request CZ-220202
Property of Brian K. Lamm
Zoning Map

Approx. 22.71 Acres
To Be Rezoned
From R-40
To RA-30-CZ
For 27 New Residential Lots
Conditional Rezoning Request CZ-220202
Property of Brian K. Lamm
Land Development Plan Map

Approx. 22.71 Acres
To Be Rezoned From R-40
To RA-30-CZ
For 27 New Residential Lots
Item: Public Hearing on Conditional Rezoning Request CZ-220203 for the Stone Wedding Venue

Initiated By: Adam Tyson, Planning Director

Actions Proposed: Hold a legislative public hearing, adopt a statement of plan consistency and reasonableness, and approve or deny the zoning map amendment.

Notice of Public Hearing:

Mailed Notice: February 24, 2022 (To Property Owners within 600 Feet)

Published Notice: February 23, 2022 (The Enterprise)  
February 24, 2022 & March 3, 2022 (Rocky Mount Telegram)

Posted Notice: February 24, 2022 (On the Subject Property)

Property Tax ID: PIN # 274600338494 / Parcel ID # 009736  
PIN # 274600335002 / Parcel ID # 039940 (Portion)

Commissioner District: District #3 – Dan Cone

Description of the Subject Property:

The subject property consists of all or portions of two tracts of land totaling approximately 15.14 acres owned by Tracy H. & Lisa S. Stone and located on the west side of S NC Highway 231, Middlesex, NC 27557 north of the Town of Middlesex in the A1 (Agricultural) Zoning District.

The site is undeveloped and immediately adjacent to an existing dwelling at 5574 S NC Highway 231 that is owned by the applicant and a portion of that residential lot is proposed to be included in the area to be rezoned.

The property is located in the Neuse River Basin, but it is not located in a regulated floodplain or a designated watershed protection overlay district and it does not appear to include any riparian stream buffers.

The site does not have access to public water or sewer service, so future development would utilize a private onsite well and septic system.
Description of the Rezoning Request:

The property owner has submitted Conditional Rezoning Request CZ-220203 to rezone the subject property to A1-CZ (Agricultural Conditional Zone), specifically for the development of an event and conference venue to be known as the Stone Wedding Venue.

An event and conference venue requires the establishment of a conditional zoning district.

The A1 (Agricultural) Zoning District “is primarily intended to accommodate uses of an agricultural nature, including farm residences. It also accommodates scattered non-farm residences.” (UDO 9-1.1 A.)

The “conditional” nature of this rezoning request allows for the attachment of reasonable, site-specific development conditions with the consent of the applicant and, if approved, the subject property may only be developed for an event and conference venue in accordance with the approved site plan.

Required Development Standards:

UDO 11-4.28b establishes the following specifically required development standards for event and conference venues:

(A) Where Required
A1, RC, and GC districts.

The subject property is proposed for rezoning to A1-CZ (Agricultural Conditional Zone), which permits the development of an event and conference venue.

(B) Minimum Area
An event and conference venue shall be located on a property with a lot area of at least ten (10) acres.

The subject property to be rezoned for the event and conference venue has a total approximate area of 15.14 acres, exceeding the minimum area requirement.
(C) Access
Principal access to the event and conference venue must be from a paved collector or higher capacity road.

**Access to the event and conference venue will be directly from S NC Highway 231.**

(D) Separation

(1) The primary structures used to host events and/or any outdoor event use areas shall be located:

(a) No closer than two hundred (200) feet to the property line of an immediately adjacent agriculturally zoned, residentially zoned, and/or residentially used property, unless the property already includes a legally established commercial or industrial land use.

**Both the proposed 6,400 square foot venue building and the 1,600 square foot open shelter are located more than 200 feet from any immediately adjacent property line.**

(b) No closer than fifty (50) feet to the property line of an immediately adjacent office and institutionally, commercially, and/or industrially zoned or used property, provided that the property is not residentially used.

**None of the immediately adjacent properties are zoned or used for office, institutional, commercial, or industrial land uses.**

(2) Parking spaces and loading areas may be located within the required separation distance.

**The proposed parking area is located partially within the 200-foot separation distance from the immediately adjacent properties to the north.**

(3) Accessory structures with a gross floor area of less than six hundred (600) square feet shall be located in accordance with the standard minimum building setbacks required in the underlying zoning district.
No accessory structures with a gross floor area of less than six hundred (600) square feet are proposed at this time and the location of both of the proposed structures exceed the standard minimum building setbacks required in the underlying A1 Zoning District.

(E) Noise
Noise generated by the event and conference venue shall be in accordance with the Nash County Code of Ordinances Chapter 16, Article III “Noise.”

The Nash County Sheriff’s Office shall enforce any noise violations as necessary.

(F) Parking
Adequate parking spaces to accommodate the use of the event and conference venue shall be provided in accordance with Section 11-2 “Off-Street Parking, Stacking, and Loading Areas.” Paving of the parking spaces shall not be required due to their irregular use for events.

The submitted site plan proposes 61 total parking spaces to accommodate the use of the event and conference venue. Per UDO Section 11-2, one parking space shall be required for every five persons based on the maximum building occupancy. The final number of parking spaces may need to be adjusted once the maximum building occupancy for the proposed venue building has been determined.

(G) Screening
All structures, outdoor use areas, or parking and loading areas associated with the event and conference venue and located within one hundred (100) feet of an immediately adjacent lot which is agriculturally zoned, residentially zoned, and/or residentially used shall be screened in accordance with Section 11-3.3 (B) “Industrial and Commercial Uses.”

All structures, outdoor use areas, and parking or loading areas associated with the event and conference venue and depicted on the proposed site plan are more than 100 feet from any immediately adjacent lot, so no mandatory screening is required.

Land Development Plan Consistency:
Conditional Use Rezoning Request CU-220203 is partially consistent with the recommendations of the Nash County Land Development Plan (LDP) because:

(1) The LDP designates the subject property as Suburban Growth Area.

(2) The LDP supports the development within the Suburban Growth Area of very limited nonresidential/commercial land uses, which meet specific locational criteria, including: frontage along and access to either a major state highway or secondary road, location at a major intersection, proximity to similar land uses, and spatial separation from non-compatible land uses such as existing residential development.

(3) The conditional nature of the rezoning request means that the proposed event and conference venue facility will be a limited nonresidential/commercial land use because the development of the property will be restricted to that specific land use only as well as restricted to the specific design authorized by the submitted and approved site plan only.

(4) While the subject site is not located at a major intersection, it does have frontage along and direct access to S NC Highway 231, a major state highway with an estimated annual average daily traffic (AADT) of 1,100 vehicle trips per day.

(5) While the subject property is not located in close proximity to other existing commercial or nonresidential land uses, that activity may not be compatible with the desired rural setting appropriate for a wedding venue.

(6) The proposed event and conference venue will be located back from the road right-of-way with spatial separation from other existing residential development.

Analysis of Reasonableness and “Spot Zoning”:

Conditional Rezoning Request CZ-220203 would not be considered unreasonable “spot zoning” because the underlying A1 Zoning District will remain in place with the permitted addition of the proposed event and conference venue subject to specifically defined development standards and conditions as applicable.
TRC Recommendation:

The Nash County Technical Review Committee (TRC) considered Conditional Rezoning Request CZ-220203 on February 14, 2022 and recommended APPROVAL, subject to the suggested development conditions.

Planning Board Recommendation:

The Nash County Planning Board considered Conditional Rezoning Request CZ-220203 on February 21, 2022.

Kevin Varnell with Stocks Engineering addressed the Board on behalf of the applicant and in support of the request. No members of the public addressed the Board with regard to the request.

The Planning Board voted unanimously to recommend APPROVAL of the request and the suggested statement of plan consistency and reasonableness, subject to the recommended development conditions.

Suggested Motions:

MOTION TO APPROVE THE ZONING MAP AMENDMENT:

I move that the Nash County Board of Commissioners APPROVE Conditional Rezoning Request CZ-220203 to rezone the specified property to A1-CZ for the development of the event & conference venue and the statement of plan consistency and reasonableness below, subject to the following development conditions.

Statement of Plan Consistency and Reasonableness:
Conditional Rezoning Request CZ-220203 is:
(1) Partially consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The LDP supports the development within the Suburban Growth Area of very limited nonresidential/commercial land uses, which meet specific locational criteria, including: frontage along and access to either a major state highway or secondary road, location at a major intersection, proximity to similar land uses,
and spatial separation from non-compatible land uses such as existing residential development.

(c) The conditional nature of the rezoning request means that the proposed event and conference venue facility will be a limited nonresidential/commercial land use because the development of the property will be restricted to that specific land use only as well as restricted to the specific design authorized by the submitted and approved site plan only.

(d) While the subject site is not located at a major intersection, it does have frontage along and direct access to S NC Highway 231, a major state highway with an estimated annual average daily traffic (AADT) of 1,100 vehicle trips per day.

(e) While the subject property is not located in close proximity to other existing commercial or nonresidential land uses, that activity may not be compatible with the desired rural setting appropriate for a wedding venue.

(f) The proposed event and conference venue will be located back from the road right-of-way with spatial separation from other existing residential development.

(2) Reasonable and in the public interest because the request is not unreasonable "spot zoning" and the underlying A1 Zoning District will remain in place with the permitted addition of the proposed event and conference venue subject to specifically defined development standards and conditions as applicable.

**Development Conditions:**

(1) The subject property is approved for the development of an event and conference venue facility only and only in accordance with the approved site plan and the applicable requirements of the Nash County Unified Development Ordinance including, but not limited to, those requirements established specifically for event and conference venues by Article XI, Section 11-4, Subsection 11-4.28b.

(2) The final number of parking spaces shall be adjusted to comply with the applicable requirements of UDO Section 11-2, once the maximum building occupancy for the proposed venue building has been determined.

(3) The development of the event and conference venue facility shall be subject to the approval and/or issuance of the following additional permits and documents, as applicable:
   (a) Erosion & Sedimentation Control Plan Approval issued by the N.C. Department of Environmental Quality: Division of Energy, Mineral, & Land Resources;
   (b) Driveway Permit issued by the N.C. Department of Transportation;
(c) Onsite Wastewater Permit and Well Permit issued by the Nash County Environmental Health Division;
(d) Recombination Plat to combine the subject properties as depicted on the site plan; and
(e) Zoning, Building, and Trade Permits issued by the Nash County Planning & Inspections Department.

--- OR ---

MOTION TO DENY THE ZONING MAP AMENDMENT:

I move that the Nash County Board of Commissioners DENY Conditional Rezoning Request CZ-220203 to rezone the specified property to A1-CZ for the development of an event & conference venue and adopt the statement of plan consistency and reasonableness below.

Statement of Plan Consistency and Reasonableness:

Conditional Rezoning Request CZ-220203 is:
(1) Partially consistent with the recommendations of the Nash County Land Development Plan (LDP) because:
   (a) The LDP designates the subject property as Suburban Growth Area.
   (b) The LDP supports the development within the Suburban Growth Area of very limited nonresidential/commercial land uses, which meet specific locational criteria, including: frontage along and access to either a major state highway or secondary road, location at a major intersection, proximity to similar land uses, and spatial separation from non-compatible land uses such as existing residential development.
   (c) The conditional nature of the rezoning request means that the proposed event and conference venue facility will be a limited nonresidential/commercial land use because the development of the property will be restricted to that specific land use only as well as restricted to the specific design authorized by the submitted and approved site plan only.
   (d) While the subject site is not located at a major intersection, it does have frontage along and direct access to S NC Highway 231, a major state highway with an estimated annual average daily traffic (AADT) of 1,100 vehicle trips per day.
   (e) While the subject property is not located in close proximity to other existing commercial or nonresidential land uses, that activity may not be compatible with the desired rural setting appropriate for a wedding venue.
(f) The proposed event and conference venue will be located back from the road right-of-way with spatial separation from other existing residential development.; BUT

(2) **Unreasonable and not in the public interest because:** (List specific reasons related to the proposal’s requested land use, site design, and/or its incompatibility with the adjacent and surrounding area.)
Conditional Rezoning Request CZ-220203
Property of Tracy H. Stone & Lisa S. Stone
Aerial Photograph

Approx. 15.14 Acres
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Conditional Rezoning Request CZ-220203
Property of Tracy H. Stone & Lisa S. Stone
Land Development Plan Map

Approx. 15.14 Acres
To Be Rezoned
From A1
To A1-CZ
For The Stone Wedding Venue
Nash County Commissioner’s Agenda Information Sheet
Date: Monday, March 7, 2022
Attachments: Yes

Item:  
Public Hearing and Approval of Inducement Agreement

Initiated By:  
Andy Hagy, Economic Development Director

Action Proposed:  
Hold Public Hearing for Inducement Agreement Approve Inducement Agreement for Project Start:  
SinnovaTek/FirstWave

Description:

WHEREAS, the Local Development Act of 1925, N. C. G. S. 158-7.1, authorizes cities and counties to make appropriations for the purposes of aiding and encouraging the location of manufacturing enterprises, and to assist in locating industrial and commercial plants in the county which will, in the discretion of the governing body of the city or county, increase the population, taxable property and business prospects of the city or county; and

WHEREAS, Nash County has been requested to make an economic incentive grant to an industrial prospect (herein “Company”) that has indicated its intent to (i) purchase and upfit a facility located in Nash County, (ii) create a substantial number of jobs at its facility, and (iii) make a substantial capital investment in machinery and equipment at its facility; and

WHEREAS, the Company considered locating its operations in other communities if it were unable to obtain the cooperation and assistance of Nash County for the purchase and upfit of its facility; and

WHEREAS, the Nash County Board of Commissioners believes that purchase and upfitting of the Company’s facility in Nash County will (i) increase the population of Nash County, (ii) increase the tax base of Nash County, (iii) create substantial tax revenues, and (iv) generally serve the citizens of Nash County by an increase in employment in Nash County and the generation of tax revenues for Nash County; and

WHEREAS, the Nash County Board of Commissioners proposes to appropriate to the Company, as an economic inducement, a percentage of the net increase in ad valorem taxes resulting from the Company’s purchase and upfitting of the facility and the substantial capital investment in machinery and equipment and to pay such percentage beginning on April 1, 2023 and continuing until April 1, 2028. The economic inducement shall be based upon the Company’s capital investment, the Company’s increase of its net ad valorem tax value in Nash County of not less than $10,000,000.00 and the creation of 25 jobs in the first year in the Company’s operation of the facility; and
WHEREAS, on March 7, 2022, a public hearing will be held by the Nash County Board of Commissioners to consider the appropriation and approval of this economic incentive grant and the approval of an Inducement Agreement containing the associated terms and specific conditions that apply to this grant.

Attachments: Inducement Agreement

Recommendation: 1. Hold Public Hearing
2. Approve the Inducement Agreement Subject to final review by the company and approval of staff and county attorney
ECONOMIC DEVELOPMENT INDUCEMENT AGREEMENT

(Project Start)

THIS ECONOMIC DEVELOPMENT INDUCEMENT AGREEMENT (the “Agreement”) is executed this ______day of ______, 2022, by and among SinnovaTek, a US corporation authorized to do business in the state of North Carolina, having its principal place of business in Nashville, NC (hereinafter the “Company”); NASH COUNTY, a political subdivision of the State of North Carolina, having its principal place of business at 120 West Washington Street, Suite 3072, Nashville, NC 27856 (hereinafter called the “County or Inducing Party”); and

RECITALS:

WHEREAS, the County seeks to promote economic growth and development within its jurisdiction and the social and economic improvement of its citizens, and desires to accelerate the quality and quantity of economic growth and employment opportunities in their jurisdictions by encouraging business enterprises satisfying the aforementioned public purposes and thereby reduce physical, economic, and social distress resulting from unemployment and underemployment existing therein; and

WHEREAS, the County has been negotiating with the Company to induce the Company to locate a new production facility (the “Facility”) in an existing building located at 8000 Corporate Parkway, in or near the Town of Middlesex, Nash County, North Carolina more fully described on Exhibit A attached hereto and incorporated herein by reference (the “Project Site”); and

WHEREAS, other communities have offered attractive inducements attempting to induce the Company to locate its operations in those communities, and the Company has considered locating its operations in other communities if it were unable to obtain the cooperation and assistance of the Inducing Party in locating its operations in the County; and

WHEREAS, the County has presented the Company with a proposal incentive in order to induce the Company’s commitment to locate its Facility on the Project Site; and

WHEREAS, in partial consideration of the Inducements (as defined below) to be paid and delivered hereunder, the Company will acquire and locate its operations on the Project Site and, in
connection therewith, construct or cause to be constructed and upfit improvements comprising the Facility and install on the Project Site machinery, equipment and other real and personal improvements subject to ad valorem taxation by the County with a non-depreciated initial capital investment cost of $10,000,000.00 (the “Required Minimum Investment”) and place such real and personal property in service on the Project Site; and

WHEREAS, the building, machinery, equipment and other improvements to be installed and constructed at the Project Site in connection with the construction, upfitting and equipping of the Facility will expand the County's tax bases through increased ad valorem tax value created as a consequence of the Company's capital investment in such building improvements, machinery and equipment being brought into the County and the construction of new improvements and location of new equipment at the Project Site; and

WHEREAS, upon completion of the upfitting of the Facility, the Company will directly or indirectly employ on the Project Site twenty five (25) new permanent full-time employees at an average annual wage of no less than $50,000.00 (the “Required Wage”) for hourly and salaried permanent full-time employees at the Project Site (the “Required Minimum Employment”), which will provide significant employment opportunities to the residents of County; and

WHEREAS, in recognition of the benefits derived by the Inducing Party from the expanded tax base and the new employment opportunities provided by the Company, the Inducing Party have agreed to provide the economic incentive and inducement to the Company described herein; and

WHEREAS, the parties desire to memorialize the agreements and undertakings between them relating to the Facility,

AGREEMENT

NOW, THEREFORE, IT IS AGREED:

1. DEFINITIONS.

   a. Act: means the Local Development Act of 1925, codified as N.C.G.S. 158-7.1, and all amendments and additions thereto or replacements thereof.

   b. Actual Employment: means the total number of permanent full-time employees at the Required Wage at work on the Project Site at any specified time.

   c. Adjustment Factor: has the meaning set forth in Section 4 hereof.

   d. Agreement: means this Economic Development Inducement Agreement.

   e. Annual Certification: has the meaning set forth in Section 3 hereof.

   f. Business Day: means any day other than a weekend day or a legal holiday designated by the State of North Carolina.
g. **Company:** means SinnovaTek

h. **County:** means Nash County.

i. **Company Rep:** means the individual identified by the Company to the Tax Office from time to time to be the Company's duly authorized representative and agent to deal with the Tax Office with respect to all matters relating to this Agreement. The initial Company Rep is Michael Druga; the Company Rep may be changed from time to time upon ten days' prior written notice to the Tax Office.

j. **Continuation Period:** has the meaning set forth in Section 2.

k. **Continuation Goal:** has the meaning set forth in Section 6.

l. **Eligible Investments:** subject to the limitations in this Agreement, means investments made by the Company for the acquisition of the Project Site and the construction of buildings and other real property improvements constituting the Facility and the acquisition and location in the Facility upon the Project Site of machinery, equipment and other real and personal property improvements subject to ad valorem taxation by the County and properly reported and certified to the Tax Office in accordance with Section 3 hereof. Eligible Investments shall not include any investments made after the Investment Period. Only investments made for commercial and industrial purposes (as such purposes and terms are contemplated by the Act) shall be eligible for inclusion in Eligible Investments, including without limitation manufacturing, assembly, fabrication, processing, warehousing, research and development, office use, and other industrial and commercial purposes (including retail). Eligible Investments shall not include inventory and goods held for sale. Eligible Investments shall include only the investments made on and within the Project Site by the Company which are subject to ad valorem taxation by the County. Buildings and related real property improvements may be added to Eligible Investments only when a certificate of occupancy has been issued for them and they have been identified to the Tax Office and are subject to ad valorem taxation. Machinery, equipment and other personal property may be added to Eligible Investments only when they have been located and placed in service on the Project Site, identified to the Tax Office and are subject to ad valorem taxation. Planning, permitting, engineering and architectural fees and similar costs may constitute Eligible Investments to the extent subject to ad valorem taxation under the customary guidelines followed by the Tax Office. No Incentives and Grants shall be paid on Eligible Investments in excess of Ten Million Dollars ($10,000,000.00).

m. **Employment Records:** has the meaning set forth in Section 3.

n. **Facility:** has the meaning set forth in the Recitals.

o. **Final Investment Milestone:** means December 31, 2022.

p. **Final Employment Milestone:** means December 31, 2022.

q. **Grant:** means the annual payment of Incentives to be paid in accordance with this Agreement.
Grant Period: has the meaning set forth in Section 4 hereof.

Incentives: means the incentive payments to be paid by the Inducing Party to the Company in Grants as described in Section 4 hereof.

Incremental Employment Levels: means the number of new employees to be hired as of December 31 of Year 1, Year 2, and Year 3 found in Exhibit B.

Investment Period: means the period from the date hereof through the Final Investment Milestone unless the Agreement is terminated at some earlier time in accordance herewith.

Investment Records: has the meaning set forth in Section 3.

Reported Year: has the meaning set forth in Section 3 hereof.

Required Minimum Employment: means twenty five (25) new permanent full-time employees, as of the Final Employment Milestone, at an average annual wage of no less than the Required Wage hereinafter defined for all hourly and salaried permanent full-time employees employed by the Company at the Project Site. A "permanent full-time employee" shall mean a permanent full-time employee working a minimum of 1600 hours per year and eligible for the full range of employment benefits offered by the Company who is a United States citizen, permanent United States resident or immigrant visa holder authorized to work in the United States. The "average annual wage" shall be calculated by annualizing the wages and salaries of each permanent full-time employee employed by the Company at the applicable time of calculation, summing those wages and salaries and dividing such total number of wages and salaries by the number of employees reported.

Required Minimum Investment: has the meaning set forth in the Recitals.

Required Wage: means an average annual wage of no less than Fifty Thousand Dollars ($50,000.00).

Tax Office: means the Nash County Tax Office.

Year 1 through Year 5: shall have the meanings set forth in Section 4 hereof.

COMPANY’S COMMITMENTS: For and in consideration of the cash payments to be paid by the Inducing Party to the Company hereunder (the “Incentives”), the Company hereby commits to perform or provide the following (the “Performance Commitments”):

Invest no less than the Required Minimum Investment by the Final Investment Milestone.

Attain the Required Minimum Employment by the Final Employment Milestone. Certifications of Actual Employment on the Project Site as of December 31, 2022 and in each Reported Year thereafter with copies of fourth quarter NCUI 101 forms shall be provided by the Company to the Nash County Economic Development Office and the Inducing Party at least
annually with the Annual Certification, provided that the Company has or can obtain such forms, and if such forms are not available, the Company shall provide other documentation reasonably acceptable to the Nash County Economic Development Office.

c. If the Company has received and retained any Incentives pursuant to the provisions of Section 4 hereof, the Company shall maintain operations in the Facility on the Property Site and maintain the Required Minimum Employment at all times for two (2) years following the final grant payment through December 31, 2030 (the “Continuation Period”).

d. Continue in business and full-time operation in the Facility on the Project Site at all times during the Grant Period and the Continuation Period, subject to temporary interruptions of operations as a result of force majeure, repairs following casualty damage and routine maintenance.

3. REPORTING AND VERIFICATION. Each year the Company shall in compliance with applicable law, list with the Tax Office all property in or on the Project Site subject to ad valorem taxation and owned by the Company. In addition, during the term of this Agreement beginning in the year 2023, and continuing on the same date each year the Company shall provide to the Nash County Economic Development Office no later than March 1 an annual certification (the “Annual Certification”) certifying the following for the immediately preceding calendar year (the “Reported Year”):

a. Total Eligible Investments made by the Company Party during the Reported Year and cumulatively during the Investment Period, including the costs thereof as of final investment milestone December 31, 2022.

b. All ad valorem taxes paid as of December 31, 2023 and for each year of The Grant Period with respect to the Eligible Investments for which Incentives are to be paid.

c. Any change affecting ad valorem taxes with respect to any Eligible Investments reported in prior as of final Investment Period.

d. The Actual Employment as of December 31, 2022 as of the final employment milestone for each year of the grant period, to be certified by the Company.

The investments comprising the Eligible Investments and the property acquired therewith shall be identified and tied to specific Nash County tax parcels by the Company and tracked by the Company and the Nash County Economic Development Office. The Company shall provide to the Nash County Economic Development Office accurate and complete documentation of the Eligible Investments made by the Company with each payment of ad valorem taxes and identify the ad valorem taxes applicable to the Eligible Investments, all in a form reasonably acceptable to the Nash County Economic Development Office with sufficient detail to enable the Nash County Economic Development Office to confirm the accuracy thereof.

The Annual Certification filed by the Company shall be certified by the Company Rep, who shall be authorized to act on behalf of the Company. The Company and the Company Rep
shall at all times cooperate with the Inducing Party and the Nash County Economic Development Office as reasonably requested from time to time in order to assure the proper administration of the terms of this Agreement.

The Company shall provide the Tax Office with information sufficiently detailed to allow the Tax Office to differentiate improvements and property added from time to time from any previous property reported on which Incentives are being paid.

The Inducing Party or the Nash County Economic Development Office may request additional information from the Company reasonably necessary to verify compliance with the Performance Commitments. In such event, the Company will make available for inspection at a convenient location and time it designates copies of invoices, purchase orders, contracts, canceled checks and other evidence which corroborate the Eligible Investments (the "Investment Records") and of employment records which evidence and corroborate Actual Employment (the "Employment Records"). The Inducing Party or the Nash County Economic Development Office may further request at reasonable times and intervals that it be allowed to enter upon and inspect all improvements on the Project Site including the equipment, machinery, and personal property thereon for the purpose of verifying the Eligible Investments and Actual Employment, which requests will not be unreasonably denied. For safety reasons, such inspections will be scheduled and coordinated with the Company Rep.

The failure of the Company to provide any information or take any action required by this Agreement shall be deemed a default by the Company.

4. **INDUCEMENTS AND INCENTIVES TO THE COMPANY.** The Inducing Party agrees that, to induce the Company to locate its operations in the Facility on the Project Site and in consideration of the Company’s performance of its undertakings herein, the Inducing Party will do or cause to be done the following:

a. **County Annual Cash Grants.** Provided that the Required Minimum Investment has been made, reported to the Nash County Economic Development Office as of the Final Investment Milestone as required hereby and that the applicable Incremental Employment Level or the Required Minimum Employment, as applicable for that year of the Grant Period, has been attained and maintained as of the end of each Reported Period and reported to the Nash County Economic Development Office, and further provided the Company is otherwise in full compliance with this Agreement, the County shall pay Incentives to the Company in Grants from any lawfully available funds not otherwise restricted upon the terms and conditions hereinafter set forth.

Each of the Parties has determined, independently, that the assessed property tax value of the Eligible Investments is the most objective means of accounting for the economic benefit to the the County of the Eligible Investments. For purposes of convenience only in quantifying the benefit to County, the amount of each Grant by the County shall be measured by and equal to fifty percent (50%) of the ad valorem taxes paid to the County, respectively, on the Eligible Investments for the reporting year (as they are classified for ad valorem taxes as real property or personal property).
Grants will be paid based only upon ad valorem taxes actually paid and received with respect to property constructed and acquired with Eligible Investments and placed on the Project Site during the Investment Period. Grants shall be paid in five (5) annual installments on or before April 15 of each calendar year for the previous calendar year beginning with the calendar year 2023. The Grants shall be made based upon the ad valorem taxes paid on the Eligible Investments during the calendar year as they are tracked through the five (5) year grant period (the “Grant Period”). “Year 1” of the Grant Period shall mean calendar year 2024, “Year 2” shall mean calendar year 2025, “Year 3” shall mean calendar year 2026, “Year 4” shall mean calendar year 2027, and “Year 5” shall mean calendar year 2028. The first Grant payment shall be made on or before April 15, 2024.

The calculation of the Grants shall not be based upon any portion of ad valorem taxes paid which represents interest or penalties. Also, the calculation of the Grants shall not be based upon any fire, insurance, or service district ad valorem taxes, or any other charge, fee, assessment, or tax other than the County’s primary general revenue ad valorem tax.

b. If at the Final Milestone Dates, (December 31, 2022 for Investments and Employment), Company has achieved any portion less than one hundred percent (100%) of Target Investments or achieved any portion less than one hundred percent (100%) of Target Employment, then the Company shall be paid and retain the same percentage of the total Inducements payable as the smaller percentage of Company’s fulfilled obligations as measured by comparing the ratios of (i) actual Investments made to the Target Investment ($10,000,000.00) required to be made or (ii) actual employment of Full-Time Employment at the Facility on the Final Certification Date to the Target Employment required (25) to be achieved and maintained.

The Adjustment Factor shall be applied to the full Grant amount payable by the Inducing Party which would have been payable if the Required Minimum Investment goal and the Required Minimum Employment goal had been attained in full.

If as of the end of each of the Reported Years during the Continuation Period, the percentage by which the Actual Employment certified as of December 31 for such Reported Year shall be less than Certified Employment Milestone reported at December 31, 2022, each of the Inducing Party at its election shall be entitled to recover from the Company for the shortfall in such year an amount equal to the amount of Incentives paid during the Grant Period. Such amount shall be paid within thirty days after demand for repayment is made.

