

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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### MISSION STATEMENT

THROUGH VISIONARY LEADERSHIP AND GOOD STEWARDSHIP, WE WILL ADMINISTER STATE REQUIREMENTS, ENSURE PUBLIC SAFETY, DETERMINE COUNTY NEEDS, AND PROVIDE SERVICES THAT CONTINUALLY ENHANCE QUALITY OF LIFE

#### **CALL TO ORDER BY THE CHAIRMAN**

#### **PRESENTATION OF COLORS**

#### **INVOCATION**

Pastor Joe DeJesus, Concord First Assembly Español

#### **A. APPROVAL OR CORRECTIONS OF MINUTES**

1. Approval or Correction of Meeting Minutes

#### **B. APPROVAL OF THE AGENDA**

1. BOC - Changes to the Agenda

#### **C. RECOGNITIONS AND PRESENTATIONS**

1. Proclamation - National Donate Life Month April 2019
2. Presentation - Extension and Community Association
3. Communications and Outreach – Excellence in Communications Awards
4. Proclamation - Warren Clay Coleman

#### **D. INFORMAL PUBLIC COMMENTS**

#### **E. OLD BUSINESS**

#### **F. CONSENT AGENDA**

*(Items listed under consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.)*

1. Appointments - Adult Care Home Community Advisory Committee
2. Appointments - Agricultural Advisory Board
3. Appointments - Mental Health Advisory Board
4. Appointments - Nursing Home Community Advisory Committee
5. Appointments and Removals - Cabarrus County Senior Centers Advisory Council
6. Cabarrus County Schools - Increase Funding for 142 New Charter School Students Based on the Better of 1st or 2nd Month ADM Count
7. County Manager - Odell Sewer and Right of Way Easements
8. County Manager - Water Line Easement at West Cabarrus High School
9. Emergency Management – Fire Services Overview: Consideration for Completion of Fire Manpower Program Proposal
10. EMS - Zoll Cardiac Monitor Purchase
11. Finance - Adjust Soil and Water Prime Farmland Funding to the Capital Improvement Plan Level
12. Finance - North Carolina Education Lottery Payment Applications for School Debt Service
13. Finance - Balance of FY19 Construction Funding for West Cabarrus High School and Hickory Ridge Elementary School
14. Finance - Updates to the School Construction Fund and Construction and Renovation Fund
15. Finance – Partial Funding for the New Courthouse Architect, Pre-Construction Administration Contracts, Engineering and Other Improvements
16. Human Resources - Health Insurance Renewal FY20
17. Infrastructure and Asset Management - Courthouse Expansion Construction Manager at Risk Contract
18. Planning and Development - Advisory Board Recommendation Regarding Deferred Tax Funds
19. Planning and Development - Community Development Block Grant (CDBG) 2010 Project Ordinance and Budget Amendment
20. Tax Administration - Refund and Release Reports - February 2019

## **G. NEW BUSINESS**

1. County Manager - Offer to Purchase County Property off Bradford Road

## **H. REPORTS**

1. BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
2. BOC - Request for Applications for County Boards/Committees
3. County Manager - Monthly Building Activity Reports
4. County Manager - Monthly New Development Report
5. EDC - February 2019 Monthly Summary Report
6. Finance - Monthly Financial Update

- I. GENERAL COMMENTS BY BOARD MEMBERS**
- J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY**
- K. CLOSED SESSION**
  - 1. Closed Session - Pending Litigation
- L. ADJOURN**

### **Scheduled Meetings**

<b>April 1</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>April 15</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>
<b>May 6</b>	<b>Work Session</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>May 8</b>	<b>Cabarrus Summit</b>	<b>6:00 p.m.</b>	<b>TBD</b>
<b>May 20</b>	<b>Regular Meeting</b>	<b>6:30 p.m.</b>	<b>BOC Meeting Room</b>
<b>May 21</b>	<b>Budget Meeting</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>
<b>May 23</b>	<b>Budget Meeting</b>	<b>4:00 p.m.</b>	<b>Multipurpose Room</b>

**Mission:** Through visionary leadership and good stewardship, we will administer state requirements, ensure public safety, determine county needs, and provide services that continually enhance quality of life.

**Vision:** Our vision for Cabarrus is a county where our children learn, our citizens participate, our dreams matter, our families and neighbors thrive, and our community prospers.

### **Cabarrus County Television Broadcast Schedule Cabarrus County Board of Commissioners' Meetings**

The most recent Commissioners' meeting is broadcast at the following days and times. Agenda work sessions begin airing after the 1st Monday of the month and are broadcast for two weeks up until the regular meeting. Then the regular meeting begins airing live the 3rd Monday of each month and is broadcast up until the next agenda work session.

