# BURKE COUNTY
# BOARD OF COMMISSIONERS
# PRE-AGENDA MEETING
# COMMISSIONERS' MEETING ROOM
# 110 N. GREEN STREET, ENTRANCE E
# YOUTUBE: BURKECOUNTYNC
# TUESDAY, SEPTEMBER 8, 2026
# 3:00 P.M.

Note: The pre-agenda meeting will serve as a review of items scheduled to be considered during the upcoming regular meeting, with the exception of items listed under "Action Items."

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**1. CALL TO ORDER**

**2. APPROVAL OF AGENDA**

**3. PRESENTATIONS**

1. BCSO - Burke County Sheriff's Department updates - Presented by Banks Hinceman, Sheriff

2. NCEIPD- National Disability Employment Awareness Month - Presented by Janet Hannah, Business Relations Representative, NCDHHS

3. Morganton DAV - Morganton Disabled American Veterans Chapter 43 - Presented by Laura Meadows, Certified Service Officer
   1st Junior Vice Commander
   Disabled American Veterans (DAV) Chapter 43

4. America 250 - Time Capsule Presentation - Presented by Ed Phillips, Discover Burke C.E.O.

5. TAX - 2027 Revaluation: Reappraisal and Schedule of Values Update - Presented by Travis Isaacs, Tax Administrator

6. CM - End of the Year Report (Place Holder) - Presented by Brian Epley, County Manager

**4. SCHEDULED PUBLIC HEARINGS**

1. CM -Economic Development Incentive- Ice Bear (Place Holder) - Presented by Brian Epley, County Manager

2. Finance - Community Development Block Grant for Infrastructure Improvements - Presented by Lindsay Stockman, Grants Program Manager

3. CM - Resolution of Support for Piedmont Affordable Senior Housing Foundation &

The Berkeley (Place Holder) - Presented by Brian Epley, County Manager

## 5. CONSENT AGENDA

1. C-PACE - Commercial Property Assessed Capital Expenditures Presentation - Presented by Kristin Bunn, Commercial Property Assessed Capital Expenditures (C-PACE)

2. CD- NC Great State Trails Grant - Presented by Sarah Chabaane, Planner - Trails Specialist

3. EM - Approval of LEPC Bylaws - Presented by Dominic Minor, Emergency Management Planner

4. 911- Burke County and WPCC MOU for Backup 911 PSAP and Telecommunicator Education and Workforce Training Program - Presented by Heather Joyner, 911 Director, and Ava Yamouti, Dean, Health & Public Services at WPCC

5. Finance - NC Governors Crime Commission Grant - Presented by Lindsay Stockman, Grants Program Manager

6. Clerk- Removal from Department of Social Services Advisory Board - Presented by Morgan Buchanan, Clerk to the Board

7. Clerk - Appointment/Removal from Parks and Rec Advisory Board - Presented by Morgan Buchanan, Clerk to the Board

8. Clerk- Reappointments and Removal for the Burke County Planning Board - Presented by Morgan Buchanan, Clerk to the Board

9. Clerk- Reappointments and Removals for the Burke County Board of Adjustments - Presented by Morgan Buchanan, Clerk to the Board

10. CM- Budget Amendment 4- Grant Awards - Presented by Brian Epley, County Manager

11. CM- Budget Amendment No. 5 Capital Improvements - Presented by Brian Epley, County Manager

12. CM- Budget Amendment No. 6- NC DHHS Funds - Presented by Brian Epley, County Manager

## 6. ITEMS FOR DECISION

1. Opioid- RFQ Facility Based Crisis Clinical Advisory Selection (Place Holder) - Presented by Dr. Katie Samuels, Opioid Response Director

2. Tax - Tax Release and Refund Report for Period Ending August 31, 2026 - Presented by Travis Isaacs, Tax Administrator

3. Tax - Tax Collection Report for Period Ending August 31, 2026 - Presented by Travis Isaacs, Tax Administrator

4. TA - Collector's Annual Settlement Report 2025-2026 - Presented by Travis Isaacs, Tax Administrator

**7. REPORTS AND COMMENTS**

**8. OTHER DISCUSSION ITEMS**

**9. ACTION ITEMS**

1. DSS - Departmental update for period ending July 31, 2026 - Presented by Korey Fisher-Wellman, DSS Director

2. HD - Health Department Quarterly Report for the period ending June 30, 2026. - Presented by Dr. Ashley Jarrett, Interim Health Director

3. BOC- Appointment of Interim Finance Director - Presented by Jeffrey C. Brittain, Chairman

4. BOC - Designation of Deputy Finance Officer - Presented by Jeffrey C. Brittain, Chairman

5. CM — Designation of Planning Director as Zoning Administrator - Presented by Brian Epley, County Manager

6. CM- Fall 2026 Citizens Academy Applicants - Presented by Brian Epley, County Manager

**10. ADJOURN**

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In accordance with ADA regulations, persons in need of an accommodation to participate in the meeting should notify the County Manager's office at 828-764-9350 at least forty-eight (48) hours prior to the meeting.

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**PRESENTATIONS**

**Subject Title: BCSO - Burke County Sheriff's Department updates**

**Presented by: Banks Hinceman**

**Summary of Information:** Sheriff Banks Hincemen will provide the Board of Commissioners a departmental update

**Strategic Plan Focus Area Alignment:**
**No. 3- Public Safety & Well Being**
To ensure the safety of our residents through efficient and effective public safety agencies.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To accept the report as presented**

# Burke County Sheriff's Office

Automated License Plate Readers:

FLOCK

1

# WHAT DOES FLOCK DO?

- Record vehicle sightings at a specific place and time with a photograph
- Capture license plates and vehicle characteristics
- Help authorized users find relevant vehicle evidence
- Provide leads for investigators to assess alongside other evidence
- NCIC releases hot lists four times a day and Flock provides real time alerts to the Communications Center for wanted persons, missing persons and stolen vehicles so that a deputy can be dispatched to the location of the hit. Deputies have access to alerts on the Flock App.

2

# WHAT FLOCK DOES **NOT** DO

- Flock does not identify people by their faces (facial recognition)
- Flock does not identify who is inside a vehicle
- Flock does not continuously track people, vehicles or cell phones
- Flock does not replace investigators or human judgment
- Flock customers cannot access a live video feed from an ALPR camera
- Flock is not used for red light and/or speed enforcement
- Flock does not connect to Department of Motor Vehicles (vehicle registration and driver's license information) or Division of Criminal Information (criminal history and personal information) records

3

# USE OF FLOCK

- Law enforcement purpose - any of the following:
  1. Actions related to criminal investigations and arrests
  2. Apprehending an individual with an outstanding felony warrant(s).
  3. Locating a missing or endangered person.
  4. Locating a lost or stolen vehicle.

4

## POLICY – DUE DILIGENCE

The Deputy must use due diligence to independently verify the information provided by Flock to ensure its accuracy before taking any law enforcement action.

5

## PROHIBITED USE OF FLOCK

- Invasion of Privacy
- Harassment or Intimidation
- Use Based on a Protected Characteristic (race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation or disability)
- Personal Use
- Infringement of First Amendment Rights

❖ Anyone who engages in an impermissible use of the ALPR (I.E. FLOCK) system or associated scan files, or hot lists will be subject to disciplinary action up to and may include termination.

6

## DISCLOSURE OF RECORDS

- Captured plate data is confidential and not a public record. Data shall not be disclosed except to a criminal justice officer at a State or local law enforcement agency or a similar official at a federal law enforcement agency for a legitimate law enforcement purpose pursuant to a written request from the requesting agency. Data will not be sold, accessed or used for any purpose other than legitimate law enforcement or public safety purposes.

7

## INTERNAL DATA SECURITY AND ACCESS

- All ALPR (I.E. FLOCK) data will be accessed through a system capable of documenting all information viewed, including the user's name, date and time of access.
- Every ALPR (I.E. FLOCK) search must be documented by either the associated agency case number or incident number, and/or a reason for the inquiry.
- Only trained agency members will be allowed access to the ALPR (I.E. FLOCK) system.
- Retention of data is 30 days.

8

# DATA DETECTION BROWSING AUDITS

- It is the responsibility of the Sheriff's designee to ensure that an audit is conducted of ALPR (I.E. FLOCK) detection browsing inquiries at least once per month. The Sheriff's designee is the Major who is responsible for all internal investigations.
- The audit shall be documented in the form of an internal agency memorandum directed to the Sheriff.
- The audit will take place once a month.

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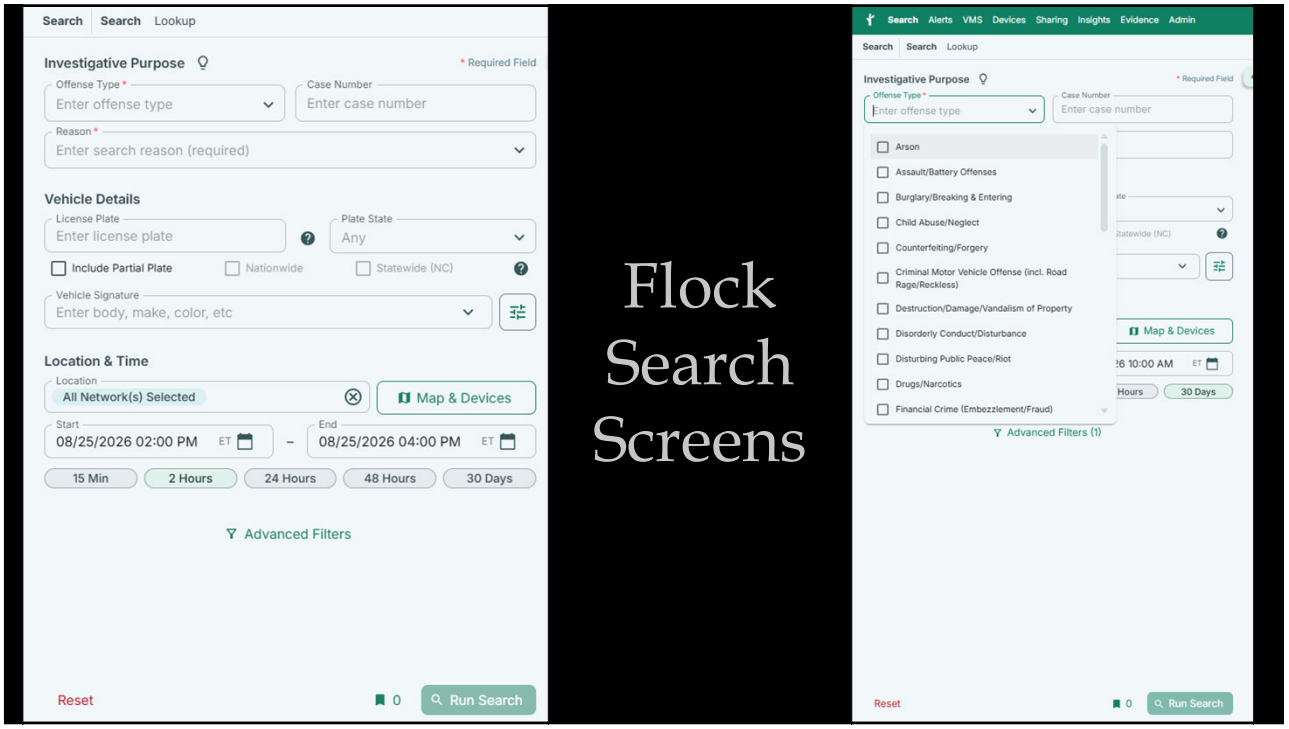


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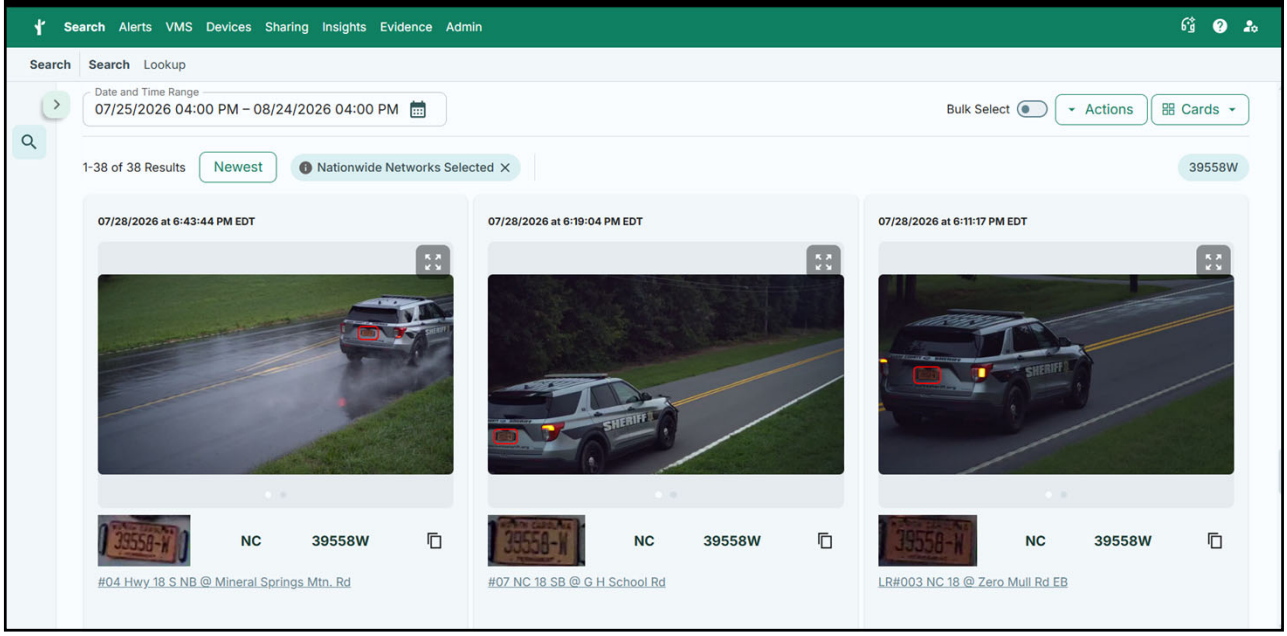
# Flock Search Results

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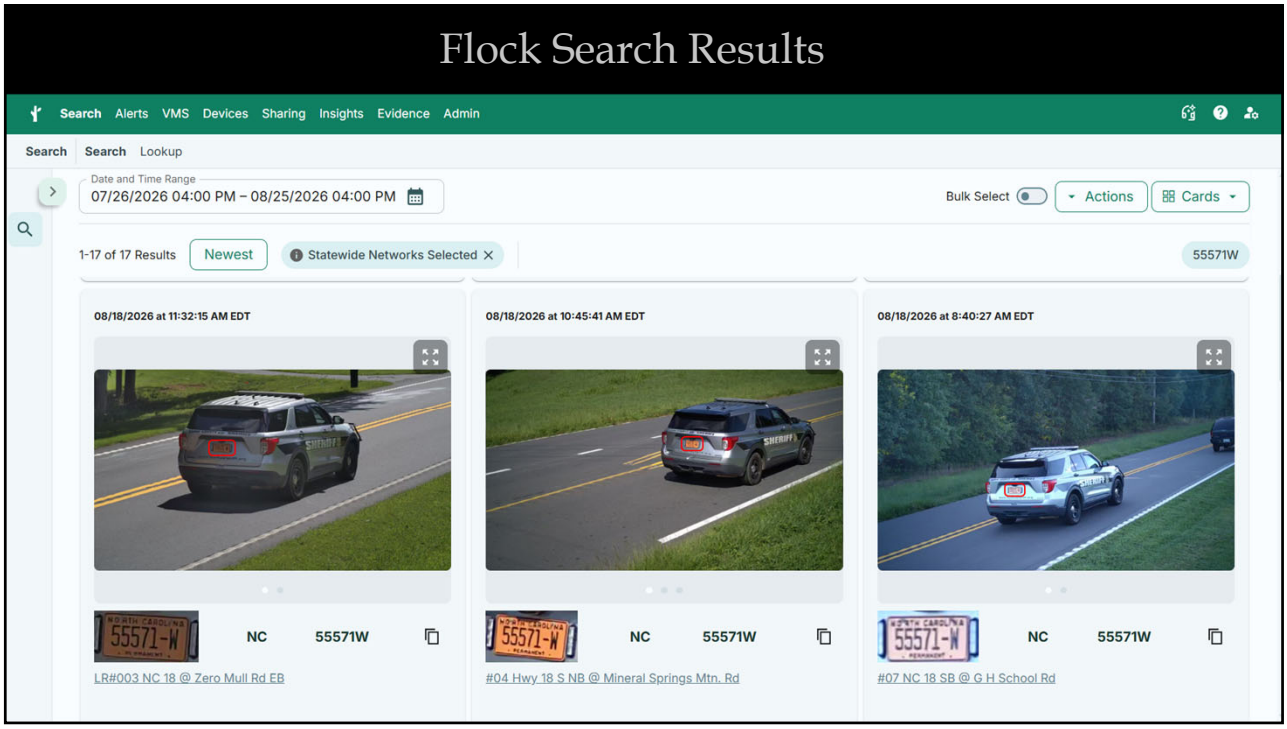
# Flock Search Results

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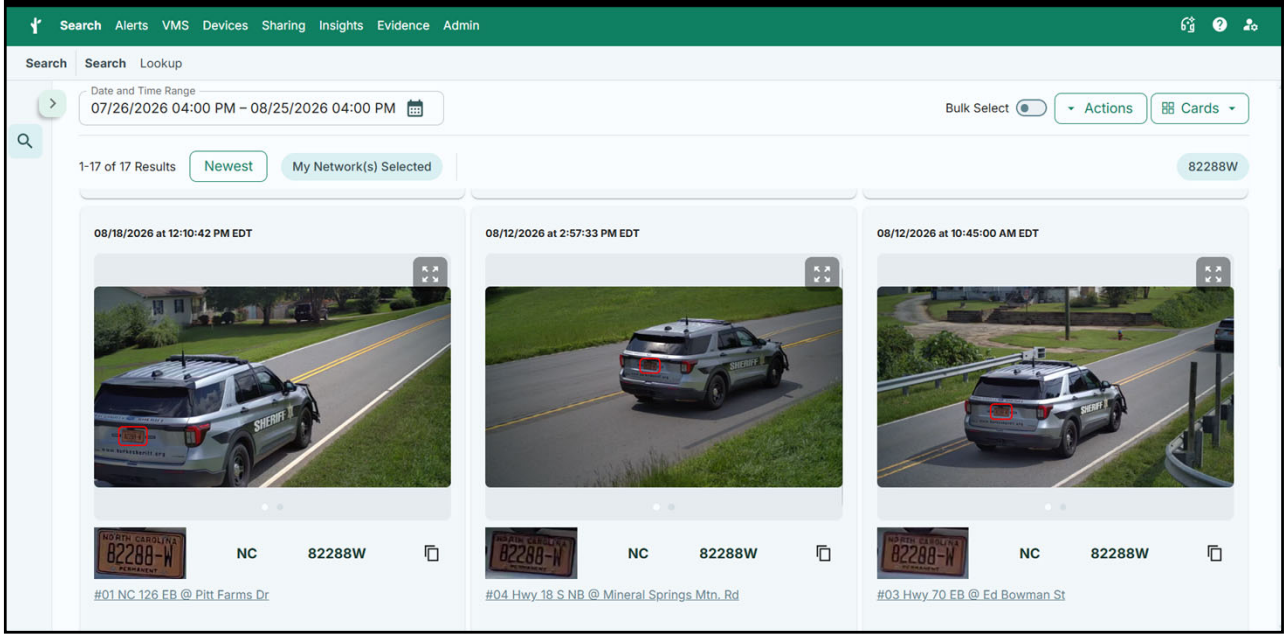
# Flock Search Results

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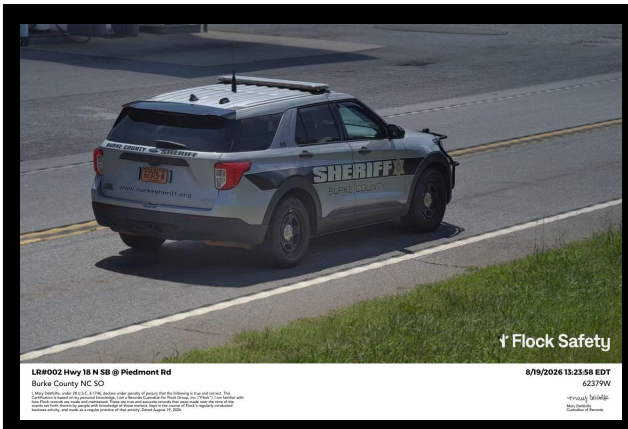
# What Flock cameras photos actually look like







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- For the 10 Flock cameras placed throughout Burke County, this provides coverage across approximately 511 square miles. Burke County encompasses a total of 1,703.14 miles of public streets and highways.
- The cost of the Flock cameras was $38,963.75 during the first year, which included a one-time implementation fee. The second year, the annual cost is $32,025.00.
- To date, Flock provided investigative leads that allowed us to seize $587,000 in illegal narcotics and recovered $156,000 in stolen vehicles.
- The type of cameras we have are the Flock Safety Falcon and they do not have the capability of video.




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## MORE INFORMATION

For more information, please visit the Flock website:

flocksafety.com

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**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**PRESENTATIONS**

**Subject Title: NCEIPD- National Disability Employment Awareness Month**

**Presented by: Janet Hannah**

**Summary of Information:** October is recognized as National Disability Employment Awareness Month to recognize the many contributions that people with disabilities, including those with mental health conditions and other nonobvious disabilities, make to America's workplaces and economy. The attached proclamation formally designates October for this observance with this year's theme "Celebrating Value and Talent."




**Strategic Plan Focus Area Alignment:**
**No. 1- Community Advancement**
To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To approve Proc No. 2026-12 declaring October as National Disability Employment Awareness Month. Take a commemorative photo**

**BURKE COUNTY**
**NORTH CAROLINA**

**PROCLAMATION RECOGNIZING**
**NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH**
**OCTOBER 2026**

**WHEREAS**, October 2026 marks the 81st anniversary of National Disability Employment Awareness Month, an annual observance recognizing the contributions of workers with disabilities and promoting inclusive employment practices; and

**WHEREAS**, National Disability Employment Awareness Month traces its history to 1945, when Congress established a weeklong observance recognizing people with physical disabilities, and it has since expanded to include individuals with all types of disabilities, including mental health conditions and other nonobvious disabilities; and

**WHEREAS**, the 2026 theme, "Celebrating Value and Talent," recognizes the skills, perspectives, and contributions that workers with disabilities bring to workplaces, communities, and the nation's economy; and

**WHEREAS**, workplaces that welcome and support the talents of all people strengthen businesses, expand economic opportunity, and help build a more inclusive and prosperous community; and

**WHEREAS**, National Disability Employment Awareness Month provides an opportunity for employers, schools, and community organizations to recognize the value of inclusive employment and to help ensure that individuals with disabilities have access to meaningful work, economic self-sufficiency, and full participation in community life; and

**WHEREAS**, Burke County affirms the importance of equal employment opportunity and recognizes the valuable contributions individuals with disabilities make throughout our workplaces and community.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the Burke County Board of Commissioners hereby recognizes October 2026 as **National Disability Employment Awareness Month** in Burke County and calls upon employers, schools, community organizations, and residents to participate in this observance and support efforts that expand meaningful employment opportunities for individuals with disabilities throughout the year.

Approved this 21st day of September, 2026.

_____

Jeffrey C. Brittain, Chairman
Burke County Board of Commissioners

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**PRESENTATIONS**

**Subject Title: Morganton DAV - Morganton Disabled American Veterans Chapter 43**

**Presented by: Laura Meadows**

**Summary of Information:** DAV is dedicated to a single purpose: empowering veterans to lead high-quality lives with respect and dignity by helping them obtain benefits and services.
Locally:
We provide trained service officers to help veterans navigate their Veterans benefits and provide counseling to veterans with claims and appeals during our Saturday Service Officers Hours.
We provide free transportation to VA hospital appointments.

**Strategic Plan Focus Area Alignment:**
N.A.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** N.A.

**Legal Review:** N.A.

**Suggested Motion: To receive the presentation as given.**

# Disabled American Veterans

# Chapter 43

2779 DAV Ave

Morganton NC 28655

Chartered February 29, 1956

The Disabled American Veterans (DAV) is a 501(c)(4)

## Service Officer hours

Every Saturday 9 – 11 am

## Women Veterans Meeting

3rd Friday, Jan to Oct – 6 pm

## Monthly Dinner Meeting

4th Thursday, Jan to Oct – 6 pm

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**PRESENTATIONS**

**Subject Title: America 250 - Time Capsule Presentation**

**Presented by: Ed Phillips**

**Summary of Information:** The Burke County America 250 Committee will present plans for a time capsule commemorating life in Burke County during America's 250th anniversary year. Filled with everyday items that reflect the culture, community, and experiences of 2026, the capsule will be displayed in the Register of Deeds lobby before being sealed until July 4, 2076—the nation's 300th anniversary.

**Strategic Plan Focus Area Alignment:**
N.A.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** N.A.

**Legal Review:** N.A.

**Suggested Motion: To accept the presentation as given**

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**PRESENTATIONS**

**Subject Title: TAX - 2027 Revaluation: Reappraisal and Schedule of Values Update**

**Presented by: Travis Isaacs, Tax Administrator**

**Summary of Information:** The Schedule of Values, Standards, and Rules (SOV) establishes the methods, rates, and procedures used by the Assessor's Office to ensure properties throughout the county are appraised consistently and equitably. It includes guidance for land and neighborhood values, building costs and depreciation, present-use value rates, and the valuation of commercial and other special properties.

**Strategic Plan Focus Area Alignment:**
**No. 1- Community Advancement**
To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To receive the presentation regarding Burke County's Real Property Reappraisal and Schedule of Values as given.**

Burke COUNTY

# September 2027 Reappraisal/Schedule of Values Update

Travis Isaacs, Tax Administrator

September 8, 2026

1

## What Is a Revaluation?

$

**North Carolina law** (G.S. 105-286) requires every county to periodically reappraise all real property so that assessed values reflect current market value.

| Why it's required | Burke County's cycle | What gets updated |
|---|---|---|
| Without revaluation, some property owners end up paying more (or less) than their fair share as market values drift apart over time. | Burke County last revalued in 2023 and has moved to a 4-year cycle — this revaluation takes effect **January 1, 2027**. | Land and building values for every parcel in the county are reviewed and updated to reflect market conditions as of January 1, 2027. |



2

# Why This Matters to You

**A higher assessed value does NOT automatically mean a higher tax bill.**

Your tax bill = Assessed Value × Tax Rate — and the tax rate is set separately by the Board of Commissioners each year during the budget process.

### Fairness

Uniform, up-to-date values ensure the property tax burden is distributed fairly across all owners.

### Transparency

The SOV is public record — anyone can review the standards and rates used to value their property.

### Your input matters

The public hearing, and the appeal process that follows, are your opportunities to be heard.



3

# What Is the Schedule of Values (SOV)?

### In plain terms:

The Schedule of Values, Standards, and Rules (SOV) is the manual the Assessor's Office uses to appraise every property in the county the same way. It sets the rates, tables, and procedures for valuing land, homes, farms, and businesses — so two similar properties are valued consistently, whoever appraises them.



**Required by N.C.G.S. 105-317 before every revaluation**

### It covers:

- Land value & neighborhood tables
- Building cost & depreciation schedules
- Present-use value rates for farmland
- Rules for special properties (income, commercial)



4

# Who Is Doing the 2027 Revaluation?

**Burke County's 2027 revaluation is being conducted entirely in-house by the County's own Tax Office — no outside vendor contract required.**

**Our Team**

4 licensed real property appraisers plus 1 data analysis team member — all Burke County staff

**Local Knowledge/Task Force Committee**

Our appraisers know Burke County's neighborhoods and sales activity firsthand — no learning curve required

**Scope of Work**

Field data collection, appraisal, appeals support, and delivery of final values — for all 60,000 parcels, start to finish



5

# What Outside Vendors Charge NC Counties

| | |
|---|---|
| **Pender County** | $44 per parcel • $2.3M contract for ≈50,000 parcels (Vincent Valuations, 2023) |
| **Alamance County** | ≈$32 per parcel • ≈$2.57M contract for ≈80,000 parcels (Vincent Valuations, 2027 revaluation) |
| **NC Statewide Average** | $18.46 per parcel — average revaluation budget, 2008 and later (UNC School of Government) |
| **If Burke Outsourced** | 60,000 parcels × recent NC contract rates ≈ $1.9M – $2.6M for a one-time vendor contract |
| **Burke's Actual Approach** | **In-house team, already on staff — no added contract cost to taxpayers** |

*Sources: Pender County and Alamance County board-approved reappraisal contracts (2023, 2025); UNC School of Government, A Citizens' Guide to the Revaluation and Assessment of Real Property in North Carolina.*



6

# A Cost Saver for Burke County Taxpayers

**Completing the revaluation in-house is projected to save Burke County taxpayers an estimated $1.9M – $2.6M compared to hiring an outside firm.**

**Our Team**

4 licensed real property appraisers plus 1 data analysis team member — all Burke County staff

**What a Vendor Would Cost**

60,000 parcels × recent NC vendor rates ($32–$44/parcel) ≈ $1.9M–$2.6M, one time

**Net Savings**

No new contract awarded — the same scope of work, completed with existing, already-budgeted staff



7

# How the 2027 Schedule of Values Is Completed and Used in 5 Phases

1 Field Data Collection → 2 Sales & Market Analysis → 3 Building the Schedule of Values → 4 Applying Values & Quality Review → 5 Delivery & Appeals Support

Burke County's in-house appraisal team manages each phase of the reappraisal, from the first property visit to the final values delivered to the Board. The next few slides walk through what happens at each stage.



8

# Phase 1: Field Data Collection

## What gets collected:

- Property characteristics — size, age, condition, construction quality
- On-site measurements and verification for commercial and residential properties
- Building permit records and aerial photo review for residential properties
- Confirmation of any additions, renovations, or changes since the last revaluation



Field data collection completed Spring 2026



9

# Phase 2: Sales & Market Analysis

**1 Verified Sales**

Recent, arms-length property sales across the county are confirmed and screened to ensure they reflect true market transactions.

**2 Neighborhood Delineation**

Properties are grouped into market areas — neighborhoods — where values tend to move together.

**3 Ratio Studies**

Sale prices are compared to current assessed values to measure how closely values track the market.

**4 Time & Trend Adjustments**

Sales are adjusted to a common valuation date so seasonal or year-over-year market shifts don't skew results.



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SALES RATIO STUDY · 2023 SOV, TRENDED TO 2026

# Vacant Land

Bldg + Misc Improvement = 0 · 1,252 sales



11

## Vacant Land — Median Sales Ratio by Year

*Bldg + Misc Improvement = 0 · 2023 SOV, trended to 2026*

| Township | SR 2023 | SR 2024 | SR 2025 | SR 2026 |
|---|---|---|---|---|
| Drexel | 0.964 | 0.932 | 0.965 | 1.084 |
| Icard | 0.886 | 0.897 | 0.811 | 0.736 |
| Jonas Ridge | 0.859 | 0.950 | 0.726 | 0.666 |
| Linville | 0.794 | 0.760 | 0.736 | 0.724 |
| Lovelady | 0.933 | 1.030 | 0.882 | 0.915 |
| Lower Creek | 0.876 | 0.677 | 0.609 | 0.513 |
| Lower Fork | 0.773 | 0.742 | 0.624 | 0.933 |

| Township | SR 2023 | SR 2024 | SR 2025 | SR 2026 |
|---|---|---|---|---|
| Morganton | 0.911 | 0.935 | 0.960 | 0.699 |
| Quaker Meadows | 0.713 | 0.940 | 0.739 | 0.639 |
| Silvercreek | 0.963 | 0.745 | 0.570 | 0.739 |
| Smokey Creek | 0.755 | 0.770 | 0.653 | 0.928 |
| Upper Creek | 1.092 | 0.634 | 0.466 | — |
| Upper Fork | 0.990 | 0.769 | 0.655 | 0.730 |



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## Vacant Land — Sale Ratio & Trended SR (to 2026)

*Bldg + Misc Improvement = 0 · Sales ratio untrended 2026*

| Township | Sale Ratio | Trended SR | # of Sales |
|---|---|---|---|
| Drexel | 0.99 | 1.08 | 46 |
| Lower Fork | 0.71 | 0.93 | 91 |
| Smokey Creek | 0.75 | 0.93 | 23 |
| Lovelady | 0.94 | 0.92 | 220 |
| Silvercreek | 0.75 | 0.74 | 127 |
| Icard | 0.87 | 0.74 | 331 |
| Upper Fork | 0.77 | 0.73 | 25 |

| Township | Sale Ratio | Trended SR | # of Sales |
|---|---|---|---|
| Linville | 0.77 | 0.72 | 94 |
| Morganton | 0.91 | 0.70 | 144 |
| Jonas Ridge | 0.83 | 0.67 | 20 |
| Quaker Meadows | 0.76 | 0.64 | 62 |
| Lower Creek | 0.64 | 0.51 | 53 |
| Upper Creek | 0.78 | — | 16 |



13

SALES RATIO STUDY · 2023 SOV, TRENDED TO 2026

# All Sales

Improved + Vacant combined · 4,641 sales



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# All Sales — Median Sales Ratio by Year

*Improved + Vacant combined · 2023 SOV, trended to 2026*

| Township | SR 2023 | SR 2024 | SR 2025 | SR 2026 |
|---|---|---|---|---|
| Drexel | 0.827 | 0.821 | 0.778 | 0.807 |
| Icard | 0.849 | 0.774 | 0.747 | 0.723 |
| Jonas Ridge | 0.821 | 0.749 | 0.750 | 0.745 |
| Linville | 0.783 | 0.752 | 0.730 | 0.726 |
| Lovelady | 0.851 | 0.808 | 0.787 | 0.805 |
| Lower Creek | 0.820 | 0.692 | 0.640 | 0.697 |
| Lower Fork | 0.823 | 0.688 | 0.673 | 0.778 |

| Township | SR 2023 | SR 2024 | SR 2025 | SR 2026 |
|---|---|---|---|---|
| Morganton | 0.839 | 0.757 | 0.762 | 0.780 |
| Quaker Meadows | 0.870 | 0.785 | 0.746 | 0.770 |
| Silvercreek | 0.831 | 0.704 | 0.713 | 0.758 |
| Smokey Creek | 0.763 | 0.842 | 0.733 | 0.729 |
| Upper Creek | 0.745 | 0.798 | 0.629 | 0.764 |
| Upper Fork | 0.785 | 0.619 | 0.763 | 0.684 |



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# All Sales — Sale Ratio & Trended SR (to 2026)

*Improved + Vacant combined · 2023 SOV, trended to 2026*

| Township | Sale Ratio | Trended SR | # of Sales |
|---|---|---|---|
| Drexel | 0.81 | 0.81 | 295 |
| Lovelady | 0.81 | 0.80 | 589 |
| Morganton | 0.79 | 0.78 | 1040 |
| Lower Fork | 0.74 | 0.78 | 241 |
| Quaker Meadows | 0.79 | 0.77 | 338 |
| Upper Creek | 0.73 | 0.76 | 64 |
| Silvercreek | 0.74 | 0.76 | 487 |

| Township | Sale Ratio | Trended SR | # of Sales |
|---|---|---|---|
| Jonas Ridge | 0.78 | 0.74 | 77 |
| Smokey Creek | 0.76 | 0.73 | 46 |
| Linville | 0.75 | 0.73 | 232 |
| Icard | 0.78 | 0.72 | 1001 |
| Lower Creek | 0.70 | 0.70 | 147 |
| Upper Fork | 0.73 | 0.68 | 84 |



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# Phase 3: Building the Schedule of Values

Market data from Phases 1 and 2 is translated into the standardized rates and tables that make up the Schedule of Values — the same manual every appraiser uses to keep values consistent countywide.

| Land Value Tables | Cost & Depreciation Schedules | Income Models |
|---|---|---|
| Built from vacant land sales and neighborhood analysis to set per-acre or per-lot land rates. | Replacement cost tables for buildings, adjusted for age and condition to reflect current construction costs. | For commercial and income-producing properties, rental income and expense data support value estimates. |



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# Phase 4–5: Applying Values & Quality Review

**The Schedule of Values is applied to every parcel, then tested for accuracy before anything is finalized.**

### Model Application

The Schedule of Values is applied consistently to every property using the County's CAMA system.

### Statistical Testing

Sales-ratio studies, Coefficient of Dispersion, and Price-Related Differential confirm values are accurate and uniform.

### Notice of Value Mailing

Once final values are confirmed, Notices of Value are mailed to every property owner — expected February 2027.

### Appeals Support

Burke County's Tax Office supports the informal review and appeals process once notices are mailed to owners.



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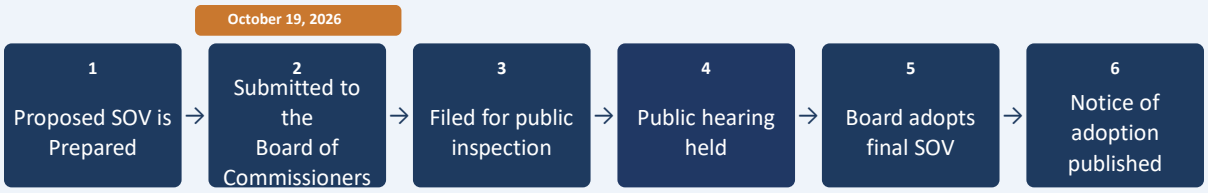
# The Legal Process (N.C.G.S. § 105-317)




The Assessor must submit the proposed SOV at least 21 days before this hearing. After adoption, the Board's Order must be published for four consecutive weeks, with the last publication at least 7 days before the deadline to appeal the Schedule's validity.



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# Key Dates for the 2027 Schedule of Values

| | |
|---|---|
| **Oct 19, 2026** | **Schedules delivered to the Board (N.C.G.S. 105-317)** |
| **Oct 21, 2026** | Notice of Public Hearing published |
| **Nov 16, 2026** | Public hearing on proposed Schedules & Adoption |
| **Nov 18, 2026** | Notice of adoption published (4 consecutive weeks |
| **Nov 18-Dec 16, 2026** | Notice of Adoption published (4 consecutive weeks) |
| **Dec 16, 2026** | Last day to challenge the Schedule's validity (NC Property Tax Commission) |



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# Thank You

Questions & Comments Welcome

**Burke County Tax Department**

200 Avery Avenue, Morganton, NC 28655

828-764-9430 • travis.isaacs@burkenc.org

https://www.burkenc.org/1199/Real-Estate

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**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**PRESENTATIONS**

**Subject Title: CM - End of the Year Report (Place Holder)**

**Presented by: Brian Epley, County Manager**

**Summary of Information:** The Year End Report for FY 25-26 will be presented at the regular meeting

**Strategic Plan Focus Area Alignment:**
N.A.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To accept the report as presented.**

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**SCHEDULED PUBLIC HEARINGS**

**Subject Title: CM -Economic Development Incentive- Ice Bear (Place Holder)**

**Presented by: Brian Epley, County Manager**

**Summary of Information:** Project Ice Bear is a proposed manufacturing project that would establish a new facility in Burke County, representing an estimated $16.9 million investment over three years and creating approximately 37 new jobs with an average annual salary of $64,716. Subject to public input and Board approval, Burke County proposes an economic development incentive equal to no more than 40% of the ad valorem tax revenues generated by qualifying net new real and personal property associated with the project over a three-year period. Based on the anticipated investment, the total incentive is estimated at approximately $87,270, with annual grants appropriated from the County's General Fund Reserve.

**Strategic Plan Focus Area Alignment:**

**No. 1- Community Advancement**

To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**No. 2- Economic Growth & Sustainment**

Promotion of Burke County as a business and economic center in the region through recruitment of new industry, creating a healthy business climate through existing businesses.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To approve the proposed Economic Development Incentive Package for Project Ice Bear per N.C. G.S. 158.7**

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**SCHEDULED PUBLIC HEARINGS**

**Subject Title: Finance - Community Development Block Grant for Infrastructure Improvements**

**Presented by: Lindsay Stockman, Grants Program Manager**

**Summary of Information:** Following the widespread damage caused by Hurricane Helene in September 2024, HUD allocated more than $1.4 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to North Carolina to address unmet recovery needs and strengthen community resilience. The N.C. Department of Commerce, Division of Community Revitalization, established the $193.5 million Community Infrastructure (CI) Program to fund eligible infrastructure projects in impacted areas. Burke County intends to apply for funding through the CI Program and is seeking Board of Commissioners approval to submit the application.

**Strategic Plan Focus Area Alignment:**
**No. 3- Public Safety & Well Being**
To ensure the safety of our residents through efficient and effective public safety agencies.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To approve the request to apply and submit the CDBG application in the amount of $15,000,000 and authorize the Chairman to execute the application on behalf of the board.**

BURKE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
NOTICE OF FIRST PUBLIC HEARING

The Burke County Board of Commissioners is holding a Public Hearing in order to receive citizen input in the development of Community Development Block Grant (CDBG) applications for the coming year. These applications are to be submitted to the North Carolina Department of Commerce. CDBG funds may be used for a variety of different activities including: Neighborhood Revitalization (NR), Economic Development (ED), Infrastructure, Community Housing, Demolition of publically owned dilapidated buildings in order to create re-usable industrial sites, and Disaster Recovery (DR) including support to help communities deal with recovery from Hurricane Helene. All projects must predominately benefit low- and moderate-income persons.

The Public Hearing will be held at the pre-agenda meeting on Tuesday, September 8, 2026 at 3:00 pm in the Commissioners' Meeting Room 110, 110 N. Green Street, Entrance E, Morganton, NC 28655.

Burke County holds all public meetings in accessible rooms. All interested persons are invited to attend this hearing. Auxiliary aids will be supplied to the disabled if requested five days prior to the public hearing. Person needing special assistance or non-English speaking persons desiring to participate in this hearing should contact Morgan Buchanan, Clerk to the Board, at 828-764-9350 or 1-800-735-0533 (TDD/TTY) for the hearing impaired.

Esta Informacion esta disponible en espanol on en cualquier otro idioma bajo peticion. Por favor, pongase encontacto con Paloma Garcia Serrano al 828-485-4281 o en Western Piedmont Council of Governments, 1880 2nd Ave NW, Hickory, NC 28801. De alojamiento para esta solicitud.




---

**Please print above dotted line as soon as possible but no later than August 28, 2026**

Please provide an affidavit.

Non-legal block ad.
Fair Housing
HUD logos.

If you have any questions, please call Kyle Case @ (828)485-4285

Thank you.

NC DEPARTMENT of COMMERCE
COMMUNITY REVITALIZATION

RenewNC
INFRASTRUCTURE

# North Carolina Department of Commerce
# Division of Community Revitalization
# Community Infrastructure (CI) Program
# Policies and Procedures

Version 3.0 – August 10, 2026

# Revision History

| VERSION | DATE | REVISION DESCRIPTION |
|---|---|---|
| 1.0 | January 27, 2026 | Initial Version |
| 2.0 | July 8, 2026 | • Added RARAP link<br>• Added glossary<br>• Formatting changes<br>• Minor language edits<br>• Significant additions to be consistent with Renew NC Programs<br>• Added language based on HUD rubric |
| 3.0 | August 10, 2026 | • 3.2 National Objective rewording for clarity and link additional resources<br>• 3.2.2 Section Topic Update from Mitigation to Alternative National Objective<br>• 3.2.2.2 Rewording of minimal monitor<br>• 3.3 Eligible Entities Language<br>• 3.4 Eligible Properties and Sites clarification<br>• 3.6 Mitigation Requirements section moved here<br>• 3.7. Cost Guidance section number update<br>• 3.8 Ineligible Activities section number update, and rewarding<br>• 3.9 Timely expenditure of funds section number update<br>• 3.10 Order of assistance section number update and section alignment with other Renew Programs<br>• 3.10.1 Offsetting Awards and Monitoring section number update and alignment<br>• 3.11 Site Control section number update and section alignment with other Renew Programs; site feasibility removed<br>• 10.6 Local Government Citizen participation requirement update<br>• Appendix A added |

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# Renew NC Grants Programs Glossary of Terms

A full and comprehensive Glossary of Terms can be found on the North Carolina Department of Commerce – Division of Community Revitalization's website.

# Section 1: Overview

## 1.1 Introduction

In response to the widespread damage caused by Hurricane Helene in September 2024, the U.S. Department of Housing and Urban Development (HUD) allocated $1,428,120,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to the State of North Carolina (the State) as appropriated by Public Law 118-158. This allocation addresses unmet needs and promotes resilient recovery in counties designated as the Most Impacted and Distressed (MID) areas.

To maximize the coordination of recovery and rebuilding efforts throughout North Carolina's MID areas, the Governor directed that the North Carolina Department of Commerce – Division of Community Revitalization (DCR) be the lead agency. DCR was thus charged with overseeing the recovery effort across State agencies and with units of local government.

DCR outlined the use of these disaster recovery funds by creating a suite of recovery programs, published in the State's Action Plan for Use of Community Development Block Grant Program Disaster Recovery funds which was submitted and approved by HUD. The Action Plan included creating programs to address community recovery and to address the significant damage to the State's critical infrastructure. To meet these recovery challenges, the State established the Community Infrastructure (CI) Program as a core component of the HUD-approved 2025 North Carolina Action Plan[1] for Disaster Recovery.