5. CONDITIONS PRECEDENT TO COUNTY’S PERFORMANCE. The Inducing Party’s obligation to commence or continue the payment of any Incentives or Grants under this Agreement shall be subject to the following conditions:

a. The Inducing Party shall not be required to pay or deliver any Incentives or Grants at any time following the Company’s complete cessation of active operations at the Project Site other than by reason of an Event of Force Majeure.

b. The Inducing Party shall not be required to pay or deliver any Annual Inducements at any time when the Company has not paid all ad valorem taxes, charges and fees of every nature
due and owing to the County and any other applicable local governmental entity before they are delinquent.

c. There is no current appeal pending regarding the valuation of property at the Project Site (in which case any Grant payment will be held in abeyance pending final resolution of the appeal)

d. The Inducing Party shall not be required to pay or deliver any Annual Inducements or perform any other obligation under this Agreement at any time following the occurrence of a default by the Company under this Agreement or under any mortgage, deed of trust, security agreement, financing lease or other such obligation covering the Project Site or any personal property of the Company located on the Project Site, or following the Company's dissolution or filing a petition in bankruptcy or seeking the appointment of a receiver or any other debtor relief, or the filing against the Company of a petition in bankruptcy or seeking the appointment of a receiver or other creditor relief and such petition is not dismissed within sixty (60) days following the filing thereof, or the appointment of a receiver for the Company's property.

e. No violation of any other obligations of the Company to the County, including conformity with all County ordinances and regulations and any laws, orders or regulations the County is obligated to enforce against the Company on behalf of another body of government, has occurred and not been cured.

f. The Company has complied with its other obligations and duties to the County as set forth herein.

The payment of all taxes and other sums due the County for the Eligible Investments is a material condition of eligibility for a Grant in any year during the term of this Agreement and shall not be construed as implying or suggesting that the County is reimbursing to the Company any or all ad valorem tax collected from the County.

6. **COMPANY DEFAULT AND REMEDIES.** In the event the Company fails to carry out or maintain the terms of this Agreement applicable to the Company for the period of this Agreement, including but not limited to the Performance Commitments, then one or more of the following remedies shall be available to the Inducing Party:

   a. If the Company breaches any of the covenants or other terms or provisions herein, other than the Performance Commitments in Section 2.a., 2.b. and 2.c., and shall fail to cure such breach within thirty (30) days after written notice thereof, the Inducing Party may terminate the Agreement and no further Incentives shall be paid.

   b. If the Company fails to attain the Performance Commitments in Section 2.a., 2.b. or 2.c., the Incentives and Grants shall be adjusted by the Adjustment Factor in the manner set forth in Section 4.

   c. If the Company ceases or terminates its operations on the Project Site during the Grant Period or the Continuation Period other than for temporary purposes such as repairs following casualty damage, routine maintenance or as a result of a force majeure, it is a violation
of Section 2.d. and no further Incentives or Grants shall be payable. A “termination” of operations shall be deemed to have occurred if at any time Actual Employment is less than fifty percent (50%) of the Required Minimum Employment.

In addition, if the Company has received any Inducements during the Grant Period, Company shall maintain its operation of the Business at the Facility and maintain the Required Minimum Employment (“Actual Employees”) certified on the Final Employment Milestone at or exceeding the Specified Wage until the expiration of seven (7) years from the end of the Final Employment Milestone (the “Continuation Goal”). The Company shall certify its attainment of the Continuation Goal within thirty (30) days following the end of the seven-year period, such certification to be signed and verified by an officer of Company. If at any time during such seven-year period, Company shall fail to maintain its operations at the Existing Facility and maintain the employment at the number of Actual Employees as provided herein, the Company shall immediately upon demand pay the Inducing Party one-half of all Inducements paid by such Inducing Party to the Company and no further Inducements shall be paid. Any repayment made pursuant to the terms of this paragraph shall be without interest prior to its due date and shall represent the Inducing Party’s sole and exclusive remedy hereunder for failure to meet the Continuation Goal. Company shall from time to time, upon the Inducing Party’s reasonable written request, certify to the County its number of actual Permanent, Full-time Employees at or exceeding the Required Wage.

If as a result of the Inducing Party’s investigation and audit of the Certifications, Investment Records or Employment Records, it is determined that the Incentives and Grants have been overpaid, the Inducing Party may demand that the overpayment be repaid and any amounts to be repaid shall be due and payable within thirty days after request for repayment and shall accrue interest at the legal rate from that date until repaid.

The Inducing Party may, in its sole discretion, waive de minimis breaches of conditions of this Agreement and, instead of abating the Grants in their entirety, may reduce the amount of the Grants as it deems reasonable under all circumstances.

7. **WARRANTIES AND REPRESENTATIONS OF THE COMPANY.** For the Inducing Party’s reliance in entering into this Agreement, the Company hereby covenants, warrants and represents to the Inducing Party that it is duly organized and in existence and has the corporate power and authority to bind itself to the requirements of this Agreement and to perform its obligations hereunder, that the execution and delivery of this Agreement have been approved in accordance with its organizational documents and that it is duly qualified to conduct business in the State of North Carolina. The Company shall provide such evidence of such authority and approval as may be reasonably requested by the Inducing Party.

8. **LIABILITY OF OFFICERS AND AGENTS.** No official, officer, agent or employee of the Inducing Party or the Company shall be subject to any personal liability or accountability by reason of the execution or performance of this Agreement or any other documents related to the transactions contemplated hereby. Such officials, officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such official, officer, agent or
employee from the performance of any official duty provided by law. Nevertheless, the parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding upon the party represented by them, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their constituent members, and the successors and assigns of each of them.

9. **GENERAL PROVISIONS.**

a. **Notices.** All notices hereunder shall be in writing and shall be deemed to be given and received when delivered in person, on the next business day following the date when placed in the custody of a recognized national courier service and mailed for next business day delivery, postage prepaid, or on the date when delivered by facsimile transmission with electronic confirmation of receipt, addressed to the respective party to receive notice at the following addresses:

If to the County: Nash County  
120 West Washington Street, Suite 3072  
Nashville, NC 27856  
Attention: County Manager  
Fax: (252) 459-9817  
Phone: (252) 459-9800  
Email: ____________________@nashcountync.gov

with a copy to (not constituting notice):

Battle Winslow Scott & Wiley, P.A.  
P. O. Box 7100  
2343 Professional Drive  
Rocky Mount, NC 27804  
Attention: G. Vincent Durham, Jr  
Fax: 252-937-8100  
Phone: 252-937-2200  
Email: vdurham@bwsw.com

If to the Company: SinnovaTek LLC.  
_________________________________  
_________________________________  
_________________________________

Fax___________________________  
Phone_________________________  

with a copy to (not constituting notice):

_________________________________
b. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns, subject to the provision of the following Section 9.c. County represents and warrants that it has approved this Agreement and the terms and incentives hereunder and that the terms and incentives hereunder have been, and this Agreement shall further be conditioned upon it being, stamp-certified as having been pre-audited in order to comply with the budgetary accounting requirements (if any) that apply under the Local Government Budget and Fiscal Control Act or otherwise. Such certification is set forth at the end of this Agreement, and must be signed by the respective Finance Officer for the County.

c. **Assignment.** This Agreement shall be assignable by the Company only to an entity that is controlled by, controls or under common control with the Company or, in the case of a sale of the Project Site and substantially all of the operating assets of the Facility and the business operated therein, this Agreement may be assigned to the purchaser of the Project Site, the Facility and such assets, provided, however, any successor or assign of the Company shall expressly assume in writing the obligations of the Company hereunder, subject to all the limitations herein, including without limitation the obligations relating to the maintenance of an operating business at the Project Site. The County shall be given prior written notice of any such assignment and assumption and shall expressly be made a beneficiary of such assumption on terms reasonably acceptable to the County. No such assignment shall relieve the Company of its obligations hereunder.

d. **Public Records.** Notwithstanding any terms or conditions stated herein, the County is at all times subject to North Carolina laws regarding open meetings and disclosure of public records, and nothing stated herein shall be construed as requiring the County to violate such laws. The Company is directed to N.C.G.S. Section 132-1.2, which describes the instances in which confidential information may be withheld from disclosure, the types of information that qualify as confidential information, and the methods for ensuring that confidential information is not disclosed. The responsibility for complying with these methods to avoid disclosure of confidential information lies with the Company.

e. **Time of Essence; Remedies.** The Parties acknowledges that time is of the essence in performing their respective obligations hereunder.

f. **Governing Law; Jurisdiction; Venue.** This Agreement has been drafted and shall be deemed a contract entered into, delivered and made in the State of North Carolina, United States of America, and it shall be governed, construed, interpreted and enforced in accordance with the laws of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of North Carolina. Any suit,
action or proceeding with respect to this Agreement (or any document or instrument entered into or delivered in connection herewith) or any judgment entered by any court in respect thereof, shall be brought in the General Court of Justice, State of North Carolina, County of Nash, or in the United States District Court, Eastern District of North Carolina, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action or proceeding; provided, however, that nothing contained in this Agreement shall prevent the County from bringing any action, enforcing any award or judgment or exercising any rights against the Company individually, against any security or against any property of the Company within any other county, state or other foreign or domestic jurisdiction with proper jurisdiction over the parties. The parties hereby irrevocably consent to the service of process in any suit, action or proceeding in said courts by the mailing thereof by registered or certified mail, postage prepaid, to the parties' respective addresses. Each party hereby irrevocably waives any objections which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of this Agreement (or any document or instrument entered into or delivered in connection herewith) if brought in the United States District Court, Eastern District of North Carolina, or the General Court of Justice, State of North Carolina, County of Nash, and hereby further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. If any term or provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable), shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be enforceable to the fullest extent permitted by law.

g. Independent Agreement. This Agreement and the conditions hereof only relate to the provisions and grants from the Inducing Party set forth herein and do not limit or affect other commitments made by other entities.

h. Entire Agreement. This writing contains the entire agreement between the parties hereto as to the subject matter hereof and may be amended only by writing signed by all parties hereto.

i. Interest and Attorneys' Fees. Any payment not made hereunder when due shall bear interest at the legal rate from the due date until paid. If any legal action or other proceeding shall be instituted for the collection of any sums or the performance of any other obligations hereunder, the prevailing party in any such action or proceeding shall be entitled to the recovery of its reasonable attorneys' fees and costs of litigation.

j. Limitation on County Obligations. No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of constitutional debt limitations nor shall any provision be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the County within the meaning of the North Carolina Constitution. This Agreement shall not directly, indirectly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which this Agreement shall be in effect. No provision in this Agreement shall be construed to pledge or to create a lien on any class or source of the County's moneys and revenues, nor shall any provision of this Agreement restrict to any extent prohibited by law any action or right of action on the part of any County governing body. To the
extent of any conflict between this paragraph and any other provision of this Agreement, this paragraph shall take priority.

k. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall or electronic mail promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission or electronic mail.

l. **No Waiver.** Failure of a party to enforce any provision of this Agreement or any right arising hereunder or failure to exercise any election provided herein in any instance shall not constitute a waiver of the provisions, rights or elections in any other instance or affect the validity of this Agreement and such failure shall not preclude or prejudice such party from later enforcing or exercising the same or any other provision, right or election to which it may be entitled.

m. **Survival.** Subject to the terms hereof, the contractual commitments provided for herein and made by the parties hereto shall be deemed to continue into the future, survive, and remain binding upon the parties hereto to the full extent permitted under applicable law.

n. **Force Majeure.** Any delay in the performance of any of the duties or obligations of the County or the Company hereunder shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts not specific to the County or the Company; shortages of materials or energy; fires; explosions, floods or, with respect to construction deadlines, sustained adverse weather conditions (any such event, an “Event of Force Majeure”). The party whose performance is delayed shall give prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as rapidly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof.

o. **Business Day.** For all purposes herein, “business day” shall mean Monday through Friday of each week other than a holiday observed by banks in the State of North Carolina.

p. **Recitals Incorporated.** The recitals hereto are incorporated in this Agreement by reference and shall constitute an integral part hereof.

(Signatures are on the following pages.)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NASH COUNTY BOARD OF COMMISSIONERS

By: ________________________________
    Chairman

ATTEST:

_______________________________
Clerk to the Board

SinnovaTek/First Wave

By: ________________________________
Name: ________________________________
Title: ________________________________
Signature Page Two
To Economic Development Inducement Agreement

This instrument has been pre-audited to the extent, and in the manner required by, the “Local Government Budget and Fiscal Control Act.”

____________________________________
Name: _______________________
Nash County Finance Officer
on behalf of Nash County
Exhibit A

Project Site

That certain property known as 8000 Middlesex Corporate Pwky, Middlesex, Nash County, North Carolina 27557, the said property being Nash County Tax Parcel No. 274400146133 and being more fully described on Attachment One to this Exhibit A.
Nash County
Commissioner’s Agenda Information Sheet
Date: Monday, March 7, 2022

Item: Approval of Tax Exempt Loan for West Mount Volunteer Fire Department

Initiated By: Scott Rogers, Emergency Services Director

Action Proposed: Approve attached resolution

Description:

The West Mount Volunteer Fire Department is seeking financing from Southern Bank for a new fire apparatus. The amount of the loan is $312,000.00. The approval by the Board of Commissioners is required by the Internal Revenue code in no way obligates the County.
STATE OF NORTH CAROLINA  
COUNTY OF NASH  

CERTIFICATE OF CLERK RE APPROVAL  
OF TAX-EXEMPT LOAN TO VOLUNTEER  
FIRE DEPARTMENT BY BOARD OF  
COMMISSIONERS  

The undersigned, being duly qualified Clerk of Nash County, North Carolina, does hereby certify that the following is a true and accurate copy of a Resolution passed by the Board of Commissioners of Nash County, North Carolina, at its regular meeting on the 7th day of March, 2022, which Resolution was duly introduced, seconded, and approved, and that said Resolution was duly introduced, seconded, and approved, and that said Resolution remains in full force and effect:

“NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Commissioners of Nash County, North Carolina does hereby approve (within the scope of the qualifying language set forth below) a tax-exempt loan to the West Mount VFD (the “VFD”) from Southern Bank in the principal amount of $312,000 which loan is for the following purpose:

1. (___) for the construction of a fire station for the VFD; (an addition to existing station)

2. (___X___) for the purchase by the VFD of a fire truck or fire trucks.

and which fire truck(s) or fire station will be owned and operated by the VFD at the following address:

West Mount VFD  
7955 West Mount Dr.  
Rocky Mount, NC 27803

This approval shall not obligate Nash County or the Nash County Board of Commissioners for any obligation and it is expressly understood the obligation recited herein is the sole obligation of the West Mount Fire Department.

RESOLVED, FURTHER, that the approval of the loan to the VFD set forth above is given solely for the purposes of the public approval requirements for tax-exempt financing applicable to the VFD because of Section 150(e) (3) and Section 147(f) of the Internal Revenue Code of 1986, as amended, and such approval does not obligate the County or its Board of Commissioners in any way regarding repayment of the debt which is the sole obligation of the VFD.”

Duly Certified by the execution hereof and the placing hereon of the seal of Nash County, this 7th day of March, 2022.

____________________(SEAL)
Janice Evans, Clerk to the  
Nash County Board of Commissioners
Item: Interlocal Agreement with Town of Red Oak

Initiated By: Jonathan L. Boone, Public Utilities and Facilities Director

Action Proposed: Approve or Deny

Description:

The Town of Red Oak is requesting that Nash County formalize the agreement regarding financial support for the Northern Nash Water System. To this end, town and county staff have worked together to develop the attached Interlocal Agreement.

Recommended Action:

Staff is requesting that Commissioners approve the attached Interlocal Agreement and authorize the Board Chair to sign the agreement on behalf of Nash County.
As you may be aware, the Town of Red Oak agreed to assist Nash County with funding for the Northern Nash Water System in 2017 in order to insure that the county had adequate funds to cover debt service on loans to construct the project. Due to the availability of funds allocated to the town through the American Rescue Plan Act, the town has proposed to formalize this arrangement through an Interlocal Agreement outlining the details of their financial support.

To this end, please see attached for an agreement proposed by the town with the input of county staff for consideration by the Nash County Board of Commissioners. The town has already presented this item to its Board and authorized Mayor Langley to sign the agreement at its regularly scheduled meeting on February 14, 2022.

In the event there are no overarching concerns, the Public Utilities Department recommends that the Board of Commissioners approve the attached resolution and authorize the Board Chair to execute the agreement on behalf of Nash County.
NORTH CAROLINA
NASH COUNTY

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the "Agreement"), made and entered into this 14th day of February, 2022, by and between NASH COUNTY, a body politic and corporate of the State of North Carolina (the "County"), and the TOWN OF RED OAK, a North Carolina municipal corporation (the "Town").

RECITALS

A. Pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the County and the Town may enter into contracts or agreements with each other in order to execute any undertaking.

B. The County has undertaken the design, construction, operation, and ownership of a public water system known as the Northern Nash Water System (herein "Water System") to be constructed in phases.

C. A portion of the Water System is or will be located within and around the town limits of the Town.

D. The County and the Town desire to formalize and enter into this Agreement between the County and Town regarding the cost-sharing and payment by the Town to County of a portion of the expense for construction of the Water System.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations herein contained, the County and the Town hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the Town of Red Oak's contribution to the cost of design, construction, and ownership of the Water System.

2. The Town Council of Red Oak, NC at a regular scheduled Council meeting in 2017, voted unanimously to agree to offer financial assistance to the County to assist in funding the construction of the Water System with a maximum investment of $1,000,000.00.

3. The Town of Red Oak has agreed that it shall contribute up to $100,000.00 per year to Nash County for a period not to exceed ten years; with the first installment being made retroactively to this agreement on July 26, 2021.

4. Amendment of Agreement. This Agreement may be amended at any time by the written consent of both parties.

5. Other Terms. All the terms and conditions of this Agreement shall be binding on the parties hereto and shall bind and inure to the benefit of their successors and assigns. This Agreement shall be governed and enforced in accordance with the laws of the State of North Carolina.
IN WITNESS WHEREOF, the agreement has been executed by the appropriate Representatives of the undersigned government bodies, the day and year first above written.

NASH COUNTY

By:
Robbie B. Davis Chairman, Board of Commissioners

ATTEST: _________________________________________________________________
Janice Evans, Clerk to the Board

TOWN OF RED OAK

By: ____________________________
Levell Langley, Mayor

ATTEST: _________________________________________________________________
Tracy Shearin, Town Clerk/Administrator
Item: Abandoned Manufactured Homes

Initiated By: Patsy McGhee, Assistant to the County Manager
              Donna Wood, Finance Officer

Action Proposed: Amend Grant Project Budget Ordinance

Description:

Nash County was awarded $27,000 from the NC Department of Environmental Quality. The Agreement is effective 3/1/21 and terminates 3/1/23. Grant funds are being used for expenses incurred for the demolition, disposal and recycling of abandoned and dilapidated manufactured homes. The grant covers up to $1,500 for single-wide manufactured homes and up to $2,500 for double-wide manufactured homes. All of the homes have been bid. For homes where the contractor’s bid exceeded the grant coverage, owners have paid the overage. Nash County has a total of 17 active applications and with $2,380 in local funds, we can assist all of the applicants.

Recommended Action:

Approve the Grant Project Budget Ordinance Amendment.
Be it ordained by the Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby amended:

Section 1. The project authorized is the Abandoned Manufactured Home Grant Program described in the work statement contained in Contact Number CW19648 between the County of Nash and the North Carolina Department of Environment and Natural Resources. This project is more familiarly known as the Abandoned Manufactured Home (AMH) Grant.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Environment and Natural Resources and the budget contained herein.

Section 3. The following revenues shall be received to complete this project:

<table>
<thead>
<tr>
<th>Description</th>
<th>Original</th>
<th>Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abandoned Manufactured Housing Grant</td>
<td>$27,000</td>
<td>$27,000</td>
</tr>
<tr>
<td>Client Contribution</td>
<td>0</td>
<td>$5,840</td>
</tr>
<tr>
<td>Transfer from General Fund</td>
<td>0</td>
<td>$2,380</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$27,000</strong></td>
<td><strong>$35,220</strong></td>
</tr>
</tbody>
</table>

Section 4. The following amounts shall be expended for the project:

<table>
<thead>
<tr>
<th>Description</th>
<th>Original</th>
<th>Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of Abandoned Manufactured Homes</td>
<td>$27,000</td>
<td>$35,220</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>$27,000</strong></td>
<td><strong>$35,220</strong></td>
</tr>
</tbody>
</table>

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the Grant Agreement and Federal and State regulations.

Section 6. Funds shall be requisitioned periodically from the State after submission of documentation to the County. Disbursement of funds shall be made by the County upon actual receipt of invoice from the vendor. Compliance with all federal and state procurement regulations is required.

Section 7. The Finance Officer shall report periodically on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project ordinance during every budget submission made to this Board.

Section 9. Copies of this Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction to closeout this project.

Adopted this 7th day of March 2022.

____________________________  
Robbie B. Davis, Chairman

ATTEST: 
Janice Evans, Clerk to the Board
Item: North Carolina State Capital and Infrastructure Fund (SCIF) Directed Grant for Nash County

Initiated By: Patsy McGhee, Assistant to the County Manager
               Donna Wood, Finance Officer

Action Proposed: Adopt the Grant Project Budget Ordinance

Description:

Nash County has been awarded $1,000,000 from the NC Office of State Budget and Management (OSBM). The Agreement is effective July 1, 2021 and terminates June 30, 2023. Grant funds are to be used for expenses incurred for County Capital.

Nash County plans to use the funds to construct a shell building for economic development on its Highway 97 Economic Development Site.

Recommended Action:

Approve the Grant Project Budget Ordinance.
NASH COUNTY
NORTH CAROLINA STATE AND CAPITAL INFRASTRUCTURE FUND
GRANT PROJECT ORDINANCE

Be it ordained by the Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The ordinance authorized is the NC State and Capital Infrastructure Fund Grant Project for the purpose of managing the grant funds disbursed by the N.C. Office of Budget and Management. These grant funds are to be used exclusively for the purpose of capital as directed by NC General Assembly in Session Law 2021-180, as amended by Session Law 2021-189.

Section 2. The officers of this unit are hereby directed to proceed with the administration of the grant funds within the terms of the grant agreements and all rules and regulations within North Carolina General Statutes as it pertains to grant projects and the budget contained herein.

Section 3. The following grant has been awarded:

| 129-0213-469613 | NC Office of Budget and Management | $ 1,000,000 |

Section 4. The following expenditures are projected:

| 129-4125-559005 | Construction | $1,000,000 |

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 6: The Finance Officer shall report annually on the financial status of each project element in Section 4.

Section 7: Copies of the Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in managing these grant funds.

Section 8: This grant project ordinance expires on June 30, 2023, or when all the Grant funds have been obligated and expended by the County, whichever occurs sooner.

Adopted this 7th day of March, 2022.

____________________________
Robbie B. Davis, Chairman

ATTEST:

____________________________
Janice Evans, Clerk to the Board
Nash County
Commissioner’s Agenda Information Sheet
Date: Monday, March 7, 2022
Attachments: Yes

Item: 2020 Community Development Block Grant - Coronavirus

Initiated By: Patsy McGhee, Assistant to the County Manager

Action Proposed: Approve Interlocal Agreements and Subrecipient Agreement

Description:

Nash County has been awarded $900,000 in Community Development Block Grant-Coronavirus (CDBG-CV) funds by the State of North Carolina. Of the $900,000, $405,000 has been allocated for Public Facilities, including $322,000 for WIFI Zones and $83,000 for handwashing stations.

The NC Department of Commerce (DOC) Rural Economic Development Division (REDD) requires that Nash County have Interlocal Agreements with its municipal partners for the WIFI Zones and Handwashing Stations.

- As approved in the CDBG-CV Grant Application submitted by Nash County and The Wooten Company, we plan to initially install free WIFI at the following locations: Castalia (Community Park), Nashville (J.W. Glover Park), and Whitakers (Town Hall) for $91,382, including service until 6/17/2023.

- Also as approved in the CDBG-CV Grant Application, we plan to initially install a handwashing station at each of the following locations: Castalia (Community Park), Spring Hope (Town Hall and Library), and Whitakers (Town Hall).

The attached Subrecipient Agreement details the scope of work to be performed by CloudWyze on behalf of Nash County, in accordance with regulations set forth by the United States Department of Housing and Urban Development (HUD) and the REDD. And, we already have a Subrecipient Agreement with Wooten for design of the handwashing stations.

We do expect in the coming months to finalize additional locations for WIFI and handwashing stations at public facilities, in qualifying low-to-moderate income census blocks and municipalities, so we do intend to be back to Commissioners with additional Interlocal Agreements following the appropriate approvals (including environmental review) with additional COVID-related grant-funded public facilities across Nash County.

Attachments: Interlocal Agreements (4) Subrecipient Agreement (CloudWyze)

Recommendation: Approve the Interlocal Agreements and Subrecipient Agreement
NORTH CAROLINA

INTER-LOCAL GOVERNMENTAL AGREEMENT

NASH COUNTY

THIS JOINT INTER-LOCAL GOVERNMENTAL AGREEMENT (this “Agreement”) dated this 1st day of February, 2022 (the Effective Date”), between TOWN OF CASTALIA, a North Carolina municipal corporation (the “Town”), and NASH COUNTY, a body politic and corporate of the State of North Carolina (“Nash County”) (collectively the “parties”);

WITNESSETH

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the Town and Nash County are authorized to enter into joint inter-local agreements to execute undertakings; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Coronavirus Community Development Block Grant (the “CDBG-CV Grant”) (20-V-3526) project, the purpose of which is to provide the Town of Castalia with a handwashing station and WIFI tower to improve internet services; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Coronavirus Community Development Block Grant (the “CDBG-CV Grant”) (20-V-3526) project, the purpose of which is to provide the Town of Castalia with a handwashing station and WIFI tower to improve internet services, known as the (the “Properties”); and

WHEREAS, the Town is the owner of the properties located at

Castalia Community Park, 9656 Main St, Castalia, NC 27816;

that is being developed to include equipment/certain real Properties to improve health and safety standard, plus improve citizen internet connections, for the purpose of the CDBG-CV Grant; and

WHEREAS, pursuant to the Grantee Acknowledgement and Agreement dated December 17, 2020, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “Grant Agreement”), the North Carolina Department of Commerce through the CDBG-CV program has agreed to provide the Grantee (Nash County) with a grant in the amount of $900,000, for the purpose of providing funding for WIFI Services, Handwashing Stations and Rent and Utility Subsistence Payments for the citizens of Nash County, the terms of which are incorporated herein referenced in the CDBG-CV Grant; and

WHEREAS, the Parties desire to enter into this Agreement to continue and expand their relationship as it relates to the development of the Property and the ownership, construction, operation, repair, and maintenance of the handwashing station and WIFI tower;
NOW THEREFORE, in consideration of the forgoing and the mutual promises, covenants, and obligations contained herein, the Parties hereby agree as follows:

1. Installation of WIFI Tower and Handwashing Station. Nash County shall act as the lead entity in developing and carrying out said proposed CDBG project. Nash County shall install a WIFI tower and a handwashing station on the property. Following construction and installation of the Property (Handwashing Station) and the expiration of the one (1) year construction warranty given by the contractor, Nash County shall transfer all of its right, title and interest in the Property (Handwashing Station) to the town. At the termination of the CDBG-CV Grant, Nash County shall transfer all of its right, title and interest in the Property (WIFI Tower) to the Town, henceforth the Town shall then be responsible for all maintenance, repair, and operation of the Property.

2. Duration/ Termination. The term of this Agreement shall commence on the Effective Date and this Agreement shall terminate upon Nash County transferring all its right, title and interest in the WIFI tower and handwashing station to the Town. Agreement may be terminated at any time by agreement of all parties to this Agreement, unless a grant contract is in effect with the State. In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

3. Financing and Administration.
   a. The Wooten Company shall administer and manage the CDBG-CV Grant ($900,000) pursuant to and in accordance with the Subrecipient Agreement.
   b. Parties hereby agree to cooperate, coordinate, and mutually work together with The Wooten Company, and any and all other third parties who, occasionally, may be involved in financing, design, construction, repair or replacement of the WIFI tower and handwashing station.

4. Approval of Final Design. Prior to the allowing of bids, the Town shall have the right to be involved with the procurement process. This may include, but is not limited to: Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and examination of other contract documents.

5. Binding Effect. All the terms and conditions hereof shall be binding on the Parties hereto and shall bind and inure to the benefit of their successors and/or assigns.

6. Waivers. No waiver by any of the Parties of their rights, express or implied, of any provisions of this Agreement, shall be deemed a consent to any subsequent breach of the same or any other provisions.

7. Construction. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. If any provisions are void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
8. Amendment. This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by all Parties.

9. Captions. The Captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals as of the day and year written herein below.

[SIGNATURE PAGES FOLLOW]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NASH COUNTY

By: __________________________________________
Robbie B. Davis, Chairman

ATTEST:

___________________________________________
Janice Evans
Clerk to the Board

TOWN OF CASTALIA

By: _________________________________
James Alston, Mayor

ATTEST:

___________________________________________
Marlita Thompson
Clerk
Community Development Block Grant Coronavirus (CDBG-CV) Program

This grant agreement for the Community Development Block Grant Coronavirus (CDBG-CV) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and County of Nash, on this 17th day of December 2020.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the County of Nash, (the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant Coronavirus (CDBG-CV) assistance provided under the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) (Public Law 116-136 and awarded to DOC under Title I of the United States Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.

   (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.

   (b) Recipient means the County of Nash, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.

   (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.

   (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of $900,000 except as modified.
(e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.

(f) The date for receiving the grant means the date of the REDD Director’s signature on the Grant Agreement and Funding Approval.

2. **Timely Execution.** Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient’s failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director’s signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. **Obligations of the Recipient.** The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG_CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG-CV HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC’s CDBG-CV Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient’s own approved CDBG-CV application to DOC, as may be amended with DOC approval.