<b>Sunday - Saturday</b>	<b>1:00 P.M.</b>
<b>Sunday - Tuesday</b>	<b>6:30 P.M.</b>
<b>Thursday &amp; Friday</b>	<b>6:30 P.M.</b>

In accordance with ADA regulations, anyone who needs an accommodation to participate in the meeting should notify the ADA Coordinator at 704-920-2100 at least forty-eight (48) hours prior to the meeting.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Approval or Correction of Minutes

**SUBJECT:**

Approval or Correction of Meeting Minutes

**BRIEF SUMMARY:**

The following meeting minutes are provided for correction or approval:

February 4, 2019 (Work Session)

February 13, 2019 (Cabarrus Summit)

February 18, 2019 (Regular Meeting)

February 22, 2019 (Board Retreat)

**REQUESTED ACTION:**

Motion to approve the aforementioned meeting minutes as presented.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda.

**ATTACHMENTS:**

- February 4, 2019 Work Session Minutes
- February 13, 2019 Cabarrus Summit Minutes
- February 18, 2019 Regular Meeting Minutes
- February 22, 2019 Board Retreat Minutes

The Board of Commissioners for the County of Cabarrus met for an Agenda Work Session in the Multipurpose Room at the Cabarrus County Governmental Center in Concord, North Carolina at 4:00 p.m. on Monday, February 4, 2019.

Present - Chairman:	Stephen M. Morris
Vice Chairman:	Diane R. Honeycutt
Commissioners:	F. Blake Kiger
	Elizabeth F. Poole
	Lynn W. Shue

Also present were Mike Downs, County Manager; Richard M. Koch, County Attorney; Pam Dubois, Senior Deputy County Manager; Jonathan Marshall, Deputy County Manager; Kyle Bilafer, Area Manager of Operations; and Lauren Linker, Clerk to the Board.

#### **Call to Order**

Chairman Morris called the meeting to order at 4:01 p.m.

#### **Approval of Agenda**

Chairman Morris presented the following changes to the agenda:

Additions:

Closed Session

6-1 Closed Session - Pending Litigation and Economic Development

**UPON MOTION** of Commissioner Kiger, seconded by Vice Chairman Honeycutt and unanimously carried, the Board approved the agenda as amended.

#### **Discussion Items - No Action**

##### **Infrastructure and Asset Management - Parking Deck Update**

Kyle Bilafer, Area Manager of Operations, provided an update on the parking deck. He reported the projections are to open on March 1, 2019 despite the additional bad weather days the area has encountered. Mr. Bilafer advised, again, due to the weather conditions, it is anticipated the landscaping will not be completed on opening day.

A brief discussion ensued.

##### **Sheriff's Office - Government Services Division**

Sheriff Van Shaw presented a PowerPoint presentation regarding the restructuring of the Sheriff's Office. In that regard, Sheriff Shaw proposed the creation of a new division titled the Government Security Division. The presentation included the following topics:

- Purpose of Government Security Division
- Current Government Security Coverage Provided
- Future Government Security Needs
- Staffing Needs for the Division
- Benefits of Expansion of New Division

A discussion ensued. During discussion, Sheriff Shaw, Kyle Bilafer, Area Manager of Operations, and Mike Downs, County Manager, responded to questions from the Board.

#### **Discussion Items for Action**

##### **Infrastructure and Asset Management - Design Contract and Proposed Project Schedule**

Kyle Bilafer, Area Manager of Operations, reviewed historical details regarding the Cabarrus County Courthouse Project. He reported there would most likely be monthly updates presented to the Board as the project moves forward in order to keep the project on schedule. He then presented an overview of the contract process.

Tom Potts, Principal, Silling Architects; Judge Martin McGee, Superior Court Judge and Jody Driggs, Project Manager, Silling Architects, presented an overview of a PowerPoint presentation titled Cabarrus County Courthouse Project Review. Items presented included the following information:

- Programming Progress

- Selected Test Fit Urban Response Massing Study
- Test Fit Scope
- Preliminary Schedule
- Project Rough Order of Magnitude Pricing
- Owner Architect Agreement
- Project Progress - Programming Milestones
- 2 Week On-Site Courthouse Observations
- North Carolina Courthouse Tours
- Detailed Discussion of User Space Requirement
- Development and Review of Test
- Development Framework
  - Test Diagram
  - Test Fit Massing Image

There was discussion throughout the presentation. During discussion, Mr. Bilafer, Mr. Potts, Mr. Driggs, Judge McGee, Jonathan Marshall, Deputy County Manager, and Stephen Keckeis, Vice President, Charlotte Region, Messer Construction, responded to questions from the Board.