## 1.2 Program Overview

The CI Program is a $193,500,000 competitive grant initiative. The Program is designed to provide funding for infrastructure projects that will help impacted communities become more resilient to current and future natural hazards. As outlined in HUD's 2025 Revised Universal Notice, at least 80% of the CDBG-DR funding awarded to the State must be spent to benefit the HUD-identified MID areas, with up to 20% permitted to benefit the State-identified MID areas. Funding may cover up to 100% of project costs, but the preference will be for projects that leverage other funding sources.

[1] State of North Carolina Action Plan | DCR

CI Program activities must demonstrate a direct or indirect tie-back to the impacts of Hurricane Helene or be a mitigation activity funded through the mitigation set-aside. A tie-back refers to a clear and documented connection between the proposed activity and the impacts of the disaster, such as physical damage or vulnerability revealed or exacerbated by Hurricane Helene. Mitigation activities are those that increase resilience to future disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship. All Program activities must also meet a national objective as required by the CDBG-DR regulations at 24 CFR 570.483 and the 2025 Revised Universal Notice.

Both general-purpose local government units and special-purpose entities may apply to CI's competitive grant program, provided they meet program criteria (see section 3) and are in eligible areas (see section 3.4). Non-profit organizations are not eligible applicants for these funds.

Examples of local government units include:

- Counties (e.g., Rutherford County)
- Municipalities such as cities, towns, or villages (e.g., City of Rutherfordton)
- State recognized tribal governments

Examples of local government entities:

- Water and Sewer Authorities
- Transit Agencies
- Park or Recreation Districts

Eligible activities include, but are not limited to:

- Restoration of critical services and infrastructure (such as water and sewer facilities, streets, provision of permanent generators, bridges, etc.);
- Demolition, rehabilitation, or construction of programmatically eligible public or semi-public facilities (such as fire stations, shelters, food banks);
- Flood control and drainage repair and improvements, including the construction or rehabilitation of storm water management system;
- Acquisition (e.g., easement, right-of-way [ROW], etc.);
- Rehabilitation of schools, health care centers, water or wastewater facilities, drainage improvements, etc.;
- Related site preparation and infrastructure improvements;
- Soft costs such as architectural and engineering fees; and
- Compliance with HUD environmental, construction, and accessibility requirements.

## 1.3 Program Authority

The CI Program is governed by:

- HUD's 2025 Revised CDBG-DR Universal Notice;
- HUD Memorandum 25-02, issued March 19, 2025;
- HUD's Allocation Announcement Notice (AAN)
- The Housing and Community Development Act of 1974;
- The Disaster Relief Supplemental Appropriations Act, 2025 (Public Law 118-158, Division B, December 21, 2024);
- 24 CFR Part 570, including Subpart I for state-administered CDBG programs;
- 2 CFR Part 200, Uniform Administrative Requirements;
- Robert T. Stafford Act provisions;
- Any future or amended HUD guidance;
- Applicable federal environmental, labor, nondiscrimination, and relocation regulations.

The North Carolina Department of Commerce (NCDOC) Division of Community Revitalization (DCR) is the designated and lead administrator for the CI Program. DCR ensures compliance with all federal and state mandates and will manage program implementation, oversight, reporting, and monitoring.

## 1.4 Funding Structure

| Component | Allocation | Award Range |
|---|---|---|
| Unmet Needs (National Objective Needed) | $174,872,300 | $500,000 – $15,000,000 |
| Mitigation Set Aside Allocation | $18,627,700 | Used for cost-effective risk reduction measures |
| **Total** | **$193,500,000** | *N/A* |

Most CDBG-DR appropriations under this program require funds to be used for necessary disaster relief, long-term recovery, and infrastructure restoration in the most affected and distressed areas. Projects must be financially feasible and are encouraged to leverage other funding sources. DCR may revise the final amount of CDBG-DR funding awarded to any project based on funding availability, project feasibility, and alignment with program objectives.

## 1.5 Purpose of Guide

This Program Guide serves as the authoritative manual for the implementation of the CI Program. It is intended for use by subrecipients, contractors, and other program stakeholders.

Specifically, this Guide:

- Defines eligibility criteria for applicants, sites, and activities;
- Describes the application, evaluation, and award process;
- Outlines program funding limits;
- Establishes standards for environmental review, construction, and statutory compliance;
- Ensures adherence to all applicable federal and state regulations, including the 2025 Revised CDBG-DR Universal Notice under which this allocation falls.

The contents of this Guide are subject to revision based on HUD guidance, amendments to North Carolina's Action Plan, or programmatic updates or changes.

# Section 2: Program Administration

## 2.1 Roles and Responsibilities

DCR will administer the CI Program through direct implementation and contracted support services. Program activities must comply with the requirements set forth in:

- HUD's 2025 Revised Universal Notice[2], published at 90 FR 1754 (January 8, 2025), and as amended by HUD Memorandum 25-02 (March 19, 2025)[3],
- 24 CFR Part 570
- 2 CFR Part 200 (to the extent applicable),
- The State's HUD-approved CDBG-DR Action Plan for Helene funding.

### 2.1.1 North Carolina Department of Commerce (NCDOC) Division of Community Revitalization (DCR) Responsibilities

- Serving as the program administrator and CDBG-DR fund manager;
- Issuing Notices of Funding Opportunity (NOFOs) and application materials;
- Overseeing application intake, eligibility determination, and award determinations;
- Conducting cost reasonableness reviews for each application determined responsive to a NOFO;
- Executing necessary documents with selected subrecipients;
- Providing technical assistance throughout the application and construction process;
- Monitoring construction progress and budgets;
- Ensuring program compliance with all federal and state mandates and managing program implementation and oversight; and

[2] Universal-Notice-CDBG-DR-Signed-English.pdf
[3] HUD Memorandum 25-02

- Reporting to HUD on program expenditures, milestones, and deliverable outcomes through the Disaster Recovery Grant Reporting (DRGR) system.

### 2.1.2 Local Units of Government and Government Entities / Subrecipients Responsibilities

- Submitting complete applications, including all required documentation;
- Complying with all program requirements and cross-cutting federal laws;
- Developing and implementing policies, procedures, and processes to deliver and maintain projects;
- Undertaking construction in accordance with approved plans, codes, and timelines;
- Ensuring timely contribution of any leveraged financial resources consistent with approved application;
- Providing all necessary invoice and cost information to DCR to enable timely payment of CDBG-DR funds;
- Maintaining documentation of compliance and submitting required reports to DCR.

### 2.1.3 Third-Party Consultants / Contractors (if applicable) Responsibilities

- Supporting DCR with various tasks, including potentially environmental review and construction inspections;
- Providing application intake support or outreach under DCR direction;
- Assisting with financial or performance monitoring, as assigned by DCR.

# Section 3: Applicant and Project Eligibility

## 3.1 “Tie-back” to Hurricane Helene

CI Program activities must demonstrate a direct or indirect tie-back to the impacts of Hurricane Helene or be a mitigation activity funded through the mitigation set-aside. A tie-back refers to a clear and documented connection between the proposed activity and the impacts of the disaster, such as physical damage or vulnerability revealed or exacerbated by Hurricane Helene. Tie-back must be established through methods such as damage assessments, insurance claims, Federal Emergency Management Agency (FEMA) data, or other verifiable evidence. Mitigation activities are those that increase resilience to future disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship.

## 3.2 Meeting a National Objective

All activities funded through the CI Program must comply with the national objective requirements established in 24 CFR 570.483 and the 2025 Revised Universal Notice. Under this program, each CDBGDR–funded activity must satisfy one of the applicable national objectives. For the CI Program, DCR specifies that the Low- and Moderate-Income Area (LMA) and Low- and Moderate-Income Clientele (LMC) objectives are the primary pathways for demonstrating eligibility, with Urgent Need (UN) and preventing or eliminating slums and blight (Slum/Blight) available as secondary pathways to eligibility. This is because DCR is required to spend at least 70% of the CDBG-DR funds for activities that meet a LMI national objective.

An activity will be considered to address the objective of benefiting LMI persons if it meets one of the criteria in paragraph (b) of 24 CFR 570.483 (available in Appendix A), unless there is **substantial evidence** to the contrary. The activities, when taken as a whole, must not benefit moderate-income persons to the exclusion of low-income persons.

**Substantial evidence**, in this context, refers to credible, objective, and verifiable information, directly related to a specific activity, that demonstrates it does NOT meet the LMI national objective, despite satisfying one of the criteria under 24 CFR 570.483(b). Evaluations must consider the full range of direct effects, including beneficiary demographics and economic outcomes. Such evidence may override the presumption that an activity qualifies under LMI, but only if: credible, objective, and verifiable information, directly related to a specific activity, that demonstrates it does NOT meet the LMI national objective, despite satisfying one of the criteria under 24 CFR 570.483(b). Evaluations must consider the full range of direct effects, including beneficiary demographics and economic outcomes. Such evidence may override the presumption that an activity qualifies under LMI, but only if:

- The data source is reliable and current (e.g., census, ACS, surveys, financial records, demographic studies).
- The analysis is directly applicable to the program area or population.
- The findings are supported by transparent methodology (e.g., survey design, statistical sampling, income verification).
- It accurately addresses whether an area served has less than 51 % LMI residents, or that the activity primarily benefits moderate-income individuals, excluding low-income persons.

Income limits for CDBG-DR programs can be generated on HUD's website using the qualified census tract table generator.

All applicants must also identify specific mitigation actions as part of the basic application and include costs in the funding request. Mitigation specific requirements can be found in section 3.25.

### 3.2.1 Primary National Objectives – Low- and Moderate-Income Areas (LMA) or Limited Clientele (LMC)

#### *3.2.1.1 Low- and Moderate-Income Area Benefit (LMA)*

To meet the LMA objective, the following criteria must be met:

- An activity, the benefits of which are available to all the residents in a particular area, where at least 51% of the residents are LMI persons.

Required Documentation:

- Map(s) showing the boundaries of the service area; and
- Narrative justification describing why the service area is reasonable given the activity and how the activity will benefit all residents within the area.

#### *3.2.1.2 Limited Clientele Activities (LMS)*

Public facilities funded by CDBG may sometimes qualify under the Limited Clientele criteria of the LMI national objective. HUD regulations require that the facility benefit a specific targeted group of persons, of which at least 51 percent must be low- and moderate-income. The use of the LMC national objective requires pre-approval by DCR.[4]

To qualify, the activity must meet one of the following tests:

- It must benefit a clientele who are generally presumed to be principally LMI persons, including: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of “severely disabled,” homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or
- It must require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the LMI limit; or
- It must have income eligibility requirements which limit the activity exclusively to LMI persons; or
- It must be of such a nature, and be in such a location, that it may be concluded that the activity's clientele will primarily be LMI persons.

There are also other activities that may be presumed to qualify.

[4] 24 CFR 570.483(b)(2)

### 3.2.2 Alternative National Objective – Urgent Need (UN) and Slum/Blight

#### *3.2.2.1 Urgent Need*

The UN national objective may be used only after an applicant first attempts to meet an LMA or LMC national objective:

- The project directly addresses a documented disaster-related impact due to Hurricane Helene;
- LMC or LMA is not feasible or practical based on project location, population served, or other demonstrated conditions; and
- The project can be said to alleviate conditions that pose a serious and immediate threat to the health and welfare of the community.
- Per the Universal Notice, use of the Urgent Need national objective is allowable for 36 months after the AAN, which is January 16, 2028.

Required Documentation:

- Written justification of the urgent need tied to Hurricane Helene's impacts;
- Document how each program and/or activity funded under the Urgent Need national objective responds to the urgency, type, scale, and location of the disaster-related impact as described in the North Carolina Unmet Needs assessment contained in the State Action plan;
- Certification that the condition poses a serious and immediate threat;
- Documentation that no other financial resources are available.

Per HUD's 2025 Revised CDBG-DR Universal Notice, the alternative UN national objective is in effect for a period of 36 months following the applicability date of the Allocation Announcement Notice. After 36 months, DCR is required to follow the criteria established in 42 U.S.C. § 5304(b)(3) and its implementing regulations in 24 CFR part 570 when using the UN national objective.

#### *3.2.2.2 Slum/Blight*

The aid in the prevention or elimination of slum or blight (Slum/Blight) national objective may be used only after an applicant first attempts to meet an LMA or LMC national objectives:

- The project directly addresses a documented disaster-related impact due to Hurricane Helene;
- LMA or LMC is not feasible or practical based on project location, population served, or other demonstrated conditions; and
- The project activity addresses conditions of slum/blight and not just general community development.

Slum/Blight can be defined on a Spot Basis, on an Area Basis, or with regard to Urban Renewal:

- Spot Basis: A project meets the national objective of preventing or eliminating slums and blight on a spot basis when it addresses conditions of blight or physical decay on a single property or a limited number of properties not located within a designated slum or blighted area.
- Area Basis: A project meets the national objective of preventing or eliminating slums and blight on an area basis when the activity is carried out in a designated area that meets HUD's definition of a slum, blighted, deteriorated, or deteriorating area under state or local law.
- Urban Renewal: An urban renewal area refers to a defined geographic area designated by a local government for redevelopment, rehabilitation, or conservation activities intended to reverse physical, social, or economic decline.

Required Documentation:

- 24 CFR 570.483(c)(1) Area basis:
    - Official designation, under state or local law, of the slum/blight area;
    - Boundaries of the area;
    - Descriptions of the specific physical conditions present and supporting data;
    - Evidence the activity will address one or more of the deteriorated conditions.
- 24 CFR 570.483(c)(2) Spot basis:
    - Location and description of the structure(s) or site(s);
    - Evidence of blight/deterioration;
    - Evidence the activity will directly eliminate those conditions.
- 24 CFR 570.483(c)(3) Urban renewal area basis:
    - Evidence the activity is in an area with an approved Urban Renewal Plan; and
    - Reference to the specific plan and confirmation the activity is consistent with it.

Projects seeking to use UN or Slum/Blight instead of LMA or LMC may receive a lower priority during evaluation unless they address a critical gap in recovery.

Projects that fail to meet any of the above national objectives are not eligible for funding. CDBG-DR regulations state that a project is not considered as meeting a national objective until the project is complete. At a minimum, DCR monitors each project through the completion and closeout phase to ensure that the national objective is met.

## 3.3 Eligible Entities

DCR will accept applications for the CI Program from general-purpose local government units and special-purpose government entities that need public facilities or infrastructure within the Combined-MID areas. The following list provides examples of those entities eligible to apply for CI funding:

- Counties (e.g., Rutherford County)

- Municipalities such as cities, towns, or villages (e.g., City of Rutherfordton)
- State-recognized tribal governments

Examples of local government entities include:

- Water and Sewer Authorities
- Transit Agencies
- Park or Recreation Districts

## 3.4 Eligible Properties and Sites

To qualify for assistance under the CI Program, properties and sites must generally be located in a MID area as defined by HUD or the State of North Carolina. As outlined in HUD's 2025 Revised Universal Notice, at least 80% of funding awarded to the State must be spent to benefit the HUD-identified MID areas, with up to 20% permitted to benefit the State-identified MID areas.

### 3.4.1 Eligible Combined MID areas

To be eligible to participate in the Program, the damaged property must be located in a HUD or State-identified Most Impacted and Distressed (MID) county, as listed below.

- HUD-Identified MID Areas:
    - Full Counties: Ashe; Avery; Buncombe; Burke; Haywood; Henderson; McDowell; Mitchell; Rutherford; Transylvania; Watauga; Yancey
    - Full Counties Based on HUD-Identified zip code: Caldwell (zip code 28645); Cleveland (zip code 28150); Madison (zip code 28753); Polk (zip code 28782)
    - Partial Counties Based on HUD-Identified zip code: Mecklenburg (zip code 28214)
- State-Identified MID Areas:
    - Full Counties: Alexander, Alleghany, Catawba, Clay, Gaston, Jackson, Lincoln, Macon, Surry, Swain, Wilkes, Yadkin

### 3.4.2 Additional Site Considerations

- Displacement and Relocation: If the project involves acquisition or redevelopment of an occupied property, applicants must comply with the Uniform Relocation Assistance and Real Property Acquisition Act (URA) and provide appropriate relocation benefits that comply with DCR's Residential Anti-Displacement and Relocation Assistance Plan (RARAP) policies.
- Historic Preservation: Projects that involve historic structures must comply with Section 106 of the National Historic Preservation Act and coordinate with the State Historic Preservation Office (SHPO) as necessary.

## 3.5 Eligible Activities

For a detailed overview of the eligible activity requirements for CDBG-DR, please refer to 24 CFR 570 – Community Development Block Grants Subpart C – Eligible Activities. CI Program activities primarily use the HUD-eligible activities listed below, subject to approval by DCR; however, DCR reserves the right to use other eligible activities as necessary for recovery projects:

- § 5305(a)(1) – Acquisition
- § 5305(a)(2) – Acquisition, Construction, Reconstruction, and Installation of Public Facilities and Other Site Improvements
- § 5305(a)(3) – Code Enforcement
- § 5305(a)(4) – Clearance, Rehabilitation, Reconstruction and Construction of Buildings, including housing
- § 5305(a)(5) – Removal of Architectural Barriers
- § 5305(a)(7) – Disposition
- § 5305(a)(9) – Non-Federal Match
- § 5305(a)(11) – Relocation Payments
- § 5305(a)(13) – Administrative Costs
- § 5305(a)(14) – Assistance to Non-Profit Entities
- § 5305(a)(15) – Assistance to Neighborhood-Based Organizations
- § 5305(a)(25) – Tornado Shelters
- § 5305(a)(26) – Lead-Based Paint Hazard Evaluation and Reduction

Eligible activities include:

- Activities that restore critical services such as water, sewer, and stormwater systems, as well as public roads and bridges;
- Related site preparation and infrastructure improvements;
- Soft costs such as architectural and engineering fees; and
- Compliance with HUD environmental, construction, and accessibility requirements.

## 3.6 Mitigation Requirement

All CI projects funded under this program must incorporate measures that reduce future disaster risk and promote long-term resilience. Such mitigation measures and strategies to reduce natural hazard risks must be integrated into the construction, reconstruction, or rehabilitation of residential or non-residential buildings. DCR requires applicants to the CI program to outline mitigation and resilience measures upon application.

Such measures can include but are not limited to:

- Elevation of structures, equipment, or utilities above base flood elevation;
- Dry or wet floodproofing of structures;
- Relocation of critical equipment above flood levels;
- Installation of permeable pavements; and
- Integration of green infrastructure into sidewalks, plazas, and parking areas.

Subrecipients must also track and report resilience performance measures for DCR to submit in HUD's DRGR system. These measures will be defined in coordination with the DCR program team and will depend on the performance measures available in DRGR. Potential measures may include but are not limited to:

- Number of elevated structures
- Number of facilities incorporating mitigation measures other than elevation
- Number of structures hardened against future flood events

## 3.7 Costs Guidance

Program funds may be used to cover the costs associated with the development of these and other infrastructure activities, provided those costs meet the standard of being necessary and reasonable and comply with all applicable federal cost principles outlined in 2 CFR Part 200, Subpart E. All expenditures must be clearly related to eligible activities under the CDBG-DR program and will be verified to ensure they are both necessary and aligned with program objectives. These include:

- Acquisition costs of land or buildings (if applicable);
- Hard construction costs, including materials and labor;
- Soft costs, including design, engineering, permitting and legal fees;
- Environmental review and mitigation expenses;
- Cost as permitted by the NOFO and cost reasonableness standards

Funding for any approved project will be capped in accordance with the limitations expressed in the Action Plan and may be evaluated consistently with industry standards for project size and type. All costs are subject to duplication of benefits analysis (per the Revised Universal Notice) and reviewed for cost reasonableness.

Activity delivery costs (ADCs) must be tied to the time staff and contractors dedicated to a specific project. Applicants must show how the proposed ADCs are or will be cost reasonable through procurement of professional services and/or cost of in-house staff to provide program or project related services. All ADCs must be included as part of the total project costs in a request for CDBG-DR funding.

Please include a cost reasonableness estimate for all administrative ADCs associated with the proposed project.

For additional information, see Section 7.1 Allowable Costs.

## 3.8 Ineligible Activities

Unless clearly related to eligible activities and costs described above, all other activities and associated costs are deemed ineligible for CI Program funding. Ineligible activities are defined in 24 CFR 570.207.

These include, but are not limited to:

- Choice limiting actions incurred prior to environmental clearance (likely disqualifying the project for eligibility) such as land acquisition, construction bidding, site clearance, and other construction related activities;
- Luxury improvements not essential to health and safety (e.g., high-end amenities, etc.);
- Routine costs of government operations;
- Political, lobbying, or legal fees unrelated to program delivery.
- Funding buildings or portions thereof used for the general conduct of government — which are explicitly ineligible under 24 CFR 570.207(a)(1); this includes county or local government emergency operations centers (DCR Action Plan);
- Buildings that do not provide year-round services.

DCR reserves the right to make the final determination on cost eligibility based on federal regulations and program policy.

## 3.9 Timely Expenditure of Funds

CDBG-DR funds must be obligated and expended within six years of the date funds are obligated, unless a waiver is granted by HUD.

## 3.10 Order of Assistance and Duplication of Benefits (DOB) Review

DCR has instituted a variety of checks to ensure that CDBG-DR funds are used only as the recovery funding source of last resort. CDBG-DR funds may not typically be used for activities reimbursable by or for which funds are made available by other Federal disaster recovery programs, including FEMA and U.S. Army Corps of Engineers (USACE). This means that DCR must verify whether FEMA or USACE funds are available for an activity or the costs are reimbursable by FEMA or USACE before awarding CDBG-DR assistance for costs of carrying out the same activity. If FEMA or USACE are accepting applications for the activity, the applicant must seek assistance from those sources before receiving CDBG-DR assistance. If the applicant's costs for the activity will be reimbursed by FEMA or USACE, DCR cannot provide CDBG-DR

assistance for those same costs. In the event that FEMA or USACE assistance is awarded after CDBG-DR to pay the same costs, DCR must recapture any duplicative assistance.

The program follows the steps below to ensure the Order of Assistance requirement is met.

1. Review of State and local priorities.
2. Recommendation of appropriate funding source(s) by Infrastructure staff to Program Manager. Possible funding sources are considered in the following order:
    a. FEMA PA Program: The PA Program aids State, Tribal and local governments, and certain types of private nonprofit organizations to help communities quickly respond to and recover from major disasters or emergencies.
    b. FEMA HMGP: HMGP provides grants to States and local governments to implement long- term hazard mitigation measures after a major disaster declaration.
    c. FEMA Community Disaster Loan Program (CDL): FEMA CDL supports local governments or other eligible jurisdictions in a designated disaster area that have demonstrated a substantial tax loss and a need for financial assistance to perform their governmental functions.
    d. USACE: USACE works with Federal, State and local partners to reduce risk to lives, property and the environment, and to strengthen community resilience.
    e. Other relevant disaster recovery funding sources, including other Federal, State, and philanthropic funds.
3. Confirmation of funding source(s) available by CI Program Grants Manager.
4. Development of appropriate project information forms or assisting potential recipients and with project information form development as applicable.
5. Coordination with federal funding agencies prior to DCR CI Program approval and commitment of CDBG-DR funds.

CI Program applicants must show that CDBG-DR funds will not duplicate other funding already received for the same purpose. A duplication of benefits happens when money from different sources is used for the same cost, and the total exceeds what is needed. This doesn't just apply to disaster recovery programs like FEMA or USACE—it also includes insurance payouts, tax credits, HUD programs like HOME or HTF, USDA loans, state or local grants, and even philanthropic funding if they cover the same construction or rehab expenses. Applicants must disclose all assistance, provide documentation (such as award letters, loan statements, or insurance claims), and sign a certification. If overlapping funds are found, the award will be reduced, or repayment may be required later. Failure to disclose or the misrepresentation of information can result in denial of funding, repayment, or further investigation.

For additional information, refer to DCR's DOB Policy.

### 3.10.1 Offsetting Awards and Monitoring

If duplicative funds are received after an award is made, the applicant must:

- Report the funds to DCR within 15 calendar days of receipt, either through the online system or by email to the designated program contact;
- Have the award amount adjusted downward accordingly, to reflect the reduced unmet need; or
- Return the duplicative amount to DCR, which will reprogram the funds to other eligible recovery activities.

This requirement is enforced through a signed Subrogation Agreement and DOB Certification, which bind the applicant to disclose any additional assistance received for the same scope of work throughout the period of performance. All duplicative funding received must be remitted to or accounted for, regardless of when the applicant received it.

Failure to disclose additional assistance may result in:

- Recapture of part or all of the CDBG-DR award;
- Suspension or termination of the funding agreement;
- Referral to oversight or investigative authorities in cases of suspected fraud or willful nondisclosure.

DCR will monitor projects for DOB compliance throughout the program lifecycle. This includes:

- Periodic file reviews during implementation to detect any newly disclosed or previously unreported sources of assistance;
- Cross-checking data against FEMA, SBA, insurance, and other federal/state/local sources to verify compliance;
- Follow-up communication with applicants when potential duplications arise.

## 3.11 Site Control and Readiness Requirements

Applicants must demonstrate that the proposed project site is suitable and ready for timely implementation. The following requirements must be met.

### 3.11.1 Site Control

Applicants must have legal control of the development site at the time of application. Acceptable forms of site control include but are not limited to:

- Fee simple ownership;

- An executed purchase agreement or option contract that remains valid for at least 90 days beyond the application deadline;
- Long-term lease or long-term leasing option that remains valid for at least 90 days after the application deadline.

### 3.11.2 Zoning and Land Use

The site must either be:

- Properly zoned for appropriate project use if the jurisdiction is subject to zoning.
    - Lack of zoning in a jurisdiction does not render a project ineligible.

Or:

- Capable of being rezoned within 90 days of award.
    - Documentation must demonstrate a reasonable path to approval.

### 3.11.3 Environmental Review and Reevaluation

All sites must undergo environmental review under 24 CFR Part 58. Sites located in floodways, airport runway approach zones, or other unsuitable zones may be ineligible if not subject to various regulatory exceptions or appropriate mitigation is feasible.

DCR, the Responsible Entity, must also assess:

- Site topography and soil conditions;
- Hazardous materials and contamination concerns;
- Compatibility with surrounding land uses;
- Whether any prohibited “Choice-Limiting Actions” occurred before environmental clearance.

Common Choice-Limiting Actions include:

- Acquisition of real property;
- Executing binding leases or long-term options;
- Site preparation or ground disturbance;
- Construction, rehabilitation, or demolition activities; and
- Disbursement of funds or financial commitments tied to development.

Any Choice-Limiting Actions taken before completion of environmental clearance may result in:

- Project disqualification;
- Ineligibility of all pre-agreement costs for reimbursement;
- Potential cancellation of project funding.

Any change to the project scope needs to be cleared through DCR environmental so DCR can be sure to incorporate anything necessary in the review.

DCR will verify compliance through application documentation and environmental review records. It is the subrecipients' responsibility to comply with any and all mitigations noted in the environmental review. Failure to follow mitigations can result in recapture of federal funding and the prohibition of any new funds.

### 3.11.4 Additional Site Readiness Considerations

**Displacement and Relocation:** If the project involves the acquisition, redevelopment, or demolition of an occupied property, applicants must comply with the Uniform Relocation Assistance and Real Property Acquisition Act (URA). Applicants will be required to provide appropriate relocation benefits and related services that comply with the URA and DCR's CDBG-DR Residential Anti-Displacement and Relocation Assistance Plan (RARAP), which intends to minimize displacement. In instances where displacement occurs, applicants will be provided with technical assistance to ensure that the rights of any displaced person, as defined by 24 CFR 570.606 (b)(2), are upheld. Should any displaced person have accessibility needs, the advisory services they receive as required by the URA will meet those needs.

**Historic Preservation:** Sites involving historic properties must comply with Section 106 of the National Historic Preservation Act and consult with the SHPO, if required.

# Section 4: Application Process

Prior to the application submission cycle opening, a prescreening for project planning and technical assistance will be available. This prescreening for project planning is not required. Prescreening is meant to help DCR assess unmet need and to assist potential applicants in understanding whether a proposed project will meet threshold requirements and whether an applicant has the organizational capacity and experience to manage funds. This process will remain open and can also be utilized before, during, and after the application window opens.

It is the intent of DCR that the submission of the application will federalize the project for which an applicant is applying, after which it will be subject to all applicable federal cross-cutting requirements. Once a project is federalized, the applicant may not undertake any choice-limiting actions, including acquisition, demolition, construction, or rehabilitation, until the required environmental review has been completed. The applicant must also comply with all applicable federal procurement requirements, labor standards, and nondiscrimination, relocation, and accessibility requirements. DCR recommends consulting with CI Program staff prior to submitting a formal application.

## 4.1 Notice of Funding Opportunity (NOFO)

DCR will implement the CI Program through the release of a Notice of Funding Opportunity (NOFO). DCR will release a public notice announcing the program and funds available, and a request for applications through the following platforms:

- Social media
- Website
- Press release to local news sources
- Other public channels

The NOFO will establish all relevant application parameters, including:

- Available funding for the round;
- Eligible applicants and activities;
- Application instructions and deadlines;
- Threshold requirements and award limits;
- Program priorities; and
- Evaluation and scoring methodology.

DCR will use a scoring-based application review to ensure awards are made to projects that demonstrate the greatest potential to support long-term recovery and resilience in disaster-affected areas.

### 4.1.1 Technical Assistance

DCR will conduct information sessions as needed to provide an overview of the program and the application and scoring process. DCR will remain available to answer questions, and potential applicants will have an opportunity to discuss issues specific to their project throughout the application process.

### 4.1.2 Future Funding Rounds

A NOFO will initiate the opening of the program funding opportunity. DCR may release additional NOFOs at its discretion. Decisions to initiate subsequent funding rounds will be based on:

- The amount of funding remaining after prior awards;
- Updated findings from ongoing unmet needs assessments;
- Identification of geographic, programmatic, or market coverage gaps; and
- The volume, quality, and readiness of applications submitted in earlier rounds.

If additional funding rounds are planned, DCR will publish a new NOFO that clearly outlines any revised program goals, funding priorities, timelines, and evaluation criteria. Each NOFO will make explicit whether the round is focused on unmet recovery needs, mitigation needs, specific project types, or

targeted geographic areas. This approach ensures that each funding round is responsive to emerging needs and maintains transparency for all applicants.

## 4.2 Competitive Application Process

Applications will be evaluated through a competitive scoring process guided by the CDBG-DR Action Plan, and DCR's recovery objectives. Scoring criteria will be fully detailed in the NOFO and are expected to include:

- Applicant capacity;
- Community need;
- Soundness of development approach;
- Leveraging of other resources; and
- Projected outcomes and long-term results.

Projects will be scored and ranked by total score. Awards will be given to the highest-ranking projects, subject to compliance with the threshold, project readiness, organizational capacity and the availability of funds.

### 4.2.1 Application Steps

1. Issuance of NOFO.
2. Submission of Applications: Applicants must submit full application packages electronically via the platform designated in the NOFO.
3. Threshold Review: DCR will review applications to determine if they meet minimum threshold criteria. Applications that fail any threshold item will not proceed to scoring.
4. Scoring and Ranking: Eligible applications that pass threshold review will be evaluated and ranked based on published scoring criteria, including capacity, need, soundness of approach, leverage, and impact.
5. Preliminary Award: Top-ranked projects may receive preliminary awards, subject to completion of environmental review.
6. Environmental Review and Grant Execution: DCR will complete reviews in accordance with 24 CFR Part 58 and execute grant agreements with selected applicants.

### 4.2.2 Application Submission Requirements

Applicants must submit a complete application package by the application deadline established by the NOFO. Required materials may include:

- Completed Application Form – All required fields must be completed.
- All supporting materials as identified by the NOFO

- Project Narrative – Including tie-back to Hurricane Helene and alignment with program goals.
- Budget & Sources/Uses – Preliminary estimates with identified or anticipated funding sources.
- Preliminary Engineering Reports, Site Plan and Design, or other schematics (if available)
- Organizational Experience and Capacity with federal grants – Narrative and resumes of key development staff, as well as plan to partner with a third party to augment staff capacity, if applicable.
- Project Schedule – Milestones from acquisition through completion.
- Site Control Documentation (if applicable) – Deed, long-term lease, or purchase option, etc.
- Environmental and Risk Information – Known conditions, FEMA flood zones, and potential hazards.

The NOFO will contain the full list of requirements and acceptable documentation.

### 4.2.3 Additional Notes

The full application package must be submitted by the deadline established in the NOFO. Late or incomplete submissions will be considered non-responsive. However, DCR reserves the right to request minor clarifications or administrative corrections from applicants, provided such updates do not materially affect eligibility or scoring.

## 4.3 Threshold Criteria Review

Applications must meet all threshold criteria below to advance to the scoring phase:

1. Eligible Applicant
    a. Units and entities of local government
2. Eligible Project Location
    a. Must be located within the Combined MID area as defined in the HUD-approved Action Plan
3. Disaster Tie-Back
    a. Project must demonstrate a direct or indirect tie-back to the impacts of Hurricane Helene; or
    b. Be a mitigation-only activity funded through the mitigation set-aside
4. Project must include mitigation measures.
5. Project must meet a National Objective, as outlined in Section 3.2.
6. Project must be financially viable and include a preliminary budget and financing plan that demonstrates feasibility and that the project is consistent with cost standards;
7. Project must be an eligible activity; **and**

8. Complete and Timely Submission
    a. Application and all required documentation must be submitted in full by the NOFO deadline.

## 4.4 Scoring Criteria

Applications that successfully meet all threshold criteria will be evaluated and scored based on objective criteria outlined in the NOFO. Scoring will be used to rank applications and determine awards based on project impact, readiness, cost reasonableness and leveraging of other financial sources, feasibility, and alignment with program goals and recovery priorities.

The HUD-approved Action Plan established the competitive framework for this program, identifying the high-level criteria that would guide competitive funding decisions. This P&P builds upon the framework by defining each competitive framework criterion in greater detail and specifying how points will be assigned to each framework.

Each of the five major scoring factors will be assigned a weighted percentage, with a one-to-one correlation between percentage points and scoring points (e.g., 1% = 1 point). Subfactors within each major factor will be assigned point values that align with the weighted factor. Applicants will receive points based on their performance against these subfactors. Detailed scoring breakdowns, including specific weights, subcategories, and descriptions, will be published in each NOFO.

Scoring may be awarded at varying levels – “full points,” “partial points,” or “no points” – based on the extent to which an application meets each criterion. The NOFO will include a matrix that clearly explains what is required to achieve each level within the scoring range. In the event of a scoring tie, projects that have a higher LMI or are located within HUD-designated MID areas will be considered first.

### 4.4.1 Capacity of Applicant (Weight: 10 points)

- This criterion assesses the applicant's qualifications, experience, and organizational infrastructure. Applicants must demonstrate the ability to manage all aspects of funding and pre- and post-construction operations. Strong capacity ensures efficient, budget-friendly, and compliant project execution, including, but not limited to: Experience with federally funded programs;
- Financial and staff capacity to oversee the project, compliance, and reporting;
- Demonstrated ability to deliver projects on time and within budget.

### 4.4.2 Community Need (Weight: 20 points)

This factor measures the degree to which the proposed project responds to a critical unmet need in the area affected by Hurricane Helene. This includes but is not limited to:

- Elderly individuals, and
- Persons with disabilities;
- Alignment with local recovery plans;
- The project's alignment with recovery priorities outlined in the NOFO;
- Location in a HUD-identified MID area;
- LMI demographic need;
- Feedback from community engagement.

### 4.4.3 Soundness of Approach (Weight: 40 points)

This is the highest-weighted scoring category and assesses the overall viability and completeness of the proposed development plan. It includes, but is not limited to:

- A clear, feasible project timeline with key milestones, indicating project preparedness;
- Site readiness, including zoning, and infrastructure access;
- Project design that meets applicable building and resilience standards and incorporates hazard mitigation or resilient design;
- Realistic cost estimates supported by industry-standard tools or contractor estimates; and
- A strong plan for construction management and oversight.

This criterion also considers the degree to which the project can be executed without major delays or funding gaps.

### 4.4.4 Leverage of Funding (Weight: 20 points)

This criterion evaluates the extent to which the applicant brings non-CDBG-DR funds to the project. Leverage demonstrates financial commitment and enhances the efficiency of public investment. Leverage sources may include, but are not limited to:

- Private financing;
- Philanthropic or local government contributions;
- In-kind contributions; and
- Other public funds.

### 4.4.5 Achieving Results (Weight: 10 points)

This category assesses the anticipated outcomes and long-term benefits of the project, including but not limited to:

- Improved Access: Enhancing transportation and communication networks can lead to better access to services and opportunities for residents.

- Economic Growth: Infrastructure investments can stimulate economic activity, create jobs, and support local economies by improving infrastructure that supports industries and services.
- Community Development: Projects can foster community engagement and development, leading to better living conditions and social cohesion.
- Environmental Benefits: Infrastructure improvements can enhance sustainability, reduce carbon emissions, and improve resilience to natural disasters.

Long-term Value: Infrastructure investments are expected to yield improved long-term community improvements, increased quality of life, and access to critical services.

### 4.4.6 Bonus or Priority Considerations

In the event of a tie in scoring, DCR may prioritize applications based on readiness to proceed, geographic distribution, or depth of affordability or service to priority populations. Relatedly, DCR may adjust project selection in competitive rounds to achieve various goals with the highest priority being given to achieving the overall requirement of expending at least 80 percent of CDBG-DR grant funds in the HUD-identified MID areas. Additional priority may be given to projects that, among other factors:

- Are located in geographic areas underrepresented in earlier funding rounds;
- Include enhanced accessibility features or supportive services for persons with disabilities or elderly residents;
- Align with broader state or local housing and recovery strategies; or
- Demonstrate innovation in financing, design, or partnerships.

These and other factors, including their potential weight, may be set forth in individual NOFOs.

## 4.5 Award and Funding Caps

The maximum award per project is $15,000,000, with floor of $500,000, subject to review and adjustments based on the project's specific scope, cost reasonableness, and alignment with program priorities.

Each award will be at the discretion of DCR and will be determined based on the following project criteria:

- Scope of work (SOW);
- Cost reasonableness, including comparison to industry benchmarks and regional pricing data;
- Duplication of Benefits (DOB) analysis;
- Geographic and market considerations; and
- Availability of funds within the applicable NOFO round.

On a case-by-case basis, DCR may authorize awards that exceed the standard cap if the project when necessary to comply with federal accessibility standards or to reasonably accommodate a person with disabilities. All awards must be cost reasonable and applications will be subject to a standard cost estimation.

All applications will be subject to a standardized cost estimation review, which may include:

- Third-party cost reasonableness analysis;
- Review of construction bids or contractor estimates; and
- Evaluation of financing and leveraging strategies.

This approach ensures that funding is distributed efficiently across projects, with safeguards in place to control costs.

### 4.5.1 Cost Reasonableness

All projects funded under the program must meet the federal standard of cost reasonableness as required by 2 CFR 200 and applicable HUD regulations. Cost reasonableness refers to the requirement that the amount paid for a good, service, or project does not exceed what a prudent person would pay under similar circumstances. A cost is considered reasonable when it is:

- necessary for the performance of the project;
- consistent with market prices for comparable work;
- reflective of sound business practices; and
- supported by documentation showing that the expenditure represents the most cost effective approach available.

Because CDBG-DR funds must be used efficiently while addressing unmet storm recovery and resilience needs, applicants must provide clear evidence in their proposals demonstrating how their project budgets meet this standard of cost reasonableness.

To demonstrate cost-effective practices, the grantee must show that:

1. The project addresses a condition that poses a significant risk to public health or safety if left unaddressed.
2. The total project cost does not exceed the anticipated value of reduced direct damages and avoided negative impacts that would occur during future disasters.
3. The proposed project represents the most practical, effective, and environmentally sound option after evaluating a range of feasible alternatives.
4. The project contributes, to the maximum extent practicable, to a long-term and durable solution to the identified problem.

5. The project design considers foreseeable long-term changes to the area or assets it protects and includes reasonable, manageable operations, maintenance, and future modification requirements.

## 4.6 Additional Review Components

### 4.6.1 Duplication of Benefits (DOB) Review

All projects will undergo a DOB analysis consistent with HUD requirements to ensure that CDBG-DR funds do not duplicate assistance from FEMA, SBA, private insurance, or other sources. Applicants must disclose all prior disaster recovery funding received. DCR will apply its DOB guidance to adjust awards as needed.

For additional information, see DCR's DOB Policy.

### 4.6.2 Organizational Capacity Risk Assessment

All projects will undergo an organizational capacity risk assessment to evaluate the applicant's ability to manage disaster-recovery funding effectively. The result of the assessment will be used to determine the contract monitoring plan schedule if awarded.

### 4.6.3 Geographic Distribution Consideration

DCR may adjust project selection in competitive rounds to achieving the overall requirement of expending at least 80 percent of CDBG-DR grant funds in the HUD-identified MID area. A secondary consideration will be achieving a geographic balance across the Combined MID counties.

### 4.6.4 Environmental Review Coordination

Projects selected for funding are subject to an environmental review under 24 CFR Part 58. Environmental conditions identified (e.g., location in floodplain, wetlands, or historic properties) may affect project timing, scope, or eligibility.

### 4.6.5 Reevaluation or Resubmission Protocol

If the application is not complete, or the threshold eligibility review cannot be completed due to missing or unclear information, and the deficiencies are determined by DCR to be minor and correctable (e.g., incomplete documentation, minor inconsistencies in budget or market data, or clarifications to sources and uses), DCR may send a Request for Additional Information (RAI) to the applicant.

Applicants will be permitted to resubmit corrected materials one time within a defined timeframe - from the date of the RAI. The RAI will include information regarding the deficiency identified and the timeframe within which the applicant will have to submit documentation.

Note: Participation in the resubmission process does not guarantee funding.

## 4.7 Project Selection

Projects that rank highest under the scoring framework will be selected for award, subject to funding availability and geographic distribution considerations. All selected projects will receive a preliminary award and move forward to environmental review, followed by execution of a grant agreement.

## 4.8 Appeals Process

Applicants whose CI Program applications are denied, disqualified, or not selected for funding may submit a formal appeal to DCR via DCR's grants portal through which the applicant submitted their application. The functionality to do so will open to applicants after denial.

### 4.8.1 Debriefing

Before submitting a formal appeal, applicants must attend a debriefing with DCR. The purpose of the debriefing is to provide applicants with a clear understanding of the evaluation outcome, including any threshold deficiencies, scoring results, or compliance issues that affected their funding determination. Debriefing sessions will be scheduled upon the applicant's written request within 10 calendar days of receiving notice of denial, disqualification, or non-selection. DCR will make reasonable efforts to provide the debriefing within 15 calendar days of the request.

During the debriefing, DCR staff will review the basis of the decision and respond to applicant questions regarding the evaluation process. However, debriefings will not include comparisons with other applications or disclosure of proprietary or confidential information. Completion of a debriefing is a prerequisite for initiating the formal appeals process. Applicants who wish to pursue an appeal must participate in a debriefing session before submitting an appeal request.

Note: Participation in the debriefing process or resubmission process does not guarantee funding approval.

### 4.8.2 Grounds for Appeal

Appeals may be submitted only for the following reasons:

1. Threshold Determination Error - The applicant believes that its application met all threshold criteria, and the determination of ineligibility was made in error.

2. Scoring Miscalculation - In competitive rounds, the applicant believes there was a mathematical or procedural error in the scoring of its application.
3. Procedural Irregularity - The applicant believes its application was not processed or evaluated in accordance with the procedures and requirements outlined in the NOFO or program guidelines.
4. Duplication of Benefits Error - The applicant believes that DCR incorrectly determined that a duplication of benefits occurred or that DCR made a mathematical miscalculation error.
5. Recapture - The applicant believes there was a mathematical miscalculation error in the amount sought by DCR to be recaptured; the basis for or propriety of the recapture is not a valid ground for appeal.

Note: Appeals will not be accepted solely on the basis of disagreement with DCR's evaluative judgments or scoring unless the appeal includes evidence of mathematical or procedural error. An applicant cannot appeal Program policies, federal regulations, or state statutes. Appeals filed based on these reasons will be denied.

### 4.8.3 Appeal Submission Requirements

To timely appeal, within 30 calendar days of receiving a written notice of denial or disqualification, applicants must electronically submit (via DCR's grant portal) a written appeal which, at a minimum, includes each of the following:

- A statement identifying the specific grounds for the appeal;
- The basis for the appeal; and
- Supporting documentation demonstrating the alleged error.

If any of these items are missing, or the grounds for the appeal may not be reasonably ascertained, DCR may, in its sole discretion, deny the appeal on that basis.

Note: The thirty (30) day appeal period is determined by calendar days, however if the last day of the appeal period falls on a weekend and/or State-recognized holiday, the deadline to appeal will be extended to the next business day. All appeals must be submitted by 11:59:59 p.m. Eastern Daylight/Standard Time on the last day of the appeal period. The submission of the appeal will be deemed to have occurred at the time the appeal was electronically sent by the applicant through DCR's grant portal.

Appeals submitted after the appeal period will be automatically denied and will not be substantively reviewed. DCR may, in its sole discretion, choose to substantively review an untimely appeal. Exercise of this discretion in one or many other cases is not grounds for waiver of an untimeliness determination in another.