4. **Obligations of Recipient with Respect to Certain Third-Party Relationships.** Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient’s certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient’s contract with the third party must require the third party to comply with this
Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. **Changes to Agreement.** Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.

6. **Conflict of Interest.** Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG-CV grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.
In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Duplication of Benefits: Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC’s Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.

8. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

9. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 (“Recordkeeping”), 24 C.F.R. 570.490 (“Recordkeeping Requirements”), 24 C.F.R. § 570.506 (“Records to be maintained”) and 24 C.F.R. § 85.42 (“Retention and Access Requirements for Records”) as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.

10. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
11. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC’s request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

12. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. Substitution of in-kind contributions for cash is not allowed.

13. Expenditure of Non-CDBG-CV Funds. The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.

14. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.

15. Fair Housing. Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.

16. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.

17. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG-CV is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG-CV assisted project are identified and made available to low-income residents within the CDBG-CV assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical
Item 15.

targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving $200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

18. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG-CV assisted project.

19. Environmental Review. Recipients of CDBG-CV funds are required to complete the document entitled “Environmental Review Procedures for the CDBG Program.” Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance and the programmatic release of funds.

20. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

21. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

22. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.

a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).

b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

23. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
   a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
   b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
   c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
   d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

24. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and usable to the physically
handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.

b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and usable by the physically handicapped.

25. **Change of Use of Real Property.** Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

26. **Obligation of Recipient with Regard to Vacant Units.** The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low-or-moderate income person by the time close-out occurs.

27. **Utility Assessments or Fees:** Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.

28. **False or Misleading Information.** Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD’s Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

29. **Disputes with DOC.** If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N C Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes,
protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.

30. **Disputes or Complaints by Subrecipients or Other Entities.** Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

31. **Schedules**
   (a) **Schedule for Release of Conditions and Completion Activities.** The **Recipient must satisfy all Funding Approval Conditions to release CDBG-CV funds within 3 months (March 17, 2021) from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG-CV funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities’ implementation schedule in the application as modified by the Performance Based Contract.

   (b) **The Recipient must obligate all funds within 27 months (March 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**

   (c) **All funds are to be expended within 30 months (June 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**

   (d) **All closeout documents must be returned to REDD by (September 17, 2023)**

   (e) **Schedule for Submission of Compliance Documents.** The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
      - Environmental – 4 months (April 17, 2021)
      - Equal Employment and Procurement Plan – 4 months (April 17, 2021)
      - Fair Housing Plan – 4 months (April 17, 2021)
      - Section 3 Plan – 4 months (April 17, 2021)
      - Section 504 Plan – 4 months (April 17, 2021)
      - Language Access Plan – 4 months (April 17, 2021)
      - Duplication of Benefit Policy and Plan- 4 months (April 17, 2021)
      - Request for Release of Funds – 5 months (May 17, 2021)

   (f) **Timely Drawdown of Funds.** Recipient is expected make timely drawdowns so that funds are expended in a timely manner. Recipient shall requisition funds at least monthly following the initial draw and the programmatic release of funds.
32. **Scope of Work (Attachment A):** Recipient shall be responsible for administering all CDBG-CV activities in a manner satisfactory to DOC, allowable pursuant to the CDBG-CV program, and consistent with any standards as required as a condition of providing these funds. Approved program activities, as identified in Attachment A, must be directly linked to responding to, preparing for, or preventing COVID-19.

33. **Progress Report.** Recipient shall ensure that an annual performance report that reflects approved CDBG-CV program activity progress and CDBG-CV financial status is presented to Recipient’s elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the January 31 following the ending month of the reporting period or a date otherwise established by DOC. Reporting requirements may change periodically based on DOC’s reporting requirements to HUD.

34. **Performance Measures**
   The CPD Performance Measurement System is HUD’s response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

   (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

   (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

---

**Secretary of the Department of Commerce**

Date: December 17, 2020

☑ By: Iris C. Payne, CDBG Program Director, REDD

Nash County, NC

Name of Recipient

☑ By: Signature of Authorized Official

Chairman of Board

(Title)
Attachment A
CDBG-CV Scope of Work

A. Summary

The North Carolina Department of Commerce (DOC), Rural Economic Development Division (REDD) is the HUD designated agency to administer the State of North Carolina’s CDBG Coronavirus (CDBG-CV) Program. All approved activities must adhere to the CDBG-CV program requirements as outlined under the CARES Act. Recipients must adhere to the policies, procedures, and form documentation created by REDD.

All activities must meet the national objective of Low-to-Moderate Income (LMI) as required by the Federal Register Notice.

If technical assistance is needed, the Recipient may contact REDD regarding monitoring, compliance, or any other questions.

B. Geographical Service Area of Activity

Recipient shall serve low-to-moderate income persons as defined by HUD residing in the State of North Carolina, in the County of Nash.

C. Designated Activities

The Recipient shall only perform the following approved activities:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>ACTIVITY TYPE</th>
<th>NATIONAL OBJECTIVE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Services and Public Facility and Improvements</td>
<td>FY20 CDBG-CV Nash County</td>
<td>LMI Direct Benefit for Subsistence Payments and LMI Areawide for Public Facility Improvements</td>
<td>Nash County will provide emergency rent, mortgage, and utility assistance up to six months to low-to-moderate households; provide Wi-Fi zones to assist LMI residents; and install handwashing stations in public facilities. The county will partner with CloudWyze and Nash Edgecombe Economic Development.</td>
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NORTH CAROLINA

INTER-LOCAL GOVERNMENTAL AGREEMENT

NASH COUNTY

THIS JOINT INTER-LOCAL GOVERNMENTAL AGREEMENT (this “Agreement”) dated this _____ day of _________, ______ (the Effective Date”), between TOWN OF NASHVILLE, a North Carolina municipal corporation (the “Town”), and NASH COUNTY, a body politic and corporate of the State of North Carolina (“Nash County”) (collectively the “parties”);

WITNESSETH

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the Town and Nash County are authorized to enter into joint inter-local agreements to execute undertakings; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Coronavirus Community Development Block Grant (the “CDBG-CV Grant”) (20-V-3526) project, the purpose of which is to provide the Town of Nashville with a WIFI tower to improve internet services, known as the (the “Property”); and

WHEREAS, the Town is the owner of the properties located at

J.W. Glover Park, 174 J.W. Glover Memorial, Loyd Park Dr, Nashville, NC 27856;

that is being developed to include equipment/certain real Property to improve citizen internet connections, for the purpose of the CDBG-CV Grant; and

WHEREAS, pursuant to the Grantee Acknowledgement and Agreement dated December 17, 2020, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “Grant Agreement”), the North Carolina Department of Commerce through the CDBG-CV program has agreed to provide the Grantee (Nash County) with a grant in the amount of $900,000, for the purpose of providing funding for WIFI Services, Handwashing Stations and Rent and Utility Subsistence Payments for the citizens of Nash County, the terms of which are incorporated herein referenced in the CDBG-CV Grant; and

WHEREAS, the Parties desire to enter into this Agreement to continue and expand their relationship as it relates to the development of the Property and the ownership, construction, operation, repair, and maintenance of the WIFI tower;

NOW THEREFORE, in consideration of the forgoing and the mutual promises, covenants, and obligations contained herein, the Parties hereby agree as follows:

1. Installation of WIFI Tower. Nash County shall act as the lead entity in developing and carrying out said proposed CDBG project. Nash County shall install a WIFI tower on the property. At the termination of the CDBG-CV Grant, Nash County shall transfer all of its right,
title and interest in the Property to the Town, henceforth the Town shall then be responsible for all maintenance, repair, and operation of the Property.

2. Duration/ Termination. The term of this Agreement shall commence on the Effective Date and this Agreement shall terminate upon Nash County transferring all its right, title and interest in the WIFI tower to the Town. The Agreement may be terminated at any time by agreement of all parties to this Agreement, unless a grant contract is in effect with the State. In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

3. Financing and Administration.

a. The Wooten Company shall administer and manage the CDBG-CV Grant ($900,000) pursuant to and in accordance with the Sub-recipient Agreement.

b. Parties hereby agree to cooperate, coordinate, and mutually work together with The Wooten Company, and any and all other third parties who, occasionally, may be involved in financing, design, construction, repair or replacement of the WIFI tower.

4. Approval of Final Design. Prior to the procurement of bids, the Town shall have the right to be involved with the procurement process. This includes, but is not limited to: Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and examination of other contract documents.

5. Binding Effect. All the terms and conditions hereof shall be binding on the Parties hereto and shall bind and inure to the benefit of their successors and/or assigns.

6. Waivers. No waiver by any of the Parties of their rights, express or implied, of any provisions of this Agreement, shall be deemed a consent to any subsequent breach of the same or any other provisions.

7. Construction. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. If any provisions are void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

8. Amendment. This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by all Parties.

9. Captions. The Captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals as of the day and year written herein below.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NASH COUNTY

By: ____________________________________________
Robbie B. Davis, Chairman

ATTEST:

Janice Evans
Clerk to the Board

TOWN OF NASHVILLE

By:  [Signature]
Brenda Brown, Mayor

ATTEST:

Sarah Tinkham
Clerk
Grant Agreement

Community Development Block Grant Coronavirus (CDBG-CV) Program

This grant agreement for the Community Development Block Grant Coronavirus (CDBG-CV) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and County of Nash, on this 17th day of December 2020.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the County of Nash, (the "Recipient" and collectively with DOC, the "Parties"), Community Development Block Grant Coronavirus (CDBG-CV) assistance provided under the Coronavirus Aid, Relief and Economic Security Act (the "CARES Act") (Public Law 116-136 and awarded to DOC under Title I of the United States Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.

(a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.

(b) Recipient means the County of Nash, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.

(c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.

(d) "Assistance" or "Grant" means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of $900,000 except as modified.
(e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.

(f) The date for receiving the grant means the date of the REDD Director’s signature on the Grant Agreement and Funding Approval.

2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient’s failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director’s signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG-CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG-CV HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC’s CDBG-CV Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient’s own approved CDBG-CV application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient’s certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient’s contract with the third party must require the third party to comply with this
Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.

6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L.0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG-CV grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.
In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Duplication of Benefits: Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC’s Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.

8. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

9. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 (“Recordkeeping”), 24 C.F.R. 570.490 (“Recordkeeping Requirements”), 24 C.F.R. § 570.506 (“Records to be maintained”) and 24 C.F.R. § 85.42 (“Retention and Access Requirements for Records”) as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.

10. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
11. **Release of Personal, Financial and Identifying Information.** To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC’s request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

12. **Project Savings.** The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**

13. **Expenditure of Non-CDBG-CV Funds.** The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.

14. **Method of Payment.** The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.

15. **Fair Housing.** Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.

16. **Equal Employment and Procurement Opportunity.** A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.

17. **Local Economic Benefit (Section 3 Regulation).** For each year that a CDBG-CV is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG-CV assisted project are identified and made available to low-income residents within the CDBG-CV assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical
targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving
$200,000 or more in non-administrative line items expended for construction contracts and (3)
education of low-income residents within the CDBG assisted area about the components and
opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to
Section 3 with the DOC CDBG Compliance Office.

18. **Section 504 and ADA.** Recipients must complete the Section 504 Survey and
Transition Plan. This plan will not satisfy all the requirements of the Americans with
Disabilities Act, but it will meet the minimum requirements for a CDBG-CV assisted project.

19. **Environmental Review.** Recipients of CDBG-CV funds are required to complete the
document entitled “Environmental Review Procedures for the CDBG Program.” Once the
Environmental Review Record (ERR) is received, REDD will review for completeness and
submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State
agencies to review and comment. Recipients cannot conduct any program activities until
REDD issues an environmental clearance and the programmatic release of funds.

20. **Language Access Plan (LAP).** Recipients of Federal financial assistance have an obligation to
reduce language barriers that can preclude meaningful access by Limited English Proficient
(LEP) persons to important government programs, services, and activities. Title VI of the Civil
Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that
Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will
be required to submit a language access plan using the approved template from REDD. The
plan will address the LAP policy, translation of required vital documents, and requirements for
citizen participation.

21. **Federal Funding Accountability and Transparency Act (FATA):** The Recipient must also
comply with provision of FATA, which includes requirements on executive compensation, and
2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

22. **Procurement Standards.** Where applicable, Recipient shall follow the procurement standards
established in the “Administrative Requirements for Grants and Cooperative Agreements to
State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and
HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit
cost plus a percentage of cost and percentage of construction cost methods of contracting. 4
N.C.A.C. 19L.0908.

   a. Any Recipient or Subrecipient shall follow other applicable procurement standards
      set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but
      not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public
      building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds
      (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003);
      property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4
      N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).

   b. Recipient shall likewise follow all other applicable federal and state procurement
      rules, guidelines, and procedures, including those set forth in Office of Management
      and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit
      Requirements for Federal Awards).
In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

23. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
   a. Davis-Bacon Act (40 U.S.C. A 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
   b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
   c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
   d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

24. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and useable to the physically
handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.

b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and usable by the physically handicapped.

25. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

26. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low-or-moderate income person by the time close-out occurs.

27. Utility Assessments or Fees: Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.

28. False or Misleading Information. Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD’s Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

29. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N C Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to “contracts, disputes,
protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This
includes actions arising out of or related to this Agreement or the Program.

30. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for
developing, implementing and utilizing its own dispute resolution procedures with respect to
disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or
any other person or entity (other than DOC). This includes (but is not limited to) procedures
relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a
dispute between and among Recipient, any Subrecipient, contractor and/or any other persons
or entities (not including DOC), Recipient shall make every effort to resolve the dispute
pursuant to its own dispute resolution procedures and shall issue a final decision on the
matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall
provide that, in the event that any party to such a dispute or complaint is dissatisfied with the
final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to
the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent
that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

31. Schedules
(a) Schedule for Release of Conditions and Completion Activities. The Recipient must
satisfy all Funding Approval Conditions to release CDBG-CV funds within 3
months (March 17, 2021) from the date the Grant Agreement and Funding
Approval were signed by the REDD Director. The recipient must draw down all
CDBG-CV funds, expend all local non-CDBG funds and complete all project activities
in conformance with the activities’ implementation schedule in the application as
modified by the Performance Based Contract.

(b) The Recipient must obligate all funds within 27 months (March 17, 2023) from the
date the Grant Agreement and Funding Approval are signed by REDD Director.

(c) All funds are to be expended within 30 months (June 17, 2023) from the date the
Grant Agreement and Funding Approval are signed by REDD Director. Any
remaining funds will be de-obligated.

(d) All closeout documents must be returned to REDD by (September 17, 2023)

(e) Schedule for Submission of Compliance Documents. The Recipient must submit the
following compliance documents within the specified number of months from the date
the Grant Agreement and the Funding Approval were signed by the REDD Director:
- Environmental – 4 months (April 17, 2021)
- Equal Employment and Procurement Plan – 4 months (April 17, 2021)
- Fair Housing Plan – 4 months (April 17, 2021)
- Section 3 Plan – 4 months (April 17, 2021)
- Section 504 Plan – 4 months (April 17, 2021)
- Language Access Plan – 4 months (April 17, 2021)
- Duplication of Benefit Policy and Plan- 4 months (April 17, 2021)
- Request for Release of Funds – 5 months (May 17, 2021)

(f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that
funds are expended in a timely manner. Recipient shall requisition funds at least monthly
following the initial draw and the programmatic release of funds.
32. **Scope of Work (Attachment A):** Recipient shall be responsible for administering all CDBG-CV activities in a manner satisfactory to DOC, allowable pursuant to the CDBG-CV program, and consistent with any standards as required as a condition of providing these funds. Approved program activities, as identified in Attachment A, must be directly linked to responding to, preparing for, or preventing COVID-19.

33. **Progress Report.** Recipient shall ensure that an annual performance report that reflects approved CDBG-CV program activity progress and CDBG-CV financial status is presented to Recipient’s elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the January 31 following the ending month of the reporting period or a date otherwise established by DOC. Reporting requirements may change periodically based on DOC’s reporting requirements to HUD.

34. **Performance Measures**

   The CPD Performance Measurement System is HUD’s response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

   (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

   (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient’s governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: December 17, 2020

☑ By: Iris C. Payne, CDBG Program Director, REDD

Name of Recipient

☑ By: Signature of Authorized Official

Chairman of Board

(Title)
Attachment A
CDBG-CV Scope of Work

A. Summary

The North Carolina Department of Commerce (DOC), Rural Economic Development Division (REDD) is the HUD designated agency to administer the State of North Carolina’s CDBG Coronavirus (CDBG-CV) Program. All approved activities must adhere to the CDBG-CV program requirements as outlined under the CARES Act. Recipients must adhere to the policies, procedures, and form documentation created by REDD.

All activities must meet the national objective of Low-to-Moderate Income (LMI) as required by the Federal Register Notice.

If technical assistance is needed, the Recipient may contact REDD regarding monitoring, compliance, or any other questions.

B. Geographical Service Area of Activity

Recipient shall serve low-to-moderate income persons as defined by HUD residing in the State of North Carolina, in the County of Nash.

C. Designated Activities

The Recipient shall only perform the following approved activities:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>ACTIVITY TYPE</th>
<th>NATIONAL OBJECTIVE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Services and Public Facility and Improvements</td>
<td>FY20 CDBG-CV Nash County</td>
<td>LMI Direct Benefit for Subsistence Payments and LMI Areawide for Public Facility Improvements</td>
<td>Nash County will provide emergency rent, mortgage, and utility assistance up to six months to low-to-moderate households; provide Wi-Fi zones to assist LMI residents; and install handwashing stations in public facilities. The county will partner with CloudWyze and Nash Edgecombe Economic Development.</td>
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NORTH CAROLINA

INTER-LOCAL GOVERNMENTAL AGREEMENT

NASH COUNTY

THIS JOINT INTER-LOCAL GOVERNMENTAL AGREEMENT (this “Agreement”) dated this ________ day of __________, _______ (the Effective Date”), between TOWN OF SPRING HOPE, a North Carolina municipal corporation (the “Town”), and NASH COUNTY, a body politic and corporate of the State of North Carolina (“Nash County”) (collectively the “parties”);

WITNESSETH

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the Town and Nash County are authorized to enter into joint inter-local agreements to execute undertakings; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Coronavirus Community Development Block Grant (the “CDBG-CV Grant”) (20-V-3526) project, the purpose of which is to provide the Town of Spring Hope with handwashing stations, known as the (the “Property”); and

WHEREAS, the Town is the owner of the properties located at

Spring Hope Public Library, 101 S. Ash Street, Spring Hope, NC 27882;

Spring Hope Town Hall, 118 W E Railroad Street, Spring Hope, NC 27882;

that are being developed to include equipment/certain real Property to improve health and safety standard, for the purpose of the CDBG-CV Grant; and

WHEREAS, pursuant to the Grantee Acknowledgement and Agreement dated December 17, 2020, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “Grant Agreement”), the North Carolina Department of Commerce through the CDBG-CV program has agreed to provide the Grantee (Nash County) with a grant in the amount of $900,000, for the purpose of providing funding for WIFI Services, Handwashing Stations and Rent and Utility Subsistence Payments for the citizens of Nash County, the terms of which are incorporated herein referenced in the CDBG-CV Grant; and,

WHEREAS, the Parties desire to enter into this Agreement to continue and expand their relationship as it relates to the development of the Properties and the ownership, construction, operation, repair, and maintenance of the handwashing stations;

NOW THEREFORE, in consideration of the forgoing and the mutual promises, covenants, and obligations contained herein, the Parties hereby agree as follows:

1. Installation of Handwashing Stations. Nash County shall act as the lead entity in developing and carrying out said proposed CDBG project. Nash County shall install
handwashing stations on the property. Following construction and installation of the Property and the expiration of the one (1) year construction warranty given by the contractor, Nash County shall transfer all of its right, title and interest in the Property to the town, henceforth the Town shall then be responsible for all maintenance, repair, and operation of the Property.

2. Duration/ Termination. The term of this Agreement shall commence on the Effective Date, this Agreement shall terminate upon Nash County transferring all its right, title and interest in the handwashing stations to the Town. This Agreement may be terminated at any time by agreement of all parties to this Agreement, unless a grant contract is in effect with the State. In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

3. Financing and Administration.

a. The Wooten Company shall administer and manage the CDBG-CV Grant ($900,000) pursuant to and in accordance with the Subrecipient Agreement.

b. Parties hereby agree to cooperate, coordinate, and mutually work together with The Wooten Company, and any and all other third parties who, occasionally, may be involved in financing, design, construction, repair or replacement of the handwashing stations.

4. Approval of Final Design. Prior to the allowing of bids, the Town shall have the right to be involved with the procurement process. This may include, but is not limited to: Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and examination of other contract documents.

5. Binding Effect. All the terms and conditions hereof shall be binding on the Parties hereto and shall bind and inure to the benefit of their successors and/or assigns.

6. Waivers. No waiver by any of the Parties of their rights, express or implied, of any provisions of this Agreement, shall be deemed a consent to any subsequent breach of the same or any other provisions.

7. Construction. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. If any provisions are void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

8. Amendment. This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by all Parties.

9. Captions. The Captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NASH COUNTY

By: 
Robbie B. Davis, Chairman

ATTEST:

Janice Evans
Clerk to the Board

TOWN OF SPRING HOPE

By: 
Kyle Pritchard, Mayor

ATTEST:

Michelle Collins
Clerk
Community Development Block Grant Coronavirus (CDBG-CV) Program

This grant agreement for the Community Development Block Grant Coronavirus (CDBG-CV) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and County of Nash, on this 17th day of December 2020.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the County of Nash, (the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant Coronavirus (CDBG-CV) assistance provided under the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) (Public Law 116-136 and awarded to DOC under Title I of the United States Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.

(a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.

(b) Recipient means the County of Nash, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.

(c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.

(d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of $590,000 except as modified.
(e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.

(f) The date for receiving the grant means the date of the REDD Director’s signature on the Grant Agreement and Funding Approval.

2. **Timely Execution.** Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient’s failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director’s signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. **Obligations of the Recipient.** The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG_CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG-CV HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC’s CDBG-CV Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient’s own approved CDBG-CV application to DOC, as may be amended with DOC approval.

4. **Obligations of Recipient with Respect to Certain Third-Party Relationships.** Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient’s certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient’s contract with the third party must require the third party to comply with this
Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. **Changes to Agreement.** Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.

6. **Conflict of Interest.** Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG-CV grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.
In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. **Duplication of Benefits**: Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC's Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.

8. **Reimbursement to DOC for Improper Expenditures.** The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

9. **Recordkeeping Requirements.** Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 (“Recordkeeping”), 24 C.F.R. 570.490 (“Recordkeeping Requirements”), 24 C.F.R. § 570.506 (“Records to be maintained”) and 24 C.F.R. § 85.42 (“Retention and Access Requirements for Records”) as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.

10. **Access to Records.** The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
11. **Release of Personal, Financial and Identifying Information.** To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC’s request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

12. **Project Savings.** The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**

13. **Expenditure of Non-CDBG-CV Funds.** The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.

14. **Method of Payment.** The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.

15. **Fair Housing.** Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.

16. **Equal Employment and Procurement Opportunity.** A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.

17. **Local Economic Benefit (Section 3 Regulation).** For each year that a CDBG-CV is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG-CV assisted project are identified and made available to low-income residents within the CDBG-CV assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical
targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving $200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

18. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG-CV assisted project.

19. Environmental Review. Recipients of CDBG-CV funds are required to complete the document entitled “Environmental Review Procedures for the CDBG Program.” Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance and the programmatic release of funds.

20. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

21. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

22. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.

a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).

b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

23. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C. 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
   a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
   b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
   c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
   d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

24. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and useable to the physically
handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.

b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and usable by the physically handicapped.

25. **Change of Use of Real Property.** Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

26. **Obligation of Recipient with Regard to Vacant Units.** The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low-or-moderate income person by the time close-out occurs.

27. **Utility Assessments or Fees:** Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.

28. **False or Misleading Information.** Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD’s Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

29. **Disputes with DOC.** If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N.C. Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes,
protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.

30. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

31. Schedules
(a) Schedule for Release of Conditions and Completion Activities. The Recipient must satisfy all Funding Approval Conditions to release CDBG-CV funds within 3 months (March 17, 2021) from the date the Grant Agreement and Funding Approval were signed by the REDD Director. The recipient must draw down all CDBG-CV funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities’ implementation schedule in the application as modified by the Performance Based Contract.

(b) The Recipient must obligate all funds within 27 months (March 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director.

(c) All funds are to be expended within 30 months (June 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.

(d) All closeout documents must be returned to REDD by (September 17, 2023)

(e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:
   - Environmental – 4 months (April 17, 2021)
   - Equal Employment and Procurement Plan – 4 months (April 17, 2021)
   - Fair Housing Plan – 4 months (April 17, 2021)
   - Section 3 Plan – 4 months (April 17, 2021)
   - Section 504 Plan – 4 months (April 17, 2021)
   - Language Access Plan – 4 months (April 17, 2021)
   - Duplication of Benefit Policy and Plan – 4 months (April 17, 2021)
   - Request for Release of Funds – 5 months (May 17, 2021)

(f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner. Recipient shall requisition funds at least monthly following the initial draw and the programmatic release of funds.
32. **Scope of Work (Attachment A):** Recipient shall be responsible for administering all CDBG-CV activities in a manner satisfactory to DOC, allowable pursuant to the CDBG-CV program, and consistent with any standards as required as a condition of providing these funds. Approved program activities, as identified in Attachment A, must be directly linked to responding to, preparing for, or preventing COVID-19.

33. **Progress Report.** Recipient shall ensure that an annual performance report that reflects approved CDBG-CV program activity progress and CDBG-CV financial status is presented to Recipient’s elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the January 31 following the ending month of the reporting period or a date otherwise established by DOC. Reporting requirements may change periodically based on DOC’s reporting requirements to HUD.

34. **Performance Measures**
   The CPD Performance Measurement System is HUD’s response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

   (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

   (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient’s governing body to execute this Grant Agreement.

Date: December 17, 2020

Date: 1/4/2021

☐ By: [Signature]

Iris C. Payne, CDBG Program Director, REDD

Name of Recipient

☐ By: [Signature]

[Signature]

(Title)
Attachment A
CDBG-CV Scope of Work

A. Summary

The North Carolina Department of Commerce (DOC), Rural Economic Development Division (REDD) is the HUD designated agency to administer the State of North Carolina’s CDBG Coronavirus (CDBG-CV) Program. All approved activities must adhere to the CDBG-CV program requirements as outlined under the CARES Act. Recipients must adhere to the policies, procedures, and form documentation created by REDD.

All activities must meet the national objective of Low-to-Moderate Income (LMI) as required by the Federal Register Notice.

If technical assistance is needed, the Recipient may contact REDD regarding monitoring, compliance, or any other questions.

B. Geographical Service Area of Activity

Recipient shall serve low-to-moderate income persons as defined by HUD residing in the State of North Carolina, in the County of Nash.

C. Designated Activities

The Recipient shall only perform the following approved activities:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>ACTIVITY TYPE</th>
<th>NATIONAL OBJECTIVE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Services and Public Facility and Improvements</td>
<td>FY20 CDBG-CV Nash County</td>
<td>LMI Direct Benefit for Subsistence Payments and LMI Areawide for Public Facility Improvements</td>
<td>Nash County will provide emergency rent, mortgage, and utility assistance up to six months to low-to-moderate households; provide Wi-Fi zones to assist LMI residents; and install handwashing stations in public facilities. The county will partner with CloudWyze and Nash Edgecombe Economic Development.</td>
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</tbody>
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NORTH CAROLINA

INTER-LOCAL GOVERNMENTAL AGREEMENT

NASH COUNTY

THIS JOINT INTER-LOCAL GOVERNMENTAL AGREEMENT (this "Agreement") dated this ______ day of ________, ______ (the Effective Date”), between TOWN OF WHITAKERS, a North Carolina municipal corporation (the “Town”), and NASH COUNTY, a body politic and corporate of the State of North Carolina ("Nash County") (collectively the “parties”);

WITNESSETH

WHEREAS, pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, the Town and Nash County are authorized to enter into joint inter-local agreements to execute undertakings; and

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Coronavirus Community Development Block Grant (the “CDBG-CV Grant”) (20-V-3526) project, the purpose of which is to provide the Town of Whitakers with a handwashing station and WIFI tower to improve internet services, known as the (the “Properties”); and

WHEREAS, the Town is the owner of the properties located at

Whitakers Town Hall, 302 NW Railroad Street, Whitakers, NC 27891

that is being developed to include equipment/certain real Properties to improve health and safety standard, plus improve citizen internet connections, for the purpose of the CDBG-CV Grant; and

WHEREAS, pursuant to the Grantee Acknowledgement and Agreement dated December 17, 2020, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the “Grant Agreement”), the North Carolina Department of Commerce through the CDBG-CV program has agreed to provide the Grantee (Nash County) with a grant in the amount of $900,000, for the purpose of providing funding for WIFI Services, Handwashing Stations and Rent and Utility Subsistence Payments for the citizens of Nash County, the terms of which are incorporated herein referenced in the CDBG-CV Grant; and

WHEREAS, the Parties desire to enter into this Agreement to continue and expand their relationship as it relates to the development of the Property and the ownership, construction, operation, repair, and maintenance of the handwashing station and WIFI tower;

NOW THEREFORE, in consideration of the forgoing and the mutual promises, covenants, and obligations contained herein, the Parties hereby agree as follows:

1. Installation of WIFI Tower and Handwashing Station. Nash County shall act as the lead entity in developing and carrying out said proposed CDBG project. Nash County shall install a WIFI tower and a handwashing station on the property. Following construction and
installation of the Property (Handwashing Station) and the expiration of the one (1) year construction warranty given by the contractor, Nash County shall transfer all of its right, title and interest in the Property (Handwashing Station) to the town. At the termination of the CDBG-CV Grant, Nash County shall transfer all of its right, title and interest in the Property (WIFI Tower) to the Town, henceforth the Town shall then be responsible for all maintenance, repair, and operation of the Property.