#### BOC - Rules of Procedures

Chairman Morris commented on the proposed updates to the Board of Commissioners Rules of Procedure. He stated the update cleans up the language to the document.

A discussion ensued. During discussion, Richard Koch, County Attorney, and Lauren Linker, Clerk to the Board, responded to questions from the Board.

#### County Manager - Budget for the Sale of Mount Pleasant Middle School Site

Kyle Bilafer, Area Manager of Operations, reported the County sold the Mount Pleasant Middle School site in the fall of 2018 for \$589,024.48. The proceeds have been set aside for the use of a northeastern area park. Currently, he stated, a need exists for up to \$100,000 of those funds to be utilized for establishing a parking area for the current ball fields that exist behind the old school site. He further stated the remaining \$489,024.48 have been set aside for use of a future northeastern area park.

A discussion ensued. During discussion, Mr. Bilafer, Mike Downs, County Manager, and Jonathan Marshall, Deputy County Manager responded to questions from the Board.

**UPON MOTION** of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the Board suspended its Rules of Procedure in order to take action on this item due to time constraints.

Vice Chairman Honeycutt **MOVED** to approve the budget revision and project ordinance to proceed with the parking lot project at the old Mount Pleasant Middle School site. Commissioner Shue seconded the motion.

Commissioner Kiger suggested, "not to exceed \$100,000" be included in the motion.

Vice Chairman amended the **MOTION** to include "not to exceed \$100,000". Commissioner Shue amended his second to the motion.

Chairman Morris read the amended motion: "Motion to approve the budget revision and project ordinance to proceed with the parking lot work at the old Mount Pleasant Middle School site, not to exceed \$100,000.

The **MOTION** unanimously carried.

Date: 2/18/2019 Amount: 589,024.48

Dept. Head: Pamela S Dubois Department: Construction and Renovation Fund

Internal Transfer Within Department  Transfer Between Departments/Funds  Supplemental Request

Purpose: To record the receipt of moneys from the sales of Mt. Pleasant Middle School. The funds are intended to be used for future park enhancement or new infrastructure in the North East Area of the County.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
343	6	8140/6801/Plot	Sale of Fixed Assets	100,000.00			100,000.00
343	6	8140/6801/0300	Sale of Fixed Assets/NE Area Park	489,024.48			489,024.48
343	9	8140/9830/Plot	Other Improvements/Parking Lot	100,000.00			100,000.00
343	9	8140/9830/0300	Other Improvements/NE Area Park	489,024.48			489,024.48

**CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT  
BUDGET ORDINANCE**

BE IT ORDAINED by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**Section I.**

- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Park & Recreation Trust Fund (PARTF) Grant	\$ 350,000
Rental - Tower Lease	847,693
Sale of Fixed Assets	1,012,441
Contributions and Donations	117,036
General Fund Contribution	5,112,456
Lease Proceeds (Robert Wallace Park)	4,596,394
Capital Projects Fund Contribution	2,141,264
Capital Reserve Fund Contribution	13,399,547
 TOTAL REVENUES	 \$27,576,831

- D. The following appropriations are made as listed.

Government Center Chiller Replacement	\$211,000
Governmental Center ADA Bathrooms	151,469
ITS Fiber Technology Improvements	120,000
County Website Design	283,750
Furniture Replacements	184,723
County Operation Center	3,100,000
Elevator Modernization Government Center	176,000
Multiple building Fall Protection Measures	300,000
Jail Camera Upgrade	112,607
LEC Law Enforcement Technology	791,324
Training & Firing Range Renovation	50,000
Sheriff's Admin Roof Repair	150,000
Courthouse Expansion	6,100,000
Clerk of Court Improvements	113,000
Public Safety Training Center	90,000
EMS Headquarters - Consultants	50,000
EMS Co-location - Concord Fire #11	375,000
EMS Heart Monitors	550,111
Emergency Communications Equip & Ethernet Backhaul	2,721,086
JM Robinson High School Wetlands Mitigation	100,000
Landfill Retaining Wall	230,301
Veterans Services Improvements	92,674
Cooperative Ext. ADA Bathrooms	118,812
RCCC Land for future expansion	1,244,001
Robert Wallace Park	8,147,964
Frank Liske Park - Barn Restrooms	126,405
Frank Liske Park - Lower Lot Restrooms	678,506
Carolina Thread Trail	109,329
Frank Liske Park Playground Replacement	100,000
NE Area Park - Plot	100,000
NE Area Park - Other Improvements	489,024
Midland Library Furniture	75,000
Arena - Lighting Control System Replacement	235,000
Unassigned	99,745
 TOTAL EXPENDITURES	 \$27,576,831
 GRAND TOTAL - REVENUES	 \$27,576,831
 GRAND TOTAL - EXPENDITURES	 \$27,576,831