An appeal may be withdrawn by the applicant at any time via DCR's start date. Appeals that are withdrawn may only be resubmitted within the original thirty (30) day appeal period. If an appeal is withdrawn and resubmitted, the thirty (30) day appeal period does not reset, and still reflects the date of the original appeal submission.

### 4.8.4 Appeal Review and Determination

DCR will acknowledge receipt of the appeal and will conduct a review within 30 calendar days. During the review process, DCR may:

- Re-examine the application file;
- Review scoring records or procedural documentation; or
- Request clarifying information from the applicant.

Following the review, DCR will issue a written determination. The failure of DCR to acknowledge receipt of the appeal or to issue its determination within 30 days is not grounds for further appeal or the basis for a successful appeal determination.

**All appeal determinations made by DCR are final with no further administrative review and are not subject to judicial review**. If the appeal is upheld, DCR may reinstate the application for further consideration or scoring. If the appeal is denied, no further review will be conducted.

# Section 5: Subrecipient Selection and Award

This section outlines the procedures and responsibilities governing the implementation of projects under the CI Program and is intended to guide subrecipients through key steps from pre-development through construction and completion.

## 5.1 Preliminary Award

A preliminary award requires the applicant to complete the Notice of Selection Acknowledgment (NoSA), which must be returned before the selected project can move on to the environmental review process.

After selection and return of the selection acknowledgment, allowable costs for reimbursement can be incurred but not billed. A reimbursement request can be made once projects have been fully awarded, which occurs upon execution of a funding agreement.

Allowable/Reimbursable Cost Activities during the preliminary award are limited to activities/non-construction soft costs with no choice-limiting actions, and any other cost directly stated in the NoSA.

## 5.2 Funding Agreement Execution

Following successful completion of environmental review, the applicant will receive a subrecipient funding agreement for execution. The funding agreement serves as the binding legal contract and outlines all terms and conditions associated with the CI Program award.

The funding agreement will include:

- The total amount of the award;
- The scope of work and budget;
- Construction timeline and key performance milestones;
- Federal and state compliance requirements (e.g., NEPA, Davis-Bacon, Section 3, URA, etc.);
- Provisions governing the use of CDBG-DR funds in coordination with other funding sources;
- Recordkeeping and reporting responsibilities; and
- Enforcement and recapture provisions.

No reimbursement or disbursement of CDBG-DR funds may occur until the funding agreement is fully executed and an Authorization to Use Grant Funds (AUGF) from the environmental review is received from HUD. DCR will provide guidance and templates to assist project sponsors in understanding their responsibilities under the agreement.

For projects receiving CDBG-DR funding for multiple project phases (i.e. planning, design, and construction), individual amendments to the funding agreement may be utilized for each phase. If a phased approach is selected by DCR, each amendment will include the scope, budget, time, and performance metrics of the applicable phase. Should scope and budget change significantly during construction, change orders will be considered on a case-by-case basis.

## 5.3 Pre-Construction Readiness Review

Before construction can begin, each funded project must undergo a Pre-Construction Readiness Review conducted by DCR or its designee. The purpose of this review is to confirm that the project is prepared to proceed and that all conditions precedent to construction have been met.

As part of the review, the project lead must submit or verify:

- Finalized and approved construction plans and specifications;
- Confirmation of site control and zoning approvals;
- If applicable, procurement documentation for contractors and vendors in compliance with 2 CFR 200 that also includes value engineering and additions/alternatives;
- Proof of insurance, bonding, and required permits;

- Confirmation that all work will be performed in accordance with local building, health and safety codes; and
- Completion of environmental clearance under 24 CFR Part 58.

## 5.4 Construction Timeline and Milestones

Each project must adhere to a construction schedule defined in the funding agreement. This schedule will include key milestones that must be met to maintain project compliance and progress. Project sponsors must report progress toward these milestones to DCR regularly, which, at a minimum, would include required quarterly status updates. Any deviation from the approved timeline must be reported in writing with an explanation and proposed corrective actions. DCR reserves the right to impose corrective actions and other remedies if performance milestones are not met, if the project becomes noncompliant with program requirements, or if risk considerations are identified.

## 5.5 Change Orders and Scope Modifications

After execution of the funding agreement, any change of 10 percent or more of the project scope, timeline, or budget must be submitted to DCR for review and prior written approval. This includes:

- Construction cost increases or decreases or reallocation of line items;
- Schedule extensions or contractor changes; and
- Changes that impact environmental clearance or federal cross-cutting compliance.

Project lead must submit a formal Change Order Request that includes a narrative justification, revised project documents (e.g., budget, schedule), and any supporting documentation required. Additionally, if the cumulative total of approved change orders exceeds the project's contingency budget, the State must review and approve all subsequent change orders, regardless of individual value or scope. DCR will also review proposed changes to ensure continued compliance with program guidelines, cost reasonableness, and unmet needs objectives. Unauthorized changes may result in disallowed costs, corrective action, or termination of the grant.

## 5.6 Debarment and Suspension Policy

Selected subrecipients are responsible for ensuring that all contractors, subcontractors, consultants, and vendors engaged in the project are eligible to participate in federally funded programs. Prior to contract execution, the project sponsor must verify each entity's status using the federal System for Award Management (SAM.gov) and document the results.

If an entity is found to be suspended, debarred, or otherwise ineligible, the project sponsor must exclude them from the project and immediately notify DCR. Failure to conduct this verification or engaging with

a debarred entity may result in the loss or recapture of funds, audit findings, or additional enforcement action.

Project sponsors must maintain records of all SAM.gov checks and include this documentation in the project file for monitoring and audit purposes.

## 5.7 Property Standards

### 5.7.1 Construction Standards

All CI Program-funded projects must be constructed using modern, high-quality, and durable materials appropriate to the project's scale and use. Projects and construction activities must meet all applicable federal, State, and local building codes and be executed by licensed professionals. Applicants and their contractors are responsible for securing all necessary permits to complete the Program-approved scope of work from the authority having jurisdiction for code compliance in the location where the construction project is located. Where required, construction plans must be certified by an architect or engineer.

### 5.7.2 Resilience Requirements

Projects located in flood- or wind-prone areas must integrate resilience measures into the building design and site planning.

- Flood-Prone Areas (Special Flood Hazard Areas): Projects located in FEMA-designated Special Flood Hazard Areas (SFHAs) must elevate the lowest occupied floor by at least two (2) feet above Base Flood Elevation (BFE). All critical systems must also be located above BFE. Materials used at or below the lowest occupied floor must be flood-resistant.
- Wind-Prone Areas: Projects in wind-prone areas must include wind-resistant design measures that follow applicable FEMA guidance and local building code requirements for wind safety.

Compliance with these requirements must be documented during design review. DCR will not approve final construction without confirmation that these standards are met.

### 5.7.3 Building Code Requirements

Projects must comply with the following building code and property standards:

- HUD Minimum Property Standards (24 CFR §§ 200.925–200.926);
- North Carolina State Building Code, including the International Building Code (IBC), International Residential Code (IRC), and International Energy Conservation Code (IECC);
- Local building, zoning, and permitting requirements.

When federal, state, and local codes differ, the most stringent standard will apply. All applicable permits, inspections, and approvals must be secured prior to and during construction. DCR will monitor compliance at multiple project stages.

### 5.7.4 Sustainable and Energy-Efficient Design Considerations

While HUD no longer mandates a specific green building certification, the CI Program encourages sustainable design and energy efficiency. These features can reduce utility costs and extend the useful life of the structure. Applicants are encouraged to submit design documentation demonstrating sustainable features at application and provide certifications, if applicable, prior to project closeout.

## 5.8 Insurance and Property Management

For all CI Program projects, all subrecipients(contractors) must require or must procure and maintain insurance for the duration of the subrecipient agreement to protect all contract assets from loss due to any cause, such as theft, fraud and physical damage, unless explicitly waived, altered, or amended in writing in the grant or subrecipient agreement. At a minimum, all recipients must comply with the bonding requirements at 2 CFR 200.325, as applicable, and with the requirements of their subrecipient agreement.

Subrecipients must also procure and maintain flood insurance, as applicable. Minimum flood insurance requirements are governed by federal, State, local, and tribal laws and regulations related to both flood insurance and floodplain management and are set forth in HUD's 2025 Revised Universal Notice at Section III.B.11.a.

## 5.9 Key Performance Indicators

The Program will oversee and approves all performance measurement standards. The subrecipient will develop proposed key performance indicators (KPIs) in coordination with NCDOC and submits all KPI frameworks, processes, and documentation for review and approval.

Once KPIs are approved, the subrecipient will:

- Standardizes data processes for collecting, validating, storing, and updating KPI data.
- Documents KPI definitions, calculation methods, data sources, reporting frequency, and responsible staff.
- Submits KPI data according to established reporting schedules.
- Analyzes KPI results to identify trends, performance gaps, and improvement strategies.

KPI measures are reviewed and refined annually, or more frequently as needed based on HUD guidance, program operations, or state priorities.

# Section 6: Federal and State Requirements

All CI Program-funded activities must comply with all applicable federal and State laws, rules, regulations, and policies governing nondiscrimination, accessibility, labor standards, environmental protections, relocation, and privacy. DCR is responsible for ensuring compliance and monitoring implementation across all projects. This section provides a summary of the significant cross-cutting requirements for CI Program activities and is not meant to be comprehensive. To the extent this summary conflicts with, or is ambiguous or incomplete, applicable federal and State law controls.

## 6.1 Civil Rights and Fair Housing Compliance

All program activities must comply with all applicable federal civil rights and fair housing requirements, including:

- Title VI of the Civil Rights Act of 1964
- Fair Housing Act (42 U.S.C. §§ 3601–3620)
- Section 504 of the Rehabilitation Act of 1973
- Title II and III of the Americans with Disabilities Act (ADA)
- Section 109 of the Housing and Community Development Act of 1974
- HUD's implementing regulations at 24 CFR Parts 8, 100, and 91

These provisions prohibit discrimination based on race, color, religion, sex, national origin, familial status, age, or disability, among other things.

Subrecipients are responsible for ensuring that marketing, tenant selection, property management practices, and operations fully comply with these requirements. Documentation demonstrating compliance with the Fair Housing Act must be maintained and made available to DCR during monitoring.

## 6.2 Americans with Disabilities Act (ADA)

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation. DCR takes affirmative steps to ensure that people with disabilities have equal access to the programs offered by DCR, and that any services are delivered in the most integrated manner possible. DCR also ensures that reasonable modifications or changes to policies, practices, or procedures are made in order to guarantee people with disabilities equal access to services and programs.

CI Program projects must be designed, constructed, or rehabilitated in full compliance with applicable federal accessibility standards. These include Section 504 of the Rehabilitation Act and HUD's Uniform

Federal Accessibility Standards (UFAS), the 2010 Americans with Disabilities Act (ADA) Standards for common areas and public accommodations, and the Fair Housing Act (FHA) design and construction requirements for covered multifamily dwellings consisting of four or more units first occupied after March 13, 1991.

In addition to these minimum standards, projects are required to provide reasonable accommodation and modifications as necessary to ensure equal access and usability for individuals with disabilities. Where feasible, projects are encouraged to incorporate universal design features that enhance accessibility for all residents. DCR reserves the right to impose additional accessibility requirements based on program targeting and identified community needs.

DCR will ensure that advisory relocation services and all URA implementation are accessible to individuals with special needs and free from discrimination. To comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA), DCR will:

- Ensure facilities where tenants interact with staff are accessible and usable for persons with disabilities.
- Provide communication assistance, including sign language, braille, interpreters, and support for individuals with limited English proficiency.
- Offer home visits or similar alternatives for tenants who are homebound or unable to visit a Renew Center
- Provide timely accommodations for tenants with hearing, visual, or mobility limitations.
- Coordinate with an authorized tenant designee, such as someone with power of attorney or a legally authorized representative, when needed.

## 6.3 Section 504 Accessibility and Compliance

Section 504 of the Rehabilitation Act and HUD's implementing regulations at 24 CFR Part 8 are triggered by the receipt of federal financial assistance. The entire project is covered by Section 504 because of this receipt of federal funding. This includes, for example, reasonable accommodation requirements, effective communication obligations, and ensuring program accessibility for individuals with disabilities.

## 6.4 Limited English Proficiency Access

Consistent with federal civil rights requirements, all CI program activities must ensure meaningful access to program information and services for individuals with limited English proficiency (LEP). This includes translating vital documents, offering interpretation services, and aligning with DCR's Language Access Plan (LAP). Failure to provide language access may constitute a violation of federal civil rights law and result in compliance findings or corrective actions.

For additional information, see DCR's Language Access Plan (LAP).

## 6.5 Davis-Bacon and Related Acts

As required by Section 110 of the Housing and Community Development Act, and as outlined in HUD Handbook 1344.1 Rev 3, Federal Labor Standards Requirements in HUD Programs, project sponsors are responsible for ensuring compliance with the requirements of the Davis-Bacon Act (DBA), as well as with the Copeland Anti-Kickback Act, the Contract Work Hours and Safety Standards Act (CWHSSA) and the Fair Labor Standards Act (FLSA), collectively referred to herein as Davis-Bacon and Related Acts (DBRA).

The requirements of DBRA apply to contractors and subcontractors carrying out federally funded or federally assisted contracts in excess of $2,000 for the construction, alteration, or repair of public buildings or public works or for the construction work of a residential property consisting of 8 or more units. The eight or more-unit threshold applies to the number of units on the property, not the number of units being rehabbed or newly constructed. Property refers to one or more contiguous lots or parcels, commonly owned and operated as one rental project. In some cases, North Carolina Prevailing Wage Law is in effect. In these cases, the higher prevailing wage rate between the Federal and State requirements must be adhered to and made applicable.

The "Anti-Kickback" provision of the Copeland Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR Part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls. The U.S. Department of Labor describes the Copeland Act's Anti-Kickback as prohibiting contractors and subcontractors performing work on covered contracts from in any way inducing an employee to give up any part of entitled compensation. The Copeland Act and implementing regulations also require contractors and subcontractors performing on covered contracts to pay their employees on a weekly basis and in cash or a negotiable instrument payable on demand and to submit weekly payroll reports.

Prime contractors and subcontractors on DBRA contracts in excess of $150,000, or related Act contracts in excess of $100,000, are also required, under the applicable provisions of CWHSSA (40 USC, Chapter 5, Sections 326- 332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240), as amended, to pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular pay for all hours worked over 40 in a work week. Additionally, DCR must follow the reporting requirements per HUD and U.S. Department of Labor regulations. This requirement also extends to DCR recipients and contractors.

DCR is responsible for monitoring labor compliance and may conduct interviews with workers, payroll audits, and site inspections. Noncompliance may result in enforcement actions, repayment of disallowed costs, or termination of funding.

## 6.6 Section 3

Section 3 of the Housing and Urban Development Act helps foster local economic development, neighborhood economic development, and individual self-sufficiency. Section 3 requires that economic opportunities generated by CDBG-DR funds be targeted toward Section 3 residents, those persons of low- and very low-income, particularly those who live or reside in public or government assisted housing.

Projects receiving more than $300,000 in CDBG-DR funds, developers and contractors are required to the greatest extent feasible, to provide training and job and business opportunities to low-income residents, especially those in the project area. The goal is for 25% of total work hours to be done by Section 3 workers and 5% by targeted workers (such as public housing residents). Contractors must include Section 3 language in contracts, post notices of job opportunities at the job site, keep detailed hiring and labor records, and report to DCR.

DCR is required to monitor Section 3 compliance and, as a result, may require applicants, subrecipients, or contractors to provide to it or its designee all necessary and supporting documentation for DCR to ensure the same. For those entities that receive more than $300,000 in HUD CDBG-DR assistance, DCR requires that an approved Section 3 plan be in place before the project is awarded and approved. Any failure to cooperate or comply may result in corrective action, including repayment, de-obligation of funds, or other enforcement actions as determined by DCR.

## 6.7 Minority- and/or Women-Owned Businesses

Minority-owned business enterprises (MBEs) must be at least 51 percent unconditionally and directly owned by one or more socially and economically disadvantaged individuals who are citizens of the United States (13 CFR Part 124). Women-owned business enterprises (WBEs) must be at least 51 percent owned and controlled by women who are U.S. citizens (13 CFR Part 127, Subpart B).

2 CFR 200.321 requires DCR to take all necessary steps to ensure that all subrecipients, contractors, or subcontractors funded in whole or in part with HUD CDBG-DR financial assistance ensure that contracts and other economic opportunities are directed to small businesses, M/WBEs, veteran-owned businesses, and labor surplus area firms when possible.

North Carolina ensures that public entities utilize M/WBEs through its Historically Underutilized Businesses (HUB) Program managed at the Division of Administration. As noted in the State's Executive Order 25, Section 5 (EO 25), the HUB Program works to incorporate HUD's programmatic requirements into contracting opportunities. Pursuant to EO 25, and as applicable, DCR, and through its subrecipients and contractors, must make best efforts to achieve an overall M/WBE participation goal of 10% of the entire contract.

## 6.8 Force Account Labor

Force account occurs when a local government subrecipient decides to perform specific duties using its own employees or equipment to perform CDBG-DR project-related work, as opposed to using a contractor or vendor to complete those services. Force account may be used for services including construction, inspection, administration, project delivery, engineering, or other professional services. For example, a locality may procure a contractor to replace storm-damaged sewer lines but may choose to make the necessary post-construction street repairs using force account labor and equipment. In order to use force account labor, subrecipients must demonstrate that they have the staff, experience, equipment, and capacity to perform the work and must request and receive prior approval from DCR. This may be documented by approval of a project budget that includes force account labor as a line item. When using local staff, the subrecipient must have written personnel and employment policies that address specifically prohibited discriminatory practices against federally protected classes. These policies must comply with all applicable federal and state statutes and regulations.

Subrecipients that proceed without prior approval risk disallowance of all costs incurred. If eligible and properly documented, force account work may be reimbursable from the subrecipient's project budget. Force account may also help subrecipients leverage funds to use for other expenditures for which the subrecipient lacks in-house capacity.

## 6.9 Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)

As a HUD-assisted program, the CI Program is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., Section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), to the extent HUD has not waived or provided alternative requirements, and HUD's implementing regulations including 49 CFR Part 24, 24 CFR Part 42, and 24 CFR Part 570, as applicable. These requirements apply to any acquisition, rehabilitation, or demolition of property funded in whole or in part with CDBG-DR funds that results in the temporary or permanent displacement of persons and businesses, as defined by 49 CFR Part 24.2, including tenants displaced due to rehabilitation, demolition, or acquisition or any physical or economic displacement associated with a federally assisted real estate project.

If the CI program project triggers acquisition, rehabilitation, or demolition that involuntarily displaces households or businesses, the Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA) applies. URA protections include relocation notices, advisory services, moving cost assistance, and replacement housing payments. DCR monitors compliance with the URA, and may require relocation plans, budgets, or proof that proper notices were issued prior to award. Any failure to cooperate or

comply may result in corrective action, including repayment, de-obligation of funds, or other enforcement actions as determined by DCR.

## 6.10 Residential Anti-Displacement

DCR seeks to minimize displacement by ensuring that any activities involving temporary or permanent displacement comply with its CDBG-DR Residential Anti-Displacement and Relocation Assistance Plan (RARAP).

## 6.11 Environmental Review

All activities under the CI Program are subject to environmental review in accordance with 24 CFR Part 58, the National Environmental Policy Act (NEPA), and other applicable federal and state environmental laws. The purpose of the environmental review process is to ensure that proposed projects do not negatively affect the environment (natural and human) and any identified environmental mitigation conditions are required to be met.

### 6.11.1 Responsible Entity

DCR is the Responsible Entity (RE) for environmental review under 24 CFR Part 58. In this role, DCR will:

- Complete all required environmental reviews;
- Publish and distribute public notices as required;
- Maintain the Environmental Review Record (ERR);
- Prepare as needed the Request for Release of Funds (RROF);
- Verify that no choice-limiting actions have occurred prior to the Authorization to Use Grant Funds (AUGF) is received; and
- Ensure that projects do not proceed until environmental clearance is issued.

In limited cases, DCR may delegate certain environmental review responsibilities or adopt environmental reviews conducted by other authorized local governments or state agencies, where permitted under 24 CFR Part 58. Any such delegation will be documented through a written agreement (e.g., Memorandum of Understanding or Interagency Agreement) that clearly outlines roles and responsibilities. Regardless of delegation, DCR remains the Responsible Entity and retains ultimate responsibility for ensuring compliance with NEPA and all applicable federal and state environmental requirements.

### 6.11.2 Timing and Restrictions on Commitment of Funds

In accordance with 24 CFR § 58.22, no commitment of CDBG-DR funds may occur, nor may any legally binding agreement for the purchase of property, or the commencement of physical work, including demolition, site clearing, or construction, be undertaken prior to DCR's completion of the environmental

review process and the issuance of a formal Notice to Proceed. The primary purpose of a notice to proceed (NTP) is to control the timing of construction activities and avoid initiation of construction without proper permits or authorization by the Program. Any activity undertaken prior to environmental clearance is considered a choice-limiting action and may render the project ineligible for CDBG-DR assistance.

### 6.11.3 Scope of Review

Depending on the nature and location of the project, the environmental review may examine a range of potential impacts. These include but are not limited to compliance with historic preservation laws, such as Section 106 of the National Historic Preservation Act; evaluation of floodplain and wetlands risks; noise and vibration hazards; and the presence of hazardous materials or contamination, including proximity to toxic or explosive sites and the suitability of soils.

The review may also consider land use compatibility, including zoning, siting, and conformance with local and regional plans, as well as the project's impact on infrastructure and public services, such as water and sewer systems, stormwater drainage, transportation access, and emergency response capacity. In addition, reviewers will assess socioeconomic and demographic impacts, including the potential for displacement and compliance with environmental justice principles.

Finally, the environmental review may address impacts on natural resources and ecosystems, including air and noise quality, endangered species, and protected habitats. All reviews will be conducted in accordance with 24 CFR Part 58 and HUD environmental assessment guidance, including Form HUD-4128 where applicable.

Projects located in the FFRMS floodplain will require documentation of flood mitigation compliance per 24 CFR Part 55, and may require elevation, flood insurance, or alternative siting. Minimum flood insurance requirements are governed by applicable federal, state, local, and tribal laws and regulations related to both flood insurance and floodplain management and are set forth in HUD's 2025 Revised Universal Notice at Section III.B.11.a.

### 6.11.4 Environmental Conditions for Approval

As a condition of receiving CDBG-DR assistance, project sponsors must cooperate fully with environmental review staff, provide all necessary project information, and comply with any mitigation or remediation measures identified through the environmental review process. Environmental clearance must be secured before the project undertakes any choice limiting actions.

## 6.12 Protecting Sensitive and Personal Identifiable Information

CI Program subrecipients, recipients, contractors, and property managers must protect any personal data—like Social Security numbers, income details, or disability status—when carrying out CI Program activities. Access should be limited to authorized staff, records must be securely stored, and electronic files must be encrypted and password protected. Sensitive information should never be shared by unsecured email, and any breaches must be reported to DCR right away. Until the State issues its full policy, federal privacy laws and HUD guidance apply.

## 6.13 Conflict of Interest (COI)

All parties involved in the CI Program (e.g., DCR Staff, subrecipients, recipients, and contracted consultants, etc.) must comply with applicable state and federal conflict of interest requirements, including 2 CFR Parts 200.112, 200.318, and 200.319, and 24 CFR 570.489(h). Individuals or entities may not participate in the selection, award, or administration of any contract or activity supported by CI Program funds if a real or apparent conflict of interest exists or potential conflicts have not been addressed administratively.

Each participant must disclose any financial or personal interest that could affect objectivity or result in personal gain. DCR will review all disclosures and determine whether a waiver is allowable under federal regulations. A Conflict of Interest Certification must be signed by applicable entities during application, contracting, or assignment of program roles, and must be updated as often as necessary to keep the information current and accurate.

Failure to disclose or resolve conflicts of interest may result in disqualification, funding recapture, or other corrective action.

# Section 7: Financial Management and Disbursement

## 7.1 Allowable Costs

CDBG-DR funds may only be used for costs that are necessary, reasonable, and directly tied to eligible development activities. Costs must be consistent with 2 CFR Part 200 (Cost Principles), the 2025 Revised Universal Notice, and HUD guidance on eligible construction and housing activities under Title I of the Housing and Community Development Act of 1974, as further defined in HUD Notice CPD-16-02 and 24 CFR § 570.201–204.

## 7.2 Pre-Award or Pre-Agreement Costs

### 7.1.1 Pre-Award or Pre-Agreement Costs

Under the CI Program, once a project is selected it moves into preliminary award; during the preliminary award phase, Environmental Review and other matters are handled before a project can move to full award. Certain soft costs incurred after selection and before agreement or full award may be eligible for reimbursement if they:

- Are directly tied to eligible project activities;
- Are necessary for project implementation; and
- Are documented at the time of application.

Examples include architectural design and environmental assessment; a more extensive list of allowable soft costs can be found in 7.1.3 below. Applicants are required to document such costs and submit them for DCR review for eligibility and cost reasonableness. All pre-award or pre-agreement costs are incurred at the applicant's own risk and may only be considered for reimbursement if the project:

- Is awarded;
- Completed environmental clearance;
- Enters into a fully executed grant agreement; and
- No prohibited "Choice-Limiting Actions" occur before environmental clearance.

### 7.1.2 Examples of Allowable Direct Construction Costs

- Acquisition of land and/or buildings (if not previously owned by the applicant)
- Environmental review costs (if not performed by DCR)
- Architectural and engineering services
- Demolition and site preparation
- Hard construction costs including:
    - Structural work,
    - Interior and exterior finishes,
    - Accessibility improvements,
- Mitigation measures (e.g., elevation, floodproofing)
- Utility and infrastructure connections
- Green building and energy efficiency improvements
- Builder profit and overhead (within program caps)
- Relocation costs, if applicable under the Uniform Relocation Act

### 7.1.3 Examples of Allowable Direct Soft (Non-Construction) Costs

The following costs may be allowable if directly tied to project development, properly budgeted, and approved in advance. These are direct costs and are not considered indirect or general administrative expenses (e.g., general overheard):

- Activity (or program) delivery costs, including administrative costs directly related to carrying out eligible activities;
- Market studies and appraisals;
- Construction management services;
- Legal and closing costs;
- Insurance and permit fees directly attributable to construction;
- Third-party inspections and certifications (e.g., lead/mold/asbestos/radon clearance, green building verification).

### 7.1.4 Activity Delivery Costs

The activity (or project) delivery costs (ADCs) of subrecipients, which include administrative costs that are directly related to carrying out CDBG-DR eligible activities, see 24 CFR § 570.206, are allowable costs directly related to the implementation and administration of eligible activities under the CI Program. These costs are distinct from indirect or general administrative costs and must be:

- Reasonable and allocable, as defined by 2 CFR § 200.404 and 405;
- Documented in accordance with 2 CFR § 200.302 (Financial management); and
- Consistent with HUD guidance in CPD Notices 2013-07 and 2023-06, which outline eligible activity delivery costs for CDBG-DR and Mitigation funds.

ADCs include, but are not limited to:

- Environmental review services;
- Administrative costs directly related to carrying out CDBG-DR eligible activities;
- Contractor technical assistance;
- Legal services related to program agreements;
- Application intake and documentation review.

ADCs may be charged to the individual project budget as appropriate. All such costs must be adequately documented and will be evaluated for cost reasonableness and compliance with 2 CFR Part 200 cost principles. Caps on ADCs may be included in individual NOFOs.

Beneficiaries (e.g., contractors, business owners, and homeowners) are not recipients or subrecipients (see 2 CFR 200.1 and 570.500(c)) and therefore cannot incur ADCs.

## 7.3 Unallowable Costs

The indirect or general administrative expenses of subrecipients that are not directly related to carrying out CDBG-DR eligible activities, see 24 CFR § 570.206, i.e., those that are not ADCs, will not be reimbursed. Unallowable costs also include those prohibited under federal cost principles or those associated with activities deemed ineligible pursuant to 24 CFR § 570.207.

## 7.4 Procurement and Bidding

Procurement under the CI Program must comply with the most restrictive applicable Federal, State, or local requirements. CI Program projects must follow federal procurement standards (2 CFR 200, Subpart D) to the extent applicable to state and local government grantees and their subrecipients, as well as all applicable state and local rules that ensure fair competition and reasonable costs. Local government subrecipients must have in place or adopt a procurement policy that complies with the requirements of 2 CFR 200.318-327.

Designs must be prepared by licensed professionals, include backup bid options (adds and deducts), and go through value engineering to find cost savings. Projects must also meet resilience, energy, accessibility, and environmental requirements. Bids must be based on approved plans, fully documented, and awarded to qualified contractors who meet licensing, insurance, and labor compliance requirements.

For additional information, see DCR's Procurement Manual.

## 7.5 Invoicing and Payment Requests

All requests for reimbursement or disbursement of CI Program funds must follow an established invoicing and payment process administered by DCR. These requests must comply with applicable federal and DCR financial management regulations, including:

- 2 CFR § 200.302 (Financial management);
- 2 CFR § 200.305 (Federal payment);
- 24 CFR § 570.502 (Applicability of uniform administrative requirements);
- 2025 Revised CDBG-DR Universal Notice, Section V.C (Grant administration and financial management); and
- DCR's Timely Expenditures of Grant Funds Policy.

### 7.5.1 General Requirements

- All CI Program funds must be paid on a reimbursement basis, unless otherwise authorized (e.g., relocation payments in accordance with 49 CFR Part 24).

- Payment requests may only be submitted after execution of the funding agreement and must correspond to the approved project budget, scope of work, and construction timeline.
- The timing and amount of disbursement must minimize the time between receipt and expenditure of funds in accordance with 2 CFR § 200.305(b).
- Expenditures must be supported by adequate documentation and demonstrate that costs are:
    - Allowable under 2 CFR Part 200, Subpart E,
    - Reasonable and allocable pursuant to 2 CFR § 200.404–200.405, and
    - Incurred for eligible activities under 24 CFR § 570.201–570.206.

### 7.5.2 Required Payment Request Package Components

Each payment request must include the following elements:

- Itemized invoices from contractors, vendors, or service providers;
- Proof of incurred cost, such as canceled checks, executed contracts, or payment certifications;
- Documentation of work completed, such as progress photos, inspection reports, or architect's certifications;
- Updated budget-to-actual expenditure tracking;
- Signed certification by the authorized applicant representative, affirming compliance with all applicable federal and state requirements.

DCR reserves the right to request additional documentation to support payment requests, in accordance with 2 CFR § 200.302(b)(3)–(7).

### 7.5.3 Review and Approval Process

Payment requests will be reviewed and approved, by program managers, using the following process:

1. Submission: Payment packages must be submitted electronically via DCR's designated grants management system.
2. Review for Completeness: DCR will verify eligibility and compliance under the applicable program rules and 24 CFR § 570.502.
3. Clarifications or Corrections: If deficiencies are identified, the applicant will be notified and given an opportunity to revise and resubmit the package.
4. Approval and Disbursement: Once approved, funds will be disbursed in accordance with the draw schedule and 2 CFR § 200.305(b) requirements.

### 7.5.4 Retainage and Withholding

DCR may retain up to 10 percent of the requested amounts until certain project milestones are met or until project closeout. Additional amounts may be withheld if:

- The request is incomplete or unsupported;
- Monitoring identifies unresolved findings (2 CFR § 200.339); or
- The project is out of compliance with grant terms or federal regulations.

## 7.6 Construction Payment Process

The Construction Payment Process under the CI Program governs the disbursement of CDBG-DR funds tied specifically to construction-related costs. This process is designed to ensure timely payments to contractors while maintaining federal compliance, cost reasonableness, and appropriate documentation standards.

All construction payment requests must align with federal financial and grant management regulations, including:

- 2 CFR § 200.302 – Financial management;
- 2 CFR § 200.305 – Federal payment;
- 2 CFR § 200.317–200.327 – Procurement standards (if applicable);
- 24 CFR § 570.502 – Applicability of uniform administrative requirements;
- 24 CFR § 570.200(a)(5) – Cost principles.

### 7.6.1 Payment Timing and Frequency

Payment requests for construction activities must be submitted based on verified progress. The payment schedule should be established in coordination with DCR and should generally follow milestone-based or monthly intervals, depending on project size and scope.

No more than one payment request may be submitted per month unless a waiver is granted.

### 7.6.2 Required Documentation

Each construction payment request must include:

- Contractor pay application (e.g., AIA G702/G703 or equivalent);
- Supporting invoices for labor and materials;
- Updated construction budget and payment ledger;
- Evidence of work completed, such as:
    - Photos,
    - Third-party inspector signoffs,
    - Architect's certification (if applicable);
- Lien waivers or conditional releases for previously reimbursed payments;
- Certified payrolls (if Davis-Bacon applies under 24 CFR § 570.603).

All documentation must be retained by the recipient in accordance with the most restrictive Federal, State or local requirements and made available to DCR or HUD upon request.

### 7.6.3 DCR Review and Oversight

Upon submission, DCR will:

1. Verify consistency with the approved construction budget and scope of work;
2. Confirm eligibility and reasonableness of costs;
3. Conduct site inspections, when necessary, to validate progress;
4. Review labor standards compliance, if applicable;
5. Issue payment authorization once all requirements are satisfied.

DCR reserves the right to delay or withhold payment approval if discrepancies, cost concerns, or documentation deficiencies arise (per 2 CFR § 200.339).

### 7.6.4 Retention and Final Payment

- A retainage of up to 10 percent may be held from each payment until substantial completion or closeout.
- Final construction payments must include:
    - Completion photos;
    - Final mechanic's lien releases;
    - Final inspection report or punch list approval;
    - Final budget reconciliation.

Final disbursement will not occur until all program, environmental, and contractual conditions are met.

## 7.7 Program Income

Program income activities must comply with the requirements set out in Section III.B.12 of HUD's 2025 Revised Universal Notice, which applies to state or local government grantees, as well as all subrecipients of those grantees. For-profit and non-profit developers are not subject to these program income requirements.

Program income is generally defined as any gross income generated from the use of CDBG-DR funds. When program income is generated by an activity that is only partially assisted with CDBG-DR funds, the income shall be prorated to reflect the percentage of CDBG-DR funds used.

All program income must be:

- Reported in the Disaster Recovery Grant Reporting (DRGR) system and recorded in internal financial records;
- Returned to DCR unless an alternative use or retention is expressly authorized in writing;
- Expended on eligible CDBG-DR activities prior to the drawdown of additional federal funds, in accordance with 24 CFR § 570.504.

DCR is responsible for the tracking, reporting, and management of all program income in compliance with HUD regulations and DRGR guidance.

Subrecipients that generate program income must:

- Promptly report program income and remit to DCR;
- Comply with all remittance and documentation requirements specified in their grant agreements;
- Ensure that all use of program income meets CDBG-DR eligibility standards and federal cost principles under 2 CFR Part 200.

Failure to comply with program income requirements may result in repayment, de-obligation of funds, or other enforcement actions as determined by DCR.

## 7.8 Financial Reporting and Audit

All project sponsors of CI Program funds must maintain financial records and reporting practices that ensure transparency, accountability, and compliance with federal grant requirements. These responsibilities are governed by:

- 2 CFR § 200.302 – Financial management;
- 2 CFR § 200.328–200.330 – Financial and other program reporting;
- 2 CFR Part 200, Subpart F – Audit requirements;
- 24 CFR § 570.502 – Applicability of uniform administrative requirements;
- Other State and local requirements.

### 7.8.1 Financial Reporting Requirements

CI Program participants must submit financial reports to DCR as required in its funding agreements. Reports must include:

- Expenditure-to-budget comparisons;
- Line-item budget updates reflecting actual costs to date;
- Cash on hand balances, if any advance payments were made;
- Construction progress tied to financial payments.

Reporting frequency (typically quarterly or monthly) will be determined by DCR based on project size, risk level, and funding structure. Reports must be accurate, complete, and submitted on time, as required by 2 CFR § 200.328.

### 7.8.2 Annual Single Audit Requirement

Any non-Federal entity that expends $1,000,000 or more in total federal funds (all sources including CDBG-DR) during its fiscal year is subject to the Single Audit Act and must:

- Conduct an independent audit in accordance with 2 CFR § 200.501;
- Submit the audit to the Federal Audit Clearinghouse (FAC) within 30 calendar days of receipt of the auditor's report or 9 months after the end of the fiscal year (whichever is earlier);
- Provide a copy of the audit or audit confirmation to DCR.

If the CI project is part of a larger organizational audit, the project sponsor must ensure that the Schedule of Expenditures of Federal Awards (SEFA) clearly identifies CDBG-DR funds by CFDA/Assistance Listing Number 14.228.

Local governments and public authorities must adhere to N.C. Gen. Stat. § 159-34 and the requirements of the Local Government Commission (LGC). All non-state entities except contractors and local governments must follow the NC Administrative Code (NCAC) Chapter 09, Subchapter 03M, Section .0100 (09 NCAC 03M .0100), *et seq*.

### 7.8.3 Corrective Action and Resolution

If the audit identifies material weaknesses, questioned costs, or noncompliance:

- The project sponsor must submit a Corrective Action Plan within 30 days;
- DCR will work with the entity to ensure timely resolution and monitor progress per 2 CFR § 200.511;
- Unresolved or repeated findings may result in suspension of payments, repayment of disallowed costs, or other remedies under 2 CFR § 200.339.

### 7.8.4 DCR Monitoring

In addition to external audit requirements, DCR will conduct periodic internal financial monitoring to:

- Review accounting practices;
- Assess payment documentation and disbursement controls;
- Confirm compliance with cost principles under 2 CFR Part 200, Subpart E;
- Ensure adherence to matching, leveraging, and DOB requirements.

# Section 8: Compliance and Monitoring

## 8.1 Performance Monitoring and Site Inspections

DCR will conduct performance monitoring and physical site inspections to verify that projects funded under the CI Program are developed and operated in accordance with all applicable federal, state, and program-specific requirements.

This monitoring aligns with the requirements of:

- 2 CFR §§ 200.328-332 – Monitoring responsibilities;
- 24 CFR § 570.503(b) – Agreements with subrecipients;
- 2025 Revised Universal Notice.

### 8.1.1 Monitoring Objectives

- Ensure that project construction and operations meet program goals;
- Identify and address noncompliance or performance issues early;
- Verify the eligibility of costs and beneficiaries;
- Confirm that environmental, labor, accessibility, and other legal requirements are met.

### 8.1.2 Monitoring Schedule

Monitoring visits will occur based on a risk analysis conducted by DCR. The frequency and type of monitoring will depend on factors such as project complexity, prior compliance history, stage of development, and expenditure levels. Monitoring visits may include:

- Pre-construction (to confirm site conditions and readiness);
- During construction (to review progress and compliance with Davis-Bacon, Section 3, and accessibility requirements); and
- At completion as well as a five-year record retention, along with any other requirements indicated in SRA.

### 8.1.3 Onsite Inspections

DCR or its designee will conduct onsite inspections for projects determined to require additional oversight, based on risk assessment and monitoring plan. Findings will be documented in a Monitoring Report, which may include required corrective actions and deadlines for resolution. Failure to comply with the monitoring and inspection process or to resolve findings may result in suspension of payments or recapture of funds under 2 CFR § 200.339, as well as other remedial actions such as technical

assistance mandates, increased oversight or reporting frequency, or suspension from future funding rounds.

## 8.2 Record Retention and Reporting

State law (09 NCAC 03M .0703) requires all program-related records to be retained for a minimum of 5 years from project closeout or until all audit exceptions have been resolved, whichever is longer. All records – including all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits – must be accessible to DCR, representatives of HUD, the HUD Office of the Inspector General (OIG), and the General Accounting Office, and other oversight bodies upon request. Reports must be submitted regularly, and missing or incomplete records may trigger corrective actions or withheld payments.

## 8.3 Fraud, Waste, and Abuse

Grantees and subrecipients must ensure that CI Program funds are spent properly and efficiently. As a result, each must have adequate policies and procedures in place to prevent fraud, waste, and abuse and to provide CDBG-DR beneficiaries with information to prevent, become aware of, and assist in reporting, the same, as set forth in Section II.A.1.d of HUD's 2025 Revised Universal Notice. All grantees receiving funds for the first time shall attend and require subrecipients to attend fraud-related training provided by HUD Office of the Inspector General (OIG), when offered, to assist in the proper management of CDBG-DR grant funds.

In accordance with 2 CFR 200.113, grantees and subrecipients of CDBG-DR must promptly inform in writing the OIG and HUD when it has credible evidence of violations of federal criminal law involving fraud, bribery, or gratuities or a violation of the civil False Claims Act that could potentially affect the federal award at https://www.hudoig.gov/hotline/report-fraud (a subrecipient must also inform DCR of the same). All other instances of fraud, waste, and abuse should be referred to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).

Moreover, anyone can report suspected fraud, waste, or abuse to DCR, state agencies, HUD, or the U.S. Treasury. DCR supports compliance through training and oversight.

For additional information, see DCR's Fraud, Waste, and Abuse Policy.

## 8.4 Corrective Action and Risk-Based Monitoring

### 8.4.1 Risk-Based Monitoring Approach

In accordance with 2 CFR § 200.332(c), DCR will implement a risk-based monitoring strategy to assess the level and frequency of monitoring required for each CI Program recipient.

Key risk factors include:

- Size of the award or subgrant;
- Complexity of the project (e.g., multi-phase developments, layered funding);
- Past performance, including timeliness and quality of reporting;
- Results of previous monitoring visits;
- Environmental review level; and
- Organizational capacity and staffing changes.

Based on this assessment, DCR will assign recipients to a low, moderate, or high-risk category, which will inform:

- Frequency of desk reviews and onsite monitoring;
- Additional technical assistance needs.

### 8.4.2 Corrective Action Process

If noncompliance is identified through monitoring, DCR will issue a formal Notice of Finding or Concern, which outlines:

- The nature of the issue;
- The regulatory requirement violated;
- Required corrective actions;
- A deadline for resolution (typically 30–60 days).

In cases of serious or repeated noncompliance, DCR may:

- Impose payment holds or conditions;
- Require reimbursement of disallowed costs;
- Refer the issue for further review or enforcement.

Corrective actions must be documented and verified by DCR staff prior to closing the issue. Continued failure to resolve findings may result in suspension or termination of funding, consistent with 2 CFR § 200.339.

# Section 9: Closeout and Program Amendments

In accordance with 2 CFR § 200.344 and HUD's 2025 Revised Universal Notice, DCR will initiate closeout procedures once all construction work has been completed, all funds disbursed, and any performance benchmarks have been met. Final reports, documentation, and certification of compliance will be required prior to grant closeout.

## 9.1 Project Completion and Closeout Checklist

Once a project funded through the CI Program reaches physical completion and final disbursement of funds, DCR will initiate the closeout process. This involves verifying that all program requirements have been met and that no outstanding obligations remain.

Project sponsors must submit at a minimum a Project Closeout Package, which includes:

- Final inspection report;
- Final budget and expenditure report;
- Documentation of final payment and lien waivers;
- Certification of compliance with Davis-Bacon, Section 3, and Section 504 (if applicable);
- Environmental clearance or mitigation documentation (as required).

DCR will conduct a closeout review and issue a formal closeout letter, documenting that all funds were used appropriately and that the project has complied.

## 9.2 Program Amendments and Policy Revisions

DCR may amend the CI Program's policies, procedures, or implementation strategy in response to evolving recovery needs, regulatory changes, public feedback, or HUD direction. Amendments may involve adjustments to funding allocations, program priorities, compliance requirements, or eligibility criteria.

Any substantial amendment to the CI Program will be made consistent with the provisions of the Action Plan and subject to HUD's substantial amendment requirements, as defined in the 2025 Revised Universal Notice. DCR will also issue updated program documents, policies, or NOFOs as necessary to communicate changes to stakeholders and applicants.

Subrecipients and contractors will be required to comply with the most current program guidance, unless otherwise specified in their executed funding agreements.

## 9.3 Revisions to Program Scope or Budget

Any changes to the scope, budget, or timeline of an awarded CI Program project must be reviewed and approved by DCR in writing prior to implementation.

Examples of project-level amendments include:

- Changes to location, ownership entity, or design specifications;

- Material changes to project financing, including leveraged sources[5];
- Budget revisions involving reallocation across major line items (e.g., soft costs to hard costs), including any revision that results in a cumulative change of 10 percent or more of the total project budget, will require a written amendment and prior approval by DCR; and
- Requests for extensions to construction timelines.

Project sponsors must submit a written amendment request with justification, revised project documents, and any applicable third-party approvals. DCR will evaluate whether the change:

- Remains compliant with the project's original purpose and federal eligibility;
- Does not result in a duplication of benefits; and
- Continues to meet the requirements of all applicable regulations.

If the revision is approved, an amendment to the funding agreement will be issued and signed before changes take effect. Amendments must be documented and retained in the project file per 2 CFR § 200.334.

# Section 10: Citizen Participation and Public Engagement

DCR is committed to engaging the public in a transparent and effective manner throughout the design and implementation of the CI Program. Citizen participation is a required element under the CDBG-DR program and ensures that recovery investments reflect the needs of communities affected by Hurricane Helene. Additionally, each local government receiving assistance from DCR must also follow a detailed citizen participation plan that satisfies the requirements of 24 CFR Part 570.486 (except as provided for in waivers and alternative requirements).