2. **Duration/ Termination.** The term of this Agreement shall commence on the Effective Date and this Agreement shall terminate upon Nash County transferring all its rights, title and interest in the WIFI tower and handwashing station to the Town. Agreement may be terminated at any time by agreement of all parties to this Agreement, unless a grant contract is in effect with the State. In that case, the State must approve such termination and arrangements for completing this project prior to termination of this Agreement. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

3. **Financing and Administration.**

   a. The Wooten Company shall administer and manage the CDBG-CV Grant ($900,000) pursuant to and in accordance with the Subrecipient Agreement.

   b. Parties hereby agree to cooperate, coordinate, and mutually work together with The Wooten Company, and any and all other third parties who, occasionally, may be involved in financing, design, construction, repair or replacement of the WIFI tower and handwashing station.

4. **Approval of Final Design.** Prior to the procurement of bids, the Town shall have the right to be involved with the procurement process. This includes, but is not limited to: Information for Bidders, Bid Form, Contract Plans, Specifications, Bid Bond, Performance and Payment Bond, and examination of other contract documents.

5. **Binding Effect.** All the terms and conditions hereof shall be binding on the Parties hereto and shall bind and inure to the benefit of their successors and/or assigns.

6. **Waivers.** No waiver by any of the Parties of their rights, express or implied, of any provisions of this Agreement, shall be deemed a consent to any subsequent breach of the same or any other provisions.

7. **Construction.** This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. If any provisions are void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

8. **Amendment.** This Agreement contains the entire agreement of the parties. It may be changed or amended only by an agreement in writing signed by all Parties.
9. **Captions.** The Captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

**IN WITNESS WHEREOF,** the Parties have hereunto affixed their hands and seals as of the day and year written herein below.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

NASH COUNTY

By: ___________________________
Robbie B. Davis, Chairman

ATTEST:

Janice Evans
Clerk to the Board

TOWN OF WHITAKERS

By: ___________________________
Doris Lindsey, Mayor Pro Tem

ATTEST:

Shante' Williams
Clerk
Community Development Block Grant Coronavirus (CDBG-CV) Program

This grant agreement for the Community Development Block Grant Coronavirus (CDBG-CV) Program is entered into between the North Carolina Department of Commerce (DOC), Rural Economic Development Division and County of Nash, on this 17th day of December 2020.

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the County of Nash, (the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant Coronavirus (CDBG-CV) assistance provided under the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) (Public Law 116-136 and awarded to DOC under Title I of the United States Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect.

The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.

(a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.

(b) Recipient means the County of Nash, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.

(c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.

(d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of $900,000 except as modified.
(e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.

(f) The date for receiving the grant means the date of the REDD Director’s signature on the Grant Agreement and Funding Approval.

2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG-CV funds, Recipient’s failure to execute and return a copy of the Agreement within 60 days of the date of the REDD Director’s signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.

3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG_CV HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG-CV HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC’s CDBG-CV Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient’s own approved CDBG-CV application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient’s certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient’s contract with the third party must require the third party to comply with this
Agreement, all applicable laws, rules, regulations and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG-CV program.

6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG-CV grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.
In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Duplication of Benefits: Recipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 42 U.S.C. 5121 et seq.). Recipient must prevent duplication of benefits, consistent with CDBG-CV requirements. Recipient shall ensure that in all its activities and procedures under this Agreement, that the Recipient establish and follow DOC’s Duplication of Benefits policy, as it may be amended from time to time. Recipient is also required to submit a copy of its DOB policy and procedures and amendments to DOC.

8. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.

9. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG-CV funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.

10. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
11. **Release of Personal, Financial and Identifying Information.** To ensure and document compliance with CDBG-CV income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC’s request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

12. **Project Savings.** The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**

13. **Expenditure of Non-CDBG-CV Funds.** The recipient must ensure that non-CDBG-CV funds are expended along with CDBG-CV funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.

14. **Method of Payment.** The Department of Commerce uses the Office of State Controller (OSC) to make CDBG-CV payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred.

15. **Fair Housing.** Recipients of CDBG-CV funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in REDD Bulletin 93-4 and by contacting the REDD CDBG Compliance staff.

16. **Equal Employment and Procurement Opportunity.** A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.

17. **Local Economic Benefit (Section 3 Regulation).** For each year that a CDBG-CV is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG-CV assisted project are identified and made available to low-income residents within the CDBG-CV assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical
targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving $200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

18. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG-CV assisted project.

19. Environmental Review. Recipients of CDBG-CV funds are required to complete the document entitled “Environmental Review Procedures for the CDBG Program.” Once the Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG-CV ERRs, if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance and the programmatic release of funds.

20. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

21. Federal Funding Accountability and Transparency Act (FATA): The Recipient must also comply with provision of FATA, which includes requirements on executive compensation, and 2 C.F.R., Part 170 Reporting Subaward and Executive Compensation Information.

22. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the “Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments” (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.

a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).

b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

23. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-CV programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-projects):
   a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
   b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
   c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
   d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

24. Architectural Barriers. Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG-CV Grant funds shall be made accessible and useable to the physically...
handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):

a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.

b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.

c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.

d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

25. **Change of Use of Real Property.** Recipient agrees not to change the use or planned use of any property acquired with CDBG-CV funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the OCR grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

26. **Obligation of Recipient with Regard to Vacant Units.** The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low- or moderate-income person by the time close-out occurs.

27. **Utility Assessments or Fees:** Assessments or fees to recover the CDBG-CV funded portion of a utility project may be charged to properties not owned and occupied by low- and moderate-income persons. Such assessments are program income and, as such must be used for eligible CDBG or CDBG-CV activities that meet a CDBG national objective.

28. **False or Misleading Information.** Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

29. **Disputes with DOC.** If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, Director, N C Department of Commerce - Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes,
protests, and/or claims arising out of or relating to the implementation of the [CDBG].” This includes actions arising out of or related to this Agreement or the Program.

30. **Disputes or Complaints by Subrecipients or Other Entities.** Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient’s dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

31. **Schedules**

(a) **Schedule for Release of Conditions and Completion Activities.** The **Recipient must satisfy all Funding Approval Conditions to release CDBG-CV funds within 3 months (March 17, 2021) from the date the Grant Agreement and Funding Approval were signed by the REDD Director.** The recipient must draw down all CDBG-CV funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities’ implementation schedule in the application as modified by the Performance Based Contract.

(b) **The Recipient must obligate all funds within 27 months (March 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director.**

(c) **All funds are to be expended within 30 months (June 17, 2023) from the date the Grant Agreement and Funding Approval are signed by REDD Director. Any remaining funds will be de-obligated.**

(d) **All closeout documents must be returned to REDD by (September 17, 2023)**

(e) **Schedule for Submission of Compliance Documents.** The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD Director:

- Environmental – 4 months (**April 17, 2021**)
- Equal Employment and Procurement Plan – 4 months (**April 17, 2021**)
- Fair Housing Plan – 4 months (**April 17, 2021**)
- Section 3 Plan – 4 months (**April 17, 2021**)
- Section 504 Plan – 4 months (**April 17, 2021**)
- Language Access Plan – 4 months (**April 17, 2021**)
- Duplication of Benefit Policy and Plan - 4 months (**April 17, 2021**)
- Request for Release of Funds – 5 months (**May 17, 2021**)

(f) **Timely Drawdown of Funds.** Recipient is expected make timely drawdowns so that funds are expended in a timely manner. Recipient shall requisition funds at least monthly following the initial draw and the programmatic release of funds.
32. Scope of Work (Attachment A): Recipient shall be responsible for administering all CDBG-CV activities in a manner satisfactory to DOC, allowable pursuant to the CDBG-CV program, and consistent with any standards as required as a condition of providing these funds. Approved program activities, as identified in Attachment A, must be directly linked to responding to, preparing for, or preventing COVID-19.

33. Progress Report. Recipient shall ensure that an annual performance report that reflects approved CDBG-CV program activity progress and CDBG-CV financial status is presented to Recipient’s elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the January 31 following the ending month of the reporting period or a date otherwise established by DOC. Reporting requirements may change periodically based on DOC’s reporting requirements to HUD.

34. Performance Measures
   The CPD Performance Measurement System is HUD’s response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

   (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

   (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: December 17, 2020

By: Iris C. Payne, CDBG Program Director, REDD
   Nash County, NC

Name of Recipient

Date: 1/4/2021

By: Signature of Authorized Official
   (Title)
Attachment A
CDBG-CV Scope of Work

A. Summary

The North Carolina Department of Commerce (DOC), Rural Economic Development Division (REDD) is the HUD designated agency to administer the State of North Carolina’s CDBG Coronavirus (CDBG-CV) Program. All approved activities must adhere to the CDBG-CV program requirements as outlined under the CARES Act. Recipients must adhere to the policies, procedures, and form documentation created by REDD.

All activities must meet the national objective of Low-to-Moderate Income (LMI) as required by the Federal Register Notice.

If technical assistance is needed, the Recipient may contact REDD regarding monitoring, compliance, or any other questions.

B. Geographical Service Area of Activity

Recipient shall serve low-to-moderate income persons as defined by HUD residing in the State of North Carolina, in the County of Nash.

C. Designated Activities

The Recipient shall only perform the following approved activities:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>ACTIVITY TYPE</th>
<th>NATIONAL OBJECTIVE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Services and Public Facility and Improvements</td>
<td>FY20 CDBG-CV Nash County</td>
<td>LMI Direct Benefit for Subsistence Payments and LMI Areawide for Public Facility Improvements</td>
<td>Nash County will provide emergency rent, mortgage, and utility assistance up to six months to low-to-moderate households; provide Wi-Fi zones to assist LMI residents; and install handwashing stations in public facilities. The county will partner with CloudWyze and Nash Edgecombe Economic Development.</td>
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NASH COUNTY FY20 CDBG-CV
SUBRECIPIENT AGREEMENT

NASH COUNTY, NC

CLOUDWYZE, INC.

GRANTEE

SUBRECIPIENT

THIS AGREEMENT (the "Agreement") is entered into as of the 7th day of March, 2022, by NASH COUNTY ("herein called the GRANTEE") and CLOUDWYZE, INC. ("herein called the SUBRECIPIENT"), a public body and a body politic of North Carolina.

I. RECITALS

WHEREAS, the GRANTEE has applied for and been awarded U.S. Department of Housing and Urban Development (HUD) Small Cities Community Development Block Grant (CDBG) funds from the North Carolina Department of Commerce (DOC) Rural Economic Development Division (REDD) (herein called "REDD") to be used primarily to benefit low- to moderate-income (LMI) persons by providing through the SUBRECIPIENT with the primary objectives to create WIFI hotspots and improve WIFI connections to Nash County residents;

WHEREAS, this Agreement will not become effective until all applicable conditions placed on the GRANTEE’s funding approval are satisfied, and the funds are released by the North Carolina Department of Commerce REDD in writing;

WHEREAS, the GRANTEE desires to make available to the SUBRECIPIENT certain funds from the CDBG program as prescribed under the Housing and Community Development Act of 1974, as amended, with said grant being made available to the GRANTEE by REDD and being designated as grant number 20-V-3526 and known as the “grant”;

WHEREAS, the GRANTEE is the fiduciary agent on this grant;

WHEREAS, the GRANTEE is the agency responsible to REDD for the State CDBG funds and reporting requirements;

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist the GRANTEE in utilizing such funds to carry out a part of the GRANTEE’s CDBG award for eligible activities as set forth in 24 CFR Part 570.201(c) and to meet the national objective for low- and moderate- income benefit activities as set forth in 24 CFR Part 570.208(a)(2)(i)(C) limited clientele activity which shall benefit 100% of LMI persons;

WHEREAS, the SUBRECIPIENT agrees to abide by each paragraph of this Agreement and its attachments and all procedures, rules and regulations imposed upon the GRANTEE by REDD in connection with it receiving the federal grant referenced above; and

WHEREAS, the SUBRECIPIENT further agrees that all activities conducted under the Agreement shall be of a type authorized by the provisions of Part 8, Article 19 of Chapter 160A of the General Statutes of North Carolina, as amended by Chapter 206 of the Session of laws of 1987.
NOW, THEREFORE, in consideration of the mutual promises herein exchanged by and between the parties, it is agreed as follows:

II. **SCOPE OF SERVICES**

A. **Time of Performance**

1. Unless amended by mutual written agreement by the SUBRECIPIENT and the GRANTEE, the SUBRECIPIENT promises to perform, or cause to be performed, the services specified in *Attachment A: Statement of Work*, which is made part of this Agreement by reference.

2. The services performed by the SUBRECIPIENT described in *Attachment A* must commence upon notice to proceed from the GRANTEE.

3. In accordance with the GRANTEE’s executed Performance Based Agreement with REDD, the services performed by the SUBRECIPIENT described in *Attachment A* must be completed by **June 17, 2023**, unless an extension of time is granted by the GRANTEE and REDD.

4. Failure to promptly provide the services specified in *Attachment A*, as determined solely by the GRANTEE, may result in the GRANTEE exercising its authority to deobligate the funds committed to the SUBRECIPIENT.

5. Agreement activities performed prior to the execution date or later than the termination date of this Agreement is not considered a part of this Agreement and are not billable.

B. **National Objectives**

1. All activities funded with CDBG funds must meet one of the CDBG program’s national objectives as defined in 24 CFR Part 570.208: 1) benefit to low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency.

2. The SUBRECIPIENT certifies that the activities carried out under this Agreement shall meet the national objective for low- and moderate-income benefit activities as set forth in 24 CFR Part 570.208(a) and public facilities and improvement and public services set forth in 24 CFR Part 570.201(e), as required by the Housing and Community Development Act of 1974.

3. The SUBRECIPIENT will use demographic and income driven information to document the national objective.

C. **Eligible Expenditure of Funds**

1. As a condition of receiving this subaward, SUBRECIPIENT shall complete the activities in a manner satisfactory to the GRANTEE and consistent with the terms of conditions of this agreement and applicable Federal, State, and local statutes and regulations.
2. The SUBRECIPIENT may only carry out the activities described in this agreement. The SUBRECIPIENT is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

3. Costs incurred must be in conformance with 2 CFR Part 200, Subpart E, some of which require REDD pre-approval.

4. In accordance REDD CDBG-CV guidelines 2 CFR Part 200.458, and 24 CFR Part 570.200(h) REDD will allow reimbursement of certain pre-award costs incurred prior to the effective date of the GRANTEE’S grant award from REDD that are essential to negotiations in anticipation of receiving the grant award, provided the following:
   a. Proper procurement was conducted in accordance with 2 CFR Part 200.
   b. Costs and activities funded are in compliance with the Environmental Review Procedures requirements stated in 24 CFR Part 58.
   c. Costs and activities funded are in compliance with the Program and Administrative requirements stated in 24 Part 570.489.
   d. Costs and activities are approved by REDD in accordance with procedures that REDD may establish.

III. SUBRECIPIENT RESPONSIBILITIES

A. Statement of Work

The SUBRECIPIENT will be responsible for implementing and administering activities in the CDBG project in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. At a minimum, the SUBRECIPIENT shall provide a “Statement of Work.” This “Statement of Work” should include a description of the products or services to be performed, where these products or services will be performed, for whom are these products or services being provided, and a budget. These items shall be in sufficient detail to provide a sound basis for the GRANTEE to effectively monitor the performance of the SUBRECIPIENT under the Agreement. The SUBRECIPIENT “Statement of Work” is attached as Attachment A: Statement of Work.

B. Subcontracting and Subawards

1. GRANTEE understands and agrees that SUBRECIPIENT may hire subcontractors to assist in the performance of this Agreement and SUBRECIPIENT agrees to notify GRANTEE before hiring.

2. No funds under this Agreement shall be disbursed by the GRANTEE to any subcontractor or agency without a written subcontract that incorporates the conditions listed herein to the extent they are applicable.

3. If the SUBRECIPIENT should choose to execute a subcontract using funds from this Agreement, the SUBRECIPIENT shall, within fifteen (15) calendar days of execution of such subcontract, provide a copy of that document to the GRANTEE.
4. In accordance with 2 CFR Part 200.330, any such subcontracts shall require the subcontractor to comply with all of the terms of this Agreement and all applicable federal, state, and local laws and regulations. All subcontracts shall be in a form and substance acceptable to the GRANTEE.

5. In accordance with Federal, State, and Local laws and regulations, HUD Notices, and program guidelines, the SUBRECIPIENT shall monitor any and all subcontractor efforts on a regular basis to assure compliance and report such information to the GRANTEE on a routine basis.

C. Supplemental Conditions

The SUBRECIPIENT shall include the GRANTEE’s Supplemental Conditions in any subcontract and lower-tiered subcontractors entered into under this Agreement. Supplemental Conditions include required terms for project contracts, CDBG Special Provisions (included as Attachment B in this Agreement), participation by minority/women-owned business, and any standard clauses for contracts identified by the GRANTEE.

IV. BUDGET

1. It is expressly understood and agreed between the SUBRECIPIENT and the GRANTEE that the total amount to be utilized by the GRANTEE for the SUBRECIPIENT under this Agreement shall not exceed the maximum sum specified in Attachment A. It is understood and agreed upon that the WIFI towers shall be paid for and deployed incrementally, as specified in Attachment A.

2. The SUBRECIPIENT shall complete all activities in this Agreement in accordance with the Budget as specified in Attachment A. Any change to the budgeted amounts must be approved in writing by the GRANTEE before such changes are allowed to be reimbursable.

3. GRANTEE may require additional budget information, and SUBRECIPIENT shall provide such supplementary budget information in a timely fashion, in the form and content prescribed by the GRANTEE.

4. In the event that the SUBRECIPIENT is awarded, granted, or provided with additional funds from any other source, SUBRECIPIENT shall notify GRANTEE of such funds, the amount, the source, and the conditions for their use. SUBRECIPIENT further agrees to provide any additional information GRANTEE requests related to such funds. SUBRECIPIENT may not use such other funds to conduct construction activities or any other action that would have an adverse environmental impact or limit the choice of reasonable alternatives until issuance of the authority to use such funds from REDD, as applicable.

5. Any costs and expenses not covered by the Budget as specified in Attachment A, and not properly payable from CDBG funds, shall be borne entirely by the SUBRECIPIENT.

6. The SUBRECIPIENT shall maintain a level of aggregate expenditures for its other projects or activities which is not less than the level of aggregate expenditures that existed prior to the execution of this Agreement. The SUBRECIPIENT shall promptly notify the GRANTEE of any matters which have a material tendency to affect compliance with this requirement.
V. PROGRAM INCOME

1. Any income earned or received by the SUBRECIPIENT as a direct result of an activity funded by this Agreement is considered Program Income (as defined at 24 CFR Part 570.500(a)).

2. Program Income shall only be expended by the SUBRECIPIENT on activities specified in Attachment A and shall be expended by the SUBRECIPIENT prior to requesting additional reimbursements or payments.

3. The SUBRECIPIENT shall report both the receipt and the expenditure of Program Income to the GRANTEE during the month following the month in which the money was received and spent.

4. At the end of the program year, the GRANTEE may require remittance of all or part of any program income balances (including investments thereof) held by the SUBRECIPIENT (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum draw down, or cash or investments held for Section 108 loan guarantee security needs).

VI. PAYMENTS

1. The use of CDBG funds is conditioned upon the SUBRECIPIENT incurring allowable costs permitted under the terms of this Agreement or as otherwise pre-approved, in writing, by the GRANTEE.

2. Payments by the GRANTEE under this Agreement are limited to reimbursement of eligible expenditures made, or eligible expenses incurred, by the SUBRECIPIENT. Advance payments are explicitly prohibited unless otherwise stated elsewhere in this Agreement.

3. All expenditures and expenses shall be incurred in accordance with the provisions of this Agreement. Payments shall be made by the GRANTEE in accordance with the provisions of this Agreement and only for activities specified in Attachment A.

4. Payments shall be made based upon the Budget included in Attachment A and shall only be made after the SUBRECIPIENT has presented documentation of expenses that meets the approval of the GRANTEE.

5. Further, the SUBRECIPIENT understands and agrees that any payment made under this Agreement by the GRANTEE is limited to funds available under the grant referenced above.

6. The GRANTEE shall make payments upon receipt of a request for check from the SUBRECIPIENT. The request shall include documentation of achievements, expenditures and expenses incurred and work undertaken by the SUBRECIPIENT, where applicable, and any other documentation that the GRANTEE, may require from the SUBRECIPIENT, with all such documentation to be in the form and substance satisfactory to the GRANTEE.

VII. FINANCIAL MANAGEMENT

The SUBRECIPIENT shall establish and maintain a financial management system that will account for all funds received under this Agreement and expenditures made in furtherance of the project activities,
and such system shall be created and maintained in accordance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and generally accepted accounting practices (GAAP) and procedures. The system shall include the following:

1. Accurate, current, and complete disclosure of the financial results of activities under this Agreement in accordance with GAAP. If the SUBRECIPIENT’s accounting records are maintained on a cash basis, the SUBRECIPIENT must develop information of accounts payable and accounts receivable through an analysis of the documents in the file, or on the basis of its best estimates.

2. Records that identify in detail the source and application of funds under this Agreement. These records shall contain information pertaining to Agreement awards and authorizations, encumbrances and unencumbered balances, assets, liabilities, outlays, and income.

3. Effective internal controls and accountability for all funds, property, and other assets attributable to the Agreement. The SUBRECIPIENT shall adequately safeguard all such assets and shall assure that they are used solely for the performance of this Agreement.

4. Comparison of actual expenditures with budgeted amounts for those expenditures and comparison of financial information with performance or productivity data, including the production of unit cost information whenever required by the GRANTEE.

5. Procedures for determining the allowability and allocability of costs.

6. A general ledger in which a summary of all accounting transactions shall be maintained. In addition, the SUBRECIPIENT shall maintain a cash receipt and disbursement register in which receipts and disbursements will be documented. Funds disbursed by the SUBRECIPIENT must be supported by appropriate, source documentation. Source documentation includes items such as payroll, time and attendance records, invoices, contracts, travel payments, information evidencing the nature and propriety of each payment, and notations showing the approval of an authorized official of the SUBRECIPIENT.

7. All financial assistance provided must be documented with SUBRECIPIENT’s official financial ledger with identified vendor listed to reflect payment for reimbursement.

8. Invoices from the SUBRECIPIENT to the GRANTEE for the program activity will be submitted in a timeframe acceptable to both parties (typically monthly) and subject to review at any time if needed by either the GRANTEE or SUBRECIPIENT.

9. On request of the GRANTEE, the SUBRECIPIENT shall provide an accounting for all funds paid to it by the GRANTEE under this Agreement.

10. The SUBRECIPIENT’s financial records shall be audited by a certified public accountant, licensed in good standing to practice in the State of North Carolina, at least annually.

11. A copy of the certified audit of the funds received by the SUBRECIPIENT under this Agreement, and an accompanying Management Letter, shall be provided to the GRANTEE for each year in which activities under this Agreement were conducted. Should there be an exception taken during any audit,
the SUBRECIPIENT shall resolve the findings and recommendations within thirty (30) days after completion of the audit.

12. The SUBRECIPIENT shall maintain such records and accounts, including property, personal and financial records so as to assure a proper accounting for all project funds, until five (5) years after expiration of the GRANTEE’s Grant Agreement with REDD (included herein as Attachment C), or for such longer period of time as determined to be appropriate by the GRANTEE. However, at any time after completion and acceptance of required audits and after the Agreement termination, the SUBRECIPIENT may turn these records over to the GRANTEE for retention.

13. The SUBRECIPIENT shall provide any information that the GRANTEE may reasonably request pertaining to the SUBRECIPIENT’s financial management under this Agreement.

VIII. PERFORMANCE MONITORING AND REPORTING

A. Monitoring

1. The GRANTEE shall monitor the performance of the SUBRECIPIENT as necessary and in accordance with 2 CFR Part 200.330 and the NC Small Cities CDBG-CV Coronavirus Program regulations to ensure SUBRECIPIENT compliance with all the requirements of this Agreement, including timeframes and performance goals associated with the activities. Substandard performance as determined by the GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the GRANTEE, the GRANTEE may impose additional conditions on the GRANTEE and its use of CDBG funds, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR Part 200.338.

2. The SUBRECIPIENT will attend monitoring visits conducted by REDD, as deemed necessary by the GRANTEE.

3. The SUBRECIPIENT will provide GRANTEE with project closeout and related documentation necessary to satisfy requirements of REDD.

4. The SUBRECIPIENT will maintain records as required for such monitoring and evaluation purposes under the CDBG program.

B. Reporting

1. The SUBRECIPIENT may be requested to submit monthly progress reports to the GRANTEE within fifteen (15) calendar days following the end of the prior month’s reporting period. Monthly reports will include, but are not limited to:

   a. Number of clients served, and their income levels as stated in the GRANTEE’s CDBG grant application to REDD.
   b. Number of, and demographic information about, all participants.
2. The SUBRECIPIENT shall, to the best of their ability, provide the GRANTEE with demographic information, including race, age, gender, ethnicity, and family status for all participants.

3. The SUBRECIPIENT will make oral presentations to the governing body of the GRANTEE and REDD, if needed.

4. The SUBRECIPIENT shall provide to the GRANTEE any other information determined by the GRANTEE to be necessary or appropriate for the proper reporting of this Agreement.

5. Delays by the SUBRECIPIENT in making any report to the GRANTEE required by this Agreement may, at the GRANTEE’s sole discretion, result in delays in payment to the SUBRECIPIENT of part or all of the SUBRECIPIENT’s requests for funds, and may be considered a breach of the terms of this Agreement. A delay in making a disbursement by the GRANTEE to the SUBRECIPIENT does not change the time requirements of the SUBRECIPIENT to submit reports to the GRANTEE.

IX. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD

The CDBG funds available to the SUBRECIPIENT through this agreement constitute a subaward of the GRANTEE’s Federal award from REDD under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the GRANTEE’s Federal award that are imposed on the SUBRECIPIENT, and the SUBRECIPIENT agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

A. General Compliance

The SUBRECIPIENT shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR Part 570, subpart K, as modified by the Federal Register notices that govern the use of CDBG funds available under this Agreement, except that:

1. The SUBRECIPIENT does not assume the GRANTEE’s environmental responsibilities described in federal regulation 570.604; and

2. The SUBRECIPIENT does not assume the GRANTEE’s responsibility for initiating the review process under the provisions of 24 CFR Part 52.

B. Recordkeeping

The SUBRECIPIENT shall establish and maintain records sufficient to enable the GRANTEE to 1) determine whether the SUBRECIPIENT has complied with this Agreement, applicable Federal statutes and regulations, and the terms and conditions of the GRANTEE’s CDBG award and 2) satisfy recordkeeping requirements applicable to the GRANTEE. The SUBRECIPIENT shall maintain all records.
required by REDD or the GRANTEE and the Federal regulations specified in 24 CFR Part 507.506 that are pertinent to the activities to be funded under this Agreement. These records shall be retained for a period of five (5) years after expiration of the GRANTEE’s Grant Agreement with REDD (included herein as Attachment C), or for such longer period of time as determined to be appropriate by the GRANTEE. Such records include, but are not limited to:

1. This Agreement and any amendments;
2. Records providing a full description of each activity undertaken;
3. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
4. Records required to determine the eligibility of activities;
5. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG funds;
6. Records documenting civil rights compliance, such as the Fair Housing and Equal Opportunity components of the CDBG program;

C. Audits and Inspections

As required by 24 CFR Part 570 and 2 CFR Part 200.331, at any time during normal business hours and as often as the GRANTEE, REDD, HUD, the U.S. Inspector General and their representatives, or the representatives of the Comptroller General of the United States may deem necessary, the SUBRECIPIENT shall make available to the GRANTEE, REDD, HUD, the U.S. Inspector General and their representatives, or representatives of the Comptroller General, for examination, all of the SUBRECIPIENT’s records with respect to matters covered by this Agreement. The GRANTEE, REDD, HUD, the U.S. Inspector General and their representatives, or representatives of the Comptroller General shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials payable, records or personnel, and other data relative to all matters covered by this Agreement. In addition, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current policy concerning subrecipient audits and 2 CFR Part 200 subpart F.

D. Procurement and Contractor Oversight

1. The SUBRECIPIENT shall comply with GRANTEE policy concerning the purchase of equipment, materials, property, goods, and services in accordance with 2 CFR Part 200, and all state and local procurement standards, such as NCGS 143-128, as applicable.
2. The SUBRECIPIENT shall impose the SUBRECIPIENT’s obligations under this Agreement on its contractors, so that such obligations will be binding upon each of its contractors.

3. The SUBRECIPIENT shall include GRANTEE’s CDBG Special Provisions in any contract or subcontract entered into under this Agreement.

4. The SUBRECIPIENT shall maintain all records required by 2 CFR 200.33, 24 CFR Part 570.506, the applicable HUD Notices, NCGS 132, and any others required by REDD.

5. The SUBRECIPIENT shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

6. The SUBRECIPIENT must comply with CDBG regulations regarding debarred or suspended entities at 2 CFR Part 200 and 24 CFR Part 570. CDBG funds may not be provided to excluded or disqualified persons.

7. Officials and employees of the SUBRECIPIENT shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. The SUBRECIPIENT further agrees that all procurement transactions that the SUBRECIPIENT may enter into as a result of this Agreement shall be conducted in a manner so as to provide maximum open and free competition and in accordance with the provisions of all applicable Uniform Administrative Requirements as described in 2 CFR Part 200.