**Section II.**

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
  - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
  - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
  - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
  - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
  - 8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
  - 9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
  - 10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
  - 11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.

d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 4<sup>th</sup> day of February, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: /s/ Stephen M. Morris  
Stephen M. Morris, Chairman

ATTEST:

/s/ Lauren Linker  
Clerk to the Board

**County Manager - Proposed Back Creek Greenway**

Jonathan Marshall, Deputy County Manager, reported the Town of Harrisburg proposes to construct a new greenway along Back Creek. He stated part of the greenway would be located on property owned by Cabarrus County and Cabarrus County Schools (Hickory Ridge Middle School and Hickory Ridge High School). In addition, he advised the Town would also like to begin discussions concerning use of a county-owned parcel on Stallings Road as parking for the greenway.

Daniel Stines, Harrisburg Parks and Recreation Director, presented a PowerPoint presentation of the proposed greenway project along with an Interlocal Agreement to the Board for their consideration and approval. He advised the project and agreement were presented to the Cabarrus County School Board and both were approved.

**County Manager - Raw Water Line Easement at Coddle Creek**

Jonathan Marshall, Deputy County Manager, reported the City of Concord is considering adding a raw water line from the reservoir to the treatment plant. He stated the new water line would require additional easements to the current lease with the County.

A discussion ensued. During discussion, Mr. Marshall responded to questions from the Board.

**DHS - Transportation 5310 Elderly and Handicapped Grant**

Bob Bushey, Department of Human Services, Transportation Manager, reported the City of Concord has been designated as a recipient of the Federal 5310 Elderly and Handicapped Grant. In administering the grant funds, the City of Concord has awarded a grant to Cabarrus County Transportation in the amount \$170,182. The County is required to match 50 percent for a total of \$85,091. Mr. Bushey advised the matching funds would come from the Rural Operating Assistance Program (ROAP) and the Home Care Community Block Grant (HCCBG). He requested approval of the matching funds and advised a public hearing will be required. He also responded to questions from the Board.

**Finance - Cabarrus County Courthouse Reimbursement Resolution**

Susan Fearrington, Finance Director, requested approval of a resolution allowing the County to pay certain original expenditures associated with construction of the new Cabarrus County Courthouse and reimburse the County with the proceeds from the 2020 Limited Obligation Bonds.

A brief discussion ensued. During discussion, Ms. Fearrington responded to questions from the Board.

**Library - Copier Fees**

Emery Ortiz, Library Director, requested approval of a new fee schedule for copies made by patrons. Ms. Ortiz advised this is due to the new copiers at all branch locations providing the option for color copies.

Ms. Dubois stated the copiers also accept credit card payment, which adds a fee to the County's cost.

A brief discussion ensued. During discussion, Ms. Ortiz responded to questions from the Board.

**Tax Administration - Advertisement of 2018 Delinquent Taxes**

David Thrift, Tax Administrator, reported North Carolina General Statute 105-369 requires counties to report the amount of unpaid taxes for the current

year that are to be liens on the real property (unpaid taxes for 2018 is \$8,204,858.12). Mr. Thrift requested the Board approve the advertisement date of March 24, 2019.

A brief discussion ensued. During discussion, Mr. Thrift responded to questions from the Board.

#### **BOC - Approval of Regular Meeting Agenda**

The Board discussed the placement of the items on the agenda.

**UPON MOTION** of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the Board approved the February 18, 2019 agenda as follows:

##### Approval or Correction of Minutes

- Approval or Correction of Minutes

##### Recognitions and Presentations

- Active Living and Parks - Eagle Scout Service Project

##### Consent

- BOC - Rules of Procedures
- County Manager - Proposed Back Creek Greenway
- County Manager - Raw Water Line Easement at Coddle Creek
- Finance - Cabarrus County Courthouse Reimbursement Resolution
- Infrastructure and Asset Management - Design Contract and Proposed Project Schedule
- Library - Copier Fees
- Sheriff's Office - Government Services Division
- Sheriff's Office - Service Award of Duty Weapon
- Tax Administration - Advertisement of 2018 Delinquent Taxes
- Tax Administration - Refund and Release Reports - January 2019

##### New Business

- DHS - Transportation 5310 Elderly and Handicapped Grant - Public Hearing 6:30 p.m.