For additional information, see DCR's Citizen Participation Plan (CPP).

## 10.1 Overview and Regulatory Requirements

DCR's citizen participation approach is guided by the requirements set forth in:

- The 2025 Revised Universal Notice;
- 24 CFR Part 570.486 (Citizen Participation);
- The State's HUD-approved CDBG-DR Action Plan; and
- DCR's Citizen Participation Plan (CPP).

[5] A material change refers to any modification that significantly alters the scope, cost, timing, financing structure, or compliance of the project.

These policies and regulations require that DCR provide opportunities for the public to review and comment on major program decisions and ensure that program information is accessible, inclusive, and publicly available throughout the recovery process.

## 10.2 Ongoing Community Engagement

DCR will continue engaging the public and stakeholders during program implementation. Engagement activities may include:

- Stakeholder meetings with local governments;
- Public informational sessions or webinars;
- Program updates posted online; or
- Outreach to communities with significant infrastructure needs.

Public informational sessions or webinars and other public outreach activities will be announced on the DCR website and social media. DCR regularly provides updates and information via LinkedIn, Facebook, and Instagram.

Additional input may be solicited prior to the release of future funding rounds or NOFO updates.

## 10.3 Public Comments and Incorporation

Public comments submitted during formal comment periods or outreach events will be reviewed and considered by DCR. A summary of comments and responses will be published on the program website for each applicable comment period.

Feedback may be used to refine program policies, adjust application requirements, or improve future public outreach efforts.

## 10.4 Complaints

Should any applicant or member of the public have complaints concerning the award or administration of CDBG-DR funds, complaints should be addressed using the following official channels:

- Online: The Complaint Submission Form
- Phone: DCR Complaint Line at 919-707-1560
- Email: dcr.constituentservices@commerce.nc.gov
- Mail: Division of Community Revitalization – Constituent Services
  301 North Wilmington Street
  4301 Mail Services Center
  Raleigh, NC 27699-4301

The Constituent Services team will make every effort to provide a timely written response upon receipt of a citizen's petition, within fifteen (15) business days, as expected by HUD, where practicable.

Reports of suspected fraud, waste, or abuse of government funds may also be directed to the Office of State Budget and Management at FWA@osbm.nc.gov.

## 10.5 Contact Information and Public Access

Program updates, Action Plan materials, and information on how to submit public comments are available on DCR's disaster recovery website.

These, and other related DCR policies are also available on DCR's website.

## 10.6 Local Government Citizen Participation Requirements

Each local government receiving assistance must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486. The records must demonstrate that it has notified affected residents through electronic mailings, press releases, statements by public officials, media advertisements, social media, public service announcements, and/or contacts with neighborhood organizations. All applicants must submit evidence of a publicly noticed meeting or public comment period to discuss the proposed project and application for the CI Program. Counties eligible to receive funds must consider the needs of all municipalities (and federally recognized tribes) within the incorporated and unincorporated area of the county (and reservations contiguous to the county).

To meet the minimum requirements for citizen participation local government applicants must hold two public hearings to obtain citizens' comments, at least one of which must be held prior to submitting an application. The notice of such public hearing must be published at least 10 days but no more than 25 days before the date of the hearing. Notice must be published on the local government's website as well as at least one additional method to ensure wide participation. Examples include posting in the non-legal section of the newspaper with general circulation in the area, social media accounts, radio ads, and distribution lists. The notice must state the types of projects to be undertaken, the source and amount of funding available for the activities, the date by which comments must be made, and a contact person for a copy of the proposed application. The application will require documented evidence of properly noticed meetings; an affidavit may be submitted but is not required. Applicants may also allow for an optional comment period to allow for additional public participation. This will be considered as community input for scoring purposes.

# Appendix A: § 570.483 Paragraph B

(b) ***Activities benefiting low and moderate income persons.*** An activity will be considered to address the objective of benefiting low and moderate income persons if it meets one of the criteria in paragraph (b) of this section, unless there is substantial evidence to the contrary. In assessing any such evidence, the full range of direct effects of the assisted activity will be considered. The activities, when taken as a whole, must not benefit moderate income persons to the exclusion of low income persons:

(1) ***Area benefit activities.***

(i) An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. Units of general local government may, at the discretion of the state, use either HUD-provided data comparing census data with appropriate low and moderate income levels or survey data that is methodologically sound. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

(ii) An activity, where the assistance is to a public improvement that provides benefits to all the residents of an area, that is limited to paying special assessments levied against residential properties owned and occupied by persons of low and moderate income.

(iii)

(A) An activity to develop, establish and operate (not to exceed two years after establishment), a uniform emergency telephone number system serving an area having less than 51 percent of low and moderate income residents, when the system has not been made operational before the receipt of CDBG funds, provided a prior written determination is obtained from HUD. HUD's determination will be based upon certifications by the State that:

*(1)* The system will contribute significantly to the safety of the residents of the area. The unit of general local government must provide the state a list of jurisdictions and unincorporated areas to be served by the system and a list of the emergency services that will participate in the emergency telephone number system;

*(2)* At least 51 percent of the use of the system will be by low and moderate income persons. The state's certification may be based upon information which identifies the total number of calls actually received over the preceding twelve-month period for each of the emergency services to be covered by the emergency telephone number system and relates those calls to the geographic segment (expressed as nearly as possible in terms of census tracts, enumeration districts, block groups, or combinations thereof that are contained within the segment) of the service area from which the calls were generated. In analyzing this data to meet the requirements of this section, the state will assume that the distribution of income among callers generally reflects the income characteristics of the general population residing in the same geographic area where the callers reside. Alternatively, the state's certification may be based upon other data, agreed to by HUD and the state, which shows that over the preceding twelve-month period the users of all the services to be included in the emergency telephone number system consisted of at least 51 percent low and moderate income persons.

*(3)* Other federal funds received by the unit of general local government are insufficient or unavailable for a uniform emergency telephone number system. The unit of general local government must submit a statement explaining whether the problem is caused by the insufficiency of the amount of such funds, the restrictions on the use of such funds, or the prior commitment of such funds for other purposes by the unit of general local government.

*(4)* The percentage of the total costs of the system paid for by CDBG funds does not exceed the percentage of low and moderate income persons in the service area of the system. The unit of general local government must include a description of the boundaries of the service area of the system; the census tracts or enumeration districts within the boundaries; the total number of persons and the total number of low and moderate income persons in each census tract or enumeration district,

and the percentage of low and moderate income persons in the service area; and the total cost of the system.

(B) The certifications of the state must be submitted along with a brief statement describing the factual basis upon which the certifications were made.

(iv) Activities meeting the requirements of paragraph (e)(4)(i) of this section may be considered to qualify under paragraph (b)(1) of this section.

(v) HUD will consider activities meeting the requirements of paragraph (e)(5)(i) of this section to qualify under paragraph (b)(1) of this section, provided that the area covered by the strategy meets one of the following criteria:

(A) The area is in a Federally-designated Empowerment Zone or Enterprise Community;

(B) The area is primarily residential and contains a percentage of low and moderate income residents that is no less than 70 percent;

(C) All of the census tracts (or block numbering areas) in the area have poverty rates of at least 20 percent, at least 90 percent of the census tracts (or block numbering areas) in the area have poverty rates of at least 25 percent, and the area is primarily residential. (If only part of a census tract or block numbering area is included in a strategy area, the poverty rate shall be computed for those block groups (or any part thereof) which are included in the strategy area.)

(D) Upon request by the State, HUD may grant exceptions to the 70 percent low and moderate income or 25 percent poverty minimum thresholds on a case-by-case basis. In no case, however, may a strategy area have both a percentage of low and moderate income residents less than 51 percent and a poverty rate less than 20 percent.

(2) ***Limited clientele activities.***

(i) An activity which benefits a limited clientele, at least 51 percent of whom are low and moderate income persons. The following kinds of activities may not qualify under paragraph (b)(2) of this section:

(A) Activities, the benefits of which are available to all the residents of an area;

(B) Activities involving the acquisition, construction or rehabilitation of property for housing; or

(C) Activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (b)(2)(v) of this section.

(ii) To qualify under paragraph (b)(2) of this section, the activity must meet one or the following tests:

(A) It must benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low and moderate income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of “severely disabled,” homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(B) It must require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

(C) It must have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

(D) It must be of such a nature, and be in such a location, that it may be concluded that the activity's clientele will primarily be low and moderate income persons.

(iii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of “severely disabled” will be presumed to qualify under this criterion if it is restricted, to the extent practicable, to the removal of such barriers by assisting:

(A) The reconstruction of a public facility or improvement, or portion thereof, that does not qualify under § 570.483(b)(1);

(B) The rehabilitation of a privately owned nonresidential building or improvement that does not qualify under § 570.483(b) (1) or (4); or

(C) The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under § 570.483(b)(3).

(iv) A microenterprise assistance activity (carried out in accordance with the provisions of section 105(a)(23) of the Act or § 570.482(c) and limited to microenterprises) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity who are low- and moderate-income persons. For purposes of this paragraph, persons determined to be low and moderate income may be presumed to continue to qualify as such for up to a three-year period.

(v) An activity designed to provide job training and placement and/or other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, in which the percentage of low- and moderate-income persons assisted is less than 51 percent may qualify under this paragraph in the following limited circumstances:

(A) In such cases where such training or provision of supportive services is an integrally-related component of a larger project, the only use of CDBG assistance for the project is to provide the job training and/or supportive services; and

(B) The proportion of the total cost of the project borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income.

(3) ***Housing activities.*** An eligible activity carried out for the purpose of providing or improving permanent residential structures that, upon completion, will be occupied by low and moderate income households. This would include, but not necessarily be limited to, the acquisition or rehabilitation of property by the unit of general local government, a subrecipient, an entity eligible to receive assistance under section 105(a)(15) of the Act, a developer, an individual homebuyer, or an individual homeowner; conversion of nonresidential structures; and new housing construction. If the structure contains two dwelling units, at least one must be so occupied, and if the structure contains more than two dwelling units, at least 51 percent of the units must be so occupied. If two or more rental buildings being assisted are or will be located on the same or contiguous properties, and the buildings will be under common ownership and management, the grouped buildings may be considered for this purpose as a single structure. If housing activities being assisted meet the requirements of paragraph (e)(4)(ii) or (e)(5)(ii) of this section, all such housing may also be considered for this purpose as a single structure. For rental housing, occupancy by low and moderate income households must be at affordable rents to qualify under this criterion. The unit of general local government shall adopt and make public its standards for determining "affordable rents" for this purpose. The following shall also qualify under this criterion:

(i) When less than 51 percent of the units in a structure will be occupied by low and moderate income households, CDBG assistance may be provided in the following limited circumstances:

(A) The assistance is for an eligible activity to reduce the development cost of the new construction of a multifamily, non-elderly rental housing project; and

(B) Not less than 20 percent of the units will be occupied by low and moderate income households at affordable rents; and

(C) The proportion of the total cost of developing the project to be borne by CDBG funds is no greater than the proportion of units in the project that will be occupied by low and moderate income households.

(ii) Where CDBG funds are used to assist rehabilitation delivery services or in direct support of the unit of general local government's Rental Rehabilitation Program authorized under 24 CFR part 511, the funds shall be considered to benefit low and moderate income persons where not less than 51 percent of the units assisted, or to be assisted, by the Rental Rehabilitation Program overall are for low and moderate income persons.

(iii) When CDBG funds are used for housing services eligible under section 105(a)(21) of the Act, such funds shall be considered to benefit low and moderate income persons if the housing units for which the services are provided are HOME-assisted and the requirements of § 92.252 or § 92.254 of this title are met.

(4) ***Job creation or retention activities.***

(i) An activity designed to create permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low and moderate income persons. For an activity that creates jobs, the unit of general local government must document that at least 51 percent of the jobs will be held by, or will be made available to low and moderate income persons.

(ii) For an activity that retains jobs, the unit of general local government must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided: The job is known to be held by a low or moderate income person; or the job can reasonably be expected to turn over within the following two years and that it will be filled by, or that steps will be taken to ensure that it is made available to, a low or moderate income person upon turnover.

(iii) Jobs will be considered to be available to low and moderate income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The unit of general local government and the assisted business take actions to ensure that low and moderate income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

(A) He/she resides within a census tract (or block numbering area) that either:

*(1)* Meets the requirements of paragraph (b)(4)(v) of this section; or

*(2)* Has at least 70 percent of its residents who are low- and moderate-income persons; or

(B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (b)(4)(v) of this section and the job under consideration is to be located within that census tract.

(v) A census tract (or block numbering area) qualifies for the presumptions permitted under paragraphs (b)(4)(iv) (A)*(1)* and (B) of this section if it is either part of a Federally-designated Empowerment Zone or Enterprise Community or meets the following criteria:

(A) It has a poverty rate of at least 20 percent as determined by the most recently available decennial census information;

(B) It does not include any portion of a central business district, as this term is used in the most recent Census of Retail Trade, unless the tract has a poverty rate of at least 30 percent as determined by the most recently available decennial census information; and

(C) It evidences pervasive poverty and general distress by meeting at least one of the following standards:

*(1)* All block groups in the census tract have poverty rates of at least 20 percent;

*(2)* The specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent; or

*(3)* Upon the written request of the recipient, HUD determines that the census tract exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness, abandoned housing, and deteriorated infrastructure or substantial population decline.

(vi) As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies under this paragraph, except:

(A) In certain cases such as where CDBG funds are used to acquire, develop or improve a real property (e.g., a business incubator or an industrial park) the requirement may be met by measuring jobs in the aggregate for all the businesses that locate on the property, provided the businesses are not otherwise assisted by CDBG funds.

(B) Where CDBG funds are used to pay for the staff and overhead costs of an entity specified in section 105(a)(15) of the Act making loans to businesses exclusively from non-CDBG funds, this requirement may be met by aggregating the jobs created by all of the businesses receiving loans during any one-year period.

(C) Where CDBG funds are used by a recipient or subrecipient to provide technical assistance to businesses, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving technical assistance during any one-year period.

(D) Where CDBG funds are used for activities meeting the criteria listed at § 570.482(f)(3)(v), this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during any one-year period, except as provided at paragraph (e)(6) of this section.

(E) Where CDBG funds are used by a Community Development Financial Institution to carry out activities for the purpose of creating or retaining jobs, this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during any one-year period, except as provided at paragraph (e)(6) of this section.

(F) Where CDBG funds are used for public facilities or improvements which will result in the creation or retention of jobs by more than one business, this requirement may be met by aggregating the jobs created or retained by all such businesses as a result of the public facility or improvement.

*(1)* Where the public facility or improvement is undertaken principally for the benefit of one or more particular businesses, but where other businesses might also benefit from the assisted activity, the requirement may be met by aggregating only the

jobs created or retained by those businesses for which the facility/improvement is principally undertaken, provided that the cost (in CDBG funds) for the facility/improvement is less than $10,000 per permanent full-time equivalent job to be created or retained by those businesses.

*(2)* In any case where the cost per job to be created or retained (as determined under paragraph (b)(4)(vi)(F)(*1*) of this section) is $10,000 or more, the requirement must be met by aggregating the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses which, as a result of the public facility/improvement, locate or expand in the service area of the public facility/improvement between the date the state awards the CDBG funds to the recipient and the date one year after the physical completion of the public facility/improvement. In addition, the assisted activity must comply with the public benefit standards at § 570.482(f).

(5) ***Planning-only activities.*** An activity involving planning (when such activity is the only activity for which the grant to the unit of general local government is given, or if the planning activity is unrelated to any other activity assisted by the grant) if it can be documented that at least 51 percent of the persons who would benefit from implementation of the plan are low and moderate income persons. Any such planning activity for an area or a community composed of persons of whom at least 51 percent are low and moderate income shall be considered to meet this national objective.

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**SCHEDULED PUBLIC HEARINGS**

**Subject Title: CM - Resolution of Support for Piedmont Affordable Senior Housing Foundation & The Berkeley (Place Holder)**

**Presented by: Brian Epley, County Manager**

**Summary of Information:** TBD

**Strategic Plan Focus Area Alignment:**
**No. 1- Community Advancement**
To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** At the time of agenda distribution, the County Attorney's Office is still reviewing the proposed action for compliance with applicable local, state, and federal laws.

**Suggested Motion: TBD**

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: C-PACE - Commercial Property Assessed Capital Expenditures Presentation**

**Presented by: Kristin Bunn**

**Summary of Information:** The North Carolina Commercial Property Assessed Capital Expenditure (C-PACE) Program allows owners of qualifying commercial property to obtain long-term financing from private capital providers for certain qualifying improvements up to 35% of the value of the property. Qualifying improvements include energy efficiency, renewable energy, resiliency, and water conservation as well as improvements made to address safe drinking water.

**Strategic Plan Focus Area Alignment:**

**No. 2- Economic Growth & Sustainment**

Promotion of Burke County as a business and economic center in the region through recruitment of new industry, creating a healthy business climate through existing businesses.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** At the time of agenda distribution, the County Attorney's Office is still reviewing the proposed action for compliance with applicable local, state, and federal laws.

**Suggested Motion: To receive the C-PACE presentation as given and adopt Resolution No. 2026-18 Intent to Participate**

# NORTH CAROLINA
# C-PACE PROGRAM GUIDELINES AND TOOLKIT

**Administered by:**

**The Economic Development Partnership of North Carolina (EDPNC)**

**Sponsored and Approved by:**

**The North Carolina Department of Commerce**

January 2025

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# I. Introduction to C-PACE

In 2024, the North Carolina State legislature passed SB 802, with the following purpose:

> "The use of a C-PACE Program creates an additional financing mechanism for property owners to use private funds to finance improvements to their eligible property, thereby driving economic development by creating a diversity of jobs in the resilience and clean energy sectors of the economy. The assessment requires minimal upfront costs and provides a more accessible financial mechanism to fund improvements that will increase the tax value of the affected properties at minimal administrative cost to local governments. C-PACE improvements allow property owners to save on their utility bills because the improvements lead to energy or utility savings and will result in improved indoor air quality or increased resilience, which will increase the ability of communities and local governments to respond to natural disasters and improve public health."

Under North Carolina General Statutes §160A-239.11 et seq. (the "C-PACE Act"), The Economic Development Partnership of North Carolina (EDPNC) is designated to administer a Commercial Property Assessed Capital Expenditure (C-PACE) Program. This Program allows owners of qualifying commercial property to obtain long-term financing from private capital providers for certain qualifying improvements up to 35% of the value of the property. Qualifying Improvements include energy efficiency, renewable energy, resiliency, and water conservation as well as improvements made to address safe drinking water. Similar C-PACE programs are active in over 36 states and have attracted more than $7 billion in private investment for thousands of properties.

Counties and cities in North Carolina may participate in the statewide C-PACE Program to support commercial, industrial, agricultural, and multifamily property owners with access to financing for efficient and resilient building improvements (N.C.G.S. §160A-239.15). Joining the statewide program does not expose a local government to any financial or legal liability (N.C.G.S. §160A-239.16 (a)). Private capital providers and the statewide administrator, EDPNC, will assist interested commercial property owners to apply for C-PACE financing. Local governments that join the C-PACE Program will be reimbursed for actual and reasonable costs associated with executing documents related to C-PACE assessments (N.C.G.S. §160A-239.15a(5)). To cover these costs, EDPNC will collect a $500 administration fee for approved C-PACE projects at time of closing. Except for executing documents necessary for a C-PACE financing, there is no other administrative involvement by the local government. Joining the C-PACE Program is a voluntary 3-step process, with support of EDPNC:

1) Adopt a Resolution of Intent
2) Hold a public hearing
3) Adopt a final Resolution to join the C-PACE Program

A C-PACE assessment is secured by a voluntary senior lien on the property imposed by the local government at the property owner's request and is paid back over time. The security of the C-PACE lien enables capital providers to offer C-PACE financing which spreads the cost of qualifying improvements over the useful life of the measures, a term generally lasting between 20-30 years.

C-PACE liens are junior in priority to all taxes and other governmental liens. Like other assessments, C-PACE financing is non-accelerating, which means only current or past due payments can be collected. In the event of default, only the payments in arrears are due. If the property is sold, the C-PACE repayment obligation transfers automatically to the next owner unless it is fully repaid. No change in the Program or in North Carolina's C-PACE legislation will affect a property owner's eligibility or obligation to pay C-PACE assessments incurred. Local governments are not responsible for collection; duties for billing and collection will be delegated to and handled privately by the capital provider for the project financed (§160A-239.16 (b)).

## II. Benefits of C-PACE

**For Local Governments:** C-PACE is an economic development tool. By making it more affordable for building owners to make major improvements to their buildings, local building stock is enhanced, which drives job creation. Energy and resiliency upgrades retain and attract new businesses by lowering utility costs, and in turn these upgrades generate higher property tax payments for local governments. C-PACE can also support local governments in their efforts to achieve energy and emissions reduction goals. The C-PACE program is structured to be cost-neutral for local governments and requires little-to-no administrative resources.

**For Property Owners and Developers**: One of the biggest barriers to converting potential projects to completed projects for efficiency and resiliency upgrades are the up-front costs. C-PACE financing typically requires little up-front investment, and qualifying improvements have a direct impact on property value. Energy and water efficiency measures also lower operating costs. C-PACE financing has the following additional benefits:

- Up to 100%, long-term financing. Many owners lack the capital to complete efficiency and resiliency improvements. All direct and indirect hard and soft costs incidental to the qualifying improvements can be included in C-PACE financing applications and are described on p.8.
- Transferrable upon sale. Some owners may need to sell their property before the C-PACE financing is fully repaid. The C-PACE lien and assessment are attached to the property and transfers to the new owner unless the prior owner pays off the assessment.
- Increased cash flow. C-PACE financing may be repaid over the useful life of the improvements, generally between 20-30 years. This is longer than other traditional commercial loans and therefore reduces the installment payments, having a positive effect on cash flow.

**For Existing Mortgage Holders:** C-PACE improvements can enhance property value and typically improve a building's longevity, thereby reducing the risk of property value decline over time. In addition, by reducing utility expenses, C-PACE financing increases property owners' net operating income, improving the stability of their business. C-PACE assessments are non-accelerating, meaning only current or past due annual payments can be collected each year while future payments stay with the property. As such, existing lienholders see their collateral improved without substantial increase in credit risk and with minimal impact on lien priority. C-PACE financing is not permitted without the consent of all existing mortgage holders and, under certain circumstances, the holders of certain other obligations encumbering commercial property.

**For Energy Auditors, Architects, Building Engineers, and Contractors**: When property owners can access financing for longer terms than are typically available, substantial efficiency and resiliency improvements become more affordable. Energy auditors, architects, engineers, and contractors can suggest C-PACE financing as a way for their clients to implement needed energy or resiliency upgrades that might otherwise be unaffordable. Since the demand for building efficiency and resiliency improvements will increase in a C-PACE-enabled jurisdiction, C-PACE is a powerful business growth catalyst for building professionals like energy auditors and contractors.

# III. C-PACE Program Guidelines

These Program Guidelines are established as part of the C-PACE Toolkit, which includes information of the C-PACE Program, approval criteria, and forms necessary for property owners to obtain C-PACE financing.

## 1. Program Participation

Counties and cities may join the voluntary, statewide C-PACE Program by taking the following actions (N.C.G.S. §160A-239.15). Forms of Resolution of Intent Template *(Exhibit A)* and form of Resolution to Participate in the North Carolina C-PACE Program Template *(Exhibit B)* are provided by EDPNC.

☐ **Adopt a Resolution of Intent** that includes:

(1) Authorization for the C-PACE Program to operate within its jurisdictional boundaries and for EDPNC to provide administrative services

(2) A statement that the local government intends to:

(I) authorize C-PACE financing

(ii) authorize the imposition of C-PACE assessments on qualifying commercial properties benefitting from qualifying improvements to secure repayment of C-PACE financing

(iii) assign the C-PACE lien to the capital provider providing C-PACE financing

(iv) delegate billing, collection, and enforcement duties for the C-PACE assessment and C-PACE lien to capital providers

(3) A statement that the amount of a C-PACE financing and related assessment repayment terms shall be pursuant to the related financing agreement

(4) A statement identifying the local government department or employee that shall, upon receipt of an approved project application for C-PACE financing within its jurisdictional boundaries from the statewide administrator, execute documents related to the C-PACE assessment on behalf of the local government

(5) A statement that the local government shall be reimbursed by the statewide administrator for the actual and reasonable costs associated with the performance of the duties described in (4)

(6) A statement of the time and place for a public hearing on the proposed program

☐ **Conduct a public hearing** on the proposed C-PACE Program

☐ **Adopt a Resolution to join the C-PACE Program** after conducting a public hearing

- If a city wishes to participate in the C-PACE Program, the Resolution shall be effective only with the concurrence of the governing body of the respective county (Template Form provided in *Exhibit C*)

## 2. Program Administration

The Economic Development Partnership of North Carolina (EDPNC) is the statewide administrator of the North Carolina C-PACE Program, with support from the program sponsor, The North Carolina Department of Commerce. EDPNC will review Project Applications to confirm that they meet requirements of statute. After approving a Project Application, EDPNC will coordinate with the related participating local government for execution of the Assessment Agreement *(Exhibit G)*, Notice of C-PACE Assessment and Lien *(Exhibit H)*, and Assignment of C-PACE Lien and Assessment Agreement *(Exhibit I)*. The Assessment and Notice may be recorded by either EDPNC or the property owner and capital provider in the local government's county register of deeds. Annual reports regarding the C-PACE Program will be submitted by EDPNC to the North Carolina Department of Commerce annually.

EDPNC will:

- Accept C-PACE Project Applications from property owners and capital providers, with application fee
- Review Project Applications to determine compliance with the C-PACE Act
- Communicate to applicants the approval, conditional approval, or disapproval or their Project Application
- If a Project Application is approved, submit relevant closing documents to the local government for execution
- Record the Assessment Agreement and Notice of Assignment of C-PACE Lien, or delegate recording to the property owner and their capital provider
- Collect a processing fee and administration fee at closing of the C-PACE financing
- Submit an annual report to the North Carolina Department of Commerce

## 3. Program Fees

To offset the actual and reasonable costs of administering the C-PACE Program, as required by the C-PACE Act, EDPNC will collect a $750 application fee with each Project Application. For each approved Project Application, EDPNC will collect at closing of the C-PACE financing:

1. A processing fee equal to 1% of the total amount financed, not to exceed $25,000 (N.C.G.S. §160A-239.14(2b)).
2. A $500 administration fee to reimburse local governments for costs associated with their duties under the C-PACE Act (N.C.G.S. §160A-239.15a(5)).

These fees will be included in the C-PACE assessment and financing, to be paid by the property owner.

## 4. Government Has No Liability or Financial Responsibility

Neither the State nor any participating local government, its officers, or employees shall be personally liable for any actions taken pursuant to the C-PACE Act. Per the Act, the State nor any local government may use public funds to finance or repay C-PACE assessments, and all financing is obtained by commercial property owners from private-sector capital providers, including costs for program administration. A local government shall not be financially or legally liable or responsible for any assessment and lien imposed within its jurisdiction under the program. Neither the State nor any local government shall use public funds to fund or repay any C-PACE assessment. A local government shall not pledge, offer, or encumber its full faith and credit for any lien amount through a C-PACE Program.

## 5. Project Eligibility

This section outlines the roles and responsibilities of a C-PACE transaction and includes descriptions of project and participant eligibility requirements:

Capital providers may be any private entity, including its designee, successor, and assigns, that makes or funds C-PACE financing, including refinancing. Capital providers may submit their information to EDPNC to be listed as a prospective lender for C-PACE projects on the program website.

Property owner means the holder of title in fee simple to qualifying commercial property. The title to the qualifying commercial property may not be in dispute. The property owner must be current on all mortgage and property tax payments and cannot be insolvent or in bankruptcy proceedings. These requirements will be verified using the Checklist and Property Owner Certification *(Exhibit E)*

Property owners may receive funding for their qualifying improvements only from capital providers pursuant to a Financing Agreement negotiated between the property owner and capital provider. Neither the statewide administrator, the local government, nor program sponsor are party to this agreement. In the Financing Agreement, the property owner agrees to repay a capital provider for the C-PACE financing provided, including, but not limited to, any finance charges, fees, debt servicing, accrual of interest and penalties, and any terms relating to the treatment of prepayment and partial payment, and the billing, collection, and enforcement of the C-PACE financing. The financing agreement between the capital provider and the property owner shall be negotiated by the parties, including all terms and conditions of repayment, including interest, penalties, and prepayment.

Property owners are authorized to obtain C-PACE financing to:

(1) Directly purchase the related equipment and materials for the installation or modification of a qualifying improvement.
(2) Contract directly, including through lease, power purchase agreement, or other service contract, for the related equipment and materials used in the installation or modification of a qualifying improvement.

Qualifying commercial property means any privately-owned commercial, industrial, agricultural, or multi-family real property with five (5) or more dwelling units. This includes properties owned by nonprofit, charitable, or religious organizations. C-PACE financing may be provided to qualifying commercial properties for:

- The acquisition, construction (including new construction), adaptive reuse, lease, installation, or modification of qualifying improvements
- The refinancing of existing properties or new construction that have had qualifying improvements installed for no more than three (3) years prior to the date of Project Application. Exceptions will be approved by EDPNC on a case-by-case basis.

Qualifying improvements mean permanently affixed improvements on qualifying commercial property as part of construction or renovation, including one or more of the following:

- Energy efficiency measure - equipment, component, or program change that reduces energy use and that meets or exceeds then-existing State and Federal building codes and efficiency standards or conservation codes. This includes, but is not limited to, energy produced from a combined heat and power system that uses nonrenewable energy resources. Examples of eligible measures may also include, but are not limited to: air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; building modification to increase the use of daylight; window replacement; windows; energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of efficient lighting equipment; installations necessary for electrical connectivity; construction materials that use less carbon or have fewer emissions than comparable materials designed to serve the same purpose; or any other improvements necessary to achieve a sustainable building rating or compliance with a national model green building code.

- Resiliency measure - equipment, component, or program change including, but not limited to, storm retrofits, flood mitigation, stormwater management (including but not limited to green and gray infrastructure), wind resistance, indoor air quality improvement, electric vehicle charging station, backup energy generators enrolled in an electric public utility

demand response program, energy storage, and microgrids and other resilience projects as approved by the program administrator or sponsor. Examples of eligible measures may also include, but are not limited to: repairing, replacing, improving, or constructing a roof, including improvements that strengthen the roof deck attachment; creating a secondary water barrier to prevent water intrusion; installing wind-resistant shingles or gable-end bracing; and reinforcing roof-to-wall connections.

- Renewable energy measure - equipment, component, or program change that utilizes a renewable energy resource. Applicable renewable resources include: solar electric, solar thermal, wind, hydropower, geothermal, or ocean current or wave energy; biomass including agricultural waste, animal waste, wood waste, spent pulping liquors, combustible residues, combustible liquids, combustible gases, energy crops, or landfill methane; waste heat derived from a renewable energy resource and used to produce electricity or useful, measurable thermal energy at a retail electric customer's facility; or hydrogen derived from a renewable energy resource. Renewable energy resources do not include peat, a fossil fuel, or nuclear energy resource.

- Water conservation measure - equipment, component, or program change to decrease water consumption or demand, either indoor or outdoor. This also includes measures to address safe drinking water.

On the Certificate of Qualifying Improvements, a licensed engineer or authorized representative of a licensed engineering firm will certify that qualifying improvements meet the following requirements on the form of Certificate of Qualifying Improvements *(Exhibit D).*

- All Buildings: Certification that all available electric public utility energy efficiency and demand response programs available to property owners, and any of their tenants, have been evaluated.

- Improvements to Existing Buildings:
  1. For renewable energy, energy efficiency, or water conservation measures, an energy analysis stating that the proposed qualifying improvements will result in:
     a. more efficient use or conservation of energy that meets or exceeds then-existing State and federal building codes and efficiency standards or conservation codes
     b. more efficient use or conservation of water
     c. the reduction of greenhouse gas emissions
     d. the addition of renewable sources of energy or water

  2. For resilience measures, certification that the qualifying improvements will result in improved resilience.

- New Construction: certification that the proposed qualifying improvements will allow the project to exceed the energy or water efficiency requirements of the current State building code (or an equivalent standard), or in the case of a resiliency measure, achieve compliance with a national model resiliency standard (or equivalent standard).
  - At time of publication of these guidelines, national standards for resiliency are led by the U.S. Green Building Council. EDPNC will consider improvements that could apply for least 1 point on the LEED Climate Resilience Screening Tool as eligible. Certification by LEED for Cities, SITES, and PEER will also qualify

related measures. More information can be found here: https://www.usgbc.org/about/priorities/resilience.
    - EDPNC or Department of Commerce will review measures that qualify under other national models for resiliency standards on a case-by-case basis.

Financing for C-PACE assessments may include, but are not limited to:

- *Hard costs:* all costs related to direct installation and construction contracts, including materials, labor, and overhead associated with the qualifying improvements. Costs ancillary to the direct installation and construction contracts for improvements, such as changes to interior walls or ceilings to accommodate new piping or ducting, remediation of asbestos or mold, or other related costs, are also included.
- *Soft costs:* indirect costs that are not considered direct construction costs but are necessary to complete the qualifying improvements. Examples include but are not limited to:
    - Project management
    - Application and closing fees (e.g., program administrator fees)
    - Title reports and credit checks
    - Financial services (e.g., capital provider fee, project developer fee)
    - Legal services (e.g., property owner legal, capital provider legal)
    - Recording taxes and fees, and escrow disbursement fees
    - Architectural and engineering costs related to the qualifying improvements
    - Consulting reports (e.g., technical review, energy audit, commissioning reports, measurement and verification, feasibility studies, financial projections, surveys)
    - Due diligence reports (e.g., appraisal, environmental, physical condition assessments)
    - Inspection fees
    - Energy savings performance guaranty or insurance
    - Building accreditation(s)
    - Permitting fees
    - Interest reserves
    - Capitalized interest, in an amount determined by the owner of the commercial property and the capital provider
- Any other fees or costs incurred by the property owner incident to the installation, modification, or improvement on a specific or pro rata basis, as determined by the program administrator

The term of C-PACE financing, excluding any capitalized interest or interest only periods, may not exceed the weighted average useful life of qualifying improvements and begins from first repayment. Installments for repayment of the assessment do not need to be equal. The total C-PACE financing amount shall not exceed 35% of the property's expected stabilized value with the proposed qualifying improvements installed (N.C.G.S. §160A-239.18(c)).

## 6. Application and Closing Process

The Program has adopted the following documents as part of the Project Application:

- Certificate of Qualifying Improvements *(Exhibit D)*
- Checklist and Property Owner Certification *(Exhibit E)*
- Form of Lienholder Consent *(Exhibit F)*
    - If not available at time of application, Lienholder Consent may be delivered at close and EDPNC will issue conditional approval if all other requirements are met.

The Program has adopted the following form documents which shall be part of the closing of any C-PACE transaction. A property owner and capital provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms, unless as otherwise approved by EDPNC.

- Assessment Agreement *(Exhibit G)*
- Notice of C-PACE Assessment and Lien *(Exhibit H)*
- Assignment of C-PACE Lien and Assessment Agreement *(Exhibit I)*

After a local government has joined the North Carolina C-PACE Program, a property owner begins the process of obtaining financing by connecting with a capital provider. The capital provider will work with the property owner to collect several diligence items. Once all the items have been received, reviewed, and approved by the capital provider, the parties will settle on the assessment terms and begin the application and closing process. This process will generally take the following steps:

(1) The capital provider works with the property owner to prepare the Project Application documents including the Checklist and Property Owner Certification, Certificate of Qualifying Improvements, and Lienholder Consent. Applicants should review the Checklist and Property Owner Certification to ensure the types of information that the administrator will rely upon to verify compliance with the C-PACE Act are present in the completed Project Application.

(2) EDPNC will have 15 (fifteen) business days to review and approve the Project Application.
   - If the Project Application is approved, the approval will be communicated in writing to the applicant, capital provider, and local government. The Project Application may be conditionally approved if Lienholder Consent is not yet available, but all other requirements have been satisfied. Conditional approval will be treated the same as an approval, with exceptions noted below. EDPNC's application review process is confined to confirming that the Project Application conforms to these guidelines. Approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualifying Improvements.
   - Incomplete Project Applications will be returned to the applicant with notice about which items were not provided or are insufficient or inaccurate on their face.

(3) Upon receipt of approval, the capital provider will finalize drafts of the closing documents, including the Assessment Agreement, Notice of C-PACE Assessment, and Assignment of C-PACE Lien. At or before closing, the applicant's designated and authorized official may execute closing documents. If the Project Application received conditional approval, the closing documents executed by EDPNC and the local government may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACE Act.

(4) At closing and upon execution by the local government, EDPNC or the capital provider will record the Assessment Agreement, Notice of C-PACE Assessment, and the Assignment of C-PACE Lien in the office of the register of deeds in the county in which the property is located. Upon confirmation of recordation, the capital provider will disburse funds in accordance with the Financing Agreement.

(5) Per the Assessment Agreement and in accordance with the Financing Agreement, the property owner makes payments over the assessment term.

## 7. Billing, Collection, and Enforcement

Billing, collection and enforcement of C-PACE assessments and C-PACE liens will be the sole responsibility of capital providers. Delinquent assessment payments shall incur interest and penalties as specified in the Financing Agreement and shall be paid in accordance with the amortization schedule. Capital providers will enforce delinquent assessment payments in the same manner as foreclosure of a deed of trust. C-PACE assessment payments not yet billed or due may not be accelerated or extinguished by foreclosure of the delinquent assessment payment or payments.

Outstanding or delinquent State, local, or federal taxes or liens at the time of the foreclosure proceeding will be satisfied first, but the C-PACE lien shall be superior to all other liens on the property from the date on which the Notice of the C-PACE Assessment was recorded and until the assessment, interest, penalties, and charges accrued or accruing are paid.

## 8. Consent from Mortgage and Lien Holder(s) Required

Before entering into an Assessment Agreement, the property owner must submit to the statewide administrator, EDPNC, a written statement by each holder of a mortgage, deed of trust, or other lien securing indebtedness on the property regarding their consent to placement of the C-PACE Assessment. Each consenter must also attest that placement of the assessment does not constitute an event of default under the terms of the mortgage, deed of trust, or other indebtedness secured by the lien.

If lienholder consent is not available at time of Project Application, EDPNC may issue conditional approval if all other requirements are met. In this case, lienholder consents are executed at closing, the signatures of the local government will be held in escrow and will not be released until the consents are obtained. Capital Providers may provide their own form of consent that conforms to the C-PACE Act.

# Exhibits Attached

A. Resolution of Intent Template
B. Resolution to Join C-PACE Program Template
C. Resolution Concurring in Municipality Joining C-PACE Program Template
D. Certificate of Qualifying Improvements
E. Checklist and Property Owner Certification
F. Form of Lienholder Consent
G. Form of Assessment Agreement
H. Form of Notice of C-PACE Assessment and Lien
I. Form of Assignment of C-PACE Lien and Assessment Agreement

**BURKE COUNTY**
**NORTH CAROLINA**

# RESOLUTION DECLARING INTENT OF BURKE COUNTY, NORTH CAROLINA TO PARTICIPATE IN THE COMMERCIAL PROPERTY ASSESSED CAPITAL EXPENDITURE (C-PACE) PROGRAM

WHEREAS, Article 10B of Chapter 160A of the General Statutes of North Carolina, as amended (the "C-PACE Act"), authorizes the establishment of a statewide commercial property assessed capital expenditure (C-PACE) program (the "C-PACE Program") that local governments may voluntarily join; and

WHEREAS, the C-PACE Act authorizes the North Carolina Department of Commerce (the "Program Sponsor") to oversee the C-PACE Program and requires the Economic Development Partnership of North Carolina, Inc., a North Carolina nonprofit corporation (the "Statewide Administrator"), to administer the C-PACE Program and, in support thereof, provide certain administrative services described in N.C. Gen. Stat. § 160A-239.14; and

WHEREAS, the C-PACE Act and C-PACE Program permit willing owners of commercial, industrial, or agricultural real property, or residential real property with five or more dwelling units located in the jurisdictional boundaries of participating local governments ("Qualifying Commercial Property") to obtain direct financing ("C-PACE Financing") from a "capital provider" (as further defined in N.C. Gen. Stat. § 160A-239.12(1), "Capital Provider") for "qualifying improvements" (as further defined in N.C. Gen. Stat. § 160A-239.12(14), "Qualifying Improvements") approved by the Program Sponsor, including energy efficiency measures, resiliency measures, renewable energy measures, and water conservation measures; and

WHEREAS, under the C-PACE Act, C-PACE Financing shall be secured by a (a) voluntary assessment imposed on Qualifying Commercial Property by a local government for the total amount of such financing (the "C-PACE Assessment") and (b) lien on such Qualifying Commercial Property until the financing is paid in full (the "C-PACE Lien"); and

WHEREAS, Burke County, North Carolina, acting by and through its Board of Commissioners[1], desires to participate in the C-PACE Program and, in support thereof, adopt a resolution setting forth the items required by N.C. Gen. Stat. § 160A-239.15(a);

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Burke County, North Carolina as follows:

[1] NTD: Insert name of governing body (e.g., "Town Council" or "Board of Commissioners").

Confidential (C)

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Section 1. Burke County hereby authorizes (a) the C-PACE Program to operate within its jurisdictional boundaries and (b) the Statewide Administrator to provide the administrative services described in N.C. Gen. Stat. § 160A-239.14.

Section 2. Burke County intends to (a) authorize C-PACE Financing within the jurisdictional boundaries of Burke County, (b) authorize the imposition of C-PACE Assessments to secure repayment of C-PACE Financing, (c) assign the C-PACE Lien to Capital Providers providing C-PACE Financing and (d) delegate billing, collection, and enforcement duties for the C-PACE Assessment and C-PACE Lien to Capital Providers.

Section 3. The amount of any C-PACE Financing and related C-PACE Assessment repayment terms shall be pursuant to an agreement by and among Burke County, the Statewide Administrator, a "property owner" (as defined in the C-PACE Act, a "Property Owner") and Capital Provider (an "Assessment Agreement") and a financing agreement between a Property Owner and a Capital Provider in which a Property Owner agrees to repay a Capital Provider for the C-PACE Financing provided, including, but not limited to, any finance charges, fees, debt servicing, accrual of interest and penalties, and any terms relating to the treatment of prepayment and partial payment, and the billing, collection, and enforcement of the C-PACE Financing.

Section 4. Brian Epley[2] shall, upon receipt from the Statewide Administrator of an approved project application for C-PACE Financing within the jurisdictional boundaries of Burke County, execute an Assessment Agreement, a Notice of C-PACE Assessment, and an Assignment of C-PACE Lien.

Section 5. Burke County shall be reimbursed by the Statewide Administrator for the actual and reasonable costs associated with the performance of the duties described in Section 4 hereof.

Section 6. A public hearing on the C-PACE Program will be held at 110 N Green St, Morganton NC 28655, Door E[3] on October 19, 2026 at 6:00 pm.[4] [5]

Section 7. Nothing in this resolution shall be interpreted as authorizing the [City/County] to pledge, offer, or encumber its full faith and credit, and Burke County shall not pledge, offer, or encumber its full faith and credit in connection with any C-PACE Financing.

Section 8. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity

[2] NTD: G.S. 160A-239.15(a)(4) requires the inclusion of a "statement identifying the local government *department or employee* that shall, upon receipt of an approved project application for C-PACE financing . . . execute" these documents. The name of such department or employee should be inserted.
[3] NTD: Insert location of public hearing.
[4] NTD: Insert date and time of public hearing.
[5] No guidance is provided in the statute as to how much notice of such public hearing should be provided or the manner of providing that notice.

Confidential (C)

DRAFT

or unenforceability of any such provisions shall not affect the remaining provisions of such Resolution.

Section 9. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10. This Resolution shall take effect upon its adoption.

* * * * * * *

ADOPTED AND APPROVED this 21st day of September, 2026.

* * * * * * *

I, Morgan Buchanan, Clerk to the Board of Commissioners for Burke County, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of Burke County at a regular meeting duly called and held on _____.

WITNESS my hand and the official seal of Burke County] this ____ day of _____, 20__.

_____, Clerk
Burke County Board of Commissioners

(SEAL)

DRAFT

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: CD- NC Great State Trails Grant**

**Presented by: Sarah Chabaane, Planner - Trails Specialist**

**Summary of Information:** Burke County was awarded two Great Trails State Grants in August 2025 for trail development and expansion; the County has now received a grant agreement for the 1780/Enclave project in the amount of $363,067. The project includes repairs to approximately 1.75 miles of existing trail in the 1780 neighborhood, approximately two miles of new trail in the Enclave neighborhood, a new trailhead, signage, foot bridges, neighborhood crossing improvements, and an engineered crossing of NC 126. The required $181,533 local match will be provided through $152,600 in hurricane repair funding from Foothills Conservancy and $28,933 from Duke Comprehensive Relicensing Allocation funding, with no County funds required for construction or repairs. Design and bid documents have been completed by Destination by Design, with the project anticipated to be advertised for bids in the coming month.