8. The SUBRECIPIENT will maintain an administration system that ensures that contractors perform in accordance with the terms, conditions and specifications of their contracts or purchase orders as described at 2 CFR Part 200.

E. Insurance & Bonding

In accordance with 2 CFR Parts 200.310 and 200.325, the SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a fidelity bond covering all employees in an amount equal to cash advances from the GRANTEE.

F. Grantee Recognition

1. Unless otherwise directed by the GRANTEE, the SUBRECIPIENT shall ensure recognition of the role of the GRANTEE in providing CDBG funding, services, and efforts through this Agreement. Unless otherwise directed by the GRANTEE, all activities, facilities, and items utilized shall be prominently labeled as to the role of the GRANTEE and REDD. In addition, the SUBRECIPIENT shall include a reference to the support provided herein in all publications made possible with CDBG funds made under this Agreement. GRANTEE reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited to the size and content, waiver, removal or addition of such recognition.
2. All reports, maps and other documents completed as a product of this Agreement, other than
documents used in the administration of the Agreement such as reports to the GRANTEE,
shall have placed thereon by the SUBRECIPIENT the following statement:

[NOTE: “The preparation of this document was financed in part through funds from the County of
Nash’s Community Development Block Grant – FY2020 CDBG-CV Project, (grant number 20-V-
3526), awarded to the County of Nash by the North Carolina Department of Commerce Rural
Economic Development Division (REDD) under provisions of Title I of the Housing and
Community Development Act of 1974, as amended.”]

G. Client Data and Other Sensitive Information

1. The SUBRECIPIENT is required to maintain data demonstrating client eligibility for activities
provided under this Agreement. Such data may include, but not be limited to, client name,
address, income level or other basis for determining eligibility, and description of activities
provided. Such information shall be made available to the GRANTEE monitors or their
designees for review upon request.

2. In accordance with 2 CFR Parts 200.82 and 200.303
, 24 CFR Part 570.508, and NCGS 32-
1.2, 108A, 7B, and 132, the SUBRECIPIENT must take reasonable measures to safeguard
protected personally identifiable information and other information that REDD or the
GRANTEE designate as sensitive, or the SUBRECIPIENT considers as sensitive, consistent
with applicable federal, state, local, and tribal laws regarding privacy and obligations to
confidentiality.

H. Close-Out

The SUBRECIPIENT’s obligation to the GRANTEE shall not end until all closeout requirements are
completed. Activities during this closeout period shall include, but not be limited to making final payments,
disposing of program assets (including the return of all unused materials, equipment, unspent cash
advances, program income balances, and accounts receivable to the GRANTEE), and determining
custodianship records.

I. Use of Grant Funds to Make Loans

Grant funds under this Agreement shall not be used to make loans unless approved by the GRANTEE.

J. Assignment

The SUBRECIPIENT shall not use this Agreement or its anticipated proceeds to borrow money. The
SUBRECIPIENT shall not assign any interest in this Agreement.

K. Hold Harmless

1. The SUBRECIPIENT shall hold harmless and indemnify the GRANTEE, to the extent allowed
by law and covered by applicable insurance, from any and all claims, actions, suits, charges
and judgments whatsoever that arise out of the SUBRECIPIENT’s performance or
nonperformance of the services or subject matter called for in this Agreement.
2. The SUBRECIPIENT is an independent contractor with respect to the services to be performed under this Agreement. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the GRANTEE, nor shall any such person be entitled to any benefits available or granted to employees of the GRANTEE. The GRANTEE shall not be obligated to pay the SUBRECIPIENT any payments, fees, expenses, or compensation other than the Agreement amount.

3. To the extent permitted by law, SUBRECIPIENT shall be solely responsible for any litigation arising from any Claims made by third parties relating to SUBRECIPIENT's, its employees, subcontractors and officers' acts or omissions in performing the services under this Agreement. However, under no circumstance shall the SUBRECIPIENT be required to provide legal representation for the GRANTEE (see NCGS. 153A-97). If an action is brought in the name of the GRANTEE, the SUBRECIPIENT shall cooperate in allowing the dismissal of the GRANTEE. Such cooperation shall not waive any rights of the SUBRECIPIENT to assert immunities or other defenses it may have against the parties who allege injury as a result of the SUBRECIPIENT’s act or omission. "Claims" means complaints, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, and expenses.

L. Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with 2 CFR Part 200, 24 CFR Part 570 Subpart J, and 24 CFR 570.489, as applicable, which include but are not limited to the following:

1. The SUBRECIPIENT shall transfer to the GRANTEE any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds under this Agreement at the time of expiration, cancellation, or termination.

2. Any real property under the SUBRECIPIENT’s control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the SUBRECIPIENT in the form of a loan) in excess of $25,000 shall be used to meet one of the national objectives in 24 CFR Part 570.208 (formerly Part 570.901) until five (5) years after expiration of the GRANTEE’s Grant Agreement with REDD (included herein as Attachment C), or for such longer period of time as determined to be appropriate by the GRANTEE; or

3. Per 24 CFR Part 570.503 (b)(7)(i), if the SUBRECIPIENT fails to use CDBG-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, the SUBRECIPIENT shall pay the GRANTEE an amount equal to the current market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment is Program Income to the GRANTEE. (No payment is required after the period of time specified in (b) (7) (i) of section 570.504.)

4. In all cases in which equipment acquired, in whole or part, with funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Per 2 CFR Part 200.313,
equipment not needed by the SUBRECIPIENT for activities under this Agreement shall be a) transferred to the GRANTEE for the CDBG program or b) retained after compensating the GRANTEE in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

5. The SUBRECIPIENT shall repay to the GRANTEE the full amount of any funds lost, misapplied, unaccounted for or inadequately accounted for, in violation of this Agreement, within thirty (30) days of notification of the debt.

M. Nondiscrimination

1. Affordability Provision. For activities benefitting low- and moderate- income (LMI) persons, the SUBRECIPIENT must adopt and make public the GRANTEE’s standards for determining that for rental housing assisted under the CDBG program, the rents of units occupied by LMI persons are “affordable” per 24 CFR Part 570.208(a)(3).

2. The SUBRECIPIENT agrees to comply with: NCGS 143-422.1-422.3 (Equal Employment Practices); NCGS 41A-1-10 (State Fair Housing Act); Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990, as amended; The Age Discrimination Act of 1975; and Executive Order 11063 and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

3. The SUBRECIPIENT shall comply with the laws, regulations, and executive orders referenced in 24 CFR 570.607, as amended by Executive Order 13279, regarding employment and contracting to the extent they are applicable.

4. 24 CFR Part 6. The SUBRECIPIENT will comply with 24 CFR part 6, which implements the provisions of Section 109 of Title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The SUBRECIPIENT will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG funds. Thus, the SUBRECIPIENT shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

5. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT shall ensure that its activities are consistent with requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, to ensure federally-funded buildings and other...
facilities are to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT shall ensure that its activities are consistent with requirements of the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA), as amended, which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The “American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped” (#A-117.1-R 1971) for building design, construction or alteration should also be incorporated, as applicable.

6. **Title VI of the Civil Rights Act of 1964 (24 CFR Part 1)**. The SUBRECIPIENT shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and 24 CFR 570.601-602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement. As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the SUBRECIPIENT assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to 24 CFR Part 1. Accordingly, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease, prohibiting discrimination, and take measures as necessary to enforce such covenant.

7. **Affirmative Action**

   a. The SUBRECIPIENT shall comply with the non-discrimination requirements as required by U.S. Executive Order 11246, as amended by as amended by E.O. 12086, E.O. 11375, and regulations in 41 CFR 60, which applied to all federally assisted construction contracts and subcontracts. Excerpts of E.O. 11246 are included in *Attachment B - CDBG Special Provisions*, for reference.

   b. The SUBRECIPIENT agrees to comply with NCGS 143-48, NCGS 143-128, NCGS 143-64.31, as applicable, and use good faith efforts to afford small businesses, women- and minority-owned businesses (W/MBE), historically underutilized businesses (HUB), disadvantaged enterprises (DBE), and minority-owned, businesses, and lower income persons (CDBG Section 3) of the project area (defined as the County in which the project takes place) are utilized whenever possible as sources of contracting supplies, equipment, construction, and services. As used in this Agreement, “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women.

   c. The SUBRECIPIENT will in all solicitations or advertisements for employees or contracting placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
d. The SUBRECIPIENT is prohibited from using funds provided by this Agreement or personnel employed in the administration of this program for: political activities; inherently religious activities; lobbying; political patronage and nepotism activities.

N. Labor

1. Labor Standards and Related Acts. The SUBRECIPIENT agrees to comply with the labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended; requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 3141, et seq.); 29 CFR Parts 1, 3, 5, 6, and 7; the provision of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) & 29 CFR Part 5; the Copeland “Anti-Kickback” Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR Parts 3 and 5; and all other applicable Federal, state, local laws and regulations pertaining to labor standards insofar as they apply to the performance of this contract. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the GRANTEE for review upon request.

2. Section 3. The SUBRECIPIENT agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C 1701u), as amended, and implementing regulations at 24 CFR Part 135 that sets guidelines for training and employment of lower-income residents of project areas and for awarding of contracts within the project area. The required “Section 3 Clause” at 24 CFR Part 135.38 is included in Attachment B - CDBG Special Provisions, and shall be included in all contracts, subcontracts, and any lower-tiered subcontracts entered into under this Agreement.

O. Conduct

1. Hatch Act. The SUBRECIPIENT shall comply with the Hatch Act (5 U.S.C. 1501 – 1508), and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C. The SUBRECIPIENT shall not permit any of the funds, materials, property or services provided under this Agreement to be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the State of North Carolina, Nash County, or CloudWyze, Inc.

2. Conflict of Interest. The SUBRECIPIENT shall comply with the conflict-of-interest provisions of the federal regulations as published at 2 CFR Part 200.112 and 24 CFR 570.611, which include, but are not limited to the following:

a. No employee, officer, or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of a contract supported by federal funds of a conflict of interest, real or apparent, would be involved.

b. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a
financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or whose with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this provision, a ‘covered’ person includes any person who is an employee, agency, consultant, officer, or elected or appointed official of the GRANTEE, the SUBRECIPIENT, or any designated public agency.

c. The SUBRECIPIENT shall permit no officer or employee of the SUBRECIPIENT, no member of the GRANTEE’s governing body, and no other public official of any governing body to exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project to (1) participate in any discussion relating to this Agreement if it affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested; or (2) have any interest, direct or indirect, in this Agreement or the proceeds thereof.

d. The SUBRECIPIENT shall permit no members of or delegates to the Congress of the United States to be admitted to any share or part thereof or to any benefit to arise here from. The SUBRECIPIENT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The SUBRECIPIENT further covenants that no person having any such interest shall be employed in the performance of this Agreement. The SUBRECIPIENT shall make no loans to its directors or officers.

3. Lobbying. The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

c. It shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

P. Religious Activities.

The SUBRECIPIENT agrees and understands that no CDBG funds provided under this Agreement shall be utilized for inherently religious activities, to promote any religious interests, or for the benefit of a religious organization in accordance with 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Q. Environmental Conditions.

1. Prohibition on Choice Limiting Activities Prior to Environmental Review. The SUBRECIPIENT must comply with the limitations in 24 CFR 58.22 even though the SUBRECIPIENT is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the GRANTEE’s responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. This means that neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance on an activity until HUD or REDD has approved the GRANTEE’S Request for Release of Funds (RROF) and the related environmental certification from the responsible entity. In addition, until the RROF and the related certification have been approved, neither a recipient nor any participant in the development process (i.e., GRANTEE, SUBRECIPIENT, and any subcontractors and interested parties) may commit non-HUD funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

2. Environmental Protection. The SUBRECIPIENT shall comply with the National Environmental Policy Act (40 CFR Parts 1500-1508) and HUD regulations at 24 CFR Part 58, following requirements insofar as they apply to the performance of this Agreement:

   a. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93);
   b. Air Quality standards in EPA regulations at 40 CFR Part 50;
   c. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
e. The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536);
f. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7(b) and (c) (16 U.S.C. 1278(b) and (c));
g. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202) and USDA regulations at 7 CFR Part 658;
h. The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.), as amended, particularly section 307(c) and (d) (16 U.S.C. 1456(c) and (d));
i. HUD criteria and standards at 24 CFR Part 51 and any related state and local laws and ordinances, regarding noise abatement and control, siting of HUD-assisted projects near hazardous operations, and siting of HUD-assisted projects in proximity to runway clear zones and airports, as applicable;
l. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted in HUD regulations at 24 CFR Part 55; and
m. All other applicable Environmental Laws that may exist now or in the future. For the purposes of this section, “Environmental Laws”: means any federal, state, or local law (including but not limited to statues, rules, regulations, ordinances, directives, guidance documents or judicial or administrative interpretation thereof, or any judicial or administrative order, ruling, or other such written requirement). Environmental Laws include, without limitation, any action which causes a review or reassessment of the GRANTEE’s CDBG Program.

3. **Flood Disaster Protection.** For activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, as a condition of CDBG financial assistance for acquisition, construction purposes, the SUBRECIPIENT shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), as amended by the National Flood Insurance Reform Act of 1994 (42 USC 4012a). Additionally, the SUBRECIPIENT shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG program.
4. Asbestos-Containing Material and Lead-Based Paint. The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with CDBG-assistance provided under this Agreement shall be subject to HUD and EPA regulations related to asbestos-containing material and lead-based paint, included but not limited to, the National Emission Standard for Asbestos (40 CFR Part 61.145); the National Emission Standard for Asbestos (40 CFR Part 61.150); 24 CFR Part 35 Subparts B, H, and J; The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846; Public Law 91-695); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R; Lead-Based Regulations at 24 CFR 570.608; and NCGS Chapter 130A, Article 19A (Lead-Based Paint Hazard Management Program). Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint (LBP). Such notifications shall explain the hazards of LBP, the symptoms, treatment, and precautions that should be taken when dealing with LBP poisoning and the advisability and availability of blood level screening for children under the age of seven. The notice should also point out if LBP is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

5. Historic Preservation. The SUBRECIPIENT shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

6. Implementation of Mitigation Measures. The SUBRECIPIENT agrees to comply with and timely implement any and all mitigation measure and other requirements set forth in any environmental reviews, performed or to be performed in connection with, or any similar documents, issued or to be in connection with, the GRANTEE’s CDBG program as may be applicable to this Agreement. It is the SUBRECIPIENT’s responsibility to ensure that it has complete copies of all such documentation, to be made available to the GRANTEE for record retention.

X. AMENDMENT AND TERMINATION

A. Amendments

1. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved by the GRANTEE’s governing body, and are signed in writing by a duly authorized representative of the GRANTEE and the SUBRECIPIENT. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.
2. The GRANTEE may, in its discretion, amend this agreement to conform with Federal, State, or Local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

B. Suspension or Termination

1. The GRANTEE may suspend or terminate this Agreement, in whole or in part, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or any rules, regulations, or provisions referred to herein; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE’s contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said contract funds until such time as the SUBRECIPIENT is found to be in compliance by the GRANTEE, or is otherwise adjudicated to be in compliance. Failure to comply with any terms of this agreement, include (but are not limited to) the following:

   a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
   b. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this agreement;
   c. Ineffective or improper use of funds provided under this agreement; or
   d. Submission by the SUBRECIPIENT to the GRANTEE reports that are incorrect or incomplete in any material respect.

2. This Agreement may be terminated (per 2 CFR Part 200.339) in whole or part, by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of partial termination the GRANTEE determines that the remaining portion of the CDBG award will not accomplish the purpose for which the award was made, GRANTEE may terminate the award in its entirety.

3. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least (30) days before the effective date of such termination. Partial termination of the Statement of Work may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for the convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

C. Mediation and Litigation
In the event any dispute shall arise between the GRANTEE and the SUBRECIPIENT in connection with the terms of the Agreement or the services provided by the SUBRECIPIENT, the GRANTEE and SUBRECIPIENT agree to submit such dispute to mediation, each party to bear their own costs. In the event of litigation between the GRANTEE and the SUBRECIPIENT arising under, related to, or in connection with the Agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and costs from the non-prevailing party.

XI.  **RECORDS TO BE MAINTAINED**

The SUBRECIPIENT shall maintain all records required by REDD or the GRANTEE and the Federal regulations specified in 24 CFR 507.506 that are pertinent to the activities to be funded under this Agreement. These records shall be retained for a period of five (5) years after expiration of the GRANTEE’s Grant Agreement with REDD (*included herein as Attachment C*), or for such longer period of time as determined to be appropriate by the GRANTEE.

XII.  **SOLE AGREEMENT**

This document contains the entire Agreement between the GRANTEE and the SUBRECIPIENT (the Parties) with respect to the subject matter of this Agreement. No statements, promises or inducements made by either Party, or any representative of either Party, with respect to the subject matter of this Agreement, that is not contained in this document and its attachments, shall be valid and/or binding. This Agreement may not be enlarged, modified, or altered except by written amendment signed by all Parties.

XIII.  **NOTICES**

Unless otherwise required under this Agreement, notices permitted or required to be given will be deemed sufficient if given by e-mail, fax, mail, or courier service, addressed to the individual specified below, or to such other individuals as the respective parties may designate by notice from time to time. Notices so given shall be effective upon receipt by the party to whom the notice is given.

**For the GRANTEE:**
Stacie Shatzer  
County Manager  
Nash County  
120 W. Washington St.  
Nashville, NC 27856

Tel: 252-459-9800  
E-mail: stacie.shatzer@nashcountync.gov

**With Copy to:**  
Vince Durham, County Attorney

**For the SUBRECIPIENT:**
Shaun Olsen  
President / CEO  
CloudWyze, Inc.  
720 N. 3rd St.  
Suite 402  
Wilmington, NC 28401

Tel: 910-338-5000  
E-mail: olsen@cloudwyze.com
XIV. **ADDITIONAL TERMS & CONDITIONS**

This Agreement, together with the Attachments listed below, constitutes the entire Agreement between the GRANTEE and the SUBRECIPIENT, and is subject to and incorporates the provisions above and those attached hereto as:

- Attachment A - Statement of Work
- Attachment B - CDBG Special Provisions
- Attachment C - CDBG Grant Agreement
- Attachment D - Other, etc.

XV. **WARRANTY OF AUTHORITY**

Each individual signing below warrants that he or she has the power and authority to sign on behalf of the entity listed above their signature, that such signature alone is binding on such entity, and that the governing body of such entity has duly authorized the execution of this Agreement.
IN WITNESS WHEREOF, the undersigned duly authorized officials have executed this Agreement as of the date first written above.

**GRANTEE**
Nash County

By: ________________________________
Name: Stacie Shatzer
Title: County Manager
Date: ________________________________

**ATTEST:**

By: ________________________________
Name: Janice Evans
Title: Clerk to the Board
Date: ________________________________

(SEAL)

**SUBRECIPIENT**
CloudWyze, Inc.

By: ________________________________
Name: Shaun Olsen
Title: President / CEO
Date: ________________________________

**ATTEST:**

By: ________________________________
Name: Nicco Leone
Title: Chief Financial Officer
Date: ________________________________

(SEAL)
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____________________________________
___________, Nash County Attorney

PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. This the ________________, 2022.

_____________________________________
Donna Wood, Finance Director
ATTACHMENT A

STATEMENT OF WORK

As SUBRECIPIENT of the NASH COUNTY CDBG-CORONAVIRUS (CDBG-CV) grant, the CloudWyze, Inc. will accomplish the following tasks:

I. PROJECT DESCRIPTION

The Nash County FY2020 CDBG-CORONAVIRUS program will assist any verified low- and moderate-income residents throughout Nash County by improving WIFI connections and access to the internet, which meets two of the three CDBG national objectives: 1) Benefiting low- and moderate-income (LMI) residents and; 2) Meeting other community development needs that are deemed to be urgent because of existing conditions pose a serious and immediate threat to the health and welfare of the community, and other financial resources are not available to meet the need. The project objective is to utilize CDBG-CV funds to improve WIFI connection by creating new public WIFI hotspots within Nash County, the initial WIFI hotspots will be at

Castalia Community Park, 9656 Main Street, Castalia NC 27816
Whitakers Town Hall, 302 NW Railroad Street, Whitakers, NC 27891
J.W. Glover Park, 174 J.W. Glover Memorial, Nashville, NC 27856

as set forth in this Statement of Work.

II. PERFORMANCE REQUIREMENTS

CloudWyze, Inc. will:

1. Provide equipment and installation of WIFI hotspots to provide WIFI services to residents of the Nash County, including low- and moderate-income (LMI) households.
2. Operate, maintain and provide continuous, uninterrupted internet service to the WIFI hotspots for the duration of the grant.
3. Provide necessary repairs and/or replacement of the WIFI hotspots in the event of service interruption within a reasonable timeframe for the duration of the grant.
4. Submit Monthly/Quarterly reports of performance measures to the GRANTEE
5. Submit monthly invoices to the GRANTEE
6. Ensure contract documents have all necessary provisions required by the NC department of Commerce (DOC), Rural Economic Development Division (REDD) and that the provisions are adhered to by all parties of the project;
7. Maintain adherence to the federal and state provisions including herein.

III. PROJECT BUDGET
Nash County (GRANTEE) was awarded $900,000 in CDBG funds and wishes to engage CloudWyze, Inc. (SUBRECIPIENT) to assist in utilizing $91,382 in funds to carry out a part of the CDBG award for eligible activities under “Public Services” (as stated in the Grantee’s Grant Application to NC Department of Commerce Rural Economic Development Division – REDD), and to meet the national objective to benefit low- and moderate- income persons and urgent need (24 CFR Part 570.208(a)). The intended budget for the three (3) initial WIFI hotspots is depicted below, as part of a preliminary cost estimate during the funding application process. It is understood and agreed that budgeted line items are subject to change and contingent upon 1) CDBG eligibility and approval determined by REDD, 2) actual costs for goods and services, and 3) availability and conditions of non-CDBG funds contributing to the project.

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>REVISED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>e. Public Facilities</td>
<td></td>
</tr>
<tr>
<td>Equipment and Installation (for three initial sites)</td>
<td>$79,502</td>
</tr>
<tr>
<td>Maintenance</td>
<td>$6,600</td>
</tr>
<tr>
<td>Internet Connection</td>
<td>$5,280</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td><strong>$91,382</strong></td>
</tr>
</tbody>
</table>

Budget costs are based on a fee estimate provided by the SUBRECIPIENT dated 2/22/2022 for the initial three (3) sites. The SUBRECIPIENT will submit monthly invoices, with the costs of the deployment in the first month. The costs for service and maintenance shall be provided for a period of 18 months after equipment installation is complete and WIFI service is active until **June 17, 2023**.
ATTACHMENT B

CDBG SPECIAL PROVISIONS

INTRODUCTION

This project is financed in whole or in part with funds from the Small Cities Community Development Block Grant (CDBG) funds through the NC Department of Commerce, Rural Economic Development Division CDBG-NC CORONAVIRUS program. The Nash County Finance Department administers local CDBG programs. As a result of using CDBG funds on this project, Contractors (and subcontractors) must adhere to all of the following conditions in order to enter into a contract using CDBG funds.

SEC. 1. APPLICATION TO SUBCONTRACTORS. No funds under this contract shall be disbursed by the Contractor to any subcontractor or agency without a written contract that incorporates the conditions listed below to the extent they are applicable.

SEC. 2. DEFINITIONS. As used in this contract:

A. "REDD" means the NC Department of Commerce, Rural Economic Development Division, or a person authorized to act in its behalf.

B. "TOWN/CITY/COUNTY" and "GRANTEE" mean the NAME OF UNIT OF LOCAL GOVERNMENT or any department or person authorized to act in its behalf.

C. "Act" means Title I of the Housing and Community Development Act of 1974, as amended, unless otherwise specified.

D. “Contractor” means a Subrecipient, Contractor, Subcontractor, and lower-tier subcontractor.

SEC. 3. SEGREGATION AND PAYMENT OF COSTS. Contractor must segregate the obligations and expenditures related to funding under CDBG. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of CDBG funds shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for CDBG projects. Where CDBG funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of CDBG and OMB Guidance. Invoices must clearly indicate the portion of the requested payment that is for work funded by CDBG.

SEC. 4. CONFLICT OF INTEREST (2 CFR PART §200.318 GENERAL PROCUREMENT STANDARDS): Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the

Item 15.
program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

SEC. 5. DISCRIMINATION. Contractors shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) which provides that no person shall, on the ground of race, color, or national origin, be excluded from employment or participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

B. Nondiscrimination Clause- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and regulations at 24 CFR 570.602 which provide that no person shall on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be denied employment in, or be subjected to discrimination under any CDBG/HOME program or activity.

C. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794) which provides that no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefits of, be denied employment in, or be discriminated against under any program or activity receiving federal assistance.

D. Age discrimination Act of 1975, as amended (42 U.S.C. 6101) which provides that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

E. Executive Order 11246, as amended by E.O. 12086, E.O. 11375, and regulations in 41 CFR 60, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally-assisted construction contracts and subcontracts. Contractors and Subcontractors shall take affirmative action to ensure fair treatment in employment, including recruitment, training, promotion, demotion, transfer, layoff, termination, and pay. Included is Part II, Sec. 202, “During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay of other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants...
for employment, notices to be provided by the contracting officer setting forth the provisions in this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor’s legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advertising the labor union or worker’s representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, and orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of
September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

F. **Section 3 Clause.** Projects involving construction where federal funding exceeds $200,000 and any contract or subcontract exceeds $100,000, the Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u), and regulations at 24 CFR Part 135. All Section 3 Covered contracts shall include the following clause (referred to as the Section 3 clause):

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the Contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR part 135.

6. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

The Contractor will include this Section 3 clause in every subcontract for work in connection with the project. The Contractor will not subcontract with any Subcontractor where it has notice that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

SEC. 6. COPELAND "ANTI-KICK BACK ACT" (18 U.S.C. 876) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that the Contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR, Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

SEC. 7. DAVIS-BACON ACT PROVISIONS, (40 U.S.C. 3141-3148) as amended. When required by Federal program legislation, all construction contracts, in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors and Subcontractors must be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors and Subcontractors shall be required to pay wages not less often than once a week. A copy of the current prevailing wage determination issued by the Department of Labor must be placed in each solicitation. Specific contract requirements concerning this provision are included in the Federal Labor Standards Provisions-HUD Form 4010.
Contracts awarded in excess of $100,000 which involve the employment of mechanics or laborers shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Under 40 U.S.C. 3702 of the Act, the Contractor and any of his Subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of standard work week of forty hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Specific contract requirements concerning this provision are included in the Federal Labor Standards Provisions-HUD Form 4010.

SEC. 9. ACCESS TO RECORDS AND RECORDS RETAINAGE.

A. Records to be Kept. Records shall be maintained in accordance with requirements prescribed by REDD or the GRANTEE with respect to all matters covered by this contract. Except as otherwise authorized by REDD, such records shall be maintained for a period of five (5) years after expiration of the GRANTEE’s Grant Agreement with REDD, or for such longer period of time as determined to be appropriate by the GRANTEE.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents. All documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Inspection of Records. The Contractor shall make available for examination all of its records with respect to all matters covered by this contract to the U.S. Comptroller General, The U.S. Department of Housing and Urban Development, the U.S. Inspector General and their representatives, REDD, and the GRANTEE. The Contractor will also permit any or all of these aforementioned entities to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this contract.

SEC. 10. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.

4. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from $10,000 up to $100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

SEC. 11. CLEAN WATER, CLEAN AIR, E.O. 11738 AND EPA REGULATIONS PROVISION

COMPLIANCE WITH AIR AND WATER ACTS. Contracts and subcontracts of amounts in excess of $150,000 are subject to the requirements of the Clean Air Act, as amended, (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251-1387 and the regulations of the Environmental Protection Agency (EPA) with respect thereto, as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the EPA. The Contractor and any of its Subcontractors for work funded under this Agreement which is in excess of $150,000, agree to the following requirements:

A. A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the EPA.
B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 7401-7671q) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1254) relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued there under.

C. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c) (1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

SEC. 12. LEAD BASED PAINT. The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 U.S.C. 4831(b)] and regulations in 24 CFR Part 570.608 and 24 CFR 35, as amended.

SEC. 13. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees and assures that it, its Subcontractors and third-party Contractors will review the “Excluded Parties Listing System” at sam.gov before entering into any contract. The GRANTEE will be reviewing all third-party Contractors under the Excluded Parties Listing System at sam.gov before entering into any contracts.

SEC. 14. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
SEC. 15. **BREACH OF CONTRACT OR DEFAULT.** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the GRANTEE may terminate this contract for default. The GRANTEE shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the GRANTEE may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the GRANTEE resulting from the Contractor’s refusal or failure to complete the work within specified time, whether or not the Contractor’s right to proceed with the work is terminated. This liability includes any increased costs incurred by the GRANTEE in completing the work. The Contractor’s right to proceed shall not be terminated nor will the Contractor be charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Contractor, within [10] days from the beginning of any delay, notifies the Owner in writing of the causes of delay. If in the judgment of the Owner, the delay is excusable, the time for completing the work shall be extended. The judgment of the Owner shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor’s right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the GRANTEE.

The GRANTEE in its sole discretion may, in the case of breach of contract, allow the Contractor a specified period of time in which to correct the defect. In such case, the notice of termination will state the time period in which the correction is permitted and other appropriate conditions.

If Contractor fails to remedy to the project’s satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within twenty (20) days after written notice from the project setting forth the nature of said breach or default, the GRANTEE shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the GRANTEE from also pursuing all available remedies against Contractor and its sureties for said breach or default.