##### Appointments to Boards and Committees

- Appointments - Active Living and Parks Commission
- Appointments - Adult Care Home Community Advisory Committee
- Appointments - Firemen's Relief Fund Trustees
- Appointment and Removals - Home and Community Care Block Grant Advisory Committee

##### Reports

- Active Living and Parks Department - FY 17-18 Annual Report
- BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees
- BOC - Request for Applications for County Boards/Committees
- Cabarrus County Tourism Authority FY18 Year End Financials
- County Manager - Monthly Building Activity Reports
- County Manager - Monthly New Development Report
- EDC - January 2019 Monthly Summary Report
- Finance - Monthly Financial Update

#### **Closed Session - Pending Litigation and Economic Development**

**UPON MOTION** of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board moved to go into closed session to discuss matters related to pending litigation and economic development as authorized by NCGS 143-318.11(a)(3) and (4).

**UPON MOTION** of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board moved to come out of closed session.

#### **Adjourn**

**UPON MOTION** of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the meeting adjourned at 6:45 p.m.

The Board of Commissioners for the County of Cabarrus met for the 1<sup>st</sup> Quarter Cabarrus Summit 2019 at the Cabarrus Arena and Events Center in Concord, North Carolina at 6:00 p.m. on Wednesday, February 13, 2019.

Present - Vice Chairman: Diane R. Honeycutt  
Commissioners: F. Blake Kiger

Absent - Chairman: Stephen M. Morris  
Commissioners: Elizabeth F. Poole  
Lynn W. Shue

Also present were Mike Downs, County Manager; Pam Dubois, Senior Deputy County Manager; Jonathan Marshall, Deputy County Manager; Kyle Bilafer, Area Manager of Operations; Lauren Linker, Clerk to the Board; Kasia Thompson, Communications and Outreach Manager; Jonathan Weaver, Multimedia Journalist; Van Shaw, Cabarrus County Sheriff; and Kristin Jones, Budget and Performance Manager.

Although a quorum was not present the quarterly summit proceeded with the presentation. No action was required or taken.

The following municipal representatives were also present:

City of Concord: Bill Dusch, Mayor; Lloyd Payne, City Manager; and Council Members Terry Crawford, Brian King, Sam Leder, JC McKenzie and Ella Mae Small.

Town of Harrisburg: Haynes Brigman, Town Manager; and Council Members Benita Conrad, Troy Selberg and Diamond Staton-Williams.

City of Kannapolis: Darrell Hinnant, Mayor; Mike Legg, City Manager; and Council Member Tom Kincaid.

Town of Midland: Doug Paris, Town Manager; and Council Member Rich Wise.

Town of Mount Pleasant: Del Eudy, Mayor; Randy Holloway, Town Administrator; and Erin Burris, Planning and Economic Development Director.

Also present was: Donna Carpenter, Cabarrus Visitors Bureau.

Vice Chairman Honeycutt called the meeting to order at 6:00 p.m.

#### Introductions and Updates

Vice Chairman Honeycutt welcomed municipal elected officials, city managers and other guests. Representatives from the cities and the towns provided an update on current, and ongoing projects in their jurisdictions and recognized members of their staff in attendance.

#### Dinner Break

The Board took a dinner break at 6:30 p.m. The meeting resumed at 7:02 p.m.

#### Presentation

Dirk Vanderleest, Aviation Director, gave a brief history of the Concord-Padgett Regional Airport. He then went over some current programs and businesses that are utilizing the airport and ended the evening looking forward to its growth.

#### Adjourn

The meeting adjourned at 7:46 p.m.

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Lauren Linker, Clerk to the Board

The Board of Commissioners for the County of Cabarrus met in regular session in the Commissioners' Meeting Room at the Cabarrus County Governmental Center in Concord, North Carolina at 6:30 p.m. on Monday, February 18, 2019.

Present - Chairman: Stephen M. Morris  
Vice Chairman: Diane R. Honeycutt  
Commissioners: F. Blake Kiger  
Lynn W. Shue

Absent - Commissioner Elizabeth F. Poole

Also present were Mike Downs, County Manager; Richard M. Koch, County Attorney; Pam Dubois, Senior Deputy County Manager; Jonathan Marshall, Deputy County Manager; Kyle Bilafer, Area Manager of Operations; and Lauren Linker, Clerk to the Board.

Chairman Morris called the meeting to order at 6:30 p.m.

Girl Scout Troop 2377 from Center United Methodist Church conducted the Flag Ceremony. Scouts participating were: Hailey Badger, Jamie Badger, Grace Zheng, Sade Andrews, Julia Zhong, Julissa Andrews, and Addison Campbell.

Pastor Bob Page from Connect Church delivered the invocation.

Chairman Morris recognized Youth Commission member, Jack Lambert, from Central Cabarrus High School.