**Strategic Plan Focus Area Alignment:**

**No. 4- Fiscal Stewardship**

Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To approve the Great Trails State Grant Agreement for the 1780/Enclave project and authorize the Chairman to execute the agreement on behalf of Burke County.**

# Great Trails State Program Grant Agreement

STATE OF NORTH CAROLINA GRANTEE'S FEDERAL TAX I.D.#_____
COUNTY OF WAKE

## Great Trails State Program Grant Agreement

This grant contract ("Contract") is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and Burke County (the "Grantee") (referred to collectively as the "Parties") for the purpose of providing grant funding to the Grantee for new trail development and extension of existing trails across North Carolina, including for planning, land and easement acquisition, construction, and maintenance.

**Grantee Information**:

**Grantee: Burke County**

**Grantee Address and Contact Information:**
Sarah Chabaane, Trails Planner
110 N. Green St, Morganton, NC 28655
sarah.chabaane@burkenc.org
828-764-9034

**Grantee Fiscal Year End Date:** June 30

**Grant Award Date:** July 7, 2025

**Project Number: GTSP2025-0013**

**Project Title: FFST & OVST Repairs and Construction**

**Period Covered by This Contract: September 1, 2026 through August 31, 2029**

**Project Scope (Description of Project):** Development includes new natural surface trail (9500 LFT), repair Natural surface trail (9240 LFT), Trailhead, Bridges (2), Signage, Markers, Kiosk, Interpretative Panels, Engineered Pedestrian Road Crossing (1), Internal road crossings (5), and contingency costs

| | | |
|---|---|---|
| **Project Costs:** | **Grant Award Amount:** | **$363,067** |
| | **Grantee-Provided Match:** | **$181,533** |

The Parties agree to be bound by and comply with the terms, requirements, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances appearing either directly or by reference in this Contract, as well as described in Section 14.6 of N.C. Session Law 2023-134, the Great Trails State Program ("GTSP") grant application, and the Great Trails State Program Application Guide (the "Guide"), and the following documents, which are incorporated herein by reference, as though fully set forth herein:

1) The Scope of Work, description of services (Attachment A)
2) The Line-Item Budget and Narrative (Attachment B)
3) Notice of Certain Reporting and Audit Requirements (Attachment C)
4) State Grant Certification – No Overdue Tax Debts form (Attachment D)

5) Waiver of Retroactivity (Attachment E)

Upon execution of this Contract, the Agency hereby promises, in consideration of the promises by the Grantee herein, to provide to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant-assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

**DEFINITIONS**

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.

“Deliverable(s)” means any tangible and original works of authorship created by or on behalf of Grantee under the Contract.

“Director of State Budget” means the State Budget Director of North Carolina.

"Fiscal Year" means the annual operating year of the non-State entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by DNCR to an eligible grantee to carry out the activities and purpose identified in this Contract.

“Grantee” means an entity that receives State financial assistance.

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.

“State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

“State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

**TERMS AND CONDITIONS**

1. **Great Trails State Grant Program Terms and Conditions**
    a) Grant funds awarded from the funds allocated in Section 14.6 of N.C. Session Law 2023-134 must be matched in accordance with the tier ranking of the county where the project is located below. In the case of trail projects in more than one county, the match shall be based on the lowest county tier. The required match is as follows:

        (i) Tier 1: in the amount of one non-State dollar ($1.00) of matching funds for every four dollars ($4.00) of State funds;
        (ii) Tier 2: in the amount of one non-State dollar ($1.00) of matching funds for every two dollars ($2.00) of State funds; or
        (iii) Tier 3: in the amount of one non-State dollar ($1.00) of matching funds for every one dollar ($1.00) of State funds.

        The match may include cash, fee waivers, in-kind services, the donation of assets, the provision of infrastructure, or a combination of these. Non-cash matches must be quantifiable and documented. Eligible matching funds shall follow the requirements outlined in the Guide.

    b) To be eligible, project costs must be incurred during the period covered by this Contract, be documented in the grant application, described in the project scope of this Contract, and initiated and/or undertaken after execution of this Contract by the Grantee and the Agency, unless the Grantee has obtained a Waiver of Retroactivity approved by the Agency. The Agency shall only pay or reimburse the Grantee for reasonable, eligible costs actually incurred by the Grantee that do not exceed the grant award amount for the Project outlined in this Contract.

    c) Land acquisition costs, and property value used as match, for fee title and easement acquisition shall be based on the fair market value of real property or the sales price, whichever is less. The value must be based upon an independent appraisal completed by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board who certifies that it meets the Uniform Standard of Professional Appraisal

Practices (USPAP) or Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book appraisal). Properties valued at over $750,000 require two appraisals. Appraisals must be dated within 12-18 months of the effective date of the grant contract. The Agency shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Agency.

d) Fee title land or easement purchases acquired prior to the Grant being awarded shall only be considered an eligible cost if the Grantee obtained a Waiver of Retroactivity approved by the Agency prior to the acquisition.

e) The Grantee agrees that all fee simple land purchases or easements acquired with GTSP assistance shall be used for recreational trail purposes for the use and benefit of the general public for a minimum period of fifteen (15) years after acquisition. The Grantee agrees to maintain and manage GTSP-assisted development/renovation projects for public recreation use for a minimum period of fifteen (15) years after project completion. GTSP-assisted development/renovation project, land purchases, and easements shall not be converted to other than public recreational trail use without the prior written approval of the Agency or its successor agency. If the GTSP-assisted development/renovation project, land purchases, or easements is converted without prior Agency approval, the Agency reserves the right to require the Grantee to reimburse the Agency for the full grant award amount.

This 15-year trail use requirement shall be binding upon the Grantee and all parties having any right, title, or interest in the property, and their heirs, successors, and assigns, and shall be binding upon all those claiming by, through, or under each such party. Furthermore, the Agency, and its agents, employees, and representatives shall have a right of entry and access to the property for the purpose of inspecting the property and exercising its enforcement rights during the 15-year period.

f) In the event the Grantee, its successors or assigns, wishes to transfer the property or any interest therein during the 15-year period, it shall notify the Agency in writing of the names and addresses of any party to whom the property is intended to be transferred at least sixty (60) days prior to the time said transfer is to be consummated. Any transferee of the property or any interest therein shall take title subject to the 15-year trail use requirement referenced herein or applicable to the property. The Grantee, its successors and assigns, shall make specific reference to the 15-year trail use requirement in a separate paragraph of all subsequent leases, deeds, or other legal instruments by which the Property or any interest therein is conveyed.

g) In the event that a Grantee obtains a Waiver of Retroactivity for fee title land or easement purchases acquired prior to the Grant being awarded, the Grantee shall file a notice of restriction in the property records of the county in which the property is located using language provided by the Agency which includes restrictive language that recognizes the State's interest in the property and the property's perpetually restricted use as a State Trail. This notice shall be in lieu of the language required for insertion into the fee interest deed or easement deed as described in Section 1(e) of this Contract.

h) The Grantee shall provide a copy to the Agency of the fee interest deed, easement deed, or notice of restriction within thirty (30) days of recording.

i) The Grantee agrees to begin development on property acquired with GTSP assistance within three (3) years of the project closeout date in order to allow general public access and use.

j) The Grantee agrees to permit periodic audits and site inspections by the Agency to ensure work progress in accordance with the approved project, including a required close-out inspection upon project completion. After project completion, the Grantee agrees to conduct compliance inspections at least once every five (5) years and to submit an Agency-provided inspection report to the Agency.

k) Wherever possible and appropriate, bridges, boardwalks, signage, and other trail facilities shall follow standard designs and specifications as the Agency may specify.

l) The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.

m) All facilities funded by GTSP shall comply with the Americans with Disabilities Act Accessibility Guidelines ("ADAAG") and any amendments thereto.

n) The Grantee shall only use seeds and plants classified by the U.S. Department of Agriculture as native to North Carolina in all project design and construction, except (i) nonnative seeds and plants may be used in landscaping for locations where the primary purpose is crop cultivation, crop and horticulture research, science, botanical gardens, or zoos and (ii) the use of nonnative turf grass is acceptable.

o) If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Agency of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.

2. **Grantee's Duties, Line-Item Adjustments, and Scope of Work:** The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line-item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount.

   For line-item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line-item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Paragraph 21 of this Contract.

   Amendments executed under this Paragraph shall include the new line-item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line-item adjustment. An amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the Agency to terminate the contract and pursue all rights and actions available to it under the law.

3. **Grant Invoices and Payments: Payment** shall be made in accordance with this Contract, the Scope of Work (Attachment A), and the Line-Item Budget and Narrative (Attachment B). The total amount paid by the Agency to the Grantee under this Contract is $363,067**.** Invoices shall be submitted to the Contract Administrator quarterly. Final invoices, including accounting records that document all expenditures, must be received by the Agency prior to or at the time of the close-out inspection.

   Accounting records should be based on generally accepted accounting standards and principles. All accounting records and supporting documents shall clearly show the Project Number and Project Title to which they are applicable. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.

4. **No Employment Relationship Between State and Grantee: The** Grantee is and shall be wholly responsible for the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees in the performance of this Contract. The Grantee's performance of this Contract does not create or establish any employment relationship, joint venture, or partnership between the Grantee and the State or the Agency. The Grantee represents that it has, or shall secure at its own expense, all personnel required to perform the services under this Contract. Such personnel of Grantee shall not be employees of, or have any individual contractual relationship with, the State or the Agency.

5. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, the Agency may:

   (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee; or
   (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

   In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee remain responsible for fulfillment of all contract obligations.

6. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

7. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.

8. **Noncompliance and Use of Grant Funds:** The Grantee may only use the grant funds disbursed hereto in the manner allowed under this Contract. The Agency shall review reporting from the Grantee to ensure that grant fund expenditures meet the requirements of this Contract, as well as any applicable laws, rules, or regulations. If the Agency finds that the Grantee is noncompliant with any requirements of this Contract or law, the Agency may declare the Grantee ineligible for further participation in future GTSP grant cycles and/or take action consistent with applicable laws and regulations, including, but not limited to, the requirements of 09 NCAC 03M .0801, until such time as compliance has been obtained to the satisfaction of the Agency.

9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law.

10. **Termination for Cause: If**, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof.

11. **Effect of Termination**:
    (a) In the event the Contract is terminated by either party, the Grantee shall be paid for work that is satisfactorily completed under the terms of this Contract, as determined by the Agency and under the terms herein.
    (b) The Grantee shall not incur new obligations for the terminated portion of the Contract and shall cancel as many outstanding obligations as possible, immediately after receiving the notification of termination from the Agency or providing the Agency with the same if the Grantee is terminating the Contract. Costs incurred after receipt or provision of termination notice shall be disallowed.
    (c) The Grantee shall not be relieved of any liability owed to the Agency because of any breach of the Contract by the Subgrantee. The Agency may, to the extent authorized by law, withhold payments to the Subgrantee for the purpose of set-off until the exact amount of damages due the Agency from the Subgrantee is determined.
    (d) In the event of termination by either Party, the Grantee shall provide to the Agency an itemized list of all Deliverables created under the Contract.
    (e) In addition, in the event of default by the Grantee under this Contract, the Agency may, to the extent and in the manner allowed under law, immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the Agency has with the Grantee, and de-bar the Grantee from doing future business with the Agency.

12. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the Contract.

13. **Reversion of Unused Funds at Termination or Expiration of Contract and upon Certain Audit Findings**: The Grantee agrees to refund to the Agency, subsequent to an audit of the project's financial records, any costs disallowed or required to be refunded to the Agency on account of audit exceptions. The Grantee agrees that any unused State-awarded funds remaining after the completion of the project or termination of this Contract shall revert back to the Agency to be deposited into GTSP for distribution by the Agency.

14. **Availability of Funds: The** Parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the allocation and appropriation of funds for this purpose to the Agency.

15. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

16. **Survival of Promises: Except** as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.

17. **Intellectual Property Rights, Licensing, and Ownership of Deliverables:** The Grantee shall own all rights, title, and interest in deliverable items produced pursuant to this Contract. Notwithstanding the foregoing, the Grantee agrees to grant to the Agency, at no charge to the Agency, a non-exclusive, royalty-free, and irrevocable right and license to reproduce, publish, or otherwise use any deliverable item for Agency purposes, as well as purposes of the State, and to authorize others to do so. Further, the Grantee shall require all subrecipients and subcontractors to include in all agreements relating to this Contract a clause giving the Agency the same rights, title, and license granted herein.

    This license is not to be construed as a conveyance or surrender of copyright, trademark, or any other right or interest, based in intellectual property or otherwise, that is or may be vested in the Grantee's ownership of the deliverable items. Furthermore, the Grantee warrants and represents that it shall only create deliverable items in which the Grantee is the sole owner of all rights, title, and interest thereto. Such rights, title, and interests include, but are not limited to, copyright, trademark, and any other intellectual property rights. The Grantee warrants and represents that this Contract and the rights licensed herein do not violate any other party's rights or interests in intellectual property or otherwise. In addition, the Grantee agrees to not use the deliverable items in any manner to suggest speech on the part of the Agency or the State of North Carolina or which would be unlawful by a government agency.

18. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n) and any amendments thereto.

19. **Compliance with Laws:** All Parties to this Contract shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its conduct and to the administration of this Contract.

20. **Equal Employment Opportunity: The** Grantee shall comply with all federal and State laws relating to equal employment opportunity and fair and equal employment, including, but not limited to, Governor Cooper's Executive Order 24 as well as Title VII of the Civil Rights Act of 1964, as applicable.

21. **Access to Persons and Records: The** Grantee shall provide to authorized State entities such access to persons and records required under law, including, but not limited to, access required under N.C.G.S.

§§ 143-49 and 147-64-7. The Grantee shall retain all records for a period of five years following completion of the Contract.

22. **Record Retention:** The Grantee shall retain documents and records relating to this Contract for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

23. **Amendment**: This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.

24. **Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

25. **Headings: The** Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.

26. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. § 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

27. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.

28. **Gifts and Favors Regulated:** Under Governor Perdue's Executive Order 24 and N.C.G.S. §133-32, it is unlawful for any vendor or contractor (e.g., architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor) to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies. This prohibition covers those vendors and contractors who:

    (1) have a contract with a government agency;
    (2) have performed under such a contract within the past year; or
    (3) anticipate bidding on such a contract in the future.

    The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.

29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law and this Contract.

30. **Conflict of Interest Policy:** The Grantee shall have on file with the Agency a copy of the Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body as set forth in N.C.G.S. § 143C-6-23(b). The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State Funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds.

31. **Statement of No Overdue Tax Debts:** The Grantee's sworn written statement pursuant to N.C.G.S. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the federal, state, or local level, is attached as Attachment D. Grantee acknowledges that the written statement must be filed before the Agency may disburse the grant funds.

32. **Compliance with Certain Reporting and Audit Requirements:** The Grantee shall follow all relevant State laws, rules, and regulations relating to reporting and audit requirements. In addition, this Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

33. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
    (a) Implement adequate internal controls over disbursements.
    (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system.
    (c) Assure adequate control of signature stamps/plates.
    (d) Assure adequate control of negotiable instruments; and
    (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.

34. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subgrant or subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subgrantee, subrecipient, or subcontractor. The Grantee is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient or subgrantee must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.

35. **Cap State-Funded Portion of Nonprofit Salaries:** Pursuant to Section 5.4 of Session Law 2023-134, no more than one hundred forty thousand dollars ($140,000) in State funds, including any interest earnings accruing from those funds, may be used for the annual salary of any individual employee of the Grantee.

36. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone

number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

| Agency Contact Information | Grantee Contact Information |
|---|---|
| Vonda Martin<br>Program Manager<br>Grants & Outreach<br>NC Division of Parks & Recreation<br>1615 Mail Service Center<br>Raleigh, NC 27699-1615<br>919-707-9338<br>grants@ncparks.gov | Sarah Chabaane<br>Trails Planner<br>Burke County<br>110 N. Green St<br>Morganton, NC 28655<br>sarah.chabaane@burkenc.org<br>828-764-9034 |

37. **Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the Parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and understandings relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters shall be determined.

38. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

39. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

# Great Trails State Program Grant Agreement

**In Witness Whereof,** the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

**Grantee: Burke County**

Signature of Chief Elected Official Date

Printed Name Title

***(Notary Public Completes)***

State of North Carolina

County of

On this _____ day of _____, 20___,
_____ personally appeared before me the said named _____, in their capacity as _____ for Grantee, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

(Seal Here)

Signature of Notary Public

# Great Trails State Program Grant Agreement

**North Carolina Department of Natural and Cultural Resources**
**Pamela B. Cashwell, Secretary**

| **By:** | **Director, NC Parks & Recreation** | |
|---|---|---|
| **Department Head or Authorized Agent for Secretary Cashwell** | **Title** | **Date** |

**North Carolina Source of Funds: Account Code: 56600188**

# Great Trails State Program Grant Agreement

**Attachment A**
**Scope of Work**

**North Carolina Division of Parks and Recreation**
**Great Trails State Program**

Grantee: Burke County

Title of Project: FFST & OVST Repairs and Construction

Project Number: GTSP2025-0013

Contract Number: GTSP2025-0013

Amount of Grant: $363,067

Amount of Match: $181,533

Contact Person for Project: Sarah Chabaane

Title: Trails Planner

Address: 110 N. Green St, Morganton, NC 28655

Telephone: 828-764-9034

Contact email address: sarah.chabaane@burkenc.org

Scope of Project: Development includes new natural surface trail (9500 LFT), repair Natural surface trail (9240 LFT), Trailhead, Bridges (2), Signage, Markers, Kiosk, Interpretative Panels, Engineered Pedestrian Road Crossing (1), Internal road crossings (5), and contingency costs

Length of Project: September 1, 2026 through August 31, 2029

Schedule for funding drawdown: Grantee may submit drawdown requests quarterly, and grantee must submit detailed expenditure report and invoices quarterly to reconcile grant expenditures. Not more than 90% of the grant will be released until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The grant application and support documentation are, by reference, part of the Agreement.

# Great Trails State Program Grant Agreement

**Attachment B**
**Line-Item Budget and Narrative**

## Project Description

The co-located sections of Fonta Flora and Overmountain Victory State Trails on the western side of the county include the 1780 and Enclave neighborhoods. The 1780 development is currently designated as a section of Overmountain Victory National Historic Trail built in 2006 by the developer and easement was transferred to Burke County in 2021. This 1.75 mile section leaves Lake James State Park heading towards the Enclave before entering McDowell county. The 1780 section of trail is need of dire repair with significant erosion and aging infrastructure concerns, in addition to 1,200 LF extension to meet the Enclave neighborhood. This section of trail also needs a formalized road crossing of NC 126 from the State Park. Adjacent neighborhood, The Enclave, will include construction of approximately 2 miles of new trail and a trailhead off South Mountain Institute Road.

The repairs and addition of new trail expands the existing Overmountain Victory Trail from 2.2 miles to 5.9 continuous miles, more than doubling what currently exists. The Fonta Flora State Trail currently has 20 miles on the ground in Burke County and these additional 3.75 miles will encourage the long-range connection through McDowell and Buncombe counties and allow for state/federal designations once built to sustainable trail standards.

Both trails are a part of the state trails systems. In Burke county, these recreational amenities are highly praised and well supported by partners, elected officials, tourism, and community members. The County is committed to the advancement of the trail system and is currently in the design and engineering phase for these two sections. It is anticipated that construction documents through the selected design firm will be finalized in January 2025. These will be bid ready packets, which will allow the County and its partners to apply for necessary permits, environmental reviews, and then begin construction.

## Project Budget

| Project Element | Unit Quantity | Unit | Unit Cost | Total Item Cost |
|---|---|---|---|---|
| New natural surface trail | 9500 | Linear Feet | $18.00 | $171,000.00 |
| Repair Natural surface Trail | 9240 | Linear Feet | $15.00 | $138,600.00 |
| New Trailhead | 1 | Lump Sum | $0.00 | $85,000.00 |
| New Bridge | 2 | Each | $40,000.00 | $80,000.00 |
| Signage, Markers, Kiosk, Interp Panels | | Lump Sum | $0.00 | $22,000.00 |
| Contingency | | Lump Sum | $0.00 | $20,000.00 |
| Engineered Pedestrian Road Crossing | 1 | Lump Sum | $18,000.00 | $18,000.00 |
| Internal road crossings | 5 | Each | $2,000.00 | $10,000.00 |
| | | | Total: | $544,600 |

# Great Trails State Program Grant Agreement

## Non-State Match

| Type of Match | Amount of Match | Source of Match | Availability |
|---|---|---|---|
| Cash | $250,000.00 | County Capital Improvement Plan | currently available |

## Budget Summary

Total Project Cost: $544,600

Total Non-State Match: $181,533

Total Grant Request: $363,067

County Tier Designation: Tier 2

# Great Trails State Program Grant Agreement

**Attachment C**
**Notice of Certain Reporting and Audit Requirements**

The Grantee shall comply with all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

**Reporting Thresholds.**
There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

(1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars ($25,000) within its fiscal year.

(2) Level II - A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand ($25,000) or greater, but less than five hundred thousand dollars ($500,000) within its fiscal year.

(3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars ($500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

(1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.

(2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.

(3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.

(4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

# Great Trails State Program Grant Agreement

**Attachment D**
**State Grant Certification – No Overdue Tax Debts Form**

**THIS PAGE IS INTENTIONALLY LEFT BLANK AS A PLACEHOLDER FOR ATTACHMENT D. NON-PROFIT ORGNIZATIONS SHOULD USE PROVIDE A NO OVERDUE TAX DEBTS FORM CERTIFICATION WITH THEIR CONTRACT.**

# Great Trails State Program Grant Agreement

**Attachment E**
**Waiver of Retroactivity**

**Not Applicable to Burke County**

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: EM - Approval of LEPC Bylaws**

**Presented by: Dominic Minor, Emergency Management Planner**

**Summary of Information:**

In North Carolina, the purpose and duties of Local Emergency Planning Committees (LEPCs) are aligned with federal and state regulations under the Emergency Planning and Community Right-to-Know Act (EPCRA). LEPCs focus on preparing for and responding to emergencies involving hazardous materials. Their responsibilities include:

1. **Developing Emergency Plans**: LEPCs create and maintain emergency response plans for handling hazardous materials incidents. These plans are shared with local governments, responders, and the public.
2. **Community Right-to-Know**: LEPCs ensure public access to information about hazardous chemicals stored, used, or released in the community, promoting transparency and safety awareness.
3. **Coordination**: The committees coordinate with local governments, industry representatives, and emergency services to prepare for potential hazardous material incidents.
4. **Training and Exercises**: LEPCs conduct training and simulations to test their emergency plans and improve response capabilities.
5. **Incident Reporting**: LEPCs are responsible for receiving reports of hazardous materials releases and ensuring an appropriate response.

LEPCs are established in accordance with **North Carolina General Statute Chapter 166A**, which outlines the broader framework for emergency management, and they work closely with state and local emergency management agencies to fulfill their duties.

Dominic Minor, Emergency Management Manager, has been working to update the bylaws for the Local Emergency Planning Committee (LEPC). Due to the large number of appointed seats, the committee has experienced ongoing difficulty obtaining a quorum. The proposed bylaws would reduce the number of seats to the minimum required by law in an effort to improve meeting attendance and quorum participation.

Because a quorum has not been achieved, the LEPC has been unable to formally approve the updated bylaws. However, the members who have been present at recent meetings have expressed support for the proposed changes. Mr. Minor is requesting that the Board of Commissioners approves the revised bylaws so they may take effect and allow the LEPC to more consistently achieve a quorum moving forward.

**Strategic Plan Focus Area Alignment:**

**No. 1- Community Advancement**

To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** The County Attorney's Office has reviewed the proposed action for compliance with applicable local, state, and federal laws. No legal concerns were identified. All statutory and procedural requirements appear to be met.

**Suggested Motion: To approve the LEPC bylaws as presented.**

**THE BYLAWS OF THE BURKE COUNTY LOCAL EMERGENCY PLANNING COMMITTEE**

## ARTICLE I: NAME

This organization shall be known as the Burke County Local Emergency Planning Committee (LEPC), hereinafter known as the "LEPC".

## ARTICLE II: DUTIES OF THE LEPC

The duties and activities of the LEPC are those set forth by, but not limited to, the Emergency Planning and Community Right to Know Act of 1986 (EPCRA):

a. Establish procedures for reviewing and processing requests from the public for information, including designation of an official to serve as coordinator for requested information.

b. Establish procedures for receiving and handling Safety Data Sheets (SDS)/Material Data Safety Sheets (MSDS), and Tier II information submitted by facilities.

c. Assist in the development and maintenance of a Countywide emergency response plan in conjunction with Burke County Emergency Management and other County departments. As a part of their assistance, the LEPC will evaluate the need for resources necessary to develop, implement, and exercise the emergency plan, and shall make recommendations with respect to additional resources that may be required and the means for providing such additional resources. The plan must include, but is not limited to, the following:

    1. Identification of facilities that handle hazardous substances, identification of

routes likely to be used for the transportation of substances on the list of extremely hazardous substances, and identification of additional facilities contributing or subjected to additional risk due to their proximity to facilities subject to the requirements of EPCRA, including, but not limited to, hospitals or natural gas facilities..

2. Methods and procedures to be followed by facility owners and operators and local emergency and medical personnel to respond to any release of such substances.

3. Designation of a Community Emergency Coordinator and Facility Emergency Coordinator(s) to make determinations necessary to implement the plan.

4. Procedures providing reliable, effective, and timely notification by the facility emergency coordinators and the community emergency coordinator to persons designated in the emergency plan, and to the public, that a release has occurred (consistent with the emergency notification requirements of 42 U.S.C. 11004).

5. Methods for determining the occurrence of a chemical release and the probable affected area and population.

6. Description of available community and industrial emergency response equipment and facilities subject to the requirements of Subchapter I of the EPCRA, including identification of the individual(s) responsible for their management and maintenance.

7. Review plans submitted by LEPC subcommittees and make recommendations for revisions to ensure coordination with existing emergency response plans

submitted by other emergency response agencies.

8. Evacuation Plans, including provisions for a precautionary evacuation and alternative traffic routes.

9. Training programs, including schedules for training of local emergency response and medical personnel.

10. Hazard/Risk analysis for the County.

11. Methods and schedules for exercising emergency response plans.

12. Submit the emergency response plan, once developed, to the State Emergency Response Commission for review.

13. Prior to approval, the plan will be reviewed by members and presented in public meeting. The Chairman or other representative will be present to address comments from members and the public.

14. The plan will be distributed to County staff, municipal governments, the State of North Carolina, and partner agencies identified in the plan.

## ARTICLE III: MEMBERSHIP

**Section I: Membership**

The Burke County Local Emergency Planning Committee shall consist of members appointed by the Burke County Board of Commissioners for a three-year term. Individuals wishing to be appointed to the LEPC will submit an application to the Burke County Clerk's Office.

Membership will include representatives from the groups listed in EPCRA Section 301(c). Committee members should possess or have ready access to a wide range of expertise relating to emergency response and planning.

The appointed seats are as follows:

1. Planning and Zoning
2. Law Enforcement
3. Fire Service
4. Emergency Management (Also serves as Chairperson)
5. Public Health
6. Environmental Health
7. Hospital System
8. Local Elected Official
9. Citizen Representative
10. Civic/Community Group Representative
11. Media
12. Transportation
13. Agriculture
14. EMS
15. Public Water / Wastewater
16. Social Services
17. Owner / Operator
18. At-Large

**Commented [DL1]:** One seat that is required is someone from the category of "Owners and Operators of facilities subject to the requirements of SUBCHAPTER I—EMERGENCY PLANNING AND NOTIFICATION" I don't see that, unless it is being stated under different terminology here.

**Section II: Inactive Members**

LEPC members shall be considered inactive and have their membership revoked when they miss more than 50% of the meetings in a one-year period. Exceptions will be made for members providing notification to the LEPC Chairperson, no later than three working days prior to the meeting.

**Section III: Removal of Members**

Members of the LEPC shall serve at the pleasure of the Burke County Board of Commissioners. The Chairperson is responsible for making recommendations to the Clerk to the Board to remove members from the official roster.

**Section IV: Vacancies**

At the earliest scheduled meeting, the LEPC will vote on a representative to recommend to the Burke County Board of Commissioners for a three-year term. Vacant seats will not be factored into the calculation of a quorum.

**Section V: Ex-Officio Members**

Any member in this category will be exempt from attendance requirements and will not have voting rights. This includes all attendees not appointed by the Burke County Board of Commissioners.

**Section VI: Terms of Membership**

Members shall be appointed by the Burke County Board of Commissioners for a three-year term.

**Section VII: Designated Representative**

An absent member may request approval from the Chairperson to name a replacement representative having full voting rights, within three days of a scheduled meeting. Members may only do this once per year.

**Section VIII: Performance**

The Chairperson shall make various task assignments. Members may be removed from the LEPC upon recommendation to the Chairperson, following a majority vote of the LEPC Executive Committee, for failure to perform assigned tasks in a satisfactory manner.

## ARTICLE IV: DUTIES OF THE EXECUTIVE COMMITTEE

**Section I: Duties of the Chairperson**

The Burke County Emergency Management Director or designee will serve as the Chairperson of the LEPC. The Chairperson shall preside at all meetings of the LEPC and preserve order during its meetings. The Chairperson shall establish an Executive Committee that is comprised of the Chairperson, Vice-Chairperson, and Secretary. The Chairperson shall establish all subcommittees and serve as an ex-officio member of such subcommittees. All minutes and such records, or other documents connected with the work of the LEPC will be approved and signed by the Chairperson. The Chairman may only vote on official matters as a tiebreaker.

All grants and donations to the LEPC will be reviewed and accepted by the Burke County Finance office pending approval by the Board of Commissioners.

**Section II: Duties of the Vice-Chairperson**

In the absence of the Chairperson, or in the event of his or her inability or refusal to act, the Vice-Chairperson, unless otherwise determined by the LEPC, shall perform the duties of the Chairperson and, when so acting, shall have all the powers of the Chairperson. They shall exercise such other duties, as from time to time, assigned by the Chairperson or the LEPC.

**Section III: Duties of the Secretary**

The Secretary shall have charge of all the books, paper, record, and other documents of the LEPC; shall keep the minutes of the LEPC and the Executive Committee thereof; shall conduct correspondence pertaining to the office of the Secretary; shall compile statistics and other data as may be required for the use of the members of the LEPC and Executive Committee. In the absence of both the Chairperson and Vice-Chairperson, shall perform the duties of the Chairperson, and when so acting shall have all the powers of the Chairperson.

## ARTICLE V: MEETINGS

**Section I: Regular Meetings**

The LEPC shall schedule quarterly meetings (four annually), unless otherwise designated by the Chairperson, but no less than twice a year. Any cancellation will be in accordance with the North Carolina Meeting Notification Laws.

**Section II: Special Meetings**

The Chairperson may call such special meetings as may be deemed necessary to carry out the duties of the LEPC. Upon written request or electronic mail of at least five (5) members, the Chairperson shall call a meeting as expeditiously as possible in accordance with County public notice policies.

**Section III: Subcommittee Meetings**

Subcommittee meetings will be scheduled at the discretion of the Chairperson and members of said subcommittee. A quorum is required to conduct a subcommittee meeting. Any official business or recommendations resultant from a subcommittee meeting will be contingent on a majority vote at the next scheduled LEPC meeting, by a quorum of members.

**Section IV: Quorum**

A quorum shall consist of a simple majority (51%) of the total number of appointed LEPC members at the time that any regular or special meeting is held. Vacant seats will not count towards the calculation of a quorum. A quorum shall be required to transact business at any meeting of the LEPC.

**Section V: Agenda**

Any member may request the Chairperson to place an item on the agenda. If the Chairperson should decline to do so, a member may have such item on the agenda by submitting it in writing to the Chairperson within five (5) business days of the meeting, with statements of support from at least two other members. There shall be no solicitation of sales of products, goods, or services on the agenda.

**Section VI: Rules of Order**

The deliberations of all meetings of the LEPC and its various subcommittees shall be governed by Robert's Rules of Order, Newly Revised.

**Section VII: Notice of Meetings**

Notice of the time, place and agenda items to be considered at each meeting as well as the minutes of previous LEPC meetings shall be given in writing or electronic mail and sent to all members at least ten (10) calendar days prior to each meeting. All meeting materials will be sent to the Clerk of the Board within ten (10) calendar days following each meeting for the purposes of record keeping and transparency of governance.

Any matters not appearing on the agenda may be considered upon a favorable vote of a majority of the members present to do so. Notice of special meetings and intended agenda items shall be sent to all LEPC members in writing, electronic mail or by phone at least seven (7) days in advance of any special meeting. Notice to the public shall be in accordance with North Carolina Law.

## ARTICLE VI: VOTING

### Section I: One Vote Each

Each voting LEPC member, excluding the Chairperson, shall be entitled to one (1) vote. The Chairperson shall vote only in the event of a tie. Votes will be taken by roll call.

### Section II: Proxy Votes

Proxy votes may be permitted with approval from the Chairperson as described in Article III, Section VII.

### Section III: Abstentions

LEPC members may register their abstention on any vote which shall be reflected in the minutes. LEPC members are encouraged to abstain on matters which would pose, for them, a conflict of interest.

**Section IV: Determination of Action**

All final actions, LEPC positions or policy recommendations shall require the favorable vote of a majority of LEPC members present at a duly called meeting at which a quorum is present. However, bylaws shall be amended by the provisions of Article IX.

## ARTICLE VII: REPORTS AND RECOMMENDATIONS

**Section I: Annual Report**

The LEPC shall produce an annual report to the Board of County Commissioners and County Manager each year describing its activities for the preceding year.

**Section II: Review of Draft Reports**

A draft of any proposed report shall be circulated to all members of the LEPC prior to consideration by the LEPC at a regular scheduled meeting.

**Section III: Issuance of Reports and Recommendations**

Reports or recommendations of any kind shall not be released in the name of the LEPC unless and until they have already been adopted by a favorable vote of a majority of LEPC members at a duly called meeting at which a quorum is present.

## ARTICLE VIII: AMENDMENTS OF THE BYLAWS

These bylaws may be amended or replaced upon affirmative vote of a simple majority (51%) of the LEPC members present at a duly called meeting at which a quorum is present, provided that any proposed changes have been circulated to all the LEPC members 30 days prior to

any action thereon. All Amendments to the Bylaws are subject to the approval of the Burke County Board of Commissioners.

## ARTICLE IX: TABLE OF REVISIONS

| CHANGES | DATE APPROVED |
|---|---|
| | |
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| | |

# Burke County LEPC

- Local Emergency Planning Committee (LEPC)
  - The LEPC serves as the county's multidisciplinary emergency planning body responsible for promoting hazardous materials emergency preparedness and managing hazardous materials reporting.
  - The Burke County Local Emergency Planning Committee (LEPC) is established pursuant to the federal Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986.
- Meets quarterly
- By-Laws last reviewed in 2020

1

# LEPC Bylaws Comparison

| Category | 2020 Bylaws (Old) | Jan 26 Draft Bylaws (New) |
|---|---|---|
| Planning & Compliance | • General SARA Title III planning duties | • Expanded EPCRA-aligned planning requirements<br>• Reviewed by legal to ensure EPCRA compliance<br>• Clearer operational procedures |
| Membership Structure | • Basic SARA-required categories<br>• 14-seat structure, amended since.<br>• Removal recommended after 3 absences | • Revised 17-seat structure designed for multidisciplinary representation<br>• 3-year terms<br>• Inactive if >50% of meetings missed |
| Leadership & Governance | • Chair appointed by Commissioners; chair votes on all matters<br>• Officer positions<br>• No formal executive committee | • Chair is EM Director or designee; votes only to break ties<br>• Formal Executive Committee added<br>• Financial oversight responsibilities included. |
| Meetings | • Minimum two meetings per year<br>• Basic agenda and notice guidance<br>• Annual Report | • Quarterly meetings, no less than two a year<br>• Public notice requirements<br>• Subcommittee meeting framework added<br>• Annual Report |
| Voting Procedures | • Chair votes<br>• Simple majority<br>• No proxy voting or representatives | • Designated representative allowed<br>• Enhanced abstention/conflict-of-interest guidance |
| Subcommittee Functions | • None | • Subcommittee outputs require LEPC approval |
| Amendment Process | • Majority vote; 30-day notice<br>• Board approval required | • Same approval structure; modernized language<br>• Formal revision tracking table added |

2

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title:** **911- Burke County and WPCC MOU for Backup 911 PSAP and Telecommunicator Education and Workforce Training Program**

**Presented by:** **Heather Joyner, 911 Director**
**Ava Yamouti**

**Summary of Information:** Burke County Emergency Communications/9-1-1 and Western Piedmont Community College (WPCC) propose two Memoranda of Understanding to establish a shared facility supporting both emergency communications continuity and telecommunicator workforce development. The Backup Emergency Communications MOU establishes a Backup Public Safety Answering Point (PSAP) at WPCC to maintain 9-1-1 call-taking and dispatch capabilities during outages, evacuations, maintenance, technology disruptions, or other circumstances affecting the County's primary communications center.
The Telecommunicator Education and Workforce Training MOU establishes a partnership through which Burke County will provide dispatch equipment, technology resources, and operational expertise, while WPCC will provide faculty, program administration, student oversight, and facilities for telecommunicator training. The facility and certain equipment will serve both purposes. However, emergency operations of the Backup PSAP will take priority over instructional use whenever activation is necessary.

**Strategic Plan Focus Area Alignment:**
**No. 1- Community Advancement**
To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** At the time of agenda distribution, the County Attorney's Office is still reviewing the proposed action for compliance with applicable local, state, and federal laws.

**Suggested Motion: To approve the Memorandum of Understanding with Western Piedmont Community College for Backup Emergency Communications. Further to approve the Memorandum of Understanding for Telecommunicator Education and Workforce Training and authorize the Chairman or County Manager to execute both agreements on behalf of Burke County.**

# MEMORANDUM OF UNDERSTANDING BETWEEN BURKE COUNTY, NORTH CAROLINA AND

# WESTERN PIEDMONT COMMUNITY COLLEGE FOR BACKUP EMERGENCY COMMUNICATIONS

## 1. Purpose and Use

The purpose of this Memorandum of Understanding ("MOU") is to establish a cooperative framework between Burke County Emergency Communications/9-1-1 ("Burke 9-1-1") and Western Piedmont Community College ("WPCC") to ensure continuity of public safety communications operations.

Under this MOU, WPCC will host and support a Backup Public Safety Answering Point ("Backup PSAP") to maintain 9-1-1 call-taking and dispatching capability during primary PSAP outages, planned maintenance, or other incidents affecting normal operations.

Backup use may be needed during:

- Unplanned outages or degradation of the primary PSAP
- Facility evacuation or environmental hazards
- Network, carrier, or power failures
- Planned maintenance or technology upgrades
- Training, exercises, or special event operations

## 2. Term, Review, and Termination

This MOU shall become effective upon full execution by both parties and remain in effect until terminated.

- Duration: Indefinite, unless terminated by either party.
- Periodic Review: The parties shall review this MOU at least once every three (3) years, or sooner upon a material change in facilities, technology, funding, law, regulation, security requirements, or program scope.
- Termination: Either party may terminate this MOU with ninety (90) days' written notice.
- Temporary Suspension: Either party may suspend operations immediately for safety, security, or legal concerns, with prompt written notice and explanation.
- Amendments: Any modification must be in writing and signed by authorized representatives of both parties.

## 3. Responsibilities of Burke County / Burke 9-1-1

Burke 9-1-1 shall:

### 1. System and Technology Management

- Provide, configure, and maintain 9-1-1 call handling (CPE), CAD systems, radio consoles or control stations, logging recorders, and related communications equipment.
- Ensure network connectivity and cybersecurity consistent with County IT requirements and applicable security standards, including NIST 800-53 moderate-level controls where applicable.
- Conduct quarterly functional tests and one annual full-scale exercise (Attachment B).

### 2. Operations, Staffing, and Operational Control

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- Supply all telecommunicators, supervisors, and technical support during activation or testing.
- Retain sole operational authority to activate or deactivate the Backup PSAP.
- During activation, Burke 9-1-1 shall have operational control of the designated Backup PSAP space, systems, equipment, and access necessary to conduct emergency communications operations. Operational use shall take precedence over instructional or other College uses.
- Maintain activation, failover, and restoration procedures (Attachment C).

**3. Compliance**

- Ensure adherence to all applicable standards and requirements, including NENA, NFPA 1225, FCC 9-1-1 rules, CJIS/NC DCI, HIPAA where applicable, and NIMS/ICS.

**4. Training**

- Provide orientation for telecommunicators on equipment, layout, security, and backup procedures.

**5. Costs**

- Cover costs related to County equipment procurement, installation, licensing, and maintenance.
- Approve in advance, in writing, any extraordinary WPCC costs directly associated with PSAP operations, such as electrical upgrades specifically required for PSAP equipment and operations.

**6. Equipment Ownership**

- All equipment purchased or provided by Burke County, including equipment purchased with North Carolina 911 Board funding or other grant funding, shall remain the property of Burke County or the applicable funding entity and shall not become property of WPCC by virtue of installation within College facilities.
- Upon termination of this MOU, Burke County shall have the right to remove County-owned equipment. The parties will coordinate reasonable access and any mutually agreed restoration of the affected space.

**7. Emergency Power and UPS**

- Provide and maintain dedicated uninterruptible power supply (UPS) and emergency generator capability necessary to support Burke 9-1-1 Backup PSAP systems and operations.
- The Burke County UPS and generator capability shall be separate from WPCC primary UPS and emergency generator infrastructure, except for any mutually agreed interconnection or facility requirements necessary for safe installation and operation.
- Coordinate installation, testing, maintenance, fuel planning, electrical work, and operation of Burke County emergency power systems with WPCC Facilities and WPCC IT staff to ensure compatibility with College infrastructure and prevent disruption to campus systems.
- Include the dedicated UPS and generator capability in routine preventive maintenance, quarterly Backup PSAP functional testing, and the annual full-scale exercise, as applicable.

**4. Responsibilities of Western Piedmont Community College**

WPCC shall:

**1. Facilities and Access**

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- Provide secure space with adequate power, HVAC, lighting, and ADA accessibility.
- Maintain continuous 24/7 electronic key-card access to the designated communications room for authorized Burke 9-1-1 personnel and approved vendors. Access permissions, credential administration, and physical security procedures shall be coordinated with designated WPCC staff. Emergency activation shall not depend upon the presence or availability of WPCC personnel.
- Implement appropriate physical security controls, including locked rooms, visitor controls/logs, and surveillance where available.

**2. Technology and Network Support**

- Provide demarcation access, rack space, and cabling pathways.
- Coordinate with campus IT for timely troubleshooting.
- Coordinate with WPCC IT staff on all network connectivity, cabling, firewall, segmentation, cybersecurity, troubleshooting, and infrastructure changes affecting Burke 9-1-1 systems. The 9-1-1 network and systems shall be appropriately secured and segmented from student, academic, and other unauthorized campus networks or users.

**3. Information Security**

- Safeguard the designated communications room, Burke 9-1-1 network, data, recordings, credentials, and systems from unauthorized physical or electronic access, in coordination with Burke County IT and WPCC IT staff.
- Ensure students and unauthorized WPCC personnel do not access live CJIS/NC DCI, CAD, 9-1-1 records, recordings, credentials, production networks, or other restricted public safety systems or information.
- Report any data or security breach affecting the Backup PSAP within two (2) hours of discovery and cooperate in joint response efforts.
- Preserve relevant logs or records upon request for legal, security, or investigative purposes.

**4. Facilities Maintenance**

- Provide utilities and standard building maintenance at no cost to the County.
- Notify Burke 9-1-1 promptly of any condition threatening PSAP functionality.

**5. Training**

- Ensure designated IT and facilities staff are familiar with the PSAP environment sufficiently to support infrastructure issues involving power, HVAC, access, and campus network infrastructure.

**5. Joint Responsibilities**

- Provide one another with Primary Points of Contact (POC) information who will coordinate configuration changes. Emergency changes may be made to restore service, with subsequent written notice within 24 hours. Written notices shall be directed to the respective POCs, with copies to the Burke County Manager and Burke County Attorney, and the WPCC President and WPCC Vice President for Administrative Services.
- Maintain current equipment inventories and network diagrams (Attachment A).
- Notify the other party within sixty (60) minutes of any event threatening PSAP continuity.
- Adhere to applicable laws and security standards for all data, systems, and operations.

DRAFT

- Coordinate changes to the designated Backup PSAP space that could materially affect power, HVAC, network connectivity, security, access, or emergency communications operations.

**6. Dual Use of Backup PSAP and Training Facilities**

The parties acknowledge that certain facilities and equipment utilized for WPCC's Telecommunicator Training Program may also comprise Burke County's designated Backup PSAP. In the event of any conflict between instructional use and emergency operational use, the Backup PSAP requirements and operational needs of Burke 9-1-1 shall control.

Upon activation or anticipated activation of the Backup PSAP, instructional activities within the designated operational area shall cease or relocate as directed by Burke 9-1-1. Burke 9-1-1 shall not be required to obtain prior College approval before assuming operational use of the Backup PSAP.

**7. Liability, Insurance, and Indemnification**

Each party shall be responsible for its own acts, omissions, and employees.

- Both parties shall maintain appropriate insurance or self-insurance as required by law.
- To the extent permitted by North Carolina law, each party shall hold the other harmless for claims arising from its own negligence or willful misconduct.