SEC. 16. **LEGAL REMEDIES & RESOLUTION OF DISPUTES** as stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. All contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. Contractors are referred to general conditions included in contracts for detailed provisions.
A. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the project. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the project. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the project shall be binding upon the Contractor and the Contractor shall abide by the decision.

B. **Performance During Dispute** - Unless otherwise directed by project, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

C. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the GRANTEE and the Contractor arising out of or relating to this agreement or its breach may be resolved by mediation if the parties mutually agree, or in a court of competent jurisdiction.

E. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the GRANTEE or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**SEC. 17. TERMINATION PROVISION** as stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. All contracts in excess of $10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Contractor. Contractors are referred to general conditions included in contracts for detailed provisions.

1. If federal funding for this project is terminated and no other funding is available for continuation of this project, the GRANTEE will not be obligated to continue funding for the services contained in this contract and may terminate the contract.

2. In the event of termination, all property and finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by or purchased with CDBG/HOME funds by the Contractor under this contract shall, at the option of the GRANTEE,
become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
ATTACHMENT C

CDBG GRANT AGREEMENT

As SUBRECIPIENT of the Nash County CDBG-CORONAVIRUS grant, CloudWyze, Inc. will collaborate with Nash County and conduct the project in the same manner and extent to which Nash County is bound by the Grant Agreement and Funding Approval with the North Carolina Department of Commerce (DOC) Rural Economic Development Division (REDD) for Nash County FY2021 CDBG-CORONAVIRUS, grant number 20-V-3526.

The Grant Agreement and Funding Approval is included herein as the Grant Agreement identified as Attachment C.
ATTACHMENT D

OTHER DOCUMENT AS NEEDED
Item: Down East HOME Consortium - Program Management and Technical Housing Services Agreement

Initiated By: Patsy McGhee, Assistant to the County Manager

Action Proposed: Approve Agreement and Project Budget Ordinance

Description:

On 10/4/2021 Nash County entered into an Agreement with the Down East HOME Consortium (DEHC) regarding a plan for the utilization of funds. The Agreement was amended 11/15/2021 when Sharpsburg decided to administer its funds.

The City of Rocky Mount remains the lead agency (per the US Department of Housing and Urban Development) of the DEHC. Although Nash County is no longer a member of the DEHC, there are remaining funds allocated for previous years that need to be used in Nash County. Nash County will administer its part of the DEHC program with assistance from a qualified consultant. This will include rehabilitation of owner-occupied, low-to-moderate income single-family housing in Nash County, with priority given to households located in the jurisdictions of current/then members of the DEHC in Nash County (Bailey, Dortches, Middlesex, Nashville, Sharpsburg, Spring Hope, Whitakers, and Nash County outside Rocky Mount), particularly those with remaining unspent allocations. It will also include administration of current year funds for 3 municipalities located wholly/partly in Nash County (Middlesex, Spring Hope, and Whitakers). The City of Rocky Mount will continue to administer funds for housing projects within its jurisdiction – and Edgecombe County, Tarboro, and Sharpsburg will administer funds for housing projects within their jurisdictions.

Nash County received applications for the DEHC program from 11/1/2021 to 12/31/2021. We issued a Request for Qualifications (RFQ) for a qualified Program Manager on 1/20/22. We emailed/mailed the RFQ to 267 firms (many Historically Underutilized Businesses). We received 3 responses 2/10/2022. The Housing Committee reviewed the responses and unanimously recommended on 2/15/2022 that we negotiate with McDavid Associates, Inc., resulting in the attached Agreement, which has been reviewed by the County Attorney.

The project budget is $1,047,858 (reconciliation funds) and $15,095 (FY 2021-2022 allocations), for a total of $1,062,953. Program Management Services would not exceed $85,000 (environmental reviews & program management) and $142,500 (housing management services), for a total of $227,500.

Recommendation: Approve Agreement and Project Budget Ordinance.

NASH COUNTY
NC OFFICE OF BUDGET AND MANAGEMENT GRANTS FUND
GRANT PROJECT ORDINANCE

Be it ordained by the Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The ordinance authorized is the Down East HOME Consortium Housing Rehabilitation Program, pursuant to an Agreement dated October 4, 2021 between Nash County and the City of Rocky Mount, and a First Amendment dated November 15, 2021.

Section 2. The officers of this unit are hereby directed to proceed with the administration of the grant funds within the terms of the grant agreements and all rules and regulations within North Carolina General Statutes as it pertains to grant projects and the budget contained herein.

Section 3. The following grant has been awarded:

<table>
<thead>
<tr>
<th>Grant ID</th>
<th>Grantee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>135-0223-472500</td>
<td>City of Rocky Mount</td>
<td>$1,062,953</td>
</tr>
</tbody>
</table>

Section 4. The following expenditures are projected:

<table>
<thead>
<tr>
<th>Grant ID</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>135-4125-519903</td>
<td>Administration</td>
<td>$106,208</td>
</tr>
<tr>
<td>135-4125-535904</td>
<td>Housing Rehabilitation</td>
<td>$956,745</td>
</tr>
<tr>
<td></td>
<td>Total Expenditures</td>
<td>$1,062,953</td>
</tr>
</tbody>
</table>

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 6: The Finance Officer shall report annually on the financial status of each project element in Section 4.

Section 7: Copies of the Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in managing these grant funds.

Section 8: This grant project ordinance expires on June 30, 2023, or when all the Grant funds have been obligated and expended by the County, whichever occurs sooner.

Adopted this 7th day of March, 2022.

Robbie B. Davis, Chairman

ATTEST:
AGREEMENT FOR
DOWN EAST HOME CONSORTIUM HOUSING REHABILITATION PROGRAM
PROGRAM MANAGEMENT AND TECHNICAL HOUSING SERVICES
BETWEEN
NASH COUNTY
AND
McDAVID ASSOCIATES, INC.

THIS AGREEMENT, made this _____ day of ____________, 2022 by and between the Nash County Board of Commissioners for itself and its successors and assigns, hereinafter referred to as the OWNER, and McDavid Associates, Inc. of Farmville, North Carolina for itself and its successors and assigns, hereinafter referred to as the CONSULTANT:

WHEREAS the OWNER has received funds under the Down East HOME Consortium Housing Rehabilitation Program (DEHC) in the amount of $1,062,953; and

WHEREAS the OWNER desires services of the CONSULTANT to provide Basic Program Management (BPM) and Technical Housing Services (THS); and

WHEREAS, the OWNER selected and negotiated this Agreement with McDavid Associates, Inc. in response to the OWNER’s “Request for Proposals” deadline date of February 10, 2022.

NOW, THEREFORE, the OWNER and the CONSULTANT in consideration of mutual covenants hereinafter set forth, agree as follows:

SECTION A – PROGRAM DESCRIPTION

The proposed activities of the DEHC Program which are contained in the approved Reconciliation Agreement dated 10-4-21 and First Amendment dated 11-15-21 are included in this Agreement by reference are summarized as follows:

1. Rehabilitation of an estimated 19 owner occupied housing units
SECTION B – BASIC PROGRAM MANAGEMENT (BPM) AND TECHNICAL HOUSING SERVICES (THS)

1. Basic Program Management (BPM) – The CONSULTANT agrees to furnish personnel and facilities necessary to accomplish project Basic Program Management activities for the work in SECTION A. Activities may include, but are not necessarily limited to, the following:

   a. Attend conferences and meetings with OWNER, State and/or Federal agency representatives or other interested parties as may be reasonably necessary.
   b. Assist with other administrative matters such as public hearings, meetings, budgets, conferences, funding analyses, drawdowns, etc.
   c. Review necessary change orders as the OWNER’S Representative and, after approval by the OWNER’S Authorized Representative, forward to necessary agencies for approval.
   d. Prepare and submit quarterly reports to the OWNER on program status.
   e. Project recordkeeping and bookkeeping.
   f. Serve as OWNER’S Representative in coordinating communications between the OWNER and any other funding or management agency.
   g. Assist the OWNER in closing out the program and performing other administrative activities so deemed for the effective completion of the project.
   h. Prepare and submit Program Amendments or Revision Condition with budget changes only. Preparation and submission of a Program Amendment or Revision Condition approving additional and/or different activities or any other amendment shall be an additional service. Additional compensation for each Program Amendment or Revision Condition will be $2,500 and may be authorized under this agreement by the County Manager. This fee does not include Technical Housing activities or other technical fees.
   i. The CONSULTANT shall have no responsibility to oversee or administer program engineering, inspection and surveying activities if McDavid Associates, Inc. provides these activities. Basic Program Management associated with these activities shall be provided by the OWNER.
   j. Coordination of program closeout.
   k. The CONSULTANT shall investigate conflict-of-interest situations for the following groups of individuals:
      1. Employees of the CONSULTANT.
      2. Property owners of direct benefit units for which the CONSULTANT provides Technical Housing Services. Property owners shall be determined by a DEHC retained attorney.
      3. Occupants, which are not property owners, of direct benefit units for which the CONSULTANT provides Technical Housing Services.
      4. Contractors recommended by the CONSULTANT.
   l. The CONSULTANT shall perform the following activities to discover potential conflict-of-interest situation.
      1. Presentation of a disclosure form which defines conflict-of-interest situations to all groups of individuals in B.1.m. Each person shall be asked to sign this disclosure form.
      2. Coordination with the OWNER’S staff of any potential conflict-of-interest situations discovered through the disclosure form process and how to deal with each situation.
2. **Technical Housing Services (THS)** – The CONSULTANT agrees to furnish personnel and facilities necessary to accomplish project Technical Housing activities for the work in SECTION A. Services may include, but are not necessarily limited to, the following:

   a. Prepare plans, specifications, and contract documents for all housing rehabilitation contracts.
   b. Administer all contracts for housing rehabilitation, review all bids, make recommendations for awards, review and approve pay requests, prepare change orders and close-out contracts.
   c. Provide general housing inspection of the contractor’s work as construction progresses to determine general conformance with the contract documents and applicable Local, State and Federal regulations. The CONSULTANT shall not be held responsible for the contractor’s work or the Contractor’s conformance with Local, State and Federal regulations.
   d. Housing casefile recordkeeping.

3. **Additional Services**

   a. Additional services may be authorized by the County Manager. Additional services may include, but shall not be specifically limited to, the following:
      1. Redesigns requested by the OWNER after final write-ups have been accepted by the OWNER, except redesigns to reduce the project cost to within the funds available.
      2. Preparation for or appearances before courts or boards on matters of litigation or hearings related to the project.
      3. All survey and related services to include but not limited to:
         a. All property recovery and/or surveys.
         b. All right-of-way and/or easement surveys.
         c. All acquisition surveys.
         d. All severance surveys.
         e. Investigative surveys.
      4. Subsurface soil investigations, soil borings, special geological investigations, hydraulic investigations, laboratory tests, similar special investigations, testing and reports.
      5. Special permits to include but not limited to:
         a. Wetlands
         b. Corps of Engineers
      7. Technical Housing and related activities resulting from a Program Amendment.
      8. It is hereby understood and agreed fees are based on available funds in the application. If additional funds are added to complete activities, additional compensation will be due the CONSULTANT.

   b. This Agreement may be amended at any time to include any additional consulting services requested under this or similar program.

   c. In the event excess funds are available and additional activities are undertaken, this Agreement shall be amended to include additional compensation to the CONSULTANT. The CONSULTANT shall not be responsible for excess funds which cannot be expended within the grant period allotted.

   d. Included Services
      1. This Agreement shall include land surveying services needed to be paid on an hourly basis.
      2. This Agreement shall include special reports, presentations and intake as requested by the Board of Commissioners to be paid on an hourly basis.
SECTION C – OWNER’S RESPONSIBILITIES

1. The OWNER shall furnish the CONSULTANT in a timely manner with copies of pertinent correspondence relating to the project.

2. The OWNER shall provide full information as to requirements for work performed by the CONSULTANT.

3. The OWNER shall give prompt consideration to recommendation and work submitted by the CONSULTANT.

4. The OWNER shall be responsible for all legal fees, real estate appraisal fees, newspaper advertisement fees, audit fees, permit fees, encroachment fees, register of deed fees, and other similar fees not directly associated with performance of the CONSULTANT responsibilities defined by this Agreement.

5. The OWNER will bear all costs incidental to compliance with the requirements of this section.

6. The OWNER will give prompt notice to the CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the project or changed circumstances.

7. The OWNER will guarantee access to and make provisions for the CONSULTANT to enter upon private property as required for the CONSULTANT to perform his services.

8. The OWNER will administer this agreement directly with the CONSULTANT.

9. The OWNER shall provide the CONSULTANT with prompt notice of any potential CONFLICTS OF INTEREST as described in paragraph 8 of Section E of this agreement. Failure to notify the CONSULTANT shall relieve the CONSULTANT of all liability associated with the expenditure of DEHC funds where a conflict of interest is determined to exist.

10. Provide additional compensation to the CONSULTANT if additional funds are utilized for this program in accordance with Section B.3.

11. The OWNER shall investigate conflict-of-interest situations for the following individuals:
   a. Current elected officials
   b. Elected officials which have been out of office for less than one year.
   c. Any employee of the OWNER which performs any function of the grant, no matter how remote.
   d. Any employee of the OWNER which performs any function of the grant, no matter how remote which has left the employment of the OWNER within the past year.
SECTION D – COMPENSATION

1. The OWNER shall compensate the CONSULTANT for Basic Program Management (BPM) the lump sum of $85,000 which represents 8% of the available funds. Payment for Basic Program Management shall be correlated with completion of specific tasks. The tasks shall be:
   a. BPM-Release of Funds/Conditions $20,000
   b. BPM-General Program Management $30,000
   c. BPM-Housing Tasks $30,000
   d. BPM-Closeout $5,000

2. The OWNER shall compensate the CONSULTANT for Technical Housing Services (THS) the following on a per unit basis.
   a. The number of units listed in Section A – Program Description is used here as a guide. Revisions to the number of units shall be made on a unit price basis to reflect final quantities
      1) THS-Rehabilitation 19 units @ $7,500 per unit
         Additional units may be added at $7,500 as desired by the OWNER
   b. Progress payments will be made per unit completed or treated (for non-award units). Units partially completed shall be billed based on the % of effort completed agreed upon by the OWNER & CONSULTANT.
   c. Technical Housing Service is part of Private Rehabilitation service delivery.

3. The CONSULTANT shall take every reasonable effort complete the proposed activities within twenty-four (24) months. However, given the current construction environment and limited contractor base for housing rehabilitation work, a more reasonable expectation of completion is thirty-six (36 months).

4. If additional activities beyond the original proposed activities as defined in Section A are necessary or possible due to excess funds or other reasons, an addendum to be agreed upon by the OWNER and CONSULTANT shall be executed establishing the amount of additional compensation.

5. Payment for any additional Program Management, land survey or other activity shall be based on the existing corporate fee schedule at the time of service.

SECTION E – GENERAL CONDITIONS

1. Executive Order 11246 – Equal Employment Opportunity. The CONSULTANT shall comply with all applicable provisions of Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). During the performance of this Agreement, the CONSULTANT agrees as follows:
   a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the CONSULTANT commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The CONSULTANT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of CONSULTANT noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The CONSULTANT will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.


No qualified handicapped person shall, based on handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

3. Access to Records & Record Retainage.

The North Carolina Department of Commerce, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement for the purpose of making audits, examinations, excerpts and transcriptions for a period of three years following project closeout in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.

4. “Section 3” Compliance in the Provision of Training, Employment, and Business Opportunities.

CONSULTANT agrees as follows:

a. The work to be performed under the contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as
amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient of Federal assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to sanctions as are specified by CFR Part 135.

5. Termination Provision – Legal Remedies Provision.

The CONSULTANT and OWNER mutually agree as follows:

a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided no such termination may be effected unless the other party is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

b. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that such termination is for good cause (such as for legal or financial reasons, major changes in the work of program requirements, change of program manager) and that the CONSULTANT is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.

c. If termination for default is affected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT default. If termination for default is affected by the CONSULTANT or if termination for convenience is affected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expense incurred, prior to the termination, in addition to termination settlement cost incurred by the CONSULTANT, relating to commitments which had become firm prior to the termination.
d. Upon receipt of a termination action pursuant to Paragraphs (a) or (b) above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

6. Nondiscrimination Clause – Civil Rights Act of 1964, Title VI.
No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity which receives federal funds.

7. Age Discrimination Act of 1975, As Amended Nondiscrimination on the Basis of Age.
No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

8. Conflict of Interest – Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.
No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

CONSULTANT agrees to as follows:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
b. If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

10. The OWNER and the CONSULTANT each binds themselves, their successors, legal representatives and assigns to the other party to the Agreement and to the successors, legal representatives and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the OWNER or the CONSULTANT shall assign or transfer his interest in this Agreement without written consent of the other.
THE OWNER AND THE CONSULTANT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement – the date and year first above written.

ATTEST:  

NASH COUNTY  
OWNER

By ____________________________  
Typed Name ________ Janice Evans  
Title ___________ Clerk to the Board  
(SEAL)

By ____________________________  
Typed Name ________ Robbie B. Davis  
Title ___________ Chairman  

ATTEST:  

McDavid ASSOCIATES, INC.  
CONSULTANT

By ____________________________  
Typed Name ________ Joseph W. McKemey  
Title ___________ Secretary  
(SEAL)

By ____________________________  
Typed Name ________ Richard B. Moore  
Title ___________ President  

“This instrument has been pre-audited in the manner requested by the Local Government Budget and Fiscal Control Act”

__________________________
Donna Wood, Finance Director
CONTRACTOR’S CERTIFICATION OF ELIGIBILITY

By entering this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1) or to participate in HUD programs pursuant to 24 CFR Part 24 or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act.


________________________________________
(Signature) McDavid Associates, Inc.
(Name of Firm)

PO Drawer 49
(Street Address or P.O. Box)

Farmville, NC 27828
(City, State, Zip)

56-1012114
(Identification or Social Security No.)

The SAM.gov and NC DOA websites have been checked and the above contractor has been determined to be eligible to participate in a DEHC assisted project.

________________________________________
(Signature of Verifying Officer)

Nash County
(Grantee Name)

________________________________________
(DEHC Grant Number)
Nash County
Commissioner’s Agenda Information Sheet
Date: Monday, March 7, 2022
Attachment: Yes

Item: Nash County Miracle Park at Coopers – Phase 2 Engineering Design Services Agreement

Initiated By: Patsy McGhee, Assistant to the County Manager

Action Proposed: Approve Agreement

Description:

The Nash County Park Committee has been meeting to plan for Phase 2 of the Nash County Miracle Park at Coopers, which is Nash County’s only county-owned park.

Phase 1 of the regional park, located at 3471 Joyner Rd., Elm City, NC, was completed in 2021 and is already heavily used for a variety of passive and active recreation – such as basketball, baseball/softball, soccer, a large all-inclusive playground, walking trails, picnics, plus various programs (such as sport camps, the annual mother-son luau, etc.).

To help fund Phase 2 of this regional park, we are planning to submit a grant application to the NC Parks and Recreation Trust Fund (PARTF) for park development. Grant applications are due 5/2/2022.

Before we submit the grant application, decisions must be made concerning which park elements will be included in Phase 2. We are required to submit a site specific development plan and cost estimates with the grant application. We already have a survey to document public interest in several kinds of park elements. Also, we recently attended several civic club meetings in the area to discuss community park needs. A public meeting to obtain additional input will be held on March 10, 2022, 5:30-7:30 p.m., at the Coopers Elementary School Gym.

To prepare the required design and cost estimates, we widely distributed a Request for Qualifications to firms (including Historically Underutilized Businesses). We received a response (2/17/2022), and then negotiated with Stocks Engineering, resulting in the attached Agreement for up to $3,700, which has been reviewed by the County Attorney.

In April we will present to Commissioners items that require action for the PARTF grant application, including approval of the final design for Phase 2 of this park.

Recommendation: Approve Agreement.

Attachments: Nash County Miracle Park at Coopers - Phase 2 Engineering Design Services Agreement
Thursday, February 24, 2022

Mrs. Patsy McGhee, Assistant to the County Manager
RFQ# 2022-014-02-6120
120 West Washington Street
Suite 3040
Nashville, NC 27856

Via: Patsy.McGhee@nashcountync.gov

RE: Proposal for PARTF Site Plan, Cost Estimates, and required meetings for the
  Nash County Miracle Park at Coopers Ph 2

Dear Mrs. McGhee:

Stocks Engineering, PA is pleased to submit the attached proposal. The design team outlined in this proposal will provide you with the engineering capability necessary to continue to ‘design the Future …Today.’

Stocks Engineering has a reputation of providing high quality engineering services for its clients by focusing on excellence, beginning with the initial scoping meeting and continuing through final construction. This focus on excellence begins with listening to our clients and putting their needs at the forefront of our designs. We have the technical experience to convert thoughts and desires into solutions, regardless of the project’s size or complexity. We have built our practice on client responsiveness and cooperation that produce design solutions that work.

Stocks’ experience is diverse; our ambition for steering growth and continuous improvement is high. Our core values are simple:

  **Integrity**  – Doing what you say you will do and what is right before God regardless of the perceived consequences.

  **Fun**  – An environment that promotes laughter, encouragement, friendliness, respect and compassion.

  **Excellence**  – Work that is accurate, buildable, on time, on budget, clear and concise.

  **Communication**  – relaying accurate and pertinent information with timeliness and respect.

We have a competitive advantage:  *We build long-term relationships with our clients by being creative, personable, accessible, responsive and knowledgeable.*
We appreciate the opportunity to submit a proposal for services required for the proposed Nash County Miracle Park at Coopers Ph 2. Based on our conversations, the preliminary site information you have provided and our understanding of the project needs, the services we propose to offer are as follows:

**Surveying**
- Not Required for this portion of the Project.

**Preliminary Site Investigation**
- Not Required for this portion of the Project.

**Traffic**
- Not Required for this portion of the Project.

**Conceptual – Site Plan Design**
- Stocks will prepare a *Conceptual Site Plan* (PARTF Format) which will include the building footprint provided by the client with associated parking, drives, buffers, etc. Stocks will include recommendations for driveways, parking, landscape areas, drainage, stormwater controls, solid waste facilities, water, sewer, drainage, easements, recreation facilities, and other pertinent data necessary for preliminary review and comment by the Owner before the PARTF Submittal Deadline.
- Conceptual Plan Development includes meeting with owner/client to determine components of plan, design/computer drafting of plan, incorporating local land development codes and ordinance, as relates to layout, stormwater, landscape, etc, meeting with owner/client/county for initial comments, revisions per meetings.

**Engineering – Cost Estimates**

Using the APPROVED Conceptual Site Plan; we will proceed with the following design elements.
- Cost Estimates (PARTF Format)
- Stocks will submit plans to the County and represent Owner and/or Developer at County meetings for site plan approvals. Typically, the approving agency spends extensive time in review meetings resulting in comments and subsequent revisions. Our fee reflects an allowance for these meetings and normal revisions. Preferential revisions required on items we have already obtained initial approval from them on are considered extra.
- Stocks will conduct site visits necessary to complete the site design.
- Stocks will attend *local* development meetings with Owner and/or Developer and Architect as needed to coordinate site design.
- All drawings will be performed on computer using AutoCAD format.
- Stocks will participate in development meetings via conference call with the Owner as needed to coordinate site design and construction.
Services not Part of This Contract

- Construction Drawings and Specifications.
- Any items not specifically mentioned above.

Design Liability

- DESIGN/FIELD CONDITIONS quite easily may vary from that represented in the initial soils report and/or topographical report. Isolated areas may show up weak and adverse soils or groundwater conditions may be discovered that were not revealed during the initial soils investigation. Therefore, the Owner/Client is to be aware that Stocks Engineering, P.A. will not and cannot be held responsible for any failures to either a street or parking lot pavement design unless we can be fully and totally involved in the construction process which may include, but may not necessarily be limited to, testing subgrade and base density, engaging the Design Engineer for the evaluation of the subgrade and for the observation of proof rolling subgrade and base at various steps of construction, opportunity for the Design Engineer to call in a soils engineer for consultation and advice, etc. – steps which taken altogether with the initial design shown on the plans, constitute the complete design of the road, street of parking area (private or public). The Design Engineer must be given the full latitude and opportunity to complete the design by fully participating in the construction process. Plan design is a small portion of the Design and cannot be separated from the construction process if the Owner’s/Client’s desire is to have the Design Engineer stand behind the completed designed project.

CLIENTS RESPONSIBILITY

- Furnish guidance and review in a timely manner.
- Provide permission for our employees and consultants to enter upon land.
- Prompt payment of all invoices.
- Furnish any available deeds, easements and maps available on the property. Provide copies of agreements or easements known to exist on adjacent property which grant you use of such properties.
- Should outside consultants be required, reimburse us for all outside consultant fees in a timely manner.
- Reimburse us for all mileage, blueprints, permit fees, printing, review, and application fees. These fees are considered extra and are not covered in the base fees.
- Reimburse us for revisions required by the Owner, state or the local agency that are preferences and not otherwise required by code, ordinances, or regulation.

Payment

All services will be billed by the month based on percentage of scope completed.

FEES

For the aforementioned services we propose the following fees, subject to the conditions of this proposal and agreement, unless listed as “estimated” in which case those services will be billed by the hour:

A. Site Specific Site Plan (PARTF Format)
   - Conceptual Site Plan $1,480

B. Cost Estimates (PART Format)
   - Cost Estimates $1,040

C. Meetings
   - Park Committee, Public, and Commissioners Meetings $960
D. **Reimbursables** (At Cost – None Estimated)

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<th>Cost</th>
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<td>At Cost</td>
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All revisions and extraordinary work, on-site development meetings, construction administration will be billed by the hour at the following rates:

- Professional Engineer/Manager $120/hour
- Engineer Technician $85/hour
- CADD Technician $65/hour
- Construction Inspector $75/hour
- Administration Assistant $45/hour
- Survey Crew $105/hour

If we have over-estimated the scope of services requested or NOT included services you believe to be pertinent in this proposal, please advise and we will amend accordingly.

**Timing and Acceptance**

We can begin the Conceptual Plan Process within 1 week from Notice To Proceed.

Once Conceptual Plan is approved, final Constructions Drawings will be completed within 3 weeks.

If you concur with this proposal, please sign in the space provided below and forward one copy to us, which will serve as our Notice To Proceed. This proposal is good for 30 days. Thank you for the opportunity to submit the above quote.

Sincerely,

**Stocks Engineering, P.A.**

**J. Andrew Stocks**

J. Andrew Stocks, PE
Project Manager

This Letter of Agreement between Stocks Engineering, P.A. and Nash County is understood and acceptable.

____________________________________
Signature

____________________________________
Name

Date: _______________________________

1) Consultant’s Scope of Services Stocks Engineering’s (Engineer) undertaking to perform professional services extends only to the Services specifically described in this Agreement. However, if requested by the Client and agreed to by Stocks Engineering, Stocks Engineering will perform additional services (“Additional Services”) hereunder. Stocks Engineering is also authorized, but not required, to perform Additional Services for services deemed appropriate by Stocks Engineering in response to the Client’s requirements, objectives, and expectations for the project. Stocks Engineering has not given up any rights by Client’s contractors, subcontractors, or any regulatory agencies. All such services, shall be performed only if advance authorization cannot be obtained. Stocks Engineering will notify the Client as soon as practical of the inception of such Additional Services.

2) Client’s Responsibilities In addition to other responsibilities described herein or imposed by law, the Client shall:
   a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client’s decisions.
   b) Provide all information and criteria as to the Client’s requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
   c) Provide all previous studies or plans, or other documents pertaining to the project and all new data reasonably necessary in Stocks Engineering’s opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which Stocks Engineering may rely.
   d) Arrange for access to the site and other private or public property as required for Stocks Engineering to provide its services.
   e) Review all documents or oral reports presented by Stocks Engineering and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Stocks Engineering.
   f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of Stocks Engineering’s services.
   g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or Stocks Engineering may reasonably request.
   h) Give prompt written notice to Stocks Engineering whenever the Client becomes aware of any development that affects the scope and timing of Stocks Engineering’s services or any defect or noncompliance in any aspect of the project.
   i) Bear all costs incident to the responsibilities of the Client.

3) Period of Services Unless otherwise stated herein, Stocks Engineering will begin work in a timely manner after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to any circumstances that Stocks Engineering does not control. Such a delay or suspension shall not terminate this Agreement unless Stocks Engineering elects to terminate pursuant to other provisions of this Agreement. If such delay or suspension extends for more than six months (cumulatively), the rates of compensation provided for in this Agreement shall be renegotiated.

4) Compensation for Additional Services Unless otherwise agreed to in writing, the Client shall pay Stocks Engineering for the performance of any Additional Services an amount based upon Stocks Engineering’s current hourly rates plus an amount to cover direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing.

5) Method of Payment Compensation shall be paid to Stocks Engineering in accordance with the following provisions:
   a) Invoices will be submitted by Stocks Engineering to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay to Stocks Engineering all taxes, if any, whether state, local, or federal, levied with respect to amounts paid hereunder. Stocks Engineering shall be compensated in U.S. dollars. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due Stocks Engineering for services and expenses within 30 days after Stocks Engineering’s transmittal of its invoice, Stocks Engineering may, after giving 7 days’ written notice to the Client, suspend services under this Agreement until all amounts due are paid in full.
   b) In the event of an invoice for which the Client must advise Stocks Engineering in writing giving its reasons within 14 days of receipt of the invoice or the Client’s objections will be waived, and the invoice shall conclusively be deemed due and owing.
   c) If Stocks Engineering initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys’ fees, reasonable experts’ fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Stocks Engineering’s normal hourly billing rates, of the time devoted to such proceedings by its employees.
   d) The Client agrees that the payment for services and expenses incurred by Stocks Engineering pursuant to this Agreement is not subject to any contingency of condition.