#### **(A) APPROVAL OR CORRECTION OF MINUTES**

**UPON MOTION** of Commissioner Kiger seconded by Commissioner Shue and unanimously carried, the Board approved the minutes of January 7, 2019 (Work Session) and January 22, 2019 (Regular Meeting) as presented.

#### **(B) APPROVAL OF THE AGENDA**

Chairman Morris reviewed the following changes to the agenda.

Additions:

Recognitions and Presentations  
C-2 Proclamation - Red Cross Month

New Business  
G-2 BOC - Cabarrus County Schools Calendar Flexibility Resolution

G-3 County Manager - Kannapolis Sidewalk Easement

Closed Session  
L-1 Closed Session - Pending Litigation and Personnel Matters

**UPON MOTION** of Vice Chairman Honeycutt seconded by Commissioner Kiger and unanimously carried, the Board approved the agenda as amended.

#### **(C) RECOGNITIONS AND PRESENTATIONS**

##### **(C-1) Active Living and Parks - Eagle Scout Service Project**

Byron Haigler, Assistant Director, Active Living and Parks, recognized Allan Jennings Miller who completed the design and construction of a bridge at Camp T.N. Spencer Park fulfilling the requirements of his Eagle Scout service project. Mr. Haigler presented Mr. Miller a plaque in appreciation of his service to the County.

Mr. Miller accepted the plaque, expressed appreciation and thanked those involved in helping him.

##### **(C-2) Proclamation - Red Cross Month**

Chairman Morris noted the valuable role the Red Cross plays in the community. He then read the proclamation aloud.

**UPON MOTION** of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board adopted the proclamation.

Proclamation No. 2019-02

AMERICAN RED CROSS MONTH 2019

## A Proclamation

WHEREAS, more than 137 years ago, the American Red Cross was established as a humanitarian organization, guided by seven fundamental principles—including humanity, impartiality and independence—to provide services to those in need regardless of race, religion, gender, sexual orientation or citizenship status. Today, the American Red Cross is one of the largest humanitarian organizations in the world, and delivers its mission every day to prevent and alleviate human suffering in the face of emergencies; and

WHEREAS, every year, the American Red Cross responds to an average of more than 62,000 disasters across the country, from small home fires to devastating massive disasters. Last year's large crises included mudslides in California, a volcano in Hawaii, wildfires in Colorado and California, destructive hurricanes in Florida and the Carolinas, and a devastating typhoon in U.S. territories. Thousands of American Red Cross volunteers provided around-the-clock shelter for disaster victims, served millions of meals and snacks with partners, and distributed millions of relief items; and

WHEREAS, in Cabarrus County, the Red Cross has a long history of helping our neighbors in need. The Southern Piedmont Chapter assisted with 179 local disasters in the past year alone and helped save lives through our Home Fire Campaign. Since the campaign launched in October 2014, the Southern Piedmont Chapter has worked with community partners to install smoke alarms and make households safer. Meanwhile, in the Greater Carolinas Region, the Red Cross handles an average of 7,779 military services every year and collects an average of 169,500 units of blood from our generous blood donors; and

WHEREAS, March is Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give of their time and resources to help members of the community. The Red Cross depends on these local heroes to deliver help and hope during a disaster. We applaud our heroes here in Cabarrus County who give of themselves to assist their neighbors when they need a helping hand; and

WHEREAS, the American Red Cross shelters, feeds and provides emotional support to victims of disasters; supplies about 40 percent of the nation's blood; teaches skills that save lives; provides international humanitarian aid; and supports military members and their families; and

WHEREAS, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on volunteers and the generosity of the public to perform its mission.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Commissioners for Cabarrus County, North Carolina, do hereby proclaim March 2019 as Red Cross Month and encourage all Americans to support this organization and its noble humanitarian mission.

ADOPTED this 18<sup>th</sup> day of February, 2019.

/s/ Stephen M. Morris  
Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

**(D) INFORMAL COMMENTS**

Chairman Morris opened the Informal Public Comments section of the meeting at 6:47 p.m. He stated each speaker would be limited to three minutes.

Allen Dobson, resident of 1600 South Main Street in Mount Pleasant, spoke about the growth and the future needs of Mount Pleasant. Mr. Dobson also expressed the need for expansion of the Mount Pleasant Library.

Rick Burleyson, resident of 8440 East Franklin Street in Mount Pleasant, spoke about the need for expansion of the Mount Pleasant library and possible sites for the facility. Mr. Burleyson also announced the annual library fundraising play is scheduled for the upcoming weekend.

Martha Dobson, resident of 1600 South Main Street in Mount Pleasant, on behalf of the Friends of the Library, spoke regarding the need for expansion and a possible new site for the Mount Pleasant Library.

Michael Landers, resident of 3603 Pinetree Avenue SW in Concord, on behalf of Cabarrus County Teachers and schools, spoke about school calendar flexibility.