**8. Relationship of Parties**

The parties are independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, or employment relationship.

**9. Entire Agreement**

This document, including its attachments, constitutes the entire understanding between the parties regarding the subject matter and supersedes prior agreements or communications related to this subject matter.

**Signatures**

**Burke County, North Carolina**

By: _____ Date: _____

Name/Title: _____

**Burke County Emergency Communications/9-1-1**

By: _____ Date: _____

Name/Title: _____

**Western Piedmont Community College**

By: _____ Date: _____

Name/Title: Dr. Joel Welch / President

**Attachments**

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- Attachment A: Equipment & Network Inventory
- Attachment B: Testing & Exercise Schedule
- Attachment C: Activation/Deactivation Procedures
- Attachment D (Optional): Floor Plan, Power/Network Details

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# MEMORANDUM OF UNDERSTANDING BETWEEN BURKE COUNTY, NORTH CAROLINA AND

# WESTERN PIEDMONT COMMUNITY COLLEGE FOR TELECOMMUNICATOR EDUCATION AND WORKFORCE TRAINING

## 1. Purpose

The purpose of this MOU is to establish a cooperative agreement between Burke County Emergency Communications/9-1-1 ("Burke 9-1-1") and Western Piedmont Community College ("WPCC") to support instruction and workforce training for telecommunicator students. Under this agreement, Burke 9-1-1 will provide equipment and technology resources necessary to simulate a 9-1-1 communications environment at the College, while WPCC will provide instructional services, faculty oversight, program administration, and appropriate facilities to host the training program.

## 2. Term, Review, and Termination

This MOU shall become effective upon full execution by both parties and remain in effect until terminated.

- Duration: Indefinite, unless terminated by either party.
- Periodic Review: The parties shall review this MOU at least once every three (3) years, or sooner upon a material change in facilities, technology, funding, law, regulation, security requirements, or program scope.
- Termination: Either party may terminate this MOU with ninety (90) days' written notice.
- Temporary Suspension: Either party may suspend program activities immediately for safety, security, legal, or operational concerns, with prompt written notice and explanation.
- Amendments: Any modification must be in writing and signed by authorized representatives of both parties.

## 3. Responsibilities of Burke County Emergency Communications/9-1-1

Burke 9-1-1 agrees to:

1. Provide dispatch consoles, communications equipment, and related technology necessary to support telecommunicator instruction at WPCC.

2. Maintain County-provided equipment in working condition, including software updates, technical maintenance, and repairs, subject to funding, licensing, vendor support, and equipment lifecycle requirements.

3. Collaborate with College faculty and administrators to ensure the instructional setup reasonably reflects operational 9-1-1 environments.

4. Provide consultation and technical expertise, as needed, to support program success.

5. Retain ownership and control of County-provided equipment, credentials, configurations, and access to production public safety systems.

## 4. Responsibilities of Western Piedmont Community College

WPCC agrees to:

1. Provide qualified faculty and staff to deliver instruction and manage the telecommunicator training program.

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2. Remain responsible for student enrollment, academic administration, faculty supervision, instructional requirements, student conduct, and applicable educational compliance unless otherwise agreed to in writing.

3. Ensure the safety, security, and proper use of all County-provided equipment while located on College premises, including coordination with Burke 9-1-1 and designated WPCC IT staff to maintain secure electronic key-card access to the communications room and protect the physical security of the designated 9-1-1 training/backup environment.

4. Provide adequate classroom/lab space, including furnishings, HVAC, power, and other necessary utilities for the training environment.

5. Notify Burke 9-1-1 promptly of any damage, malfunction, loss, misuse, or security concern involving County-owned equipment or systems.

**5. Information Security, Confidentiality, and Student Access**

- Instructional use shall be conducted in a manner that prevents unauthorized access to production public safety systems, CJIS/NC DCI information, protected 9-1-1 information, credentials, recordings, or other restricted data. Network connectivity, segmentation, firewall requirements, cybersecurity controls, and technology changes affecting Burke 9-1-1 systems shall be coordinated with designated WPCC IT staff and Burke County IT.
- Students shall not access live CJIS/NC DCI, CAD, 9-1-1 records, recordings, production networks, or other restricted systems unless specifically authorized, appropriately credentialed, and permitted by applicable law, policy, and security requirements.
- Training accounts, simulated environments, sanitized data, or other approved safeguards shall be used where appropriate.
- WPCC and Burke 9-1-1 may establish additional confidentiality, acceptable-use, photography/screenshot, credential, and security requirements through program procedures or student acknowledgments.
- Any suspected unauthorized access, disclosure, misuse, or cybersecurity incident involving County systems or information shall be reported immediately to designated Burke 9-1-1 and WPCC contacts.

**6. Backup PSAP Operational Priority**

The parties acknowledge that facilities and equipment designated as the “Burke County 911 Communications Backup Center” are vital to the Telecommunicator Training Program and also serve an emergency operational function.

Backup PSAP operations shall take priority over instructional use. Upon activation or anticipated activation of the Backup PSAP, instructional activities within the designated operational area shall immediately cease or relocate at the direction of Burke 9-1-1. Burke 9-1-1 shall not be required to obtain prior College approval before assuming operational use of the Backup PSAP.

The parties acknowledge that the separate MOU governing the Backup PSAP controls emergency operational use. In the event of a conflict between instructional use under this MOU and emergency operational requirements under the Backup PSAP MOU, the operational requirements of the Backup PSAP shall control.

**7. Program Coordination and Joint Responsibilities**

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- Each party shall designate a primary program coordinator/Point of Contact (POC) to coordinate scheduling, curriculum alignment, equipment needs, security matters, routine program changes, and operational issues.
- Collaborate to ensure the Telecommunicator Training Program supports Burke 9-1-1 employer and workforce-development needs while preserving WPCC's responsibility for academic administration.
- Coordinate planned instructional use of Backup PSAP equipment so that training does not impair readiness for emergency activation.
- Review material equipment, facility, security, or program changes through the designated POCs before implementation when those changes could affect the other party.

**8. Employment and Student Status**

Participation in or successful completion of the Telecommunicator Training Program does not guarantee employment with Burke County. Any person seeking employment with Burke County remains subject to the County's established application, selection, background investigation, certification, testing, eligibility, and hiring requirements.

Students participating in the WPCC program are not employees, agents, or representatives of Burke County solely by virtue of their participation in the program.

**9. Equipment Ownership and Disposition**

All equipment purchased or provided by Burke County, including equipment purchased with North Carolina 911 Board funding or other grant funding, shall remain the property of Burke County or the applicable funding entity and shall not become property of WPCC by virtue of installation or instructional use.

Upon termination of this MOU, Burke County shall have the right to remove County-owned equipment, subject to reasonable coordination with WPCC regarding access and any mutually agreed restoration of the affected space.

**10. Liability, Insurance, and Indemnification**

Each party shall be responsible for its own acts, omissions, employees, faculty, staff, and agents, as applicable.

- Both parties shall maintain appropriate insurance or self-insurance as required by law.
- To the extent permitted by North Carolina law, each party shall hold the other harmless for claims arising from its own negligence or willful misconduct.

**11. Relationship of Parties**

The parties are independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, or employment relationship.

**12. Entire Agreement**

This document constitutes the entire understanding between the parties regarding the subject matter and supersedes prior agreements or communications related to this subject matter, except that the parties' separate Backup PSAP MOU remains independently effective and governs emergency operational use of the designated Backup PSAP.

**Signatures**

DRAFT

**Burke County, North Carolina**

By: _____ Date: _____

Name/Title: _____

**Burke County Emergency Communications/9-1-1**

By: _____ Date: _____

Name/Title: _____

**Western Piedmont Community College**

By: _____ Date: _____

Name/Title: Dr. Joel Welch / President

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**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: Finance - NC Governors Crime Commission Grant**

**Presented by: Lindsay Stockman, Grants Program Manager**

**Summary of Information:** The Burke County Sheriff's Office has been awarded a $101,518.36 grant to purchase Celebrite software and supporting equipment.

**Strategic Plan Focus Area Alignment:**
**No. 4- Fiscal Stewardship**
Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To approve the** NC Governors Crime Commission Grant as presented.

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: Clerk- Removal from Department of Social Services Advisory Board**

**Presented by: Morgan Buchanan, Clerk to the Board**

**Summary of Information:** The following Department of Social Services Advisory Board members have requested to be removed from the board:
Seat No. 1 — At Large — Ms. Nancy Wood
Seat No. 3—At Large — Mr. John Day

**Strategic Plan Focus Area Alignment:**
**No. 1- Community Advancement**
To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To approve the removal of Seat No. 1—At Large: Nancy Wood and Seat No. 3—At Large: John Day from the Department of Social Services Advisory Board and thank them for their service to the community.**

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: Clerk - Appointment/Removal from Parks and Rec Advisory Board**

**Presented by: Morgan Buchanan, Clerk to the Board**

**Summary of Information:** The following advisory board members have requested to be removed from the Parks and Recreation Commission:
Mendell Dewberry, Seat No 3 Drexel Elementary School District
Scott Bollinger, Seat No. 8 Mull Elementary School District

An application has been received from Cody Reid to be appointed to the Parks and Recreation Commission for Seat No. 8 Mull Elementary School District to complete the remainder of Seat No. 8 term expiring March 31, 2027.

**Strategic Plan Focus Area Alignment:**

**No. 1- Community Advancement**

To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To remove Mendall Dewberry and Scott Bollinger from the Parks and Recreation Advisory Board. Further, to appoint Cody Reid to Seat No. 8- Mull Elementary School District with a term expiring March 31, 2027.**

Outlook

## Online Form Submittal: Burke County Appointment Application for Boards and Committees

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Mon 8/10/2026 8:55 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; Kat Wright <kat.wright@burkenc.org>

**CAUTION:** Don't be quick to click! We're counting on you! This email is from an external sender! **Don't click** on links or open attachments from unknown sources. If you know this is spam delete the message. If you believe this message is a phish attack, Click the Phish Alert button above. If you are unsure what to do, contact the helpdesk at 9410.

# Burke County Appointment Application for Boards and Committees

| | |
|---|---|
| First Name | Cody |
| Last Name | Reid |
| Address | 4702 Austin Dr |
| City | Morganton |
| State | North Carolina |
| Zip Code | 28655 |
| Home Phone Number | 828-493-5193 |
| Business Phone Number | *Field not completed.* |
| Cell Phone Number | 828-493-5193 |
| Email Address | Cody.reid@dac.nc.gov |
| | (Section Break) |
| Occupation | NC DAC |
| Retired From | *Field not completed.* |
| How did you hear about this opportunity? | Elected Official or County Staff |
| Are you currently serving on a county board or committee? | No |
| If so, please identify the board or committee. | *Field not completed.* |

| | |
|---|---|
| Please indicate any community interests and activities that you are involved in. | Sports, youth community involvement |
| Do you reside in the extraterritorial jurisdiction of a municipality, which is generally a 1 to 3-mile perimeter outside the city limits? | Yes |

(Section Break)

List in order of preference the board and/or committee(s) on which you would like to serve.

| | |
|---|---|
| First Choice | Recreation Commission |
| Second Choice | Recreation Commission |
| Third Choice | Recreation Commission |

(Section Break)

| | |
|---|---|
| Most board or committee seats have no special requirement other than being a citizen of Burke County. Do you have special criteria that you would like to be considered for this appointment? | *Field not completed.* |
| Describe why you are interested in serving on a board or committee. What goals and objectives do you have? | I represent one of the programs associated in the recreation department. |
| Are you willing to attend board or committee meetings on a regular basis and comply with Article IV, Section 2-92 - Attendance, of the Burke County Code of Ordinances? | Yes |
| Please disclose any business or personal relationships that may be considered a conflict of interest if selected to serve on a board or committee. | *Field not completed.* |

| | |
|---|---|
| Optional Remarks | *Field not completed.* |
| Optional - Click here to upload supporting documentation that you wish to be reviewed alongside your application. | *Field not completed.* |

Burke County is committed to providing an inclusive and welcoming environment for everyone and does not and shall not discriminate on the basis of race, color, religion or creed, gender, gender expression, age, national origin or ancestry, disability, marital status, sexual orientation, or military status, in any of its activities or operations.

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**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: Clerk- Reappointments and Removal for the Burke County Planning Board**

**Presented by: Morgan Buchanan, Clerk to the Board**

**Summary of Information:** The following board members have terms expiring on September 30, 2026:
Seat No. 3 (East Burke) - Brian King (requests to be removed from the Burke County Planning Board)
Seat No. 4 (West Burke)- Gregory Smith (requests to be reappointed)
Seat No. 6 (West Burke)-Damion Patton (requests to be reappointed)
Seat No. 7 (West Burke)- Joyce Couniham (requests to be reappointed)

**Strategic Plan Focus Area Alignment:**

**No. 1- Community Advancement**

To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** N.A.

**Legal Review:**

**Suggested Motion: To remove Brian King from the Burke County Planning Board. Further, to reappoint Greg Smith, Damion Patton and Joyce Counihan for a 3-year term expiring September 2029.**

Outlook

## Online Form Submittal: Burke County Appointment Application for Boards and Committees

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Mon 8/17/2026 1:23 AM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; Kat Wright <kat.wright@burkenc.org>

**CAUTION:** Don't be quick to click! We're counting on you! This email is from an external sender! **Don't click** on links or open attachments from unknown sources. If you know this is spam delete the message. If you believe this message is a phish attack, Click the Phish Alert button above. If you are unsure what to do, contact the helpdesk at 9410.

# Burke County Appointment Application for Boards and Committees

| | |
|---|---|
| First Name | Greg |
| Last Name | Smith |
| Address | 208 Horse Shoe Lane |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Home Phone Number | 9194985803 |
| Business Phone Number | *Field not completed.* |
| Cell Phone Number | 9194985803 |
| Email Address | geogs00@gmail.com |
| (Section Break) | |
| Occupation | Retired |
| Retired From | NCDOT |
| How did you hear about this opportunity? | Board / Committee Member |
| Are you currently serving on a county board or committee? | Yes |
| If so, please identify the board or committee. | Burke Co. Planning Board |

| | |
|---|---|
| Please indicate any community interests and activities that you are involved in. | Burke County Planning Board member<br>Burke Arts Council Board of Directors<br>Burke County Board of Adjustment member<br>Morganton Planning and Zoning Commission member |
| Do you reside in the extraterritorial jurisdiction of a municipality, which is generally a 1 to 3-mile perimeter outside the city limits? | Yes |

(Section Break)

List in order of preference the board and/or committee(s) on which you would like to serve.

| | |
|---|---|
| First Choice | Burke Co. Board of Adjustment |
| Second Choice | Burke Co. Planning Board |
| Third Choice | Western Piedmont Community College Board of Trustees |

(Section Break)

| | |
|---|---|
| Most board or committee seats have no special requirement other than being a citizen of Burke County. Do you have special criteria that you would like to be considered for this appointment? | Retired NCDOT employee with 32 years' service<br>Registered Professional Engineer (NC, retired)<br>Licensed Professional Geologist (NC, retired)<br>Lee County NC Planning Board (early 2000s) |
| Describe why you are interested in serving on a board or committee. What goals and objectives do you have? | Serving fellow citizens |
| Are you willing to attend board or committee meetings on a regular basis and comply with Article IV, Section 2-92 - Attendance, of the Burke County Code of Ordinances? | Yes |
| Please disclose any business or personal relationships that may be considered a conflict of interest if selected to serve on a board or committee. | None known |

| | |
|---|---|
| Optional Remarks | I would like to serve another term on the Burke County Planning Board |
| Optional - Click here to upload supporting documentation that you wish to be reviewed alongside your application. | *Field not completed.* |

Burke County is committed to providing an inclusive and welcoming environment for everyone and does not and shall not discriminate on the basis of race, color, religion or creed, gender, gender expression, age, national origin or ancestry, disability, marital status, sexual orientation, or military status, in any of its activities or operations.

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Outlook

## Online Form Submittal: Burke County Appointment Application for Boards and Committees

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Fri 8/28/2026 10:12 AM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; Kat Wright <kat.wright@burkenc.org>

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# Burke County Appointment Application for Boards and Committees

| | |
|---|---|
| First Name | Damion |
| Last Name | Patton |
| Address | 302 W Union St |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Home Phone Number | 8284031756 |
| Business Phone Number | *Field not completed.* |
| Cell Phone Number | 8284031756 |
| Email Address | damionpattonrealestate@gmail.com |
| (Section Break) | |
| Occupation | Real Estate Broker |
| Retired From | *Field not completed.* |
| How did you hear about this opportunity? | Board / Committee Member |
| Are you currently serving on a county board or committee? | Yes |
| If so, please identify the board or committee. | Burke Co. Planning Board |

| | |
|---|---|
| Please indicate any community interests and activities that you are involved in. | *Field not completed.* |
| Do you reside in the extraterritorial jurisdiction of a municipality, which is generally a 1 to 3-mile perimeter outside the city limits? | No |

(Section Break)

List in order of preference the board and/or committee(s) on which you would like to serve.

| | |
|---|---|
| First Choice | Burke Co. Planning Board |
| Second Choice | Western Piedmont Community College Board of Trustees |
| Third Choice | Burke Co. Board of Adjustment |

(Section Break)

| | |
|---|---|
| Most board or committee seats have no special requirement other than being a citizen of Burke County. Do you have special criteria that you would like to be considered for this appointment? | *Field not completed.* |
| Describe why you are interested in serving on a board or committee. What goals and objectives do you have? | *Field not completed.* |
| Are you willing to attend board or committee meetings on a regular basis and comply with Article IV, Section 2-92 - Attendance, of the Burke County Code of Ordinances? | Yes |
| Please disclose any business or personal relationships that may be considered a conflict of interest if selected to serve on a board or committee. | *Field not completed.* |

| | |
|---|---|
| Optional Remarks | *Field not completed.* |
| Optional - Click here to upload supporting documentation that you wish to be reviewed alongside your application. | *Field not completed.* |

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Email not displaying correctly? View it in your browser.

Outlook

## Online Form Submittal: Burke County Appointment Application for Boards and Committees

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Thu 9/3/2026 10:14 AM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; Kat Wright <kat.wright@burkenc.org>

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# Burke County Appointment Application for Boards and Committees

| | |
|---|---|
| First Name | Joyce M |
| Last Name | Counihan |
| Address | 108 S Anderson St |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Home Phone Number | 8284481347 |
| Business Phone Number | *Field not completed.* |
| Cell Phone Number | 8284481347 |
| Email Address | joyce.counihan@gmail.com |
| | (Section Break) |
| Occupation | retired |
| Retired From | CPS Baobab Inc and NC State University |
| How did you hear about this opportunity? | Board / Committee Member |
| Are you currently serving on a county board or committee? | Yes |
| If so, please identify the board or committee. | Burke Co. Board of Adjustment |

| | |
|---|---|
| Please indicate any community interests and activities that you are involved in. | Active community member including staying well informed on government planning across NC. |
| Do you reside in the extraterritorial jurisdiction of a municipality, which is generally a 1 to 3-mile perimeter outside the city limits? | No |

(Section Break)

List in order of preference the board and/or committee(s) on which you would like to serve.

| | |
|---|---|
| First Choice | Burke Co. Board of Adjustment |
| Second Choice | Burke Co. Planning Board |
| Third Choice | Revaluation Task Force |

(Section Break)

| | |
|---|---|
| Most board or committee seats have no special requirement other than being a citizen of Burke County. Do you have special criteria that you would like to be considered for this appointment? | I would like to continue to serve on the Board of Adjustment and Planning Boards. |
| Describe why you are interested in serving on a board or committee. What goals and objectives do you have? | I am a well informed citizen of Burke county with experience across NC and in other US states and countries. My experience includes federal, state, non-profit and community group settings. I wish to serve the county of my birth. |
| Are you willing to attend board or committee meetings on a regular basis and comply with Article IV, Section 2-92 - Attendance, of the Burke County Code of Ordinances? | Yes |
| Please disclose any business or personal relationships that may be considered a conflict of interest if selected to serve on a board or committee. | I would state my conflict of interest should any situation arise that I would find myself in conflict with business or personal relationships. |

| | |
|---|---|
| Optional Remarks | I have served on the Board of Adjustment and Planning Boards since 2020 plus previous service on the Planning Board in the late 90s and early 2000s. |
| Optional - Click here to upload supporting documentation that you wish to be reviewed alongside your application. | *Field not completed.* |

Burke County is committed to providing an inclusive and welcoming environment for everyone and does not and shall not discriminate on the basis of race, color, religion or creed, gender, gender expression, age, national origin or ancestry, disability, marital status, sexual orientation, or military status, in any of its activities or operations.

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**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: Clerk- Reappointments and Removals for the Burke County Board of Adjustments**

**Presented by: Morgan Buchanan, Clerk to the Board**

**Summary of Information:** The following board members have terms expiring September 30, 2026:
Seat No. 1 (East Burke)- Jennie Cook (has served max terms allotted and will be removed)
Seat No. 3 (west Burke)- James Wakefore (application received to be reappointed for a 3-year term)
Seat No. 5 (At-Large)- Joyce Couniham (application received to be reappointed for a 3-year term)
Seat No. 6 (At-Large)- Ed Hallyburton (application received to be reappointed for a 3-year term)

**Strategic Plan Focus Area Alignment:**
**No. 1- Community Advancement**
To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To remove Virginia "Jennie" Cook from Seat No 1 East Burke. Further to reappoint Seat No. 3—James Wakeford, Seat No. 5 — Joyce Couniham, and Seat No. 6 — Ed Hallyburton for a 3-year term expiring September 2029.**

Outlook

## Online Form Submittal: Burke County Appointment Application for Boards and Committees

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Tue 8/11/2026 8:14 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; Kat Wright <kat.wright@burkenc.org>

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# Burke County Appointment Application for Boards and Committees

| | |
|---|---|
| First Name | Ed |
| Last Name | Hallyburton |
| Address | 8725 LISA TRL |
| City | CONNELLY SPRINGS |
| State | NC |
| Zip Code | 28612-7130 |
| Home Phone Number | 8284300440 |
| Business Phone Number | 8283975541x3157 |
| Cell Phone Number | 8284300440 |
| Email Address | edhallyburton@gmail.com |
| (Section Break) | |
| Occupation | Educator, Realtor, Auctioneer |
| Retired From | N/A |
| How did you hear about this opportunity? | Elected Official or County Staff |
| Are you currently serving on a county board or committee? | Yes |
| If so, please identify the board or committee. | Burke Co. Board of Adjustment |

| | |
|---|---|
| Please indicate any community interests and activities that you are involved in. | I have been a North Carolina Real Estate Broker for more than 30 years and am also a licensed North Carolina Auctioneer. My community involvement has included serving on the Burke County Board of Adjustment and previously serving as Chairman of the Burke County Planning Board. I have also served on the boards of the Valdese Economic Development and Investment Corporation and the Burke County Chamber of Commerce, and as President of the Valdese Merchants Association. In addition, I have served on the Pine Mountain POA Board, where I remain actively involved in community governance and property-owner issues. My professional and civic experience has provided me with a strong understanding of real estate, land use, business, community development, and local government. |
| Do you reside in the extraterritorial jurisdiction of a municipality, which is generally a 1 to 3-mile perimeter outside the city limits? | No |

(Section Break)

List in order of preference the board and/or committee(s) on which you would like to serve.

| | |
|---|---|
| First Choice | Burke Co. Board of Adjustment |
| Second Choice | Burke Co. Planning Board |
| Third Choice | Board of Equalization and Review |

(Section Break)

| | |
|---|---|
| Most board or committee seats have no special requirement other than being a citizen of Burke County. Do you have special criteria that you would like to be considered for this appointment? | More than 30 years of experience as a North Carolina real estate broker, along with my experience as a licensed Auctioneer and service on local boards involving land use, planning, and community development. I believe this experience would allow me to bring a practical, knowledgeable, and community-focused perspective to the appointment. |
| Describe why you are interested in serving on a board or committee. What goals and objectives do you have? | I am interested in serving because I believe in fairness, responsible stewardship, and building a sustainable future for our community and the generations that follow us. My goal is to bring my experience in real estate, land use, and community service to help make thoughtful decisions that balance individual interests with the long-term impact on our community. I believe we have a responsibility to be wise stewards of what we leave for our children and future generations. |

| | |
|---|---|
| Are you willing to attend board or committee meetings on a regular basis and comply with Article IV, Section 2-92 - Attendance, of the Burke County Code of Ordinances? | Yes |
| Please disclose any business or personal relationships that may be considered a conflict of interest if selected to serve on a board or committee. | N/A |
| Optional Remarks | Thank you for the opportunity to be considered. I believe the Board of Adjustment has an important responsibility to apply county zoning law fairly and consistently. My goal would be to base every decision on the applicable ordinances and regulations, while considering the impact on property owners and the community. I would bring my experience in real estate, land use, and community service to help ensure that decisions are thoughtful, fair, and consistent with the law. |
| Optional - Click here to upload supporting documentation that you wish to be reviewed alongside your application. | Ed_Hallyburton_Resume_Revised.pdf |

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## Online Form Submittal: Burke County Appointment Application for Boards and Committees

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Tue 8/11/2026 4:51 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; Kat Wright <kat.wright@burkenc.org>

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# Burke County Appointment Application for Boards and Committees

| | |
|---|---|
| First Name | James |
| Last Name | Wakeford |
| Address | 5557 Goldenwoods Way |
| City | Morganton |
| State | North Carolina |
| Zip Code | 28655 |
| Home Phone Number | 8282052931 |
| Business Phone Number | *Field not completed.* |
| Cell Phone Number | 8282052931 |
| Email Address | jaymz.wakeford@gmail.com |
| | (Section Break) |
| Occupation | Retired |
| Retired From | Barefoot CNC |
| How did you hear about this opportunity? | Elected Official or County Staff |
| Are you currently serving on a county board or committee? | Yes |
| If so, please identify the board or committee. | Burke Co. Board of Adjustment |

| | |
|---|---|
| Please indicate any community interests and activities that you are involved in. | *Field not completed.* |
| Do you reside in the extraterritorial jurisdiction of a municipality, which is generally a 1 to 3-mile perimeter outside the city limits? | No |

(Section Break)

List in order of preference the board and/or committee(s) on which you would like to serve.

| | |
|---|---|
| First Choice | Burke Co. Board of Adjustment |
| Second Choice | *Field not completed.* |
| Third Choice | *Field not completed.* |

(Section Break)

| | |
|---|---|
| Most board or committee seats have no special requirement other than being a citizen of Burke County. Do you have special criteria that you would like to be considered for this appointment? | *Field not completed.* |
| Describe why you are interested in serving on a board or committee. What goals and objectives do you have? | *Field not completed.* |
| Are you willing to attend board or committee meetings on a regular basis and comply with Article IV, Section 2-92 - Attendance, of the Burke County Code of Ordinances? | Yes |
| Please disclose any business or personal relationships that may be considered a conflict of interest if selected to serve on a board or committee. | *Field not completed.* |

| | |
|---|---|
| Optional Remarks | *Field not completed.* |
| Optional - Click here to upload supporting documentation that you wish to be reviewed alongside your application. | *Field not completed.* |

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## Online Form Submittal: Burke County Appointment Application for Boards and Committees

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Thu 9/3/2026 10:14 AM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; Kat Wright <kat.wright@burkenc.org>

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# Burke County Appointment Application for Boards and Committees

| | |
|---|---|
| First Name | Joyce M |
| Last Name | Counihan |
| Address | 108 S Anderson St |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Home Phone Number | 8284481347 |
| Business Phone Number | *Field not completed.* |
| Cell Phone Number | 8284481347 |
| Email Address | joyce.counihan@gmail.com |
| | (Section Break) |
| Occupation | retired |
| Retired From | CPS Baobab Inc and NC State University |
| How did you hear about this opportunity? | Board / Committee Member |
| Are you currently serving on a county board or committee? | Yes |
| If so, please identify the board or committee. | Burke Co. Board of Adjustment |

| | |
|---|---|
| Please indicate any community interests and activities that you are involved in. | Active community member including staying well informed on government planning across NC. |
| Do you reside in the extraterritorial jurisdiction of a municipality, which is generally a 1 to 3-mile perimeter outside the city limits? | No |

(Section Break)

List in order of preference the board and/or committee(s) on which you would like to serve.

| | |
|---|---|
| First Choice | Burke Co. Board of Adjustment |
| Second Choice | Burke Co. Planning Board |
| Third Choice | Revaluation Task Force |

(Section Break)

| | |
|---|---|
| Most board or committee seats have no special requirement other than being a citizen of Burke County. Do you have special criteria that you would like to be considered for this appointment? | I would like to continue to serve on the Board of Adjustment and Planning Boards. |
| Describe why you are interested in serving on a board or committee. What goals and objectives do you have? | I am a well informed citizen of Burke county with experience across NC and in other US states and countries. My experience includes federal, state, non-profit and community group settings. I wish to serve the county of my birth. |
| Are you willing to attend board or committee meetings on a regular basis and comply with Article IV, Section 2-92 - Attendance, of the Burke County Code of Ordinances? | Yes |
| Please disclose any business or personal relationships that may be considered a conflict of interest if selected to serve on a board or committee. | I would state my conflict of interest should any situation arise that I would find myself in conflict with business or personal relationships. |

| | |
|---|---|
| Optional Remarks | I have served on the Board of Adjustment and Planning Boards since 2020 plus previous service on the Planning Board in the late 90s and early 2000s. |
| Optional - Click here to upload supporting documentation that you wish to be reviewed alongside your application. | *Field not completed.* |

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**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: CM- Budget Amendment 4- Grant Awards**

**Presented by: Brian Epley, County Manager**

**Summary of Information:** Budget Amendment No. 4 is to recognize funds from multiple grant awards.

**Strategic Plan Focus Area Alignment:**
**No. 4- Fiscal Stewardship**
Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** General Fund budgetary increase of $249,998.00

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To approve Budget Amendment No 4 recognizing funds from multiple grants as presented.**

**BUDGET AMENDMENT NO. 4**
**FY 26-27**

**Summary of Information:** Approval of the following Budget Amendment No. 4, to recognize funds from multiple grant awards.

| BUDGET AMENDMENT NO. 4 | | | |
|---|---|---|---|
| REVENUES AND EXPENSES | | | |
| **ACCOUNT NUMBER** | **DESCRIPTION** | **INCREASE** | **DECREASE** |
| **REVENUES** | | | |
| 100-46504-06-435200- | Duke Energy Grant | $25,000 | |
| **EXPENSES** | | | |
| 100-46504-10-585001- | Duke Energy Grant | $25,000 | |
| | | | |
| To recognize grant awarded to Emergency Management from Duke Energy for needed repairs to the rescue boat and the purchase of a drone. | | | |
| | | | |
| **REVENUES** | | | |
| 100-46503-06-433100 | Duke Energy Grant | $10,000 | |
| **EXPENSES** | | | |
| 100-46503-10-586001- | Duke Energy Grant | $10,000 | |
| | | | |
| To recognize grant awarded to Fire Marshal's Department from Duke Energy for specialized cameras to assist in fire investigations. | | | |
| | | | |
| **REVENUES** | | | |
| 100-54502-06-435200- | Meals on Wheels Donation | $100,000 | |
| **EXPENSES** | | | |
| 100-54502-20-586000- | Meals on Wheels Grant | $100,000 | |
| | | | |
| To recognize grant awarded to Senior Services by the regional Meals on Wheels organization to provide additional dollars for congregate and home delivered meals. | | | |
| **REVENUES** | | | |
| 100-55500-01-435200- | ARSL Scholarship | $1,500 | |
| **EXPENSES** | | | |
| 100-55500-25-551501- | Library Travel and Training | $1,500 | |
| | | | |
| To recognize grant awarded to Page Anderson with the Library Department by the Library of NC. | | | |

| | | | |
|---|---|---|---|
| The funds are for hotel and other related travel costs for the 2026 ARSL Conference. | | | |
| | | | |
| **REVENUES** | | | |
| 100-46000-01-435202- | BJA Edward Byrne JAG | $11,979 | |
| **EXPENSES** | | | |
| 100-46000-10-586002- | Grant Expense | $11,979 | |
| | | | |
| To recognize grant awarded to the Sheriff's Office by the Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant program. The grant is to replace the existing courthouse security metal detector due to declining reliability and performance. | | | |
| | | | |
| **REVENUES** | | | |
| 100-46000-01-435200- | Governors Crime Commission | $101,519 | |
| **EXPENSES** | | | |
| 100-46000-10-586000- | Software Grant | $101,519 | |
| | | | |
| To recognize grant awarded to the Sheriff's Office by the NC Governors Crime Commission to provide funding for specialized software to assist with criminal investigation. | | | |
| | | | |
| A copy of these amendments shall be furnished to the Budget Officer and the Finance Officer of the County to be kept on file for direction in the disbursement of funds. | | | |

Adopted this 21st day of September 2026.

_____
Jeffrey C. Brittain, Chairman
Burke County Board of Commissioners

Attest:

_____
Morgan Buchanan
Clerk to the Board of Commissioners

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: CM- Budget Amendment No. 5 Capital Improvements**

**Presented by: Brian Epley, County Manager**

**Summary of Information:** Approval of the following Budget Amendment No. 5, to transfer funds from the Capital Improvement Fund into the General Fund, to execute various planned projects. Project breakdown is as follows: $45,000 for networking equipment in the Emergency 911 center, $36,000 for HVAC replacements at the Foothills Higher Education Center, $240,000 for replacement of public safety radio equipment, and $116,300 for back indexing of the Register of Deeds Records.

**Strategic Plan Focus Area Alignment:**

**No. 4- Fiscal Stewardship**

Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** General Fund budgetary increase of $401,300, Building Fund increase of $36,000 The transfer has a net zero impact overall.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To adopt Budget Amendment No. 5 for Capital Improvements as presented.**

**BUDGET AMENDMENT NO. 5**
**FY 26-27**

**Summary of Information:** Approval of the following Budget Amendment No. 5, to transfer funds from the Capital Improvement Fund into the General Fund, to execute various planned projects. Project breakdown is as follows: $45,000 for networking equipment in the Emergency 911 center, $36,000 for HVAC replacements at the Foothills Higher Education Center, $240,000 for replacement of public safety radio equipment, and $116,300 for back indexing of the Register of Deeds Records.

| BUDGET AMENDMENT NO. 5 | | | |
|---|---|---|---|
| REVENUES AND EXPENSES | | | |
| **ACCOUNT NUMBER** | **DESCRIPTION** | **INCREASE** | **DECREASE** |
| **REVENUES** | | | |
| 100-00000-11-439410- | Transfer from Capital Reserve | $116,300 | |
| **EXPENSES** | | | |
| 410-00000-55-595100- | Transfer to General Fund | $116,300 | |
| 410-00000-05-599999- | Project Set Aside | | $116,300 |
| 100-43000-05-534010- | Technology Services | $116,300 | |
| | | | |
| To transfer funds from capital reserve for the Register of Deeds back indexing project. | | | |
| | | | |
| **REVENUES** | | | |
| 100-00000-11-439410- | Transfer from Capital Reserve | $285,000 | |
| **EXPENSES** | | | |
| 410-00000-55-595100- | Transfer to General Fund | $285,000 | |
| 410-00000-05-599999- | Project Set Aside | | $285,000 |
| 100-44500-05-575000 | Technology Services | $285,000 | |
| | | | |
| To transfer funds from the capital improvement fund to the general fund, for the purposes of purchasing 911 networking equipment ($45,000) and public safety radios ($240,000) | | | |

| | | | |
|---|---|---|---|
| **REVENUES** | | | |
| 100-00000-11-439410- | Transfer from Capital Reserve | $36,000 | |
| **EXPENSES** | | | |
| 410-00000-55-595100- | Transfer to General Fund | $36,000 | |
| 410-00000-05-599999- | Project Set Aside | | $36,000 |
| 400-45000-05-542501 | Capital Improvement Projects- HVAC | $36,000 | |
| | | | |
| To transfer funds from the capital improvement fund to the building fund, to complete a planned HVAC replacement project. | | | |
| | | | |
| A copy of these amendments shall be furnished to the Budget Officer and the Finance Officer of the County to be kept on file for direction in the disbursement of funds. | | | |

Adopted this 21st day of September 2026.

_____
Jeffrey C. Brittain, Chairman
Burke County Board of Commissioners

Attest:

_____
Morgan Buchanan
Clerk to the Board of Commissioners

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**CONSENT AGENDA**

**Subject Title: CM- Budget Amendment No. 6- NC DHHS Funds**

**Presented by: Brian Epley, County Manager**

**Summary of Information:** Budget Amendment No. 6 will recognize funds from NCDHHS to be used in a variety of programs.

**Strategic Plan Focus Area Alignment:**
**No. 4- Fiscal Stewardship**
Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** General Fund budgetary increase of $70,695

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To approve Budget Amendment No 6 for NC DHHS funds as presented.**

**BUDGET AMENDMENT NO. 6**
**FY 26-27**

**Summary of Information:** Approval of the following Budget Amendment No. 6, to recognize funds from NCDHHS.

| BUDGET AMENDMENT NO. 6 | | | |
|---|---|---|---|
| **REVENUES AND EXPENSES** | | | |
| **ACCOUNT NUMBER** | **DESCRIPTION** | **INCREASE** | **DECREASE** |
| **REVENUES** | | | |
| 100-52000-01-434628 | Links Special Funds | $34,200 | |
| 10-52000-01-433440 | DSS Administrative Grant | $36,495 | |
| **EXPENSES** | | | |
| 100-52120-20-554000 | Links Payments | $34,200 | |
| 100-52070-20-554000 | Child Welfare Essential Services | $36,495 | |
| | | | |
| To recognize additional funding from the state, to support the Links Program, which is for clients ages 18-21 in foster care. Funding will be utilized to award direct payments to clients for items including school supplies and other essential needs. Funding is also being provided for Child Welfare essential services, which will be used to meet unmet needs for children in foster care. To budget additional revenue being received from the state. | | | |
| | | | |
| A copy of these amendments shall be furnished to the Budget Officer and the Finance Officer of the County to be kept on file for direction in the disbursement of funds. | | | |

Adopted this 21st day of September 2026.

_____
Jeffrey C. Brittain, Chairman
Burke County Board of Commissioners

Attest:

_____
Morgan Buchanan
Clerk to the Board of Commissioners

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**ITEMS FOR DECISION**

**Subject Title: Opioid- RFQ Facility Based Crisis Clinical Advisory Selection (Place Holder)**

**Presented by: Katie Samuels, Opioid Response Director**

**Summary of Information:** Burke County issued RFQ-2026-0828 to solicit qualifications from experienced behavioral health professionals and organizations to serve as Clinical Advisor for the development of the County's new Facility-Based Crisis (FBC) Center at 722 East Union Street in Morganton.

The Clinical Advisor will provide specialized clinical and operational expertise throughout the planning, design, and construction process, working in coordination with Burke County and Holland & Hamrick Architects. The advisor will assist the project team in evaluating facility design from an operational perspective, including patient and staff flow, safety, clinical functionality, regulatory and licensure considerations, and readiness for eventual operation as a licensed Facility-Based Crisis program.

Burke County received Statement(s) of Qualifications in response to the RFQ. Responses were reviewed and scored by an evaluation committee based on the criteria established in the RFQ, including direct Facility-Based Crisis operational experience, qualifications of the proposed Clinical Advisor, understanding of the Burke County project, North Carolina regulatory and licensure experience, relevant healthcare facility planning and design experience, and professional references.

Following completion of the evaluation process, _____ (Selected Vendor) received the highest overall evaluation and is recommended for selection as Burke County's Facility-Based Crisis Clinical Advisor.

Following Board approval, County staff will work with _____ (Selected Vendor) to finalize the scope of services and negotiate a professional services agreement consistent with the RFQ. The final agreement will be presented for approval as required by County purchasing and contracting procedures.

**Strategic Plan Focus Area Alignment:**
**No. 4- Fiscal Stewardship**
Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion:** To approve the selection of _____ (Selected Vendor) as Burke County's Facility-Based Crisis Clinical Advisor and authorize County staff to negotiate a professional services agreement consistent with RFQ-2026-0828.

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**ITEMS FOR DECISION**

**Subject Title: Tax - Tax Release and Refund Report for Period Ending August 31, 2026**

**Presented by: Travis Isaacs, Tax Administrator**

**Summary of Information:** Releases in value and/or refunds of taxes typically occur when:

- Taxpayers submit information that creates a reduction in value.
- Situs is corrected between counties and/or municipalities.
- Valuation appeals reduce the value of real or personal property.

The postmark reveals that a payment was submitted timely. The Board of Commissioners will be presented with the following list of releases and refunds for consideration during the regular meeting. The Net Release results from the Report Amount minus the Rebilled Amount.

| Tax System Refunds and Releases | | | |
|---|---|---|---|
| **Report Amount** | **Rebilled Amount** | **Net Release** | **Refund Amount** |
| $28,665,554 | $28,348,888 | $316,802 | $0.00 |

| VTS Refunds Over $100 | |
|---|---|
| | **Refund Amount** |
| **VTS Adjustments** | $552.39 |

*Note: The net release amount results from the reported amount minus the rebilled amount.

**Strategic Plan Focus Area Alignment:**

**No. 4- Fiscal Stewardship**

Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To accept the Tax Release and Refund Report as presented.**

| Payee Name | Address 1 | Address 3 | Refund Type | Status | Refund Description | Refund Reason | Create Date | Tax Jurisdiction | Levy Type | Change | Interest Change | Total Change |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DAYCO CONTRACTING LLC | 1427 BATON CHURCH RD | GRANITE FALLS, NC 28630 | Adjustment >= $100 | PENDING | Refund Generated due to adjustment on Bill #0092673876-2025-2025-0000 | Situs error | 8/12/2026 | 01 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | 57 | TAX | ($264.90) | $0.00 | ($264.90) |
| | | | | | | | | 57 | VEHICLE FEE | ($20.00) | $0.00 | ($20.00) |
| | | | | | | | | 28 | TAX | $55.63 | $0.00 | $55.63 |
| | | | | | | | | | | | **Refund** | **$229.27** |
| MORGANTON PROPERTIES, L.L.C | PO BOX 1825 | MORGANTON, NC 28680 | Adjustment >= $100 | PENDING | Refund Generated due to adjustment on Bill #0092552354-2026-2026-0000 | Situs error | 8/20/2026 | 01 | TAX | $0.00 | $0.00 | $0.00 |
| | | | | | | | | 57 | TAX | ($312.50) | $0.00 | ($312.50) |
| | | | | | | | | 57 | VEHICLE FEE | ($20.00) | $0.00 | ($20.00) |
| | | | | | | | | 27 | TAX | $84.38 | $0.00 | $84.38 |
| | | | | | | | | 40 | TAX | ($75.00) | $0.00 | ($75.00) |
| | | | | | | | | | | | **Refund** | **$323.12** |
| | | | | | | | | | | | **Refund Total** | **$552.39** |

| Tax Jurisdiction | District Type | Net Change |
|---|---|---|
| 01 | COUNTY | $0.00 |
| 57 | CITY | ($617.40) |
| 28 | FIRE | $55.63 |
| 27 | FIRE | $84.38 |
| 40 | SPECIAL | ($75.00) |
| **Total** | | **($552.39)** |

| | |
|---|---|
| **Report Parameters** | Report Date 9/2/2026 9:52:24 AM |
| **County** | Burke |
| **Refund Time Period** | August |
| **Refund Fiscal Year** | 2026 - 2027 |
| **Refund Types** | Adjustment >= $100 |
| **Refund Status** | AUTHORIZED,PENDING |
| **Report Run Date** | 9/2/2026 9:52:24 AM |

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**ITEMS FOR DECISION**

**Subject Title: Tax - Tax Collection Report for Period Ending August 31, 2026**

**Presented by: Travis Isaacs, Tax Administrator**

**Summary of Information:** The Board of Commissioners will be presented with the Tax Collection Report for the period between July 1, 2026, and August 31, 2026. This reflects the status of collections by the Burke County Tax Collection's Staff and serves as a supplement to the Annual Settlement Report. The Tax Levy is the total property tax value, not including motor vehicles, times the tax rate. This amount changes monthly with the addition of discoveries, other changes, or corrections, and when Public Utility Values are added, typically during September.

| Year-to-Date Revenue Collections | | | | |
|---|---|---|---|---|
| | **Budget** | **Actuals to Date** | **% Collected** | **$ Remaining** |
| **Current Year Taxes** | $65,587,042 | $31,711,682 | 50% | $30,875,360 |
| **Discounts** | ($350,000) | ($317,312) | | |
| **Delinquent Taxes** | $700,000 | $300,943 | 43% | $399,056 |
| **Interest and Fees** | $329,000 | $25,083 | 8% | $303,916 |
| **Total** | $61,174,871 | $31,720,396 | | |

**Total Levy For 2026-2027 Tax Year**

| | **Current Year Amended Levy** | **Current Year Collected** | **% Collected** | **$ Remaining** |
|---|---|---|---|---|
| **Property Taxes** | $55,188,976 | $31,876,778 | 58% | $23,037,355 |
| **Motor Vehicle Taxes** | $5,456,857 | $1,220,550 | 22% | $1,042,843 |
| **Fire Tax** | $7,511,783 | $4,352,463 | 41% | $3,124,531 |

**Strategic Plan Focus Area Alignment:**

**No. 4- Fiscal Stewardship**

Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To accept the Tax Collection Report as presented.**

## Year to Date Revenue Collections 7/1/26-8/31/2026

| | Budget | Actuals To Date | % Collected | |
|---|---|---|---|---|
| **Current Year Taxes** | $ 62,587,042 | $31,711,682 | 50& | $30,875,360 |
| **Discounts** | (350,000) | (317,312) | | |
| **Delinquent Taxes** | 700,000 | 300,943 | 43% | 399,056 |
| **Interest & Fees** | 329,000 | 25,083 | 8& | 303,916 |
| | $ 61,174,871 | $31,720,396 | | |

## Total Levy for 2026-27 Tax Year

| | Current Year Amended Levy | Current Year Collected | % Collected | Remaining |
|---|---|---|---|---|
| **Property Taxes** | $55,188,976 | $31,876,778 | 58% | $23,037,355 |
| **Motor Vehicles** | $5,456,857 | $1,220,550 | 22% | **$1,042,843** |
| **Fire Tax** | $7,511,783 | $4,352,463 | 41% | $3,124,531 |

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**ITEMS FOR DECISION**

**Subject Title: TA - Collector's Annual Settlement Report 2025-2026**

**Presented by: Travis Isaacs, Tax Administrator**

**Summary of Information:** In compliance with N.C.G.S. § 105-373(a)(1) & (3), included are the amounts collected using the Property Tax System (PTS) and the Vehicle Tax System (VTS) for the county and fire districts. These amounts include current taxes, delinquent taxes, current and delinquent tax-related charges, and vehicle taxes. Amounts collected for municipalities where the county tax collector also serves as the municipal tax collector:

- Connelly Springs
- Glen Alpine
- Hildebran
- Long View
- Rhodhiss
- Valdese

**Strategic Plan Focus Area Alignment:**

**No. 4- Fiscal Stewardship**

Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To accept the Tax Collection Settlement Report for 2025-2026 as presented**

Travis Isaacs
Tax Administrator

PO Box 219
Morganton, NC 28680

(828) 764-9430
tax@burkenc.org

BURKE COUNTY
ALL ABOUT ADVANCING
TAX ADMINISTRATION

August 26, 2026

Burke County Board of Commissioners
Po Box 219
Morganton, NC 28680

Burke County Board of Commissioners:

I respectfully submit the following Tax Collections Settlement for the period of July 1, 2025 through June 30th, 2026.