6) Use/Reuse of Documents All documents, including but not limited to drawings, specifications and data or programs stored electronically, prepared by Stocks Engineering are related exclusively to the services described in this Agreement. They are not intended or represented to be suitable for partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of Stocks Engineering’s documents, or any partial use or reuse of the documents without written authorization or adaptation by Stocks Engineering will be at the Client’s sole risk and without liability or legal exposure to Stocks Engineering, and the Client shall indemnify, defend and hold Stocks Engineering harmless from all claims, damages, losses and expenses, including but not limited to attorney’s fees, resulting therefrom. Any authorization or adaptation will entitle Stocks Engineering to further compensation at rates to be agreed upon by the Client and Stocks Engineering.

7) Opinions of Probable Cost Because Stocks Engineering does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Stocks Engineering cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Stocks Engineering’s services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) Termination The obligation to provide further services under this Agreement may be terminated by either party upon seven days’ written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof; through no fault of the terminating party. In the event of any termination, Stocks Engineering shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Stocks Engineering as a result of such termination. If Stocks Engineering’s compensation is a fixed fee, the amount payable for services determined by Stocks Engineering, to the total amount of services which were to have been performed, less prior partial payments.

9) Insurance Stocks Engineering is protected by Worker’s Compensation, professional liability insurance, and general liability insurance for bodily injury and property damage and will exchange certificates of insurance upon request. If the Client directs Stocks Engineering to obtain increased insurance coverage, or if the nature of Stocks Engineering’s activities requires additional insurance coverage, Stocks Engineering will take out such additional insurance, if obtainable, at the Client’s expense. Engage in all rights against each other and their directors and officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in any construction related to the Project, a similar provision shall be incorporated into all construction contracts entered into by Client and shall protect Client and Engineer to the same extent.
10) Liability In performing its professional services, Stocks Engineering will use the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Stocks Engineering’s undertaking herein or its performance of services, and it is agreed that Stocks Engineering is not a fiduciary with respect to the Client. To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability, in the aggregate of Stocks Engineering and Stocks Engineering’s officers, directors, employees, and subconsultants to the Client or to any one claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Stocks Engineering or Stocks Engineering’s officers, directors, employees, agents, and subconsultants, shall not exceed the total compensation actually received by Stocks Engineering under this Agreement. Under no circumstances shall Stocks Engineering be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. In the event judgments, losses, or expenses are caused by the joint or concurrent negligence of the Engineer and Client, they shall be borne by each party in proportion to its own negligence.

11) Certifications Stocks Engineering shall not be required to execute any certifications or other documents that in any way might, in the judgment of Stocks Engineering, increase Stocks Engineering’s risk or affect the availability, applicability, or cost of its insurance.

12) Experience and Litigation If litigation or arbitration related to the services performed is initiated against Stocks Engineering by the Client, its contractors, or subcontractors, and such proceeding concludes with the entry of a judgment or award favorable to Stocks Engineering, the Client shall reimburse Stocks Engineering its reasonable attorney’s fees, reasonable experts’ fees, and other expenses related to the proceeding. Such expenses shall include, determined at Stocks Engineering’s normal hourly rates, of the time devoted to the proceedings by Stocks Engineering’s employees.

13) Dispute Resolution All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

14) Hazardous Substances and Conditions
a) Unless stated in the scope of services, it is agreed that the Client does not request Stocks Engineering to perform any services or to make any determinations involving hazardous substances or conditions, as defined by federal or state law. If such services are agreed to, Stocks Engineering shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Stocks Engineering’s services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

b) Stocks Engineering shall notify the Client of any hazardous substances or conditions not contemplated in the scope of services of which Stocks Engineering actually becomes aware. Upon such notification by Stocks Engineering, Stocks Engineering may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Stocks Engineering is to proceed with its services and if Stocks Engineering is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

c) Except to the extent of negligence, if any, on the part of Stocks Engineering in performing services expressly undertaken in connection with hazardous substances and conditions, the Client agrees to hold harmless, indemnify, and defend Stocks Engineering from and against any and all claims, losses, damages, liability, and costs in any way arising out of connected with the presence, discharge, release, or escape of hazardous substances or conditions of any kind, or environmental liability of any nature, in any manner related to services of Stocks Engineering.

15) Construction Phase Services
a) If Stocks Engineering’s services include the preparation of documents to be used for construction and Stocks Engineering is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Stocks Engineering in any way connected thereto.

b) If Stocks Engineering provides construction phase services, Stocks Engineering shall have no responsibility for any contractor’s means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Stocks Engineering have any authority or responsibility to stop or direct the work of any contractor. Stocks Engineering’s visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Stocks Engineering. Stocks Engineering neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform its work in accordance with the contract documents.

c) The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and Stocks Engineering for all claims and liability arising out of job site accidents; and that the Client and Stocks Engineering shall be made additional insured under the contractor’s general liability insurance policy.

d) Stocks Engineering is not responsible for procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to the Engineer in the Scope of Services.

16) Assignment and Subcontracting This agreement gives no rights or benefits to anyone other than the Client and Stocks Engineering, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Stocks Engineering. Neither the Client nor Stocks Engineering shall assign or transfer any rights or interests in this Agreement without the written consent of the other. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Stocks Engineering. Any provision in this Agreement that is unenforceable in any jurisdiction shall, to the extent required, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17) Confidentiality The Client consents to the use and dissemination by Stocks Engineering of photographs of the project and to the use by Stocks Engineering of facts, data and information obtained by Stocks Engineering in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Stocks Engineering shall use reasonable care to maintain the confidentiality of that material.

18) Ownership of Data and Intellectual Property Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Stocks Engineering and furnished to the Client as part of the Services shall become the property of the Client; provided, however, that Stocks Engineering shall have the unrestricted right to their use. Stocks Engineering shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Stocks Engineering.

19) Miscellaneous Provisions This Agreement is to be governed by the law of the State of North Carolina. This Agreement shall bind, and the benefits thereof shall inure to, the parties hereto, their legal representatives, executors, administrators, successors and assigns. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. This Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Stocks Engineering. Any provision in this Agreement that is unenforceable in any jurisdiction shall, to the extent required, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
Item:  North Carolina Department of Public Safety Grant for Nash County Sheriff’s Office

Initiated By:  Donna Wood, Finance Officer

Action Proposed:  Adopt the Grant Project Budget Ordinance

Description:

Nash County Sheriff’s Office has been awarded $84,269.66 from the Department of Public Safety. The agreement is effective November 18, 2021 and terminates June 30, 2023. The Grant funds are for expense incurred in enforcing the law as directed by the NC General Assembly Session Law 2021-180 (House Bill-105).

The Sheriff’s Office plans to use the funds to assist with the purchase of a Bear Cat to be used for tactical or emergency response.

Recommended Action:

Approve the Grant Project Budget Ordinance
Be it ordained by the Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Grant Project Ordinance is hereby adopted:

Section 1. The ordinance authorized is the Nash County Sheriff’s Office Grant Project for the purpose of managing the grant funds disbursed by the Department of N. C. Department of Public Safety. These grant funds are to be used exclusively for the purpose of expenses in enforcing the law as directed by NC General Assembly in Session Law 2021-180 (House Bill 105).

Section 2. The officers of this unit are hereby directed to proceed with the administration of the grant funds within the terms of the grant agreements and all rules and regulations within North Carolina General Statutes as it pertains to grant projects and the budget contained herein.

Section 3. The following grant has been awarded:

<table>
<thead>
<tr>
<th>Grant ID</th>
<th>Grant Recipient</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>129-0215-469616</td>
<td>Department of Public Safety</td>
<td>$ 84,270</td>
</tr>
</tbody>
</table>

Section 4. The following expenditures are projected:

<table>
<thead>
<tr>
<th>Grant ID</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>129-4310-554004</td>
<td>Vehicles</td>
<td>$ 84,270</td>
</tr>
</tbody>
</table>

Section 5: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 6: The Finance Officer shall report annually on the financial status of each project element in Section 4.

Section 7: Copies of the Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in managing these grant funds.

Section 8: This grant project ordinance expires on June 30, 2023, or when all the Grant funds have been obligated and expended by the County, whichever occurs sooner.

Adopted this 7th day of March 7, 2022.

Robbie B. Davis, Chairman

ATTEST:

Janice Evans, Clerk to the Board
Item: Housing Urgent Repair Program (2020)

Initiated By: Donna Wood, Finance Officer

Action Proposed: Approve Project Closeout Ordinance

Description:

The 2020 Urgent Repair Program was funded with $100,000 grant funding from the North Carolina Housing Finance Agency. The program assisted ten low income homeowners with crucial repairs that enabled the residents to remain in the home with greater safety and improved quality of life.

Recommended Action:

Approve the Project Closeout Ordinance.
NASH COUNTY 2020 URGENT REPAIR PROGRAM
GRANT PROJECT ORDINANCE CLOSEOUT

Be it ordained by the Nash County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Closeout Grant Project Ordinance is hereby adopted:

Section 1. The project authorized and being closed is the 2020 Urgent Repair Project described in the work statement contained in the Grant Agreement between Nash County and the North Carolina Housing Finance Agency (NCHFA). This project is more familiarly known as the 2020 Urgent Repair Program.

Section 2. The officers of this unit have executed the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Housing Finance Agency and the budget contained herein.

Section 3. The following revenues were received to complete this project:

<table>
<thead>
<tr>
<th></th>
<th>Original</th>
<th>Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCHFA Grant</td>
<td>$100,000</td>
<td>$99,958</td>
</tr>
<tr>
<td>Invest Earnings</td>
<td></td>
<td>42</td>
</tr>
<tr>
<td></td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

Section 4. The following amounts were expended for the project:

<table>
<thead>
<tr>
<th></th>
<th>Original</th>
<th>Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urgent Repair</td>
<td>$100,000</td>
<td>$100,000</td>
</tr>
<tr>
<td>of Privately</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Owned Dwelling</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section 5. The Finance Officer was directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the Grant Agreement and Federal and State regulations.

Section 6. Funds were disbursed periodically from the NC Housing Finance Agency to Nash County according to the Funding Agreement. Disbursement of funds were made by the County upon actual receipt of invoice from the vendor. Compliance with all federal and state procurement regulations were required.

Section 7. The Finance Officer reported on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. Copies of this Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer to closeout this project.

Adopted this 7th day of March 2022.

Robbie B. Davis, Chairman

ATTEST:

Janice Evans, Clerk to the Board
Item: Budget Amendments

Initiated By: Donna Wood, Finance Officer

Action Proposed: Approval Requested

The following budget amendments are presented for the Board’s consideration for Fiscal Year 2021-2022:

**Department of Social Services**

This amendment is presented to increase Family Reunification federal funds to provide purchased services to facilitate safe reunification for children in foster care; increase crisis Intervention federal funds to assist qualified citizens with heating and cooling expenses; and increase APS Essential Services federal funds to provide essential services for adults for whom the need for protective services have been substantiated. No additional County funds are required.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0100210-454119 FAMILY REUNIFICATION</td>
<td>1,830 Incr</td>
</tr>
<tr>
<td>0100210-455321 CRISIS INTERVENTION</td>
<td>1,265 Incr</td>
</tr>
<tr>
<td>0100210-455335 APS ESSENTIAL SERVICES</td>
<td>7,161 Incr</td>
</tr>
<tr>
<td></td>
<td>10,256</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0105510-569880 FAMILY REUNIFICATION</td>
<td>1,830 Incr</td>
</tr>
<tr>
<td>0105510-569932 CRISIS INTERVENTION</td>
<td>1,265 Incr</td>
</tr>
<tr>
<td>0105510-569803 APS ESSENTIAL SERVICES</td>
<td>7,161 Incr</td>
</tr>
<tr>
<td></td>
<td>10,256</td>
</tr>
</tbody>
</table>

**Planning & Inspections Department**

This budget amendment is presented to budget additional funds for third-party cell tower project reviews by CityScape Consultants, Inc. related to the expansion of 5G and broadband internet service. Review fees are paid by the project applicant, so no additional County funds are required. No County funds are required.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0100300-423005 CELL TOWER REVIEW FEES</td>
<td>10,000 Incr</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditure:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0104910-519915 PS-WIRELESS COMM FACILITY</td>
<td>10,000 Incr</td>
</tr>
</tbody>
</table>
Senior Services Department

This amendment is presented to increase funding based on donations for the Project Lifesaver Program. No additional County funds are required.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th>Expenditure:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0100230-487832 PROJECT LIFESAVER DONATIONS 5,236 Incr</td>
<td>0105810-569296 PROJECT LIFESAVER DONATIONS 5,236 Incr</td>
</tr>
</tbody>
</table>

This amendment is presented to increase funding from HCCBG for Senior Center Operation. No additional County funds are required.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th>Expenditure:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0100213-458650 SENIOR CENTER OPERATIONS 65,301 Incr</td>
<td>0105330-569075 SENIOR CENTER OPERATIONS 65,301 Incr</td>
</tr>
</tbody>
</table>

General Fund Transfer

This budget amendment is presented to budget general fund fund balance to cover the local fund cost to complete the Abandoned Manufactured Home Project for all seventeen active applicants.

<table>
<thead>
<tr>
<th>Revenue:</th>
<th>Expenditure:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0100991-499100 FUND BALANCE APPROPRIATION 2,380 Incr</td>
<td>0109500-598069 TRANSFER TO AMH PROJECT 2,380 Incr</td>
</tr>
</tbody>
</table>

March 7, 2022
<table>
<thead>
<tr>
<th>Item:</th>
<th>Board Appointments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiated By:</td>
<td>Stacie Shatzer, County Manager</td>
</tr>
<tr>
<td>Action Proposed:</td>
<td>There are no Appointments to Consider</td>
</tr>
</tbody>
</table>

**Description:**

There are no Board Appointments for consideration this month.
<table>
<thead>
<tr>
<th>Appointee</th>
<th>Board</th>
<th>Name</th>
<th>Phone</th>
<th>District</th>
<th>Length</th>
<th>Eligible for Reappointment</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/30/13</td>
<td>Rocky Mount Board of Adjustment</td>
<td>Vacant</td>
<td>3 yrs</td>
<td>Waiting for CRM Action</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/13</td>
<td>Rocky Mount Board of Adjustment</td>
<td>Vacant</td>
<td>3 yrs</td>
<td>Waiting for CRM Action</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/17</td>
<td>UCPRPO - Transportation Advisory Comm.</td>
<td>Vacant (optional)</td>
<td>1 yr</td>
<td>Alternate Commissioner Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/18</td>
<td>Rocky Mount Planning Bd - ETJ Member</td>
<td>Vacant</td>
<td>3 yrs</td>
<td>Waiting for CRM Action</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/18</td>
<td>NHCs - Board of Commissioners</td>
<td>Vacant</td>
<td>3 yrs</td>
<td>Recommended by NHCs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/22</td>
<td>Tourism Development Authority (TDA)</td>
<td>Dena Dalcy</td>
<td>2 yrs</td>
<td>Yes Public Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/22</td>
<td>Tourism Development Authority (TDA)</td>
<td>Lissa Ann Ferguson</td>
<td>3 yrs</td>
<td>Yes Collector Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/22</td>
<td>Nash County Board of Adjustment</td>
<td>Dennis Ray Cobb</td>
<td>3 yrs</td>
<td>Yes</td>
<td>3 as Alt. Member/Filing Unexpired Term</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/22</td>
<td>Nash County Board of Adjustment</td>
<td>Tommy Bass</td>
<td>4 yrs</td>
<td>Yes</td>
<td>3 as Reg. Member; 1 as Alt. Member</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/22</td>
<td>Tourism Development Authority (TDA)</td>
<td>Oscar Bruce</td>
<td>2 yrs</td>
<td>Yes</td>
<td>Filling unexpired term beginning 02-2022</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/22</td>
<td>Nash County Planning Board</td>
<td>DeLeon Parker</td>
<td>5 yrs</td>
<td>Yes Filled Unexpired Term for David Green 1st term</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/22</td>
<td>Nash County Planning Board</td>
<td>James &quot;Jimmy&quot; Glover</td>
<td>4 yrs</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/22</td>
<td>ABC Board</td>
<td>Kenneth E. Gilliam</td>
<td>3 yrs</td>
<td>Yes 1st term is filling unexpired</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/22</td>
<td>ABC Board</td>
<td>James &quot;Buchti&quot; Mull</td>
<td>4 yrs</td>
<td>Yes Recommended by Sue Leggett</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/22</td>
<td>ABC Board Chair - Just Chair Appointment</td>
<td>Kenneth Gilliam (Chairperson)</td>
<td>1 yr</td>
<td>Only Chair Term Up (1-year) Filling unexpired chair term for Julia Coglenton-Bryant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/22</td>
<td>NCC - Board of Trustees</td>
<td>James Mercer</td>
<td>4 yrs</td>
<td>Yes Public Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/22</td>
<td>Turning Point Work Force Dev. Board</td>
<td>Beth Ann Rose</td>
<td>2 yrs</td>
<td>Yes Public Sector Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td>Agriculture Advisory Board</td>
<td>Linda Fisher</td>
<td>3 yrs</td>
<td>Recommended by Extension Dir.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td>Agriculture Advisory Board</td>
<td>Brent Leggett</td>
<td>4 yrs</td>
<td>Recommended by Extension Dir.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td>NHCs - Board of Commissioners</td>
<td>Robbie A. Green</td>
<td>7 yrs</td>
<td>Recommended by NHCs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td>NHCs - Board of Commissioners</td>
<td>Sue Leggett</td>
<td>4 yrs</td>
<td>Recommended by NHCs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td>NHCs - Board of Commissioners</td>
<td>Ivan Y. Peacock, MD</td>
<td>6 yrs</td>
<td>Recommended by NHCs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td>NHCs - Board of Commissioners</td>
<td>Bill Lehnes</td>
<td>5 yrs</td>
<td>Recommended by NHCs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td>UCPRPO - Transportation Advisory Comm.</td>
<td>J. Wayne Outlaw</td>
<td>5 yrs</td>
<td>Yes Regular Commissioner Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td>UCPRPO - Transportation Advisory Comm.</td>
<td>Town of Middlesex</td>
<td>3 yrs</td>
<td>Must be outside of the MPO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td>UCPRPO - Transportation Advisory Comm.</td>
<td>Town of Spring Hope</td>
<td>4 yrs</td>
<td>Must be outside of the MPO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12/31/11</td>
<td>UCPRPO - Transportation Advisory Comm.</td>
<td>Town of Red Oak</td>
<td>5 yrs</td>
<td>Permanent Seat for Lsg Jurisdiction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/31/13</td>
<td>NEW Community Action Board of Directors</td>
<td>Fred Belfield</td>
<td>2 yrs</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01/31/13</td>
<td>NEW Community Action Board of Directors</td>
<td>Stacy Shatzer</td>
<td>5 yrs</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Consolidated Human Services Board</td>
<td>Dorothy Battle</td>
<td>4 yrs</td>
<td>Yes Medical Doctor Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Consolidated Human Services Board</td>
<td>Dr. Denis Knight Thorne</td>
<td>7 yrs</td>
<td>Yes Dentist Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Consolidated Human Services Board</td>
<td>Yvonne Moore</td>
<td>4 yrs</td>
<td>Yes Consumer Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Consolidated Human Services Board</td>
<td>Danny Tyson</td>
<td>4 yrs</td>
<td>Yes Consumer Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Consolidated Human Services Board</td>
<td>Dr. Mike Johnson (Chairman)</td>
<td>2 yrs</td>
<td>Yes Optometrist Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Consolidated Human Services Board</td>
<td>Dan Cone</td>
<td>3 yrs</td>
<td>Yes Commissioner Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Consolidated Human Services Board</td>
<td>Chandra Meachem Tucker, DVM</td>
<td>7 yrs</td>
<td>Yes Veterinarian Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Consolidated Human Services Board</td>
<td>Pat Adams</td>
<td>7 yrs</td>
<td>Yes Social Worker</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Consolidated Human Services Board</td>
<td>Mickey League</td>
<td>4 yrs</td>
<td>Yes Pharmacist Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Consolidated Human Services Board</td>
<td>Dr. Mark Abel</td>
<td>7 yrs</td>
<td>Yes Medical Doctor Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Nash County Board of Adjustment</td>
<td>Kenneth G. Mulliken</td>
<td>5 yrs</td>
<td>*Appointed 04/2021 as Regular Member to replace Cindy Joyner</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Nash County Board of Adjustment</td>
<td>Terry Michael Williams</td>
<td>6 yrs</td>
<td>*Serving as Alt. Member #1 as of 04-2021/Gwen Wilkins</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Tourism Development Authority (TDA)</td>
<td>Wayne Murphy</td>
<td>3 yrs</td>
<td>No Public Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Tourism Development Authority (TDA)</td>
<td>Percell Kelley</td>
<td>2 yrs</td>
<td>Yes Public Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Tourism Development Authority (TDA)</td>
<td>Carlene Reda</td>
<td>3 yrs</td>
<td>Yes Tourism-Related Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Tourism Development Authority (TDA)</td>
<td>Melissa Clark</td>
<td>3 yrs</td>
<td>Yes Collector Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/30/20</td>
<td>Tourism Development Authority (TDA)</td>
<td>Beth Anne Rose</td>
<td>3 yrs</td>
<td>Yes Collector Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/20</td>
<td>NCC - Board of Trustees</td>
<td>Samuel Dickens, Esq</td>
<td>4 yrs</td>
<td>Yes Public Member</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/20</td>
<td>Nash County Planning Board</td>
<td>Kimberly Moore</td>
<td>1 yrs</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/30/20</td>
<td>Nash County Planning Board</td>
<td>Kevin Smith</td>
<td>2 yrs</td>
<td>No</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Terms of Board Appointees

- These appointments are inactive
- These appointments will come before the Board at the next Regular Board Meeting

Appointment Terms of Board Appointees

- These appointments will come before the Board at the next Regular Board Meeting
- These appointments are inactive
<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Phone</th>
<th>Expires</th>
<th>Term</th>
<th>Recommended by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nash County Planning Board</td>
<td>Barbara Pulley</td>
<td>478-5791</td>
<td>3 yrs</td>
<td>2</td>
<td>Yes</td>
</tr>
<tr>
<td>Nash County Planning Board</td>
<td>Dan Cone</td>
<td></td>
<td>3 yrs</td>
<td>0</td>
<td>Yes Commissioner Member - 1st term partial (Lisa Barnes)</td>
</tr>
<tr>
<td>Nash County Planning Board</td>
<td>Amy Prigden-Hamlett</td>
<td>459-9876</td>
<td>3 yrs</td>
<td>2</td>
<td>Yes Other Member - Staff</td>
</tr>
<tr>
<td>Nash County Planning Board</td>
<td>Lou M. Richardson</td>
<td>459-3754</td>
<td>3 yrs</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>Nash County Planning Board</td>
<td>Mark H. Frohman</td>
<td>822-5083</td>
<td>7 yrs</td>
<td>2</td>
<td>No Private Sector Member</td>
</tr>
<tr>
<td>Nash County Planning Board</td>
<td>Eddie Cooks</td>
<td>443-1528</td>
<td>5 yrs</td>
<td>2</td>
<td>Yes Recommended by Wayne Outlaw</td>
</tr>
<tr>
<td>Nash County Jury Commission</td>
<td>L.R. Bass, Jr.</td>
<td>252-326-0132</td>
<td>4 yrs</td>
<td>1</td>
<td>Yes Recommended by Linda Thorne</td>
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<tr>
<td>Nash County Planning Board</td>
<td>Marcus Whitaker</td>
<td>252-469-0685</td>
<td>1 yrs</td>
<td>0</td>
<td>Yes Private Sector Member <a href="mailto:whitaker.r.mar@gmail.com">whitaker.r.mar@gmail.com</a></td>
</tr>
<tr>
<td>Braswell Memorial Library Board of Trustees</td>
<td>Ann Marie Finch Brown</td>
<td>252-289-6060</td>
<td>3 yrs</td>
<td>0</td>
<td>No Filling unexpired term for Ricky Pitt</td>
</tr>
<tr>
<td>Agriculture Advisory Board</td>
<td>Dan Cone</td>
<td>252-236-8154</td>
<td>3 yrs</td>
<td>3</td>
<td>Yes Recommended by Extension Dir.</td>
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<tr>
<td>Agriculture Advisory Board</td>
<td>Orville Wiggins</td>
<td>904-6157</td>
<td>3 yrs</td>
<td>3</td>
<td>No Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Agriculture Advisory Board</td>
<td>Michael Strickland</td>
<td>903-7636</td>
<td>1 yrs</td>
<td>3</td>
<td>No Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Agriculture Advisory Board</td>
<td>Brandon Moore</td>
<td>813-3891</td>
<td>1 yrs</td>
<td>3</td>
<td>No Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Agriculture Advisory Board</td>
<td>Jeff Tyson</td>
<td>252-205-9665</td>
<td>3 yrs</td>
<td>3</td>
<td>No Recommended by Extension Dir.</td>
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<tr>
<td>Agriculture Advisory Board</td>
<td>Gary High</td>
<td>245-2654</td>
<td>4 yrs</td>
<td>3</td>
<td>No Recommended by Extension Dir.</td>
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<tr>
<td>ABC Board</td>
<td>Chris Gardner</td>
<td>6 yrs</td>
<td>2 yrs</td>
<td>2</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>ABC Board</td>
<td>Karen White</td>
<td>235-3515</td>
<td>3 yrs</td>
<td>2</td>
<td>Yes Recommended by Extension Dir.</td>
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<tr>
<td>Farmers Market Advisory Board</td>
<td>Sue Covington Chavez (Durham)</td>
<td>1 yrs</td>
<td>3 yrs</td>
<td>2</td>
<td>Yes Recommended by Extension Dir.</td>
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<tr>
<td>Farmers Market Advisory Board</td>
<td>Sue Lenettist</td>
<td></td>
<td>3 yrs</td>
<td>2</td>
<td>Yes Recommended by Extension Dir.</td>
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<tr>
<td>Farmers Market Advisory Board</td>
<td>Kenneth Baker</td>
<td>443-3636</td>
<td>3 yrs</td>
<td>2</td>
<td>Yes Recommended by Extension Dir.</td>
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<tr>
<td>Farmers Market Advisory Board</td>
<td>Sue Moore</td>
<td>443-1018</td>
<td>3 yrs</td>
<td>2</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Ricky Parks</td>
<td>1 yr</td>
<td>3 yrs</td>
<td>3</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Tim Bass</td>
<td>1 yr</td>
<td>3 yrs</td>
<td>3</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Joyce Kight</td>
<td>1 yr</td>
<td>3 yrs</td>
<td>3</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Donald Williams</td>
<td>443-2878</td>
<td>1 yr</td>
<td>0</td>
<td>Yes Recommended by Extension Dir.</td>
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<tr>
<td>Farmers Market Advisory Board</td>
<td>Fred Belfield, Jr.</td>
<td>443-6768</td>
<td>2 yrs</td>
<td>1</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Sandy Harris</td>
<td></td>
<td>3 yrs</td>
<td>1</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Eugene Holland</td>
<td>2 yrs</td>
<td>3 yrs</td>
<td>3</td>
<td>No Recommended by NHCS</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>John Barker</td>
<td>5 yrs</td>
<td>3 yrs</td>
<td>3</td>
<td>No Recommended by NHCS</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Jean Kitchen</td>
<td>6 yrs</td>
<td>3 yrs</td>
<td>3</td>
<td>No Recommended by NHCS</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Sheila Wallace</td>
<td>7 yrs</td>
<td>3 yrs</td>
<td>1</td>
<td>Yes Recommended by NHCS</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Joel Lee Bryant</td>
<td>3 yrs</td>
<td>3 yrs</td>
<td>1</td>
<td>Yes Recommended by NHCS</td>
</tr>
<tr>
<td>Tourism Development Authority (TDA)</td>
<td>Robbie B. Davis (Chairman)</td>
<td>977-6680</td>
<td>7 yrs</td>
<td>3</td>
<td>Yes Commissioner Member</td>
</tr>
<tr>
<td>Tourism Development Authority (TDA)</td>
<td>Judy Cary Winstead</td>
<td>903-7680</td>
<td>3 yrs</td>
<td>1</td>
<td>Yes Public Member</td>
</tr>
<tr>
<td>Tourism Development Authority (TDA)</td>
<td>Kay Mitchell</td>
<td>903-7680</td>
<td>3 yrs</td>
<td>1</td>
<td>Yes Public Member</td>
</tr>
<tr>
<td>Nash County Board of Adjustment</td>
<td>William Parker</td>
<td>904-8399</td>
<td>7 yrs</td>
<td>3 yrs</td>
<td>No *4 As a Regular Member; 2 as Alt. Member/Filling Unexp. Reg. Term</td>
</tr>
<tr>
<td>Nash County Board of Adjustment</td>
<td>Brandon Moore</td>
<td>451-1618</td>
<td>1 yrs</td>
<td>0</td>
<td>Yes *4 As Regular Member appointed 04/2021</td>
</tr>
<tr>
<td>Nash County Board of Adjustment</td>
<td>Rodney Fred Hough</td>
<td>230-2294</td>
<td>3 yrs</td>
<td>0</td>
<td>Yes *5 (Serving as Alt. member #2 as of 06/2021)</td>
</tr>
<tr>
<td>Tourism Development Authority (TDA)</td>
<td>Evite Council</td>
<td>451-4004 ext 151</td>
<td>3 yrs</td>
<td>0</td>
<td>Yes Collector Member</td>
</tr>
<tr>
<td>Braswell Memorial Library Board of Trustees</td>
<td>Elizabeth Overton</td>
<td>4 yrs</td>
<td>4 yrs</td>
<td>0</td>
<td>Yes filled Unexpired term of Ruth Smith Couple Months</td>
</tr>
<tr>
<td>NCC - Board of Trustees</td>
<td>Sonny Foster</td>
<td>446-3384</td>
<td>6 yrs</td>
<td>2</td>
<td>Yes Public Member</td>
</tr>
<tr>
<td>Nash County Planning Board</td>
<td>Chris Sandifer</td>
<td>478-4654</td>
<td>1 yrs</td>
<td>2</td>
<td>Yes</td>
</tr>
<tr>
<td>Nash County Planning Board</td>
<td>Moses Brown</td>
<td>443-1204</td>
<td>6 yrs</td>
<td>3</td>
<td>No</td>
</tr>
<tr>
<td>ABC Board</td>
<td>William Madison Jones, Jr.</td>
<td>919-971-1729</td>
<td>3 yrs</td>
<td>0</td>
<td>Yes Filling unexpired term for Julia Cogenton-Bryant</td>
</tr>
<tr>
<td>ABC Board</td>
<td>Jacquelyn Lewis</td>
<td>903-0916</td>
<td>4 yrs</td>
<td>0</td>
<td>Yes</td>
</tr>
<tr>
<td>Nash County Planning Board</td>
<td>Ethan Curtis Vester</td>
<td>252-883-2024</td>
<td>3 yrs</td>
<td>0</td>
<td>Yes</td>
</tr>
<tr>
<td>Nash County Planning Board</td>
<td>Philip Brannan</td>
<td>883-5801</td>
<td>7 yrs</td>
<td>0</td>
<td>Yes</td>
</tr>
<tr>
<td>Braswell Memorial Library Board of Trustees</td>
<td>Deborah Battle</td>
<td>2 yrs</td>
<td>4 yrs</td>
<td>0</td>
<td>Yes</td>
</tr>
<tr>
<td>NHCS - Board of Commissioners</td>
<td>H. Mike Johnson, O.D.</td>
<td>1 yrs</td>
<td>3 yrs</td>
<td>0</td>
<td>Yes Recommended by NHCS</td>
</tr>
<tr>
<td>NHCS - Board of Commissioners</td>
<td>David Browder, MD</td>
<td>252-451-3200</td>
<td>3 yrs</td>
<td>0</td>
<td>Yes Recommended by NHCS</td>
</tr>
<tr>
<td>NHCS - Board of Commissioners</td>
<td>Damian Tucker (<a href="mailto:dtucker@hesterlaw.com">dtucker@hesterlaw.com</a>)</td>
<td>7 yrs</td>
<td>3 yrs</td>
<td>5</td>
<td>Yes Recommended by NHCS</td>
</tr>
<tr>
<td>NHCS - Board of Commissioners</td>
<td>Kevin Jones</td>
<td>252-907-3886</td>
<td>3 yrs</td>
<td>0</td>
<td>Yes Recommended by NHCS</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Bobby Jo Fisher</td>
<td>919-222-6154</td>
<td>3 yrs</td>
<td>1</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Daniel Bissett</td>
<td>919-222-6154</td>
<td>3 yrs</td>
<td>1</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>David Farris</td>
<td>904-6114</td>
<td>3 yrs</td>
<td>3</td>
<td>No Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Kevin Bullock</td>
<td>919-690-9900</td>
<td>3 yrs</td>
<td>1</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Farmers Market Advisory Board</td>
<td>Stacey Collins</td>
<td>252-883-2148</td>
<td>5 yrs</td>
<td>1</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Agriculture Advisory Board</td>
<td>Brandon Moore</td>
<td>813-3891</td>
<td>1 yrs</td>
<td>3</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Agriculture Advisory Board</td>
<td>Michael Strickland</td>
<td>903-7636</td>
<td>1 yrs</td>
<td>3</td>
<td>Yes Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Agriculture Advisory Board</td>
<td>Ronnie Weaver</td>
<td>904-9131</td>
<td>1 yrs</td>
<td>3</td>
<td>No Recommended by Extension Dir.</td>
</tr>
<tr>
<td>Agriculture Advisory Board</td>
<td>Orlvile Wiggins</td>
<td>903-5244</td>
<td>1 yrs</td>
<td>3</td>
<td>No Recommended by Extension Dir.</td>
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<tr>
<td>Consolidated Human Services Board</td>
<td>Vacant</td>
<td>4 yrs</td>
<td>4 yrs</td>
<td>0</td>
<td>Psychiatrist Member</td>
</tr>
</tbody>
</table>
### Consolidated Human Services Board
- **Dr. Tony Coats**: 314-8926, 5 yrs, Yes, Psychologist Member
- **Jeanette Pittman**: 4 yrs, Yes, Public Member
- **Sarah Thurman**: 4 yrs, Yes, IN Member
- **Vacant**: 4 yrs, Yes, Public Member
- **Mike Stocks**: 4 yrs, Yes, Professional Engineer Member
- **Bert Daniel**: 4 yrs, Yes, Consumer Member
- **J. Wayne Outlaw**: 443-3490, 5 yrs, No, Public Member
- **James Earl Lyons, II**: 382-0806, 6 yrs, Yes
- **Linda Hardy**: 442-5759, 2 yrs, Yes