With there being no one else to address the Board, Chairman Morris closed that portion of the meeting.

**(E) OLD BUSINESS**

None.

**(F) CONSENT**

**(F-1) BOC - Rules of Procedures**

The Board of Commissioners Rules of Procedure are the guidelines in which the board conducts itself according to North Carolina General Statutes and local ordinances. The current rules have not been updated since 2003, and with general statute updates and technology changes, some updates are needed.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the updated Rules of Procedure.

Rules of Procedure for the  
Cabarrus County  
Board of Commissioners

Revised and Approved February 18, 2019

**Part I. Applicability**

**Rule 1. Applicability of Rules**

These rules apply to all meetings of the Board of Commissioners of Cabarrus County. For purposes of these rules, a meeting of the board occurs whenever a majority of the board's members gather, whether in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the board's real or apparent jurisdiction.

**Part II. Quorum**

**Rule 2. Quorum**

The presence of a quorum is necessary for the board to conduct business. A quorum consists of a majority of the board's membership. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half. Vacancies do not reduce the number of members necessary to establish a quorum. A member who withdraws from a meeting of the board without being excused by majority vote of the remaining members present is deemed present for quorum purposes. The board may compel an absent member to attend by ordering the sheriff to take the member into custody.

**Part III. Open Meetings**

**Rule 3. Remote Participation in Board Meetings**

A member may remotely participate in Board Meetings so long as they can be clearly heard by all present at the meeting and can clearly hear the discussion being had by the present quorum. The remote participant may vote on any item so long as they are fully informed prior to the vote.

**Rule 4. Meetings to Be Open to the Public**

Except as permitted by Rule 5 (Closed Sessions), all meetings of the board shall be open to the public, and any person may attend its meetings.

**Rule 5. Closed Sessions**

(a) Motion to Enter Closed Session. The board may enter a closed session from which the public is excluded only upon a motion duly made and adopted in open session. The motion to enter closed session must cite one or more of the permissible bases for closed session listed in paragraph (b) of this rule. A motion to enter closed session under subparagraph (b)(1) or (b)(2) must contain the additional information specified in those provisions.

(b) Bases for Closed Session. A closed session is permissible under the following circumstances and no others:

- (1) To prevent the disclosure of information that is privileged or confidential under the law of North Carolina or of the United States or that does not constitute a public record within the meaning of Chapter 132 of the General Statutes. The motion to enter closed session must name or cite the law that renders the information confidential or privileged.
- (2) To consult with the county attorney or another attorney employed or

retained by the county in order to preserve the attorney-client privilege. If the board expects to discuss a pending lawsuit with its attorney, the motion to enter closed session must name the parties to the lawsuit.

- (3) To discuss matters relating to (a) the location or expansion of industries or other businesses in the area served by the county or (b) the closure or realignment of a military installation. The board may reach agreement in closed session on a tentative list of economic development incentives to be offered in negotiations, but the approval of the signing of any economic development contract or commitment and the authorization of the payment of economic development expenditures must take place in open session.
  - (4) To establish or instruct staff or agents concerning the county's position in negotiating the price or other material terms of an agreement to acquire real property by purchase, exchange, or lease.
  - (5) To establish or instruct staff or agents concerning the amount of compensation or other material terms of an employment contract.
  - (6) To consider the qualifications, competence, performance, character, fitness or conditions of appointment or employment of a public officer or employee or prospective public officer or employee, except when the individual in question is a member of the board or other public body or is being considered to fill a seat on the board or other public body. Final action to appoint or employ a public officer or employee must take place in open session.
  - (7) To hear or investigate a charge or complaint by or against a public officer or employee. Final action discharging an employee or removing an officer must occur in open session.
  - (8) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
  - (9) To view a law enforcement recording released pursuant to G.S. 132-1.4A.
  - (10) On any other basis permitted by law.
- (c) Closed Session Participants. Unless the board directs otherwise, the county manager, county attorney, and clerk to the board may attend closed sessions of the board. No other person may attend a closed session unless invited by the board.
- (d) Motion to Return to Open Session. Upon completing its closed session business, the board shall end the closed session by adopting a duly made motion to return to open session.

#### Rule 6. Meeting Minutes

(a) Minutes Required for All Meetings. The board must keep full and accurate minutes of all of its meetings, including closed sessions. To be "full and accurate," minutes must record all actions taken by the board. They should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record discussions of board members, though the board in its discretion may decide to incorporate such details into the minutes.

(b) General Accounts of Closed Sessions. In addition to minutes, the board must keep a general account of each closed session. The general account must be sufficiently detailed to provide a person not in attendance with a reasonable understanding of what transpired. The board may combine the minutes and general account of a closed session into one document, so long as the document contains both a complete record of actions taken and the level of detail required for a general account.