In compliance with NCGS 105-373(a)(1) & (3)(d), included are the amounts collected using the NC Property Tax System (NCPTS) and the NC Vehicle Tax System (NCVTS) for the county, fire districts and municipalities. These amounts include current and delinquent taxes collected and uncollected for the above period. Also, the county tax administrator's office collects for:

- Connelly Springs
- Glen Alpine
- Hildebran
- Long View
- Rhodhiss
- Drexel
- Valdese

**Section 1: Property Tax County Only**
(Data from NCPTS TR-401E Report)

| | **Collected** | **Uncollected** |
|---|---|---|
| • Tax-Current (2025) | $54,463,015.19 | $ 909,913.46 |
| • Delinquent Tax (2024-prior) | $ 720,637.80 | $ 871,688.89 |
| • **Total** | **$55,183,652.99** | **$1,781,602.35** |

Total of Taxes and Tax Related Collections (County Only) 2025-Prior

| | Collected | Uncollected |
|---|---|---|
| • Advertisement Fee | $ 19,436.64 | $ 46,527.23 |
| • Garnishment | $ 49,884.00 | $ 6,698.10 |
| • Interest | $ 281,480.63 | $ 0.00 |
| • Landfill User Fee | $ 3,529,870.65 | $ 248,694.00 |
| • Landfill User Fee Sr. | $ 81,347.64 | $ 5,785.71 |
| • Late List Penalty | $ 137,817.27 | $ 19,529.40 |
| • Migrated LFUF | $ 0.00 | $ 0.00 |
| • Misc. Cost | $ 0.00 | $ 0.00 |
| • NSF Penalty | $ 7,778.00 | $ 751.01 |
| • Tax All Years | $55,207,902.73 | $ 1,657,580.31 |
| • **Total** | **$59,315,517.56** | **$ 1,985,465.76** |

**Section 2: RMV Tax County Only**
(Data from NCVTS Net Distribution Report)

| | Collected |
|---|---|
| • VTS RMV Interest | $ 44,618.45 |
| • VTS RMV Tax | $ 6,484,233.05 |
| • **Total** | **$ 6,528,851.50** |

**Section 3: Fire District County & RMV Tax**
(Data from TR-401E NCPTS Report & NCVTS Net Dist. Report)

| | Collected | Uncollected |
|---|---|---|
| • FD Tax Current (2025) | $ 6,402,430.81 | $ 100,510.76 |
| • FD tax Interest (2025) | $ 17,395.86 | $ 0.00 |
| • FD Prior & Int (2024-Prior) | $ 109,629.28 | $ 74,892.78 |
| • VTS RMV FD Int | $ 5861.35 | $ 0.00 |
| • VTS RMV FD Tax | $ 874,860.40 | $ 0.00 |
| • **Totals** | **$ 7,410,177.70** | **$ 176,295.06** |

**Section 4: Property Tax City/Town**
(Data from TR-401E NCPTS)

| | Collected | Uncollected |
|---|---|---|
| • City & Town (2025) | $ 4,163,308.98 | $ 38,425.27 |
| • City & Town (2024-Prior) | $ 27,551.54 | $ 10,785.71 |
| • Interest 2025-Prior | $ 13,683.58 | $ 0.00 |
| • Late List Penalty 2025-Prior | $ 3,866.62 | $ 278.63 |
| • Landfill User Fee 2025-Prior | $ 14,523.00 | $ 197.84 |
| • **Total** | **$ 4,222,933.72** | **$ 49,687.45** |

**Section 5: RMV Taxes City Town** 2025
(Data from NCVTS Net Distribution Report)

| | Collected |
|---|---|
| • VTS RMV Int | $ 10,926.75 |
| • VTS RMV Tax | $1,562,386.12 |
| • VTS Morganton Tag Fee ($20) | $ 296,140.00 |
| • VTS Hickory Tag Fee ($5.25) | $ 796.25 |
| • **Total** | **$1,870,249.12** |

**Section 6: Additional Revenues Collected**
(Data from NCPTS TR-426 & TR-431)

| | Collected |
|---|---|
| • Rental Vehicle (County) | $ 68,225.00 |
| • Rental Vehicle (Hickory) | $ 12,789.79 |
| • Occupancy Tax | $1,011,305.64 |
| • Occupancy Tax (Late Penalty) | $ 129.52 |
| • Occupancy Filing (Penalty) | $ 107.61 |
| • Beer License (On Premises) | $ 1,575.00 |
| • Beer License (Off Premises) | $ 400.00 |
| • Wine License (On Premises) | $ 1,450.00 |
| • Wine License (Off Premises) | $ 1,800.00 |
| • **Total** | **$1,097,782.56** |

**SECTION 12 - Summary of Enforced Collection Activity**

Enforced collections of delinquent tax bills can use several different remedies as allowed by N.C.G.S. § 105-367, 368, 374, and 375.

- Debt Setoff
- Bank Attachment/garnishment
- Wage Garnishment
- Foreclosure

I certify that the collections staff has diligently tried using the collection remedies available by statute (notices, second notices, wage garnishment, bank attachment, debt set-off, foreclosure, and delinquent collection service) to collect all delinquent debts. These delinquent debts are for tax years 2014 through 2023, including those 2024 taxes that became delinquent after January 5, 2025.

I respectfully request that the Burke County Board of Commissioners accept this report as the Annual Settlement for the Fiscal Year Ending June 30, 2026

/s/ Travis J Isaacs

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**ACTION ITEMS**

**Subject Title: DSS - Departmental update for period ending July 31, 2026**

**Presented by: Korey Fisher-Wellman, DSS Director**

**Summary of Information:** The monthly DSS report will be given at the pre-agenda meeting

**Strategic Plan Focus Area Alignment:**

**No. 1- Community Advancement**

To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To accept the July 2026 DSS report as presented.**

JEFFREY C. BRITTAIN, CHAIR
PHIL SMITH, VICE CHAIR
RANDY BURNS, COMMISSIONER
BRIAN BARRIER, COMMISSIONER
MIKE STROUD, COMMISSIONER

BURKECOUNTY
ALL ABOUT ADVANCING

BRIAN EPLEY, COUNTY MANAGER
KAY H. DRAUGHN, CLERK TO THE BOARD
DESTIN HALL, COUNTY ATTORNEY
KANIA LAW FIRM, P.A., TAX ATTORNEY

# Monthly Directors Report

**Department of Social Services**
700 E Parker Rd.
Morganton, NC 28655

**September 8, 2026**
**Board of Commissioners**
110 N. Green St.
Morganton, NC 28655

**Subject:** Monthly Update for the Department of Social Services

Dear Board of Commissioners,

Please see below for an executive update on key policies and administrative metrics impacting the Burke County Department of Social Services. This report will be presented to you monthly and will track key performance indicators, policy progression, and identify potential emerging issues.

Thank you for your leadership and support. Please let us know if you have any questions or concerns.

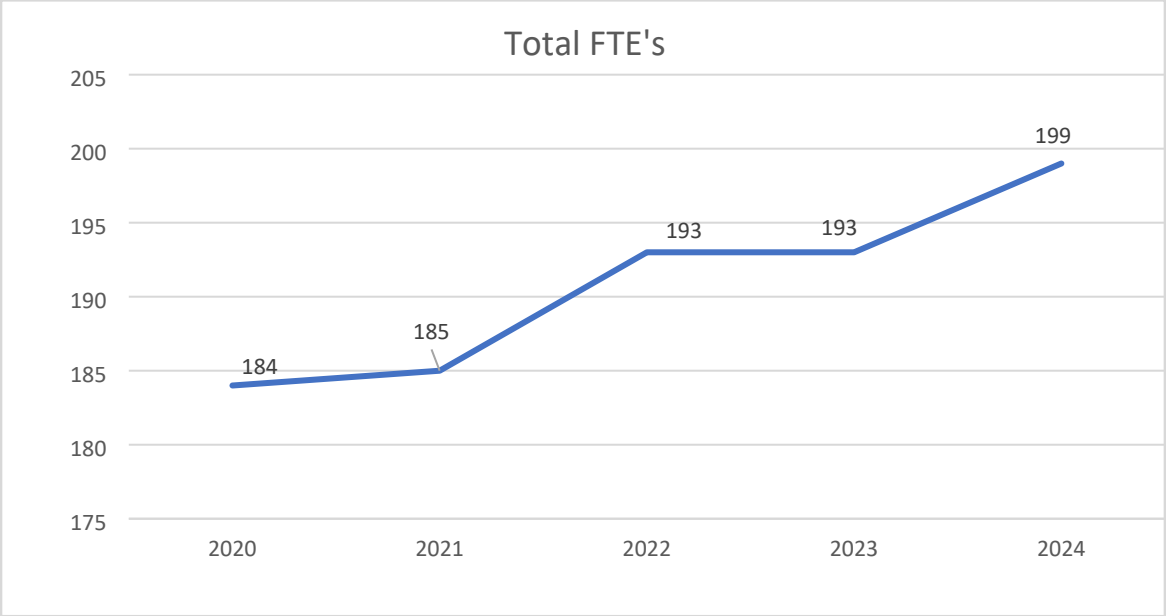
Regards,

Korey Fisher-Wellman
Director of Social Services, Burke County

CC: Brian Epley
County Manager

## Personnel Analysis:

The Burke County Department of Social Services has an FTE allocation of 199 positions. This has grown over the past several years, specifically following a staffing analysis completed in 2019 that recommended 44 additional positions. The agency added 6 FTEs in December of 2023 following the passing of Medicaid Expansion. The county employs 22 part time employees, including 3 Income Maintenance Caseworker, 3 foster care workers who help with home studies and out of county visits, 2 CPS social worker who provides support with out-of-county requests, 1 part time finance staff member who helps support the finance team, 2 cps clerical staff, and 11 after hours placement support specialist who help to provide support when children are in the building overnight.




Of the 199 active FTEs in the department, currently, we have 17 full time vacancies – which represents 8.5% vacancy rate. During the month of July, DSS experienced 3 separations, and had a total of 1 new hire, which was for a full-time position.

Burke County DSS continues to strengthen its workforce through strategic recruitment, employee development, and retention initiatives designed to ensure high-quality services for the citizens of Burke County. Investments made over the past year in workforce infrastructure continue to improve staff readiness, enhance consistency in service delivery, and support long-term workforce stability.

The Training and Onboarding Supervisor and Quality Assurance Supervisor remain integral to these efforts by providing structured onboarding, ongoing training, coaching, and practice oversight. Their work continues to strengthen new employee orientation, expand professional development opportunities, and provide supervisors with additional tools to support staff performance and reinforce quality practice standards.

Burke County DSS continues to actively engage local colleges and universities to develop a sustainable pipeline of future employees. Through student internships, career fairs, classroom

presentations, and other workforce outreach activities, the department is working to increase awareness of careers in public service and social work and establish relationships with students before graduation. These partnerships remain an important component of the department's long-term recruitment strategy and efforts to attract qualified professionals to Burke County.

Recruitment within Child Welfare remains a priority, with the department continuing to recruit qualified professionals and utilize sign-on incentives for experienced candidates filling CPS and Foster Care Social Worker positions. These efforts have strengthened the department's ability to attract experienced practitioners in a competitive workforce environment and support continued staffing stability.

The department is also evaluating the structure and role of Economic Services training staff to provide greater support to frontline employees as they implement significant changes in federal and state policy. This restructuring is intended to increase the department's capacity to provide timely policy guidance, targeted training, coaching, and technical assistance while helping staff navigate increasingly complex eligibility and verification requirements. The goal is to improve consistency, reduce uncertainty for staff, and ensure changes in policy are implemented accurately and efficiently.

Structural enhancements within Child Welfare, including the addition of a CPS Social Worker, CPS Supervisor, and Visitation Coach, continue to strengthen supervisory support, increase frontline capacity, improve visitation practices, and promote timely permanency planning for children and families.

While Child Welfare staffing issues have remained fairly consistent, Economic Services continues to manage significant operational demands associated with ongoing policy changes, including new federal requirements resulting from HR 1. Expanded verification requirements, increased documentation standards, and additional eligibility determination responsibilities for Medicaid and Food and Nutrition Services continue to increase the complexity of program administration. The department remains focused on strengthening training and operational support, evaluating workflow efficiencies, and ensuring Burke County residents continue to receive timely, accurate, and responsive services.

**Open Positions:**

| Position Title | Position #: | Status |
|---|---|---|
| IMC II | 51403 | |
| IMC II | 51395 | |
| IMC III Leadworker | 51769 | |
| IMC II | 51375 | |
| IMC III Leadworker | 51367 | |
| IMC II | 51381 | |
| IMC II | 51380 | |
| IMC II | 51363 | |
| IMC II | 51767 | |
| SOCIAL WORKER IA&T | 51441 | |
| SOCIAL WORKER IA&T | 51776 | |
| SOCIAL WORKER IA&T | 51778 | |
| SOCIAL WORKER IA&T | 51905 | |
| SOCIAL WORKER IA&T | 51906 | |
| SOCIAL WORKER IA&T | 51866 | |
| SOCIAL WORKER III | 51461 | |
| SOCIAL WORKER III | 51460 | |

## Economic Services Updates

### Federal Policy Update: Medicaid and SNAP (HR 1) Implementation

Burke County DSS continues to monitor and prepare for the implementation of federal changes to Medicaid and the Supplemental Nutrition Assistance Program (SNAP) enacted through the One Big Beautiful Bill Act (HR 1). As federal agencies and the North Carolina Department of Health and Human Services continue to release implementation guidance, the department is assessing operational impacts and preparing staff for changes that will increase eligibility, verification, documentation, and case management responsibilities.

**Medicaid**

Planning continues for several Medicaid provisions that will significantly impact eligibility administration and frontline operations. The department is preparing for:

- Implementation of federal community engagement requirements for certain adults, including the need to verify qualifying employment, education, or other approved activities.
- More frequent Medicaid eligibility renewals, which will increase the volume of eligibility reviews, client contacts, and case actions.
- Continued NC FAST system and policy changes as NCDHHS develops processes to support implementation.
- Long-term Medicaid financing changes, including the phased reduction of the allowable provider tax cap through 2031.

These changes will require increased staff training, verification, documentation, and ongoing communication with applicants and recipients.

**SNAP**

Economic Services is also preparing for significant changes to the Food and Nutrition Services Program, including expanded work requirements and revised exemption criteria. These changes are expected to increase the complexity of eligibility determinations and ongoing case management.

The department continues to monitor federal guidance regarding implementation timelines, including provisions that will result in greater state financial responsibility for SNAP benefits and administrative costs. The potential fiscal impact to North Carolina reinforces the importance of maintaining program accuracy and meeting federal performance standards.

**Local Operational Impact**

The cumulative impact of these policy changes continues to place significant demands on Economic Services staff. Employees are managing increased verification requirements, policy changes, system updates, training needs, and client communication while continuing to meet federally mandated timeliness and accuracy standards.

In response, Burke County DSS is evaluating the structure of its Economic Services training function to provide greater support to frontline staff as these changes are implemented. The department is exploring ways to strengthen policy training, provide more timely technical assistance, and improve communication between training staff, supervisors, and frontline employees. These efforts are intended to help staff more effectively navigate complex policy changes while promoting consistency and accuracy in service delivery.

Agency leadership continues to work closely with NCDHHS, the North Carolina Association of County Directors of Social Services, and county partners to monitor implementation, assess operational impacts, and identify opportunities to improve efficiency. As additional federal and state guidance becomes available, Burke County DSS will continue to adjust its operations and

training strategies to ensure compliance while maintaining timely, accurate, and customer-focused services for Burke County residents.

MEDICAID

| | AGED OR DISABLED ADULT ACTIVE PARTICIPANTS Does not include MXP or FP cases | ADULT ACTIVE CASES *Does not include MXP or FP cases | FAMILY AND CHILDREN ACTIVE PARTICIPANTS | FAMILY AND CHILDREN ACTIVE CASES | TOTAL MEDICAID APPLICATIONS TAKEN | TOTAL MEDICAID REVIEWS | TOTAL MEDICAID REVIEWS WITHOUT WAIVERS | CAP REFERRALS | LTC REFERRALS | TOTAL MEDICAID RECIPIENTS | TOTAL NEMT TRIPS | REPORT CARD MAD | REPORT CARD OTHER | RECERT COMPLETION TIMELINESS RATE | Straight Through Processing | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MOU MEASURE | | | | | | | | | | | | 90 | 90 | 95 | | |
| JUL | 5327 | 7,734 | 23,544 | 15,333 | 382 | 1435 | | 2 | 18 | 28,873 | * | 93% | 95% | | 100% | 95% |
| AUG | 5283 | 7,753 | 23448 | 15,418 | 325 | 1386 | | 1 | 12 | 28,731 | 823 | 100% | 96% | | 100% | 96% |
| SEP | 5289 | 7,744 | 23471 | 15,459 | 378 | 1586 | | 2 | 16 | 28,740 | 756 | 100% | 94% | | 100% | 94% |
| OCT | 5311 | 7,747 | 23422 | 16,290 | 398 | 1606 | | 1 | 16 | 28,733 | 638 | 100% | 98% | | 100% | 98% |
| NOV | 5342 | 7,755 | 23,381 | 15,465 | 472 | 1825 | | 2 | 12 | 28,723 | 624 | 100% | 96% | | 100% | 97% |
| DEC | 5313 | 7,761 | 23,324 | 15,542 | 560 | 1890 | | 3 | 15 | 28,637 | 832 | 100% | 95% | | 100% | 96% |
| JAN | 5319 | 7,748 | 23194 | 15,527 | 531 | 503 | | 2 | 19 | 28,513 | 606 | 100% | 93% | | 100% | 93% |
| FEB | 5318 | 7,781 | 23123 | 15,439 | 405 | 1893 | | 2 | 10 | 28,441 | 809 | 100% | 87% | | 100% | 88%wa |
| MAR | * | 7,826 | * | 15,420 | 504 | 1767 | | 3 | 11 | 28,446 | 933 | 90% | 94% | * | 100% | 94% |
| APR | 5368 | 7,836 | 22876 | 15,301 | 413 | 1651 | | 5 | 20 | 28,246 | 849 | 92% | 95% | * | 100% | 94% |
| MAY | 5369 | 7,791 | 22750 | 15,224 | 456 | 1423 | | 2 | 15 | 28,121 | 910 | 100% | 94% | * | 100% | 94% |
| JUN | 5389 | 7,770 | 22532 | 15,170 | 461 | 1337 | | 2 | 10 | 27,925 | 986 | 100% | 95% | * | 100% | 95% |
| JUL | 5387 | 7,798 | 22,596 | 15,136 | 467 | 1239 | | 0 | 20 | 27,923 | 975 | 100% | 95% | * | 100% | 95% |

FOOD AND NUTRITION SERVICES

| | ACTIVE RECIPIENTS | ACTIVE CASES | APPLICATIONS TAKEN | APP TIMELINESS RATE-REGULAR | APP TIMELINESS RATE-EXPEDITE | RECERT TIMELINESS RATE | RECERTS COMPLETED | FNS EBT BENEFITS |
|---|---|---|---|---|---|---|---|---|
| MOU MEASURE | | | | 95% | 95% | 95% | | |
| JUL | 10,715 | 5,556 | 594 | 96.83% | 96.84% | 98.74% | 548 | 1,760,696.00 |
| AUG | 10,783 | 5602 | 558 | 99.52% | 99.31% | 98.86% | 528 | 1,778,789.00 |
| SEP | 10,794 | 5605 | 580 | 99.13% | 97.98% | 99.41% | 509 | 1,752,253.00 |
| OCT | 10,695 | 5568 | 512 | 99..07% | 99.02% | 98.65% | 445 | 1,797,705.00 |
| NOV | 10,418 | 5445 | 417 | 99.15% | 98.81% | 99.70% | 336 | 1,759,731.00 |
| DEC | 10,269 | 5389 | 479 | 100.00% | 100% | 99.36% | 336 | 1,721,688.20 |
| JAN | 10,112 | 5307 | 505 | 96% | 99.09% | 97.51% | 482 | 1,662,857.00 |
| FEB | 9,992 | 5228 | 542 | 100.00% | 98.15% | 98.15% | 432 | 1,645,153.00 |
| MAR | 9,889 | 5197 | 543 | 98.45% | 99.28% | 99.21% | 505 | 1,647,954.00 |
| APR | 9,805 | 5142 | 500 | 99.45% | 97.98% | 99.49% | 587 | 1,618,144.00 |
| MAY | 9,754 | 5091 | 540 | 100.00% | 100.00% | 99.00% | 564 | 1,645,145.00 |
| JUN | 9,735 | 5,082 | 572 | 98.59% | 98.98% | 98.01% | 569 | 1,635,049.00 |
| JUL | 9,792 | 5,131 | 524 | 99.14% | 99.07% | 99.36% | 467 | 1,651,828.00 |

## Social Work Updates

### Child Welfare

135 active cases in CPS
31 active Family In-Home cases
214 Children experiencing foster care

- 11 entries into foster care during July
- 12 exits

21 young adults in our 18 to 21 program

## Child Welfare Update

Child Welfare continues to strengthen its workforce through focused recruitment, hiring, onboarding, and employee development initiatives. Recruitment remains active for Child Protective Services and Foster Care positions, with sign-on incentives continuing to be offered to experienced social workers. These efforts have supported improved staffing stability and the department's ability to maintain continuity of services while responding to the ongoing needs of children and families.

The department continues to strengthen its workforce pipeline through partnerships with local colleges and universities. Staff are participating in career fairs, classroom presentations, student internships, and other outreach opportunities designed to introduce students to careers in child welfare and public service. These partnerships are an important component of the department's long-term strategy to develop and recruit qualified professionals.

Newly hired staff continue to receive structured onboarding, comprehensive training, and ongoing coaching. The Training and Onboarding Supervisor and Quality Assurance Supervisor remain instrumental in strengthening employee readiness, promoting consistency in practice, and providing supervisors and frontline staff with additional support and resources.

CPS leadership and frontline staff continue to make progress in managing assessments and investigations. Focused case management, increased supervisory oversight, and the continued dedication of staff have supported improved workload management while allowing the division to respond to reports of abuse, neglect, and dependency in a timely manner. Maintaining this progress remains a priority as the department works to balance increasing service demands with available workforce capacity.

Foster care placement capacity continues to be a significant challenge. Limited availability of licensed foster homes and appropriate residential treatment placements remains an issue locally and statewide. Burke County DSS continues to work with state partners, private providers, and community organizations to identify safe and appropriate placements while pursuing opportunities to expand local placement resources and strengthen the continuum of care available to children and families.

Burke County DSS is also moving forward with the Every Child Matters initiative in partnership with Black Mountain Children's Home and Anuvia Prevention and Recovery. This collaboration is focused on strengthening the local continuum of care by expanding access to prevention services, behavioral health supports, substance use treatment resources, and family-focused interventions. The partnership is intended to provide additional supports to families involved with Child Welfare, with the goal of preventing deeper system involvement, supporting reunification, and improving outcomes for children and caregivers.

The department is also preparing for the implementation of PATH NC, North Carolina's new statewide child welfare information system. Burke County remains scheduled to transition to PATH NC on September 8, 2026. Staff have participated in extensive training, data validation, workflow planning, and implementation readiness activities in preparation for the transition. Agency leadership continues to work closely with the North Carolina Department of Health and

Human Services to address implementation needs and ensure staff are prepared while maintaining continuity of services.

As the September implementation date approaches, PATH NC represents one of the most significant operational changes facing Child Welfare this year. While the transition will require substantial staff preparation and adjustment, the new system is expected to modernize child welfare case management, improve data quality, and provide enhanced tools to support safety, permanency, and well-being outcomes. Burke County DSS remains focused on a successful transition while continuing to prioritize the safety and needs of children and families.

## Adult Services Update

The Adult Services Division continues to respond to a high volume of complex and sensitive cases that safeguard the safety, dignity, and well-being of older and disabled adults in our community.

**Guardianship**
We are currently serving 81 adult wards through public guardianship services. An additional 17 are managed by contracted providers, allowing us to extend our capacity and ensure proper oversight for individuals who have been deemed legally incompetent and require court-appointed protection. In July, we received 6 new guardianship referrals, reflecting sustained demand in this area.

**Special Assistance In-Home (SAIH)**
We are serving 67 clients through the SAIH program, significantly exceeding the state-recommended caseload of 25 to 30 per social worker. This caseload is currently being managed by one SAIH social worker, highlighting the program's high demand and the strain on available staffing resources. SAIH remains essential in helping individuals with limited income remain safely in their homes and avoid institutionalization.

**Community Alternatives Program for Disabled Adults (CAP/DA)**
As of the end of July, 122 individuals are actively enrolled in CAP/DA services, with capacity to serve up to 188 or more, depending on the speed of state-level referral processing. CAP/DA plays a vital role in supporting individuals who might otherwise require nursing home placement, enabling them to remain safe in their homes while receiving necessary care and support.

**Adult Protective Services (APS)**
In July we received 38 new APS reports, of which 17 were screened in for formal investigation. In addition to investigations, APS staff also conducted 8 outreach assessments, made 17 service referrals, and handled 6 guardianship referrals connected to adult protection concerns. These figures highlight both the vulnerability of adults in our county and the essential work our team does daily to assess risk, coordinate services, and intervene when necessary.

**Conclusion**
This month's data underscores the growing demand and complexity across all areas of adult services. Continued pressure on programs like SAIH, guardianship, and APS reinforces the

importance of sustained investment in staffing, training, and infrastructure to ensure that we can effectively protect and support some of the most vulnerable members of our community.

# Social Services

## Director's Monthly Report
## September 8, 2026

BURKECOUNTY

1

# PERSONNEL



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2

# Hiring and Separation Report

July 2026

## Current Openings:

| Position Title | Position #: | Status |
|---|---|---|
| IMC II | 51403 | |
| IMC II | 51395 | |
| IMC III Leadworker | 51769 | |
| IMC II | 51375 | |
| IMC III Leadworker | 51367 | |
| IMC II | 51381 | |
| IMC II | 51380 | |
| IMC II | 51363 | |
| IMC II | 51767 | |
| SOCIAL WORKER IA&T | 51441 | |
| SOCIAL WORKER IA&T | 51776 | |
| SOCIAL WORKER IA&T | 51778 | |
| SOCIAL WORKER IA&T | 51905 | |
| SOCIAL WORKER IA&T | 51906 | |
| SOCIAL WORKER IA&T | 51866 | |
| SOCIAL WORKER III | 51461 | |
| SOCIAL WORKER III | 51460 | |

## Separations:

Total = 3

## Number of Hirings:

Total = 1

IMC II = 1

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3

# OPERATIONS



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4

# Economic Services MOU Data

| | | | | | | |
|---|---|---|---|---|---|---|
| METRICS PER MOU | | | | | | |
| | FOOD AND NUTRITION SERVICES | | | | | |
| | | MOU MEASURE | 95% | 95% | | |
| ACTIVE RECIPIENTS | ACTIVE CASES | APP TIMELINESS RATE- REGULAR | APP TIMELINESS RATE-EXPEDITE | RECERT TIMELINESS RATE | | |
| 9,792 | 5,131 | Achieved | Achieved | Acheived | | |
| WORK FIRST FAMILY ASSISTANCE AND EMPLOYMENT SERVICES | | | | | | |
| ACTIVE RECIPIENTS | ACTIVE CASES | MOU MEASURE | 95% | 95% | | |
| | | | APPLICATION TIMELINESS | RECERT TIMELINESS RATE | | |
| 69 | 46 | | Achieved | Achieved | | |
| MEDICAID | | MOU MEASURE | 90 | 90 | 95 | |
| TOTAL MEDICAID RECIPIENTS | ACTIVE CASES | | REPORT CARD MAD | REPORT CARD OTHER | Straight Through Processing | |
| 27,923 | 22,934 | | Achieved | Achieved | Achieved | |
| | | | | | | |
| SPECIAL ASSISTANCE | | | | | | |
| | MOU PERFORMANCE MEASURE | | | 85% | 85% | |
| SA ACTIVE CASES | | | | SAA TIMELINESS APPLICATIONS | SAD TIMELINESS APPLICATIONS | |
| 249 | | | | Achieved | Achieved | |
| | | | | | | |
| ENERGY PROGRAMS | | | | | | |
| | MOU PERFORMANCE MEASURE | | | | 95% | 95% |
| | CIP APPLICATIONS PROCESSED | LIEAP APPLICATIONS PROCESSED | | | % PROCESSED TIMELY -NO SOURCE 1 DAY | % PROCESSED TIMELY -WITH SOURCE 2 DAY |
| | 321 | 0 | | | Achieved | Achieved |
| CHILD CARE SUBSIDY | | | | | | |
| | | PERFORMANCE MEASURE | | 95% | | |
| | ACTIVE CASES | | | APPLICATION TIMELINESS | | |
| | 375 | | | Achieved | | |

5

# Economic Services Update

MEDICAID

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | MOU MEASURE | 90 | 90 | 95 | | | |
| | AGED OR DISABLED ADULT ACTIVE PARTICIPANTS Does not include MXP or FP cases | ADULT ACTIVE CASES *Does not include MXP or FP cases | FAMILY AND CHILDREN ACTIVE PARTICIPANTS | FAMILY AND CHILDREN ACTIVE CASES | TOTAL MEDICAID APPLICATIONS TAKEN | TOTAL MEDICAID REVIEWS | TOTAL MEDICAID REVIEWS WITHOUT WAIVERS | CAP REFERRALS | LTC REFERRALS | TOTAL MEDICAID RECIPIENTS | TOTAL NEMT TRIPS | REPORT CARD MAD | REPORT CARD OTHER | RECERT COMPLETION TIMELINESS RATE | Straight Through Processing | Total |
| JUL | 5327 | 7,734 | 23,544 | 15,333 | 382 | 1435 | | 2 | 18 | 28,873 | * | 93% | 95% | | 100% | 95% |
| AUG | 5283 | 7,753 | 23448 | 15,418 | 325 | 1386 | | 1 | 12 | 28,731 | 823 | 100% | 96% | | 100% | 96% |
| SEP | 5289 | 7,744 | 23471 | 15,459 | 378 | 1586 | | 2 | 16 | 28,740 | 756 | 100% | 94% | | 100% | 94% |
| OCT | 5311 | 7,747 | 23422 | 16,290 | 398 | 1606 | | 1 | 16 | 28,733 | 638 | 100% | 98% | | 100% | 98% |
| NOV | 5342 | 7,755 | 23,381 | 15,465 | 472 | 1825 | | 2 | 12 | 28,723 | 624 | 100% | 96% | | 100% | 97% |
| DEC | 5313 | 7,761 | 23,324 | 15,542 | 560 | 1890 | | 3 | 15 | 28,637 | 832 | 100% | 95% | | 100% | 96% |
| JAN | 5319 | 7,748 | 23194 | 15,527 | 531 | 503 | | 2 | 19 | 28,513 | 606 | 100% | 93% | | 100% | 93% |
| FEB | 5318 | 7,781 | 23123 | 15,439 | 405 | 1893 | | 2 | 10 | 28,441 | 809 | 100% | 87% | | 100% | 88%wa |
| MAR | * | 7,826 | * | 15,420 | 504 | 1767 | | 3 | 11 | 28,446 | 933 | 90% | 94% | * | 100% | 94% |
| APR | 5368 | 7,836 | 22876 | 15,301 | 413 | 1651 | | 5 | 20 | 28,246 | 849 | 92% | 95% | * | 100% | 94% |
| MAY | 5369 | 7,791 | 22750 | 15,224 | 456 | 1423 | | 2 | 15 | 28,121 | 910 | 100% | 94% | * | 100% | 94% |
| JUN | 5389 | 7,770 | 22532 | 15,170 | 461 | 1337 | | 2 | 10 | 27,925 | 986 | 100% | 95% | * | 100% | 95% |
| JUL | 5387 | 7,798 | 22,596 | 15,136 | 467 | 1239 | | 0 | 20 | 27,923 | 975 | 100% | 95% | * | 100% | 95% |

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# Economic Services Update

## FOOD AND NUTRITION SERVICES

| | ACTIVE RECIPIENTS | ACTIVE CASES | APPLICATIONS TAKEN | APP TIMELINESS RATE- REGULAR | APP TIMELINESS RATE- EXPEDITE | RECERT TIMELINESS RATE | RECERTS COMPLETED | FNS EBT BENEFITS |
|---|---|---|---|---|---|---|---|---|
| MOU MEASURE | | | | 95% | 95% | 95% | | |
| JUL | 10,715 | 5,556 | 594 | 96.83% | 96.84% | 98.74% | 548 | 1,760,696.00 |
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| JUN | 9,735 | 5,082 | 572 | 98.59% | 98.98% | 98.01% | 569 | 1,635,049.00 |
| JUL | 9,792 | 5,131 | 524 | 99.14% | 99.07% | 99.36% | 467 | 1,651,828.00 |

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# ADULT SERVICES UPDATE

**Guardianship**
- Total Wards: 81
- Contracted Wards: 17

**SAIH (Special Assistance In-Home)**
- Active Cases: 67
- State Average Caseload: 25-30

**CAP (Community Alternatives Program)**
- Current Enrollment: 122
- Waiting list for CAP: 37

## July APS Data

| Category | Number | Notes |
|---|---|---|
| Total APS Reports Received | 38 | |
| APS Reports Screened In | 17 | Reports meeting criteria for an investigation |
| Substantiated Cases | 3 | |
| Confirmed Cases | 4 | Includes substantiations and other confirmations |
| Cases Opened for Services | 4 | Ongoing support and case management |
| Outreach Cases Assigned | 8 | Proactive engagement with at-risk adults |
| Service Referrals | 17 | Referrals for supportive community services |
| Guardianship Referrals | 6 | Referrals for potential legal guardianship |

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# What is CAP/DA

- Community Alternatives Program for Disabled Adults (CAP/DA) is a North Carolina Medicaid Home- and Community-Based Services (HCBS) waiver that helps eligible adults with significant disabilities remain safely in their homes and communities rather than entering or remaining in a nursing facility.
- CAP/DA uses Medicaid dollars to bring services into the home, helping people who would otherwise be at risk of institutionalization remain safely in their community."



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# What is CAP/DA

**CAP/DA provides:**

- 🏠 **In-home supports** to help individuals remain at home
- 🤝 **Care coordination/case management** based on the individual's needs
- 🚴 **Personal care and in-home aide services**
- 🍽️ **Meal preparation and delivery**
- 🛟 **Respite services** to support caregivers
- 🔧 **Home modifications, equipment and assistive technology**
- 🚨 **Personal Emergency Response Services**
- 🔄 **Community transition services** for individuals moving from institutional settings back into the community

**Who is CAP/DA for?**
**Generally, CAP/DA serves adults age 18 and older who:**

- Have a disability or significant functional needs
- Meet nursing-facility level of care
- Are at risk of institutionalization
- Qualify for the applicable Medicaid requirements
- Need at least one CAP/DA service to safely remain in or return to the community

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# CAP vs SAIH

## CAP vs. SA/IH

*Two Programs. One Goal: Helping People Remain Safely at Home.*

| Feature | CAP/DA | SA/IH |
|---|---|---|
| Purpose | Medicaid Home- and Community-Based Services (HCBS) waiver that provides services and supports to help eligible adults remain in or return to the community rather than entering or remaining in a nursing facility. | State-funded cash supplement and case management program that helps eligible adults remain safely at home by providing monthly payments and supportive services. |
| Funding Source | Medicaid (Federal and State) | State of North Carolina |
| Who It Serves | • Adults age 18 and older<br>• Have a disability or significant functional needs<br>• Meet nursing-facility level of care<br>• At risk of institutionalization<br>• Meet applicable Medicaid requirements<br>• Need at least one CAP/DA service to remain in or return to the community | • Adults age 18 and older<br>• Meet financial eligibility (income & resources)<br>• Meet nursing-facility level of care<br>• Live in their own home, with family, or in certain community settings<br>• Do not require the level of services available through CAP/DA |
| What It Provides | A range of in-home and community services based on individual need, including:<br>• Personal care, in-home aide, and nursing services<br>• Respite, meal preparation/delivery<br>• Home modifications, equipment, and technology<br>• Care coordination/case management<br>• Community transition services<br>• Personal Emergency Response Services (PERS) | Monthly cash supplement to help offset the cost of care, plus case management to connect individuals to needed services and resources in the community. |
| How Funds Are Used | Pays for specific waiver services and supports identified in the person's plan of care. | Provides a monthly cash payment to the individual to help pay for care-related expenses of their choice (e.g., personal care, utilities, food, transportation). |
| Primary Goal | Provide services and supports that prevent institutionalization or help individuals transition from a facility back to the community. | Provide financial support and case management to help individuals with disabilities remain safely in their homes and communities. |
| Role of DSS | Complete screening, determine eligibility, develop plan of care, arrange services, and provide ongoing case management. | Complete screening, determine eligibility, approve monthly payment, and provide ongoing case management. |

★ Both programs support independence, dignity, and quality of life by keeping people in the communities they call home.

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# Changes in CAP Referral Process

## CAP/DA Referral Process: What Has Changed?

| PREVIOUSLY<br>Locally driven referral process | TODAY<br>State-managed referral process |
|---|---|
| **Burke DSS had greater involvement** in identifying potential CAP participants and initiating referrals. | **NCLIFTSS/Acentra Health** now serves as the centralized entry point for CAP/DA referrals. |
| **Local CAP agencies had a greater role** in the initial assessment and waiver-entry process. | **Initial assessment, eligibility review and waiver-entry functions are** centralized through the state's assessment process. |
| **Counties had greater control** over maintaining their CAP participant pipeline. | **Burke DSS has less direct control** over the flow of new participants into our program. |
| **Local slot management** was more prominent. | **CAP slots are managed through** regional/statewide processes. |

**IMPACT ON BURKE DSS**

Centralized referrals → Less control over new participants → Unfilled CAP/DA slots → Fewer billable participants → Declining CAP revenue

**KEY MESSAGE**

Burke DSS continues to provide CAP/DA case management, but changes in the statewide referral and assessment process have reduced our ability to directly identify and bring new participants into the program. When vacancies are not filled, CAP revenue decreases.