### Staff & Misc. Appointments
- **Farmers Market Advisory Board**
  - Zee Lamb (Ex-Officio): 459-9800
  - Sandy Hall (Ex-Officio): 459-9810
  - Maurine Brown (Ex-Officio): N/A
  - Fred Belfield: 459-9800

- **UCPCOG Board**
  - Stacie Shatzer: 459-9804
  - Fred Belfield: 459-9800

- **NEW Community Action Board of Directors**
  - Fred Belfield: 459-9800
  - Sue Leggett - Stacie Shatzer: 459-9804

- **NCC - Board of Trustees**
  - Dr. Bill Carver (Ex-Officio): 451-8326

- **NCC - Board of Trustees**
  - Wayne Outlaw: 459-9800

- **UNC Nash Health Care Systems**
  - Sue Leggett: 459-9800

- **MPO - Transportation Advisory Committee**
  - Robbie Davis: 813-1508

- **Upper Coastal Plain RPD**
  - Wayne Outlaw: 459-9800

- **Community Caregiver Advisory Board**
  - Marvin Arrington: 459-9800

- **Spaulding Family Resource Center Board**
  - Marvin Arrington: 459-9800

- **Rocky Mount-Wilson Airport Authority**
  - Charles Mullien: 443-0300

- **Tar River Transit**
  - Fred Belfield: 459-9800

- **Turning Point Workforce Development**
  - Mary Wells: 459-9800

- **STEP**
  - Sue Leggett: 459-9800

- **Natural Resource Resilience Committee**
  - Sue Leggett: 459-9800

- **Tourism Development Authority**
  - Donna Wood: 459-9802

- **Tourism Development Authority**
  - Robbie Davis: 813-1508

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**Note for TDA Board:** On the TDA there must be a minimum of one third Collectors (5) and one half Travel and Tourism related (7) member which include the Collectors. The other half (8) are Public Members. The G S states that if there is an odd number on the Board which we have (15) that one half less one must be T and T related.
Item: Monthly Report

Initiated By: Doris Sumner, Tax Administrator

Action Proposed: Information only

Description:

In keeping with G.S. 105-360(7), the tax collector will be providing a monthly report showing the amount of taxes collected and efforts being made to collect taxes. This report is designed to keep the board current on activities in the tax collector’s office. The report is for your information only and does not require approval. It is recommended that you accept the report so that it will be noted in the minutes.
MONTHLY REPORT OF TAX COLLECTOR

Among the duties of the Tax Collector is:

G.S. 105 – 350 (7) to submit to the governing body at each of its regular meetings a report of the amount he has collected on each year’s taxes with which he is charged, the amount remaining uncollected and the steps he is taking to encourage or enforce payment of uncollected taxes.

STEPS BEING TAKEN TO COLLECT:

All legal enforcement procedures prescribed by law including garnishment, levy attachment to bank account, certifying to other counties and foreclosure of real estate.
## Month of January 2022 Year to Date Commissioners Report

**Nash County Tax Department**

### Tax Year 2020

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Rec</strong></td>
<td>$47,103,884.20</td>
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<tr>
<td><strong>YTD Levy &amp; Penalty</strong></td>
<td>$10,845.88</td>
</tr>
<tr>
<td><strong>YTD Adjustments</strong></td>
<td>$ (163,898.31)</td>
</tr>
<tr>
<td><strong>T &amp; TT Levy</strong></td>
<td>$41,043,914.86</td>
</tr>
<tr>
<td><strong>Total Levy</strong></td>
<td>$51,113,773.63</td>
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</table>

### Tax Year 2021

<table>
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<th>Item</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td><strong>Beginning Rec</strong></td>
<td>$48,239,614.72</td>
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<tr>
<td><strong>YTD Levy &amp; Penalty</strong></td>
<td>$3,516.70</td>
</tr>
<tr>
<td><strong>YTD Adjustments</strong></td>
<td>$ (351,985.63)</td>
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<tr>
<td><strong>T &amp; TT Levy</strong></td>
<td>$4,315,096.59</td>
</tr>
<tr>
<td><strong>Total Levy</strong></td>
<td>$52,206,242.38</td>
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### Total Collections = YTD Payments - YTD Refunds

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YTD Payments</strong></td>
<td>$44,911,343.19</td>
</tr>
<tr>
<td><strong>YTD Refunds</strong></td>
<td>$ (33,328.40)</td>
</tr>
<tr>
<td><strong>T &amp; TT Payments</strong></td>
<td>$4,162,941.86</td>
</tr>
<tr>
<td><strong>Total Collections</strong></td>
<td>$49,040,956.65</td>
</tr>
</tbody>
</table>

### YTD Receivables = Total Levy - Total Collections

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Levy</strong></td>
<td>$51,113,773.63</td>
</tr>
<tr>
<td><strong>(Total Collections)</strong></td>
<td>$ (49,040,956.65)</td>
</tr>
<tr>
<td><strong>YTD Receivables</strong></td>
<td>$2,072,816.98</td>
</tr>
</tbody>
</table>

### Collections Percentage = Total Collections Divided by Total Levy

- **Tax Year 2020**: 95.94%
- **Tax Year 2021**: 95.96%
## MONTH OF JANUARY 2022 YEAR TO DATE COMMISSIONERS REPORT

NASH COUNTY TAX DEPARTMENT

### NASH COUNTY PRIOR YEARS

**COLLECTED JULY 1, 2020 - JANUARY 31, 2021**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td><strong>2,972,675.16</strong></td>
</tr>
<tr>
<td><strong>BEGINNING REC</strong></td>
<td><strong>2,527,128.96</strong></td>
</tr>
<tr>
<td><strong>YTD LEVY &amp; PENALTY</strong></td>
<td><strong>56.34</strong></td>
</tr>
<tr>
<td><strong>YTD ADJUSTMENTS</strong></td>
<td><strong>7,274.99</strong></td>
</tr>
<tr>
<td><strong>(YTD RELEASES)</strong></td>
<td><strong>(160.61)</strong></td>
</tr>
<tr>
<td><strong>(YTD DISC/WO)</strong></td>
<td><strong>(0.03)</strong></td>
</tr>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td><strong>2,979,845.85</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL COLLECTIONS</strong>= YTD PAYMENTS - YTD REFUNDS</td>
<td></td>
</tr>
<tr>
<td><strong>YTD PAYMENTS</strong></td>
<td><strong>455,832.23</strong></td>
</tr>
<tr>
<td><strong>(YTD REFUNDS)</strong></td>
<td><strong>(16,237.95)</strong></td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td><strong>439,594.28</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YTD RECEIVABLES</strong></td>
<td><strong>2,540,251.57</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY</strong></td>
<td><strong>14.75%</strong></td>
</tr>
</tbody>
</table>

### NASH COUNTY PRIOR YEARS

**COLLECTED JULY 1, 2021 - JANUARY 31, 2022**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td><strong>2,527,128.96</strong></td>
</tr>
<tr>
<td><strong>BEGINNING REC</strong></td>
<td><strong>2,972,675.16</strong></td>
</tr>
<tr>
<td><strong>YTD LEVY &amp; PENALTY</strong></td>
<td><strong>56.34</strong></td>
</tr>
<tr>
<td><strong>YTD ADJUSTMENTS</strong></td>
<td><strong>7,274.99</strong></td>
</tr>
<tr>
<td><strong>(YTD RELEASES)</strong></td>
<td><strong>(143.95)</strong></td>
</tr>
<tr>
<td><strong>(YTD DISC/WO)</strong></td>
<td><strong>(0.03)</strong></td>
</tr>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td><strong>2,526,985.01</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL COLLECTIONS</strong>= YTD PAYMENTS - YTD REFUNDS</td>
<td></td>
</tr>
<tr>
<td><strong>YTD PAYMENTS</strong></td>
<td><strong>310,035.24</strong></td>
</tr>
<tr>
<td><strong>(YTD REFUNDS)</strong></td>
<td><strong>(3,320.27)</strong></td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td><strong>306,714.97</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YTD RECEIVABLES</strong></td>
<td><strong>2,220,270.04</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY</strong></td>
<td><strong>12.14%</strong></td>
</tr>
</tbody>
</table>
### NASH COUNTY

#### ALL YEARS

**COLLECTED JULY 1, 2020 - JANUARY 31, 2021**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL LEVY = BEG REC + YTD LEVY + YTD ADJ - YTD REL - YTD DISC/WO</strong></td>
<td></td>
</tr>
<tr>
<td>Beginning Rec</td>
<td>$2,972,675.16</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>$47,103,940.54</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>$18,120.87</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>$(164,058.92)</td>
</tr>
<tr>
<td>(YTD DISC/WO)</td>
<td>$(0.03)</td>
</tr>
<tr>
<td>T &amp; TT LEVY</td>
<td>$4,162,941.86</td>
</tr>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td>$54,093,619.48</td>
</tr>
</tbody>
</table>

**TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD PAYMENTS</td>
<td>$45,367,175.42</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>$(49,566.35)</td>
</tr>
<tr>
<td>T &amp; TT PAYMENTS</td>
<td>$4,162,941.86</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td>$49,480,550.93</td>
</tr>
</tbody>
</table>

**YTD RECEIVEABLES = TOTAL LEVY - TOTAL COLLECTIONS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL LEVY</td>
<td>$54,093,619.48</td>
</tr>
<tr>
<td>TOTAL COLLECTIONS</td>
<td>$(49,480,550.93)</td>
</tr>
<tr>
<td><strong>YTD RECEIVEABLES</strong></td>
<td>$4,613,068.55</td>
</tr>
</tbody>
</table>

91.47%

**THIS FIGURE DOES NOT INCLUDE $168,545.32 COLLECTED IN INTEREST**

---

**NASH COUNTY**

#### ALL YEARS

**COLLECTED JULY 1, 2021 - JANUARY 31, 2022**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL LEVY = BEG REC + YTD LEVY + YTD ADJ - YTD REL - YTD DISC/WO</strong></td>
<td></td>
</tr>
<tr>
<td>Beginning Rec</td>
<td>$2,527,128.96</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>$48,239,614.72</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>$3,516.70</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>$(352,129.58)</td>
</tr>
<tr>
<td>(YTD DISC/WO)</td>
<td>$-</td>
</tr>
<tr>
<td>T &amp; TT LEVY</td>
<td>$4,315,096.59</td>
</tr>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td>$54,733,227.39</td>
</tr>
</tbody>
</table>

**TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD PAYMENTS</td>
<td>$46,121,464.20</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>$(32,628.84)</td>
</tr>
<tr>
<td>T &amp; TT PAYMENTS</td>
<td>$4,315,096.59</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td>$50,403,931.95</td>
</tr>
</tbody>
</table>

**YTD RECEIVEABLES = TOTAL LEVY - TOTAL COLLECTIONS**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL LEVY</td>
<td>$54,733,227.39</td>
</tr>
<tr>
<td>TOTAL COLLECTIONS</td>
<td>$(50,403,931.95)</td>
</tr>
<tr>
<td><strong>YTD RECEIVEABLES</strong></td>
<td>$4,329,295.44</td>
</tr>
</tbody>
</table>

92.09%

**THIS FIGURE DOES NOT INCLUDE $112242.02 COLLECTED IN INTEREST**
### MONTH OF JANUARY 2022 YEAR TO DATE COMMISSIONERS REPORT

**NASH COUNTY TAX DEPARTMENT**

#### 2020 NASH COUNTY
**REAL ESTATE ONLY**

**COLLECTED JULY 1, 2020 - JANUARY 31, 2021**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING REC</td>
<td>$ 42,546,950.62</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>$ 7,584.74</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>$ (79,176.79)</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$ 42,475,358.57</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong> = YTD PAYMENTS - YTD REFUNDS</td>
<td>$ 40,635,631.56</td>
</tr>
<tr>
<td>YTD PAYMENTS</td>
<td>$ 40,668,568.89</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>$ (32,937.33)</td>
</tr>
<tr>
<td>TOTAL COLLECTIONS</td>
<td>$ 40,635,631.56</td>
</tr>
<tr>
<td>YTD RECEIVEABLES = TOTAL LEVY - TOTAL COLLECTIONS</td>
<td>$ 1,839,727.01</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$ 42,475,358.57</td>
</tr>
<tr>
<td>(TOTAL COLLECTIONS)</td>
<td>$ (40,635,631.56)</td>
</tr>
<tr>
<td>YTD RECEIVEABLES</td>
<td>$ 1,839,727.01</td>
</tr>
<tr>
<td><strong>COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY</strong></td>
<td>95.67%</td>
</tr>
</tbody>
</table>

#### 2021 NASH COUNTY
**REAL ESTATE ONLY**

**COLLECTED JULY 1, 2021 - JANUARY 31, 2022**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING REC</td>
<td>$</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>$ 43,826,869.34</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>$ 3,435.71</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>$ (342,999.61)</td>
</tr>
<tr>
<td>YTD DISC/WO)</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$ 43,487,305.44</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong> = YTD PAYMENTS - YTD REFUNDS</td>
<td>$ 41,577,304.18</td>
</tr>
<tr>
<td>YTD PAYMENTS</td>
<td>$ 41,601,245.94</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>$ (23,941.76)</td>
</tr>
<tr>
<td>TOTAL COLLECTIONS</td>
<td>$ 41,577,304.18</td>
</tr>
<tr>
<td>YTD RECEIVEABLES = TOTAL LEVY - TOTAL COLLECTIONS</td>
<td>$ 1,910,001.26</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$ 43,487,305.44</td>
</tr>
<tr>
<td>(TOTAL COLLECTIONS)</td>
<td>$ (41,577,304.18)</td>
</tr>
<tr>
<td>YTD RECEIVEABLES</td>
<td>$ 1,910,001.26</td>
</tr>
<tr>
<td><strong>COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY</strong></td>
<td>95.61%</td>
</tr>
</tbody>
</table>

---

**MONTH OF JANUARY 2022 YEAR TO DATE COMMISSIONERS REPORT**

**NASH COUNTY TAX DEPARTMENT**

**REAL ESTATE ONLY**

**COLLECTED JULY 1, 2020 - JANUARY 31, 2021**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING REC</td>
<td>$ 42,546,950.62</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>$ 7,584.74</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>$ (79,176.79)</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$ 42,475,358.57</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong> = YTD PAYMENTS - YTD REFUNDS</td>
<td>$ 40,635,631.56</td>
</tr>
<tr>
<td>YTD PAYMENTS</td>
<td>$ 40,668,568.89</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>$ (32,937.33)</td>
</tr>
<tr>
<td>TOTAL COLLECTIONS</td>
<td>$ 40,635,631.56</td>
</tr>
<tr>
<td>YTD RECEIVEABLES = TOTAL LEVY - TOTAL COLLECTIONS</td>
<td>$ 1,839,727.01</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$ 42,475,358.57</td>
</tr>
<tr>
<td>(TOTAL COLLECTIONS)</td>
<td>$ (40,635,631.56)</td>
</tr>
<tr>
<td>YTD RECEIVEABLES</td>
<td>$ 1,839,727.01</td>
</tr>
<tr>
<td><strong>COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY</strong></td>
<td>95.67%</td>
</tr>
</tbody>
</table>

#### 2021 NASH COUNTY
**REAL ESTATE ONLY**

**COLLECTED JULY 1, 2021 - JANUARY 31, 2022**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING REC</td>
<td>$</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>$ 43,826,869.34</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>$ 3,435.71</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>$ (342,999.61)</td>
</tr>
<tr>
<td>YTD DISC/WO)</td>
<td>$ -</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$ 43,487,305.44</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong> = YTD PAYMENTS - YTD REFUNDS</td>
<td>$ 41,577,304.18</td>
</tr>
<tr>
<td>YTD PAYMENTS</td>
<td>$ 41,601,245.94</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>$ (23,941.76)</td>
</tr>
<tr>
<td>TOTAL COLLECTIONS</td>
<td>$ 41,577,304.18</td>
</tr>
<tr>
<td>YTD RECEIVEABLES = TOTAL LEVY - TOTAL COLLECTIONS</td>
<td>$ 1,910,001.26</td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>$ 43,487,305.44</td>
</tr>
<tr>
<td>(TOTAL COLLECTIONS)</td>
<td>$ (41,577,304.18)</td>
</tr>
<tr>
<td>YTD RECEIVEABLES</td>
<td>$ 1,910,001.26</td>
</tr>
<tr>
<td><strong>COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY</strong></td>
<td>95.61%</td>
</tr>
</tbody>
</table>
## MONTH OF JANUARY 2022 YEAR TO DATE COMMISSIONERS REPORT

### NASH COUNTY TAX DEPARTMENT

#### 2020 NASH COUNTY
**PERSONAL PROPERTY ONLY**
**COLLECTED JULY 1, 2020 - JANUARY 31, 2021**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING REC</td>
<td>-</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>4,556,933.58</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>3,261.14</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>(84,721.52)</td>
</tr>
<tr>
<td>(YTD DISC/WO)</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td><strong>4,475,473.20</strong></td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>YTD PAYMENTS</td>
<td>4,242,774.30</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>(391.07)</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td><strong>4,242,383.23</strong></td>
</tr>
<tr>
<td><strong>YTD RECEIVEABLES = TOTAL LEVY - TOTAL COLLECTIONS</strong></td>
<td></td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>4,475,473.20</td>
</tr>
<tr>
<td>(TOTAL COLLECTIONS)</td>
<td>(4,242,383.23)</td>
</tr>
<tr>
<td><strong>YTD RECEIVEABLES</strong></td>
<td><strong>233,089.97</strong></td>
</tr>
</tbody>
</table>

**COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY**

<table>
<thead>
<tr>
<th>Calculation</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COLLECTIONS</td>
<td>94.79%</td>
</tr>
</tbody>
</table>

#### 2021 NASH COUNTY
**PERSONAL PROPERTY ONLY**
**COLLECTED JULY 1, 2021 - JANUARY 31, 2022**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEGINNING REC</td>
<td>-</td>
</tr>
<tr>
<td>YTD LEVY &amp; PENALTY</td>
<td>4,412,745.38</td>
</tr>
<tr>
<td>YTD ADJUSTMENTS</td>
<td>80.99</td>
</tr>
<tr>
<td>(YTD RELEASES)</td>
<td>(8,986.02)</td>
</tr>
<tr>
<td>(YTD DISC/WO)</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL LEVY</strong></td>
<td><strong>4,403,840.35</strong></td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS = YTD PAYMENTS - YTD REFUNDS</strong></td>
<td></td>
</tr>
<tr>
<td>YTD PAYMENTS</td>
<td>4,210,183.02</td>
</tr>
<tr>
<td>(YTD REFUNDS)</td>
<td>(5,366.81)</td>
</tr>
<tr>
<td><strong>TOTAL COLLECTIONS</strong></td>
<td><strong>4,204,816.21</strong></td>
</tr>
<tr>
<td><strong>YTD RECEIVEABLES = TOTAL LEVY - TOTAL COLLECTIONS</strong></td>
<td></td>
</tr>
<tr>
<td>TOTAL LEVY</td>
<td>4,403,840.35</td>
</tr>
<tr>
<td>(TOTAL COLLECTIONS)</td>
<td>(4,204,816.21)</td>
</tr>
<tr>
<td><strong>YTD RECEIVEABLES</strong></td>
<td><strong>199,024.14</strong></td>
</tr>
</tbody>
</table>

**COLLECTIONS PERCENTAGE= TOTAL COLLECTIONS DIVIDED BY TOTAL LEVY**

<table>
<thead>
<tr>
<th>Calculation</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COLLECTIONS</td>
<td>95.48%</td>
</tr>
</tbody>
</table>
### 2020 Nash County
**Motor Vehicles Only**

**Collected July 1, 2020 - January 31, 2021**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Levy</td>
<td>$4,162,941.86</td>
</tr>
<tr>
<td><strong>Beginning Rec</strong></td>
<td></td>
</tr>
<tr>
<td>YTD Levy &amp; Penalty</td>
<td>$ -</td>
</tr>
<tr>
<td>YTD Adjustments</td>
<td>$ -</td>
</tr>
<tr>
<td>(YTD Releases)</td>
<td>$ -</td>
</tr>
<tr>
<td>(YTD Disc/WO)</td>
<td>$ -</td>
</tr>
<tr>
<td>T &amp; TT LEVY</td>
<td>$4,162,941.86</td>
</tr>
<tr>
<td><strong>Total Levy</strong></td>
<td>$4,162,941.86</td>
</tr>
</tbody>
</table>

**Total Collections = YTD Payments - YTD Refunds**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD Payments</td>
<td>$ -</td>
</tr>
<tr>
<td>(YTD Refunds)</td>
<td>$ -</td>
</tr>
<tr>
<td>T &amp; TT Payments</td>
<td>$4,162,941.86</td>
</tr>
<tr>
<td><strong>Total Collections</strong></td>
<td>$4,162,941.86</td>
</tr>
</tbody>
</table>

**YTD Receivables = Total Levy - Total Collections**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Levy</td>
<td>$4,162,941.86</td>
</tr>
<tr>
<td>(Total Collections)</td>
<td>$(4,162,941.86)</td>
</tr>
<tr>
<td><strong>YTD Receivables</strong></td>
<td>$ -</td>
</tr>
</tbody>
</table>

**Collections Percentage = Total Collections Divided by Total Levy**

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Levy</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

### 2021 Nash County
**Motor Vehicles Only**

**Collected July 1, 2021 - January 31, 2022**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Total Levy</td>
<td>$4,315,096.59</td>
</tr>
<tr>
<td><strong>Beginning Rec</strong></td>
<td></td>
</tr>
<tr>
<td>YTD Levy &amp; Penalty</td>
<td>$ -</td>
</tr>
<tr>
<td>YTD Adjustments</td>
<td>$ -</td>
</tr>
<tr>
<td>(YTD Releases)</td>
<td>$ -</td>
</tr>
<tr>
<td>(YTD Disc/WO)</td>
<td>$ -</td>
</tr>
<tr>
<td>T &amp; TT LEVY</td>
<td>$4,315,096.59</td>
</tr>
<tr>
<td><strong>Total Levy</strong></td>
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</table>

**Total Collections = YTD Payments - YTD Refunds**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD Payments</td>
<td>$4,315,096.59</td>
</tr>
<tr>
<td>(YTD Refunds)</td>
<td></td>
</tr>
<tr>
<td>T &amp; TT Payments</td>
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</tr>
<tr>
<td><strong>Total Collections</strong></td>
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**YTD Receivables = Total Levy - Total Collections**

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**Collections Percentage = Total Collections Divided by Total Levy**

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</thead>
<tbody>
<tr>
<td>Total Levy</td>
<td>100.00%</td>
</tr>
</tbody>
</table>
Item: Refund Requests

Initiated By: Doris Sumner, Tax Administrator

Action Proposed: Approve as submitted

Description:

In compliance with North Carolina General Statutes Article 27, 105-381 the Tax Collector will submit to the governing body for their approval a list of any tax refunds after legitimacy of the refund has been established.
# REFUND REQUESTS
MARCH 7, 2022

1. **DOMINA ROGER E. KANDYCE A.**
   - NCO 2021: $119.60
   - RED OAK FD 2021: $12.50
   - TOTAL: $132.10

   PARCEL 105364 ERROR IN SQUARE FOOTAGE VALUE REDUCTION FROM $272,620 TO $254,770. VALUE DIFFERENCE OF $17,850.

2. **ORDESS JOSEPH M.**
   - SWF 2020: $125.00

   SOLID WASTE FEE INCORRECTLY CHARGED ON PERSONAL PROPERTY RECORD P00004194. MOBILE HOME HAS NO METER.

3. **NASH COUNTY TAX COLLECTOR**
   - SWF 2020: $125.00

   PARCEL 030535 OWNED BY LARRY EDWARD & MABLE L. MANN WAS INCORRECTLY CHARGED A SOLID WASTE IN 2020. HOUSE HAS NO METER. THIS CUSTOMER ACCOUNT OF 152000 HAS DELINQUENT TAXES ON REAL ESTATE AND THE REFUND WILL BE APPLIED TO THIS BALANCE.
Item: Establish Date for the Board of Equalization and Review

Initiated By: Doris Sumner, Tax Administrator

Action Proposed: Approve as recommended

Description:

As described in the North Carolina General Statute 105-322(e) the Board of Equalization and Review shall hold its first meeting no earlier than the first Monday in April and no later than the first Monday in May.

It is recommended that the board schedule the first meeting of the Board of Equalization and Review on Monday, May 2, 2022 at 11:00 a.m. and adjourn for the purpose of accepting appeals at its second meeting on June 6, 2022.