*The statewide referral/assessment structure was implemented beginning in 2023, with NCLIFTSS/Acentra Health assuming responsibility for processing CAP/DA referrals and initial assessments.*

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# CPS Reports




- Reporting on the rise with school upcoming
- August reports eclipsed previous three months

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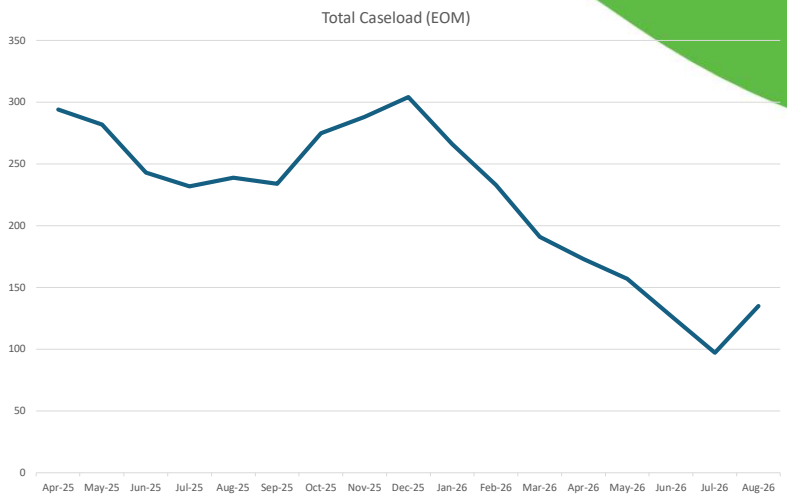
# CPS CASELOADS




- Caseload currently at 135 as of 8/24/2026

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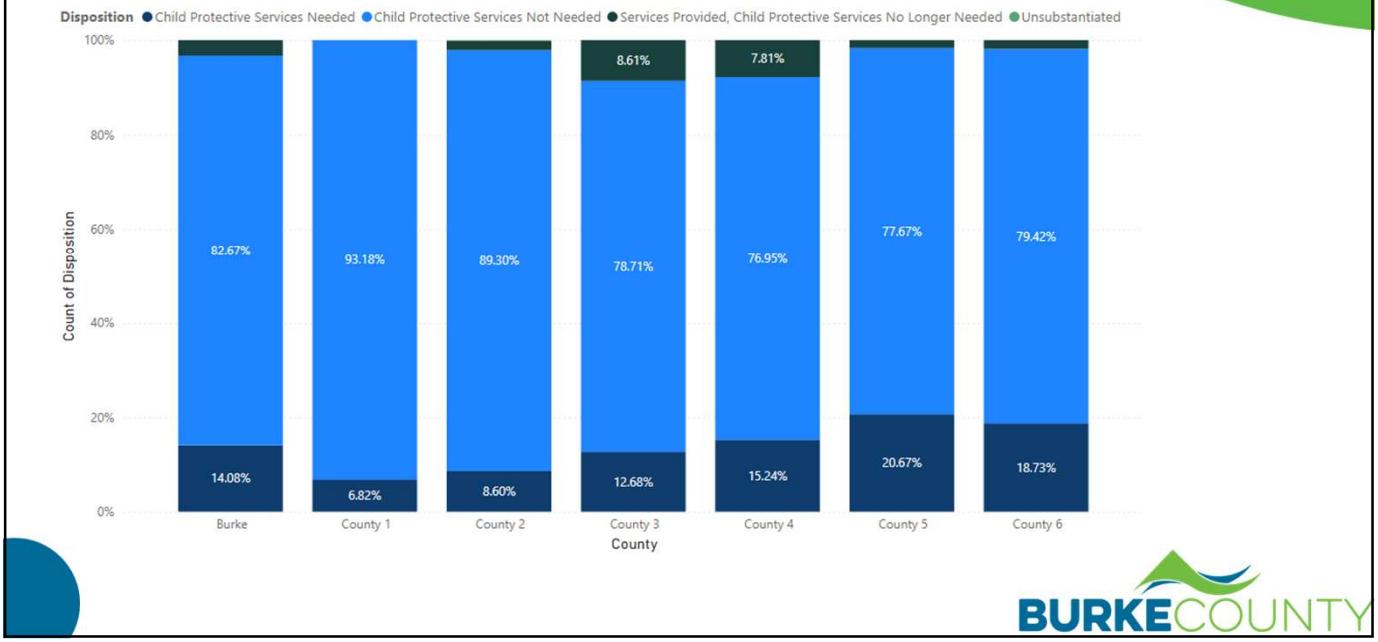
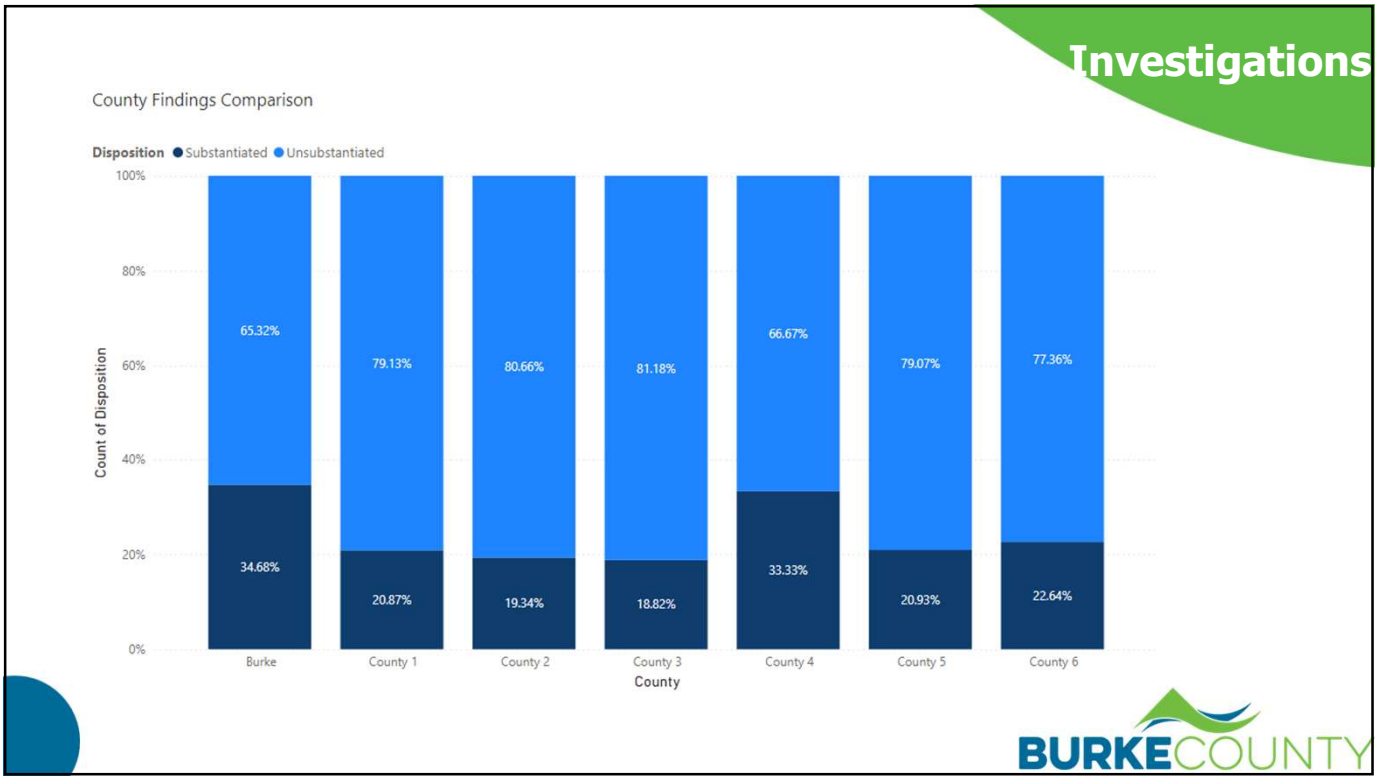
## Assessment




15

## Investigations




16

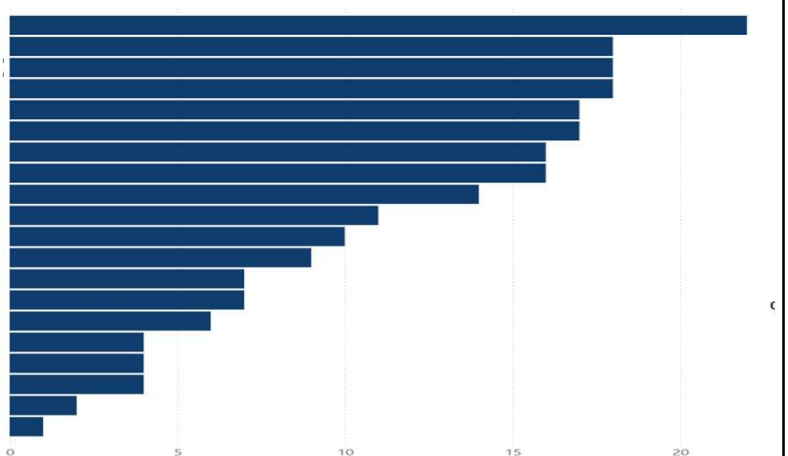
# FOSTER CARE UPDATE

**Foster Care Snapshot – Burke County**

- Total children in foster care: 214
- New entries into care this period: 11
- Exits from care this period: 12

- Highest Caseload of 23
- Average of 15

- FC Increase tied to high rate of positive findings

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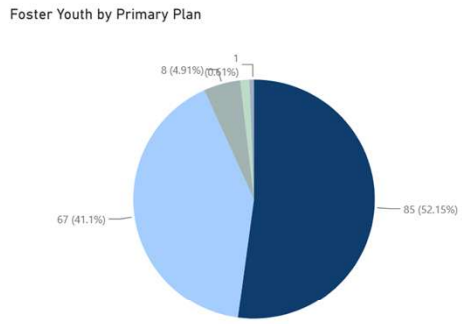
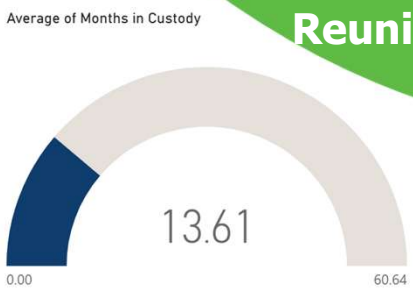
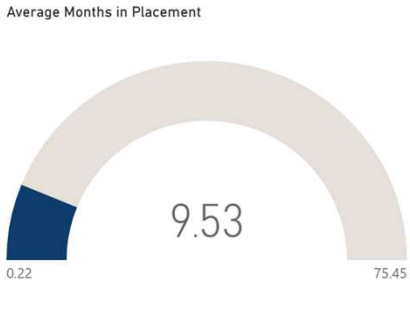
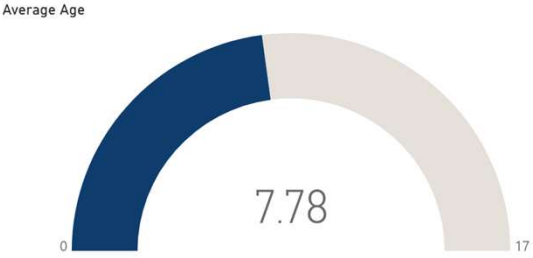
## Reunification

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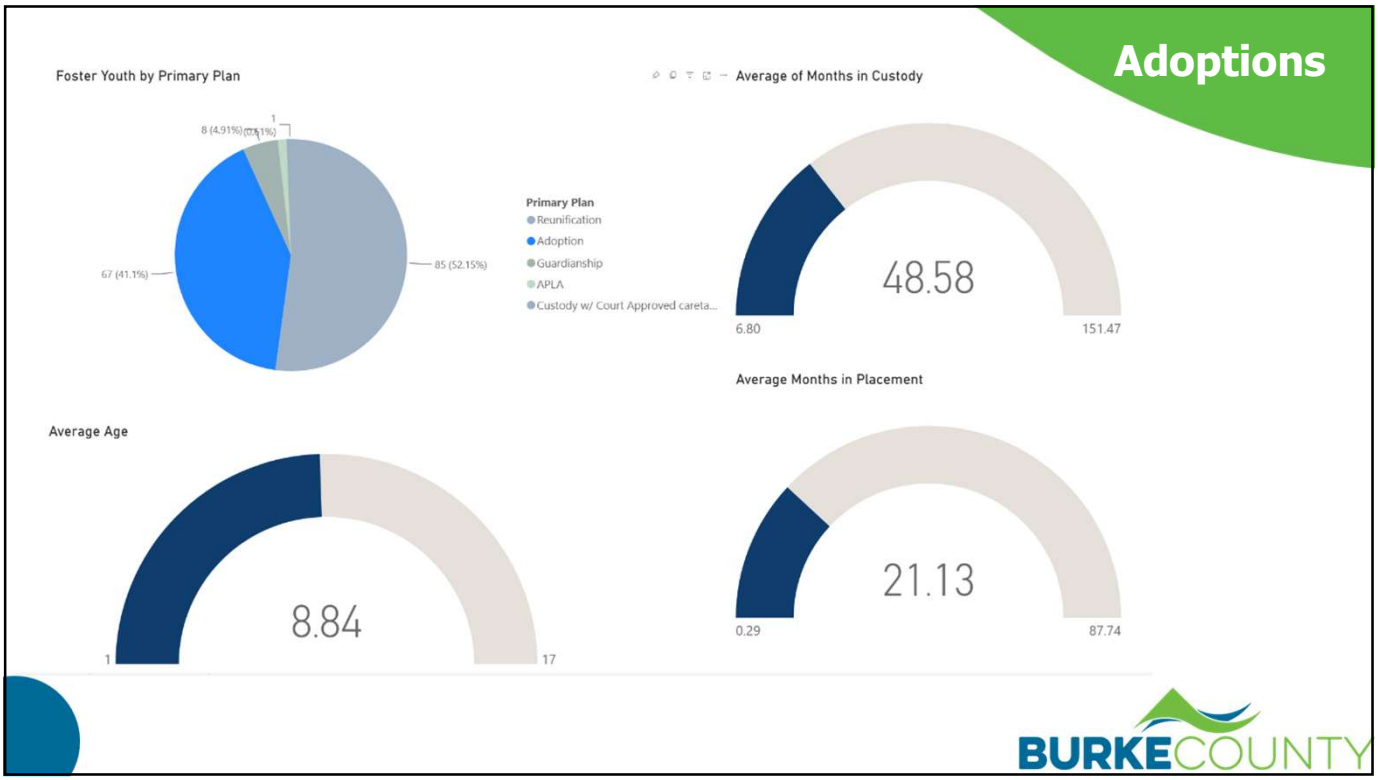
Adoptions
Foster Youth by Primary Plan
1
8 (4.91%)
67 (41.1%)
85 (52.15%)
Primary Plan
Reunification
Adoption
Guardianship
APLA
Custody w/ Court Approved careta...
Average of Months in Custody
48.58
6.80
151.47
Average Age
8.84
1
17
Average Months in Placement
21.13
0.29
87.74
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THANK YOU
Questions?

20

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**ACTION ITEMS**

**Subject Title:** **HD - Health Department Quarterly Report for the period ending June 30, 2026.**

**Presented by:** **Ashley Jarrett, Interim Health Director**

**Summary of Information:** The local Health Department Director will present a quarterly operational report at the pre-agenda meeting. The Health Department addresses a wide range of essential public health needs, such as communicable diseases, COVID-19, Environmental Health, family planning, WIC (Women, Infants & Children), and many others.

**Strategic Plan Focus Area Alignment:**
**No. 3- Public Safety & Well Being**
To ensure the safety of our residents through efficient and effective public safety agencies.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To accept the Fourth Quarter (April 2026-June 2026) Health Department report as presented.**

# Quarterly Report

*Burke County Public Health*
*FY 2025-2026 Quarter 4*

BURKE COUNTY
PUBLIC HEALTH

1

## The quarter closed with strong performance across core programs

Four measures summarize the operational picture.

**98.98%**
**WIC participation**
Above the 97% assigned-caseload requirement.

**100%**
**Food inspections**
Required inspection completion as of June 30; up from 86% in April.

**4.7 / 5**
**Patient experience**
Overall average across 23 usable May–July surveys.

**13 / 13**
**Emergency plans**
All required plans submitted to the state.

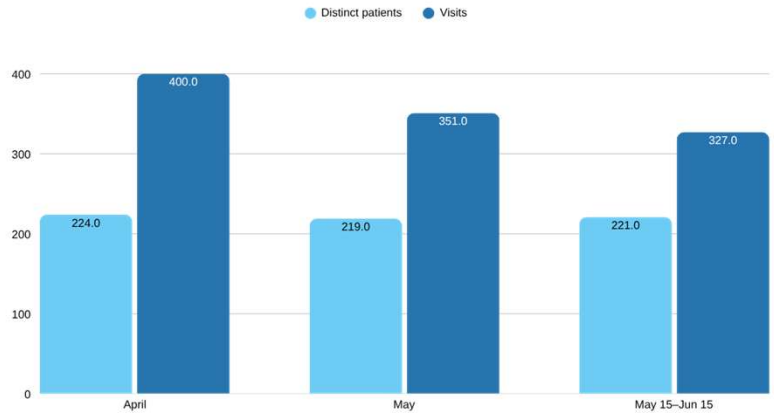
**Bottom line: services remained accessible while compliance, preparedness, and patient experience stayed strong.**

2

2

## Clinical demand remained steady across three reporting snapshots

Reporting windows overlap; values are shown separately and are not summed.




**219–224**

**Distinct patients**

Stable range across the three snapshots.

**1.5–1.8**

**Visits per patient**

Calculated within each reporting snapshot.

**Interpretation**

Volume was consistent; the visit mix shifted modestly across the quarter.

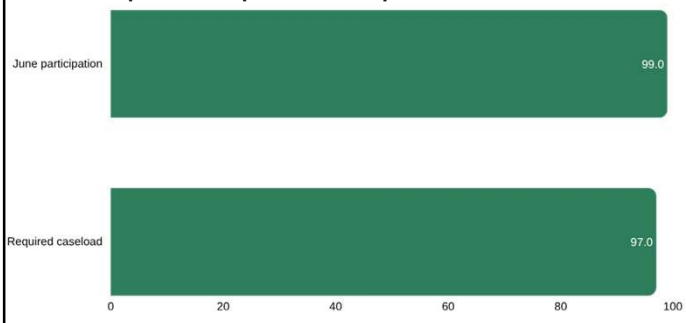
3

3

## WIC remained above target while enrollment demand stayed high

Participation, breastfeeding, appointment, and application measures.

**Participation compared with requirement**




**20.84%**

**Exclusive breastfeeding**

Reported above the state average.

**565**

**May appointments**

Participant appointments completed.

**33%**

**Applications**

Share of May appointments representing WIC applications.

**+68.75%**

**Application growth**

November 2025 to March 2026.

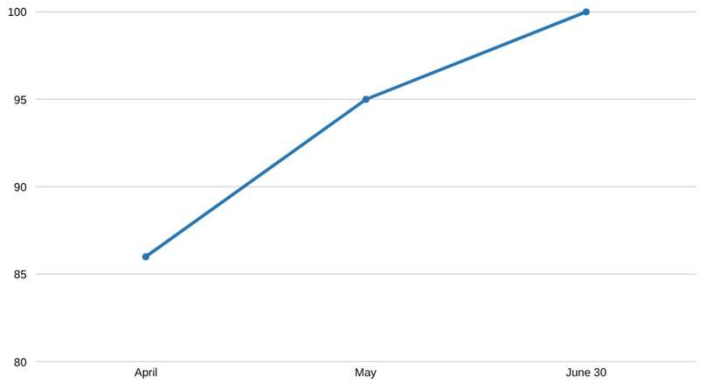
March also reached 684 kept appointments—the highest monthly total since the prior federal shutdown.

4

4

## Food inspection completion advanced from 86% to 100%

Final monthly newsletter figures shown; interim department-head snapshots were 92% and 99%.




**4–5 weeks**

**Permit turnaround**

Average application-to-permit timeframe for On-Site Water Protection.

**64**

**April applications**

Septic, well, repair, and water-sample applications.

**45**

**May applications**

New On-Site Wastewater applications.

**Operational improvement**

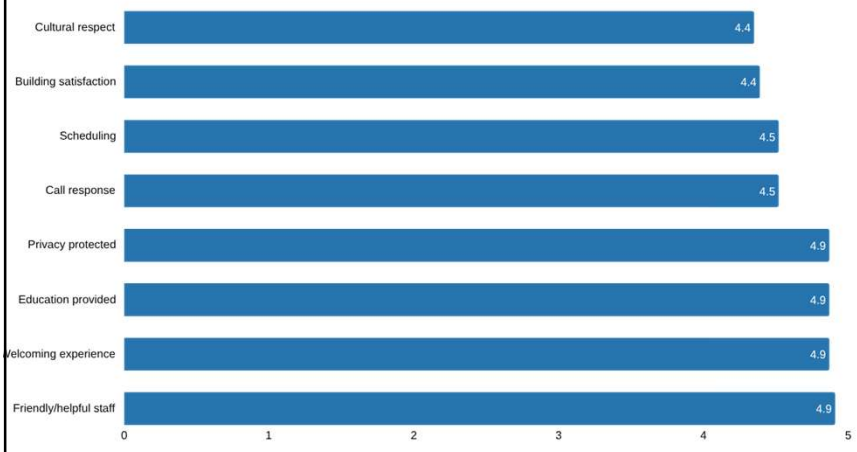
Staff trained on Ground Penetrating Radar and began field use to improve site assessment accuracy and efficiency.

5

5

## Patient service ratings were high across all measures

May–July 2026 patient satisfaction survey • 23 usable responses




**4.7 / 5**

**Overall average**

Across ten rated service dimensions.

**94%**

**Positive ratings**

Share of all service ratings scored 4 or 5.

**100% answered “Yes”**

Questions answered • Building clean and tidy • Office hours convenient

6

6

# Survey responses also identified food-access needs

Optional social-needs questions; results should be interpreted cautiously due to small sample size.

**15%**

**No regular access to healthy food**

3 of 20 respondents answering the question.

**20%**

**Ran out of food**

4 of 20 respondents reported running out of food in the past month.

**18 of 19**

**Transportation available**

One respondent preferred not to answer.

**Implication**

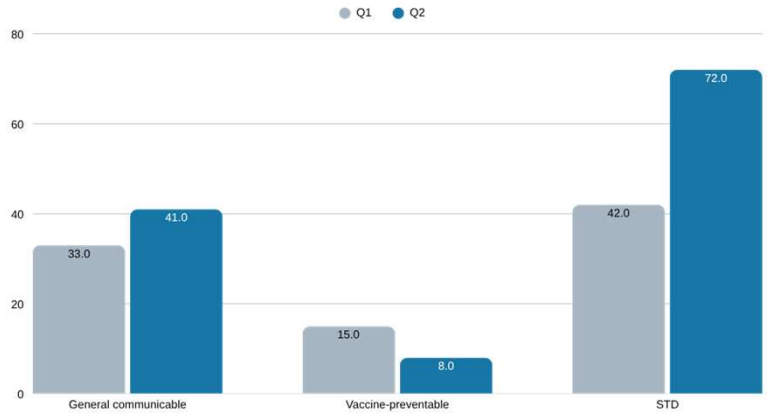
Continue screening and referral pathways while collecting a larger, more representative survey sample.

7

7

# Investigation volume increased while timeliness remained high

Second-quarter communicable-disease investigation performance.




**121**

**Q2 investigations**

Up from 90 investigations in Q1.

**+34%**

**Quarter-over-quarter volume**

STD investigations increased from 42 to 72.

**Q2 timeliness**

100% General communicable • 100% Vaccine-preventable • 97% STD

8

8

## Health Education connected community engagement with planning

Selected April–June education, outreach, and accountability activities.

**13+**

**Named touchpoints**

Community events, education sessions, presentations, and public-facing activities.

**4**

**State-facing milestones**

CHA approval, CHIP submission, PHAB acceptance, and Local Review Team report submission.

**1**

**Data partnership**

NCSSM collaboration examining Burke County cause-of-death trends.

**1**

**Suicide education event**

Community Education Night conducted with Burke County Public Schools.

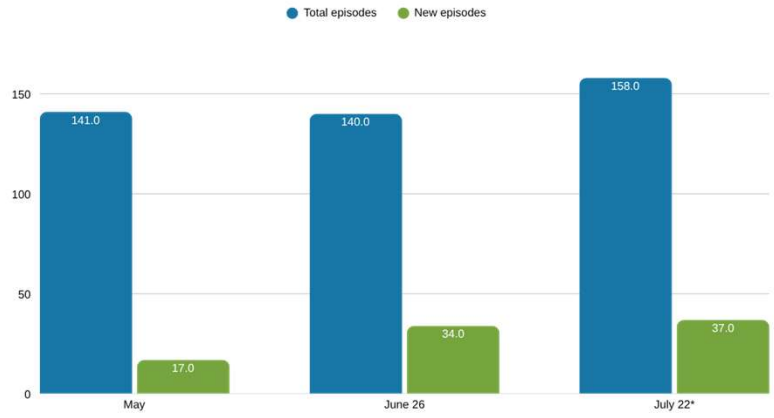
**The quarter paired direct community engagement with formal planning and data-development work.**

9

9

## CMARC and CMHRP face a major transition after 2026

Local workload remains substantial as the future contracting model changes.




**158**

**Active episodes**

69 CMHRP and 89 CMARC as of July 22.

**37**

**New July episodes**

Partial-month total through July 22.

**January 1, 2027**

Current mandate and shared technology support end; at least one PHP has indicated intent to move services in-house.

10

10

# Two policy changes require county-level preparation

Operational implications for access, revenue, staffing, and continuity of care.

## Dec. 31

**CMARC/CMHRP support**

Current LHD payment and shared technology support end after 2026; the future local role remains uncertain.

## Oct. 1

**Medicaid coverage change**

Certain non-citizens lose Medicaid eligibility beginning October 1, 2026.

## Jan. 1

**New eligibility rules**

Many expansion adults face work/community-engagement requirements and six-month renewals beginning in 2027.

**County preparation**

Quantify revenue and positions at risk • Protect active-case handoffs • Coordinate messaging with DSS • Prepare language-access and uninsured-care strategies

11

11

# Quarterly milestones strengthened accountability

Selected milestones completed during April–June 2026.

### 13 plans

Emergency plans submitted to the state

### CHA approved

2025 Community Health Assessment approved

### CHIP submitted

2026 Community Health Improvement Plan submitted

### PHAB accepted

Annual accreditation report accepted

### State award

Preparedness community engagement recognition

### Data partnership

NCSSM cause-of-death trend analysis launched

12

12










# Thank you.

BURKECOUNTY
PUBLIC HEALTH





13

BURKE COUNTY
PUBLIC HEALTH

September 3, 2026

Burke County Commissioners and Board of Health
200 Avery Avenue
Morganton, NC 28655

Dear Members of the Board of Health and Board of County Commissioners:

Burke County Public Health has completed its first-quarter financial review. Overall, the department has expended or encumbered approximately 14% of its $5.82 million revised operating budget. Most program areas remain within anticipated spending levels; however, we are closely monitoring expenses within the Maternity Clinic.

In FY 2025–2026, the Maternity Clinic expended its full allocated budget and required an additional transfer of $37,500 to cover costs above the original appropriation. In the current fiscal year, approximately 31% of the Maternity Program budget has already been expended or encumbered. If current projections remain consistent, the department has sufficient funding within its overall budget to reallocate funds to Maternity and maintain uninterrupted services.

However, we want the Board to be aware that the clinic's baseline funding need has increased. This growth is associated with variability in ultrasound interpretation costs, laboratory testing and medical supplies, and language interpretation requirements. Staff will continue monitoring these expenses, reviewing purchasing practices, and identifying opportunities to manage costs. Future budget requests may need to reflect the program's higher recurring operating expenses more accurately.

We are also evaluating the long-term sustainability of our Child Health Program. The program serves a relatively small number of patients while requiring specialized provider availability and clinical oversight. To ensure that children and families continue to have access to appropriate, high-quality services, the department plans to transition the program to a qualified local healthcare agency that meets applicable program requirements and has both the capacity and desire to fill this need. Public Health will work closely with the agency to establish referral pathways, communicate with affected families, and minimize any disruption in care.

These actions reflect the department's commitment to transparent financial stewardship, responsible use of county resources, and continued access to essential healthcare services. We will keep the Board informed of any material budgetary concerns and the progress of the Child Health Program transition.

Sincerely,

Ashley Jarrett

Ashley Jarrett, DNP, RN, CPH
Interim Public Health Director

| Burke County Public Health JOURNAL DETAIL 2027 1 TO 2027 12 | | | | | | |
|---|---|---|---|---|---|---|
| ORIGINAL APPROP | | REVISED BUDGET | YTD EXPENDED | ENCUMB RANCES | AVAILABLE BUDGET | % USED |
| 50000 | ADMINISTRATION | 1,466,812.00 | 114,251.90 | 3,420.00 | 1,329,140.10 | 8.13% |
| 50005 | BREASTFEEDING PEER COUNSELING | 8,296.00 | 938.23 | 0 | 7,357.77 | 11.31% |
| 50006 | CMHRP | 299,672.00 | 26,101.37 | 0 | 273,570.63 | 8.71% |
| 50010 | MATERNAL HEALTH | 554,323.00 | 83,491.83 | 89,070.48 | 381,760.69 | 31.13% |
| 50011 | FAMILY PLANNING | 321,415.00 | 34,517.74 | 5,496.90 | 272,400.36 | 12.81% |
| 50012 | CHILD HEALTH | 57,345.00 | 6,550.52 | 0 | 50,764.48 | 11.42% |
| 50013 | CMARC | 346,873.00 | 27,783.91 | 0 | 319,089.09 | 8.01% |
| 50014 | WIC | 670,861.00 | 69,575.39 | 0 | 601,285.61 | 10.37% |
| 50015 | IAP IMMUNIZATIONS | 216,215.00 | 22,022.85 | 7,150.39 | 187,041.76 | 13.49% |
| 50016 | PRIMARY CARE CLINIC | 156,168.00 | 20,979.16 | 77,291.00 | 57,897.84 | 62.93% |
| 50032 | COMMUNICABLE DISEASE | 121,289.00 | 11,935.22 | 0 | 109,353.78 | 9.84% |
| 50033 | AIDS CONTROL | 132,168.00 | 15,692.11 | 0.00 | 116,475.89 | 11.87% |
| 50034 | TUBERCULOSIS PROGRAM | 68,258.00 | 7,428.02 | 0 | 60,829.98 | 10.88% |
| 50036 | HEALTH PROMOTION | 170,681.00 | 20,822.78 | 0 | 149,858.22 | 12.20% |
| 50041 | PUBLIC HEALTH PREPAREDNESS | 95,310.00 | 11,366.82 | 0 | 83,943.18 | 13.39% |
| 50060 | ENVIRONMENTAL HEALTH | 940,205.00 | 125,928.02 | 0 | 814,276.98 | 13.39% |
| | Grant Total | 5,821,593.31 | 605,301.87 | 209,382.02 | 5,006,909.42 | 13.99% |
| | | REVISED BUDGET | YTD EXPENDED | ENCUMB RANCES | AVAILABLE BUDGET | |
| 569117 | WORKFORCE DEVELOPMENT | 143,508.36 | 5,916 | 0 | 137,592.36 | Expires Fall 2027 |
| 569122 | HURRICANE HELENE ESSENTAIL FUNCTIONS | 593,294.00 | 0 | 26953.25 | 566,340.75 | Expires 2030 |

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**ACTION ITEMS**

**Subject Title: BOC- Appointment of Interim Finance Director**

**Presented by: Jeffrey C. Brittain, Chairman**

**Summary of Information:** Margaret Pierce, Chief Finance Officer, has submitted her resignation. In order to ensure the continuity of the finance department's operations, it is necessary for the Board of Commissioners to appoint an Interim Finance Director. The proposed designation authorizes the Interim Finance Director to perform preaudit functions and to sign checks or drafts on an official depository, in accordance with statute.

**Strategic Plan Focus Area Alignment:**
**No. 4- Fiscal Stewardship**
Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To appoint Chandler Bumgarner as Interim Finance Director, adopt Res. No. 2026-19. Administer oath.**

**BURKE COUNTY**
**NORTH CAROLINA**

## A RESOLUTION BY THE COUNTY OF BURKE TO APPOINT AN INTERIM FINANCE DIRECTOR

**WHEREAS**, North Carolina General Statute ("NCGS") § 159-24 of the Local Government Budget and Fiscal Control Act requires each local government to have a Finance Officer at all times who is legally responsible for establishing the accounting system, controlling expenditures, managing cash assets, and preparing financial reports and provides that the Finance Officer may hold the title of Finance Director or another reasonably descriptive title; and

**WHEREAS**, the position of Finance Director for Burke County is currently vacant, and it is necessary to ensure continuity in the financial administration and fiscal operations of the County; and

**WHEREAS**, Chandler Bumgarner currently serves as Accounting Manager for Burke County and was previously designated and appointed as Deputy Finance Officer by the Burke County Board of Commissioners on April 20, 2026; and

**WHEREAS**, pursuant to NCGS § 153A-82, the County Manager has recommended the appointment of Chandler Bumgarner to serve as Interim Finance Director for Burke County;

**NOW, THEREFORE, BE IT RESOLVED** by the Burke County Board of Commissioners that the Board hereby approves the appointment of Chandler Bumgarner as Interim Finance Director for Burke County, effective September 8 2026, to serve until a permanent Finance Director and Finance Officer is appointed or otherwise relieved of such duties.

**BE IT FURTHER RESOLVED** that Chandler Bumgarner shall exercise the powers and perform the duties of Finance Officer prescribed by Chapter 159 of the North Carolina General Statutes and other applicable laws, regulations, and County policies.

**BE IT FURTHER RESOLVED** that the required faithful performance bond shall be maintained in accordance with NCGS § 159-29.

Adopted this 8th day of September 2026.

_____
Jeffrey C. Brittain, Chairman
Burke County Board of Commissioners

Attest:

_____
Morgan Buchanan
Clerk to the Board of Commissioners

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**ACTION ITEMS**

**Subject Title: BOC - Designation of Deputy Finance Officer**

**Presented by: Jeffrey C. Brittain, Chairman**

**Summary of Information:** North Carolina General Statutes § 159-24, 159-25, and 159-28 authorize the Board of Commissioners to designate one or more Deputy Finance Officers to perform certain financial duties, including preaudit certification and the execution of checks or drafts on an official depository. To support ongoing financial operations, it is recommended that the Board designate Ethan Bumgarner as a Deputy Finance Officer. The proposed designation authorizes Mr. Bumgarner to perform preaudit functions and to sign checks or drafts on an official depository, in accordance with statute, in the absence or unavailability of the Finance Officer.

**Strategic Plan Focus Area Alignment:**

**No. 4- Fiscal Stewardship**

Pursuit of the high-performing organization model that ensures high quality, transparent and efficient use of public resources.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To adopt Res. No. 2026-20 designating Ethan Bumgarner as Burke County Deputy Finance Officer.**

**BURKE COUNTY**
**NORTH CAROLINA**

## A RESOLUTION BY THE COUNTY OF BURKE TO DESIGNATE A DEPUTY FINANCE OFFICER

**WHEREAS,** the Burke County Board of Commissioners, pursuant to North Carolina General Statute ("NCGS") § 159-24 of the Local Government Budget and Fiscal Control Act, has approved the appointment of a Finance Officer to serve the County with the powers and duties prescribed by law; and

**WHEREAS,** NCGS § 159-25(b) provides that checks or drafts on an official depository shall be signed by the Finance Officer or a properly designated Deputy Finance Officer and countersigned by another official designated for that purpose by the governing board; and

**WHEREAS**, NCGS § 159-28 authorizes the Finance Officer or a Deputy Finance Officer approved by the governing board to perform the preaudit certification required by the Local Government Budget and Fiscal Control Act; and

**WHEREAS,** the County believes that it is beneficial to the daily operations of the County to designate a Deputy Finance Officer to act in the absence or unavailability of the Finance Director;

**NOW, THEREFORE, BE IT RESOLVED** by the Burke County Board of Commissioners that Ethan Bumgarner is hereby designated and appointed as Deputy Finance Officer for Burke County, with authority to perform the preaudit of obligations and to sign checks or drafts on an official depository in accordance with NCGS §§ 159-25 and 159-28, in the absence or unavailability of the Finance Officer, effective September 8th, 2026.

Adopted this 8th day of September 2026.

_____
Jeffrey C. Brittain, Chairman
Burke County Board of Commissioners

Attest:

_____
Morgan Buchanan
Clerk to the Board of Commissioners

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**ACTION ITEMS**

**Subject Title: CM — Designation of Planning Director as Zoning Administrator**

**Presented by: Brian Epley, County Manager**

**Summary of Information:** The Burke County Zoning Ordinance provides for the designation of a Zoning Administrator to administer and enforce the provisions of the ordinance, including the review and issuance of zoning permits, site plan review, enforcement activities, and other duties authorized by the ordinance. The proposed resolution formally designates the Burke County Planning Director to also serve as Zoning Administrator, with the duties, powers, and responsibilities assigned to that role under the Burke County Zoning Ordinance. The designation will be retroactive to the effective date of Bradley Kirkley's appointment as Planning Director.

**Strategic Plan Focus Area Alignment:**
**No. 1- Community Advancement**
To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To adopt Res. No. 2026-21 as presented designating Burke County Planning Director Bradley Kirkley to act as Zoning Administrator.**

**BURKE COUNTY**
**NORTH CAROLINA**

**RESOLUTION DESIGNATING THE PLANNING DIRECTOR AS THE ZONING ADMINISTRATOR AS PROVIDED BY THE BURKE COUNTY ZONING ORDINANCE**

**WHEREAS**, The Burke County Zoning Ordinance designates that the Zoning Administrator is to be a planning department staff member responsible for the review and issuance of zoning permits;

**WHEREAS**, The Burke County Zoning Ordinance, Section 8.3, states that the Zoning Administrator is authorized and empowered on behalf of the Board of Commissioners to administer and enforce the provisions of the Burke County Zoning Ordinances, including:

1. Receiving applications,
2. Inspecting premises,
3. Issuing zoning and compliance permits,
4. And reviewing and taking appropriate action on site plans, in conformance with the provisions of this ordinance.; and

**WHEREAS**, The Burke County Zoning Ordinance, Section 8.3, states that the Zoning Administrator shall have authority on behalf on the Board of Commissioners to administer and enforce the Burke County Zoning Ordinance including:

1. Ordering in writing the remedy of any violation of this ordinance with the approval of the Planning Director,
2. Commencement of legal action, including injunction, abatement, or the appropriate action to ensure compliance with this ordinance.

**WHEREAS**, the Burke County Zoning Ordinance, Section 8.3, further states that the Zoning Administrator has the authority to take final action on minor variances not to exceed twenty percent (20%) of the total setback requirement, lot size, or accessory building size. The Zoning Administrator does not have the authority to take final action on applications that require final action by the Board of Commissioners, the Planning Board, or the Board of Adjustment;

**WHEREAS**, the Board of Commissioners has determined it appropriate that the Planning Director also hold the title and role of Zoning Administrator, with all powers and duties stated in the Burke County Zoning Ordinance; and

**THEREFORE**, the Board of Commissioners of Burke County resolves that:

DRAFT

1. The Burke County Planning Director is hereby also designated as the Zoning Administrator.

2. The Burke County Planning Director hereby has the same duties, powers, and obligations delegated to the Zoning Administrator by the Burke County Zoning Ordinance.

3. The designation provided hereby, including all duties, powers, and obligations, is retroactive to [Date of Bradley's Start as Planning Director].

Adopted the _____ day of September, 2026.

_____
Jeffrey C. Brittain, Chairman
Burke County Board of Commissioners

ATTEST:

_____
Morgan Buchanan
Clerk to the Board of Commissioners

DRAFT

**Burke County, North Carolina**

**Agenda Abstract**
**Meeting Date: September 8, 2026**

**ACTION ITEMS**

**Subject Title: CM- Fall 2026 Citizens Academy Applicants**

**Presented by: Brian Epley, County Manager**

**Summary of Information:** The Board is asked to select 20 participants for the fall 2026 Citizens Academy. This free, seven-week program will educate residents about county government through themed weekly sessions held from September 10–October 22. Sessions will take place on Thursday from 5:30 p.m. - 7:30 p.m. at rotating locations throughout the county.

Additional applications received at the time of agenda distribution are as follows:
Ryan Morgan (8/6)
Karen Reeverts (8/7)
Trina Farris (8/10)
Samantha Risley (8/11)
Yanira Paulette (8/11)
Alexandria Franklin (8/11)
Zachary Sauls (8/12)
Rita Bonner (8/14)
Roy Cooke (8/15)
Caleb Gardner (8/19)
Carol Brown (8/21)
Guido Sampaolo (8/21)
David Gazjuk (8/21)
Virginia "Jennie" Cook (8/23)
Alexandria Thompson (8/31)

Previously approved applications from August 6, 2026:
Steve Buchanan (7/23)
Patrick Healy (7/26)
Kelly Johnson Michaels (7/29)
Mary Hendrix (7/29)
Donna Strater (7/30)
Felicia Lingerfelt (7/31)

**Strategic Plan Focus Area Alignment:**

**No. 1- Community Advancement**

To invest in cultural capital and advancement strategies that promote participative governance that elevates a community to live, work and play-while also positioning Burke County as a community of choice.

**Budgetary Effect:** N.A.

**County Manager's Recommendation:** Approval is recommended.

**Legal Review:** N.A.

**Suggested Motion: To approve the selection of Ryan Morgan, Karen Reeverts, Trina Farris, Samantha Risley, Yanira Paulette, Alexandria Franklin, Zachary Sauls, Rita Bonner, Roy Cooke, Caleb Gardner, Carol Brown, Guido Sampaolo, David Gazjuk, Virginia "Jennie" Cook, and Alexandria Thompson as part of the Fall 2026 class for Burke County Citizens Academy. Further, to grant a residency waiver if needed.**

Outlook

## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Tue 8/11/2026 11:16 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| (Section Break) | |
| Name | Alexandria Nora Franklin |
| Address | 118 Clearwater Drive |
| City | Morganton |
| State | North Carolina |
| Zip Code | 28655 |
| Phone Number | 828-443-1336 |
| (Section Break) | |
| Occupation | *Field not completed.* |
| Dietary Restrictions | Non Dairy |
| T-Shirt Size | Extra Large |
| What would you like to gain from attending Citizen's Academy? | I would like to learn the inner workings of local government in order to be understand decisions that are made and to assess if it might be a career path to consider. |

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Outlook

## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Mon 8/31/2026 8:33 AM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| (Section Break) | |
| Name | Alexandria Thompson |
| Address | 102 Cline Street |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Phone Number | 828-719-7884 |
| (Section Break) | |
| Occupation | Operations Director \| Phifer Family YMCA |
| Dietary Restrictions | No Pork or Fish |
| T-Shirt Size | Medium |
| What would you like to gain from attending Citizen's Academy? | I am interested in learning more about our local government, gaining a better understanding of how our community operates, and strengthening communication and connections within our community. |

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Outlook

## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Fri 8/21/2026 12:41 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| (Section Break) | |
| Name | Carol Brown |
| Address | 203 NC 126 |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Phone Number | 6232974176 |
| (Section Break) | |
| Occupation | Retired |
| Dietary Restrictions | None |
| T-Shirt Size | Large |
| What would you like to gain from attending Citizen's Academy? | Better understanding of available services |

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Outlook

## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Wed 8/19/2026 11:50 AM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| | (Section Break) |
| Name | Caleb Gardner |
| Address | 124 Clearwater drive |
| City | Morganton |
| State | North Carolina |
| Zip Code | 28655 |
| Phone Number | 8284485914 |
| | (Section Break) |
| Occupation | Economic Development - Existing Industry |
| Dietary Restrictions | N/A |
| T-Shirt Size | Extra Large |
| What would you like to gain from attending Citizen's Academy? | In my role with Burke Development, I regularly work with county staff and local industries, so understanding county government is an important part of my job. I hope to gain a better understanding of how the county's departments operate, how decisions are made, and how the different areas of county government work together. I believe this knowledge will help me become a more effective partner in my current role while also giving me a greater appreciation for the services the county provides to residents and businesses. |

Email not displaying correctly? View it in your browser.

Outlook

## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Fri 8/21/2026 1:42 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| | (Section Break) |
| Name | David Gazjuk |
| Address | 216 Collett Street |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Phone Number | 704-1390-5407 |
| | (Section Break) |
| Occupation | Handyman company owner - Trailhead Home Services |
| Dietary Restrictions | *Field not completed.* |
| T-Shirt Size | Extra Large |
| What would you like to gain from attending Citizen's Academy? | More knowledge about the city of Morganton as I moved into the area from Charlotte in February 2026. |

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Outlook

## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Fri 8/21/2026 1:00 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| (Section Break) | |
| Name | Guido Sampaolo |
| Address | 108 Church St. |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Phone Number | 7044504258 |
| (Section Break) | |
| Occupation | Retired engineering manager, currently active volunteer |
| Dietary Restrictions | None, but I don't usually eat meet of shellfish. |
| T-Shirt Size | Large |
| What would you like to gain from attending Citizen's Academy? | I thorough understanding of how the various sectors of our government work and if there are ways for me to contribute. |

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Outlook

## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Sun 8/23/2026 1:55 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| | (Section Break) |
| Name | Virginia (Jennie) M. Cook |
| Address | 101 4th A e NE |
| City | Hildebran NC |
| State | NC |
| Zip Code | 28637 |
| Phone Number | 8287810885 |
| | (Section Break) |
| Occupation | Sales |
| Dietary Restrictions | none |
| T-Shirt Size | Large |
| What would you like to gain from attending Citizen's Academy? | More information on new businesses. How much the work force is growing. Population in county and housing issues. |

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Outlook

## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Fri 8/7/2026 11:57 AM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| (Section Break) | |
| Name | Karen Reeverts |
| Address | 2017 Docastee Road |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Phone Number | 5858801096 |
| (Section Break) | |
| Occupation | Retired |
| Dietary Restrictions | None |
| T-Shirt Size | Extra Large |
| What would you like to gain from attending Citizen's Academy? | Im new to Morganton and NC. This program was recommended thinking it would be a good introduction to the area. |

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## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Fri 8/14/2026 6:56 AM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| (Section Break) | |
| Name | Rita Bonner |
| Address | 807 Hillside St SW |
| City | Valdese |
| State | NC |
| Zip Code | 28690 |
| Phone Number | 828-443-7206 |
| (Section Break) | |
| Occupation | Sales |
| Dietary Restrictions | N/A |
| T-Shirt Size | Medium |
| What would you like to gain from attending Citizen's Academy? | Learning what is involved in running different departments and how is tax money being used. |

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## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Sat 8/15/2026 6:36 AM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| | (Section Break) |
| Name | Roy cooke |
| Address | 200 3rd Ave Sw |
| City | Hildebran |
| State | NC |
| Zip Code | 28637 |
| Phone Number | 8284462615 |
| | (Section Break) |
| Occupation | Retired |
| Dietary Restrictions | None |
| T-Shirt Size | Extra Large |
| What would you like to gain from attending Citizen's Academy? | Better understanding of how the government here works.I am a new citizen and want to learn more about my new home |

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## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Thu 8/6/2026 9:01 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| | (Section Break) |
| Name | Ryan Morgan |
| Address | 189 Oakdale Drive |
| City | Morganton |
| State | NC |
| Zip Code | 28655-3526 |
| Phone Number | 8284323657 |
| | (Section Break) |
| Occupation | Insurance Agent |
| Dietary Restrictions | None |
| T-Shirt Size | Extra Large |
| What would you like to gain from attending Citizen's Academy? | Life long resident looking to learn more about our county, how it functions, and services provided. |

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## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Tue 8/11/2026 2:03 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| | (Section Break) |
| Name | Samantha Risley |
| Address | 3970 Silver Trail |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Phone Number | 8287264304 |
| | (Section Break) |
| Occupation | Customer service representative |
| Dietary Restrictions | Fish allergies |
| T-Shirt Size | Extra Large |
| What would you like to gain from attending Citizen's Academy? | A better understanding of local government agencies and how they work and build relationships within the community |

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## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Mon 8/10/2026 3:16 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| | (Section Break) |
| Name | Trina Farris |
| Address | PO Box 111 |
| City | Rutherford College |
| State | NC |
| Zip Code | 28671 |
| Phone Number | 828-430-0762 |
| | (Section Break) |
| Occupation | Administrative Specialist - City of Morganton |
| Dietary Restrictions | None |
| T-Shirt Size | Large |
| What would you like to gain from attending Citizen's Academy? | I currently work for the City of Morganton in the Parks and Recreation office and I would like to learn more about how local government operates. I signed up to attend Morganton Public Safety's Citizen's Academy this fall, but unfortunately there weren't enough participants to have the class. I had wanted to attend Burke County's class as well, so I am applying to see if you have room is this fall's session. |

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## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Tue 8/11/2026 9:12 PM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| (Section Break) | |
| Name | Yanira Paulette |
| Address | 107 Brown avenue |
| City | Morganton |
| State | NC |
| Zip Code | 28656 |
| Phone Number | 8285789794 |
| (Section Break) | |
| Occupation | Human Resources |
| Dietary Restrictions | Gluten sensitivity |
| T-Shirt Size | Extra Large |
| What would you like to gain from attending Citizen's Academy? | Knowles oh how some areas of government operates |

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Outlook

## Online Form Submittal: Burke County Citizen's Academy Application

**From** noreply@civicplus.com <noreply@civicplus.com>
**Date** Wed 8/12/2026 10:41 AM
**To** Morgan Buchanan <morgan.buchanan@burkenc.org>; emma.matthews@burkenc.org <emma.matthews@burkenc.org>

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# Burke County Citizen's Academy Application

### Burke County Citizen's Academy Application

| | |
|---|---|
| (Section Break) | |
| Name | Zachary Sauls |
| Address | 111 burkemont ave |
| City | Morganton |
| State | NC |
| Zip Code | 28655 |
| Phone Number | 7047786958 |
| (Section Break) | |
| Occupation | Cashier |
| Dietary Restrictions | N/a |
| T-Shirt Size | Medium |
| What would you like to gain from attending Citizen's Academy? | Insight into local government, seems interesting. |

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