(c) Sealing Closed Session Records. Minutes and general accounts of closed sessions shall be sealed until unsealed by order of the board or, if the board delegates the authority to unseal to one or more staff members, in accordance with guidelines adopted by the board. The sealed minutes and general account of any closed session may be withheld from public inspection, so long as public inspection would frustrate the purpose(s) of the closed session.

#### Rule 7. Broadcasting and Recording Meetings

(a) Right to Broadcast and Record. Any person may photograph, film, tape-record, or otherwise reproduce any part of a board meeting that must take place in open session. Except as provided in paragraph (b) of this rule, any radio or television station may broadcast any such part of a board meeting.

(b) Equipment Placement. The staff may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a board meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the county manager determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the county manager may require the pooling of the equipment and the personnel operating it.

#### Part IV. Organization of the Board

## Rule 8. Organizational Meeting; Selection of Chair and Vice Chair

(a) Requirement to Hold Organizational Meeting. The board shall hold an organizational meeting each December to take the actions set out in this rule.

## (b) Scheduling Organizational Meeting

(1) *Even-numbered years.* The board shall hold an organizational meeting at its regular meeting place on the first Monday in December of each even-numbered year. [The organizational meeting shall be convened and concluded before the regular December meeting is convened.]

(2) *Odd-numbered years.* The board shall hold an organizational meeting during its first regular meeting in December.

## (c) Order of Business

(1) *Even-numbered years*

(A) As the first order of business at the organizational meeting, all persons elected or reelected to the board at the most recent county election must take and subscribe the oath of office set out in Article VI, Section 7, of the North Carolina Constitution, unless they did so earlier in the day. They must then take the General Oath prescribed by G.S. 11-11. Each member's constitutional oath must be filed with the clerk to the board. Although a newly elected or reelected member who has not yet been sworn and who is not present for the organizational meeting may be sworn in later, the member must take, subscribe, and file the constitutional oath and take the G.S. 11-11 oath before he or she begins performing any of the duties of the member's office.

(B) As the second order of business, the board shall elect a chair and vice chair from among its members using the procedure specified in Rule 38 (Appointments.)

(C) As the third order of business, the board shall approve the bonds of the register of deeds and induct any other newly elected county officials into office.

(2) *Odd-Numbered Years.* As the first order of business, the board will elect the chair and vice chair.

(d) Presiding Officer. The outgoing chair shall call the organizational meeting to order and preside until the board elects a new chair. If the organizational meeting takes place during an even-numbered year in which the outgoing chair has lost his or her seat on the board, the county manager shall fill the role of presiding officer until a new chair is elected. Once elected, the new chair shall preside.

## Rule 9. Terms of the Chair and Vice Chair

The member selected as chair at the organizational meeting shall serve for the ensuing year unless removed by the board for cause. The vice chair shall serve at the board's pleasure.

## Part V. Types of Meetings

## Rule 10. Regular Meetings

(a) Regular Meeting Schedule. The board shall hold a regular meeting (Agenda Work Session) on the first Monday of each month, in the Multipurpose Room of the Government Center (65 Church Street Concord, NC) beginning at 4:00 p.m. The board will also hold a regular meeting on the third Monday of each month, in the board chambers of the Government Center (65 Church Street Concord, NC) to begin at 6:30 p.m., except if a regular meeting day is on a holiday on which county offices are closed. The board will then determine the next meeting date and have it published according to N.C.G.S. timeline. The board shall adopt a resolution establishing the meeting schedule each year consistent with this rule. For purposes of these rules, any meeting that appears on the board's duly adopted schedule is considered a regular meeting. (In all other cases, a work session is a special meeting to which the provisions of Rule 11(Special Meetings) apply.)

(b) Notice of Regular Meeting Schedule. The board must ensure that a copy of its current regular meeting schedule is filed with the clerk to the board and posted on the county's website. At least 10 days before the first regular meeting held pursuant to the schedule, the board must cause the schedule to be published as required by law.

(c) Change to Regular Meeting Schedule. The board may adopt a resolution altering the time or place of a particular regular meeting or all regular meetings within a specified period. The board must ensure that the resolution is filed with the clerk to the board at least seven (7) calendar days before the first meeting held pursuant to the revised schedule. The board must also have the revised schedule posted on the county's website. Additionally, the board must cause notice of the temporary change to be posted at or near its regular meeting place and to be sent to everyone who has submitted a written request for notice of its special meetings.

## Rule 11. Special Meetings

(a) Calling Special Meetings. The chair or a majority of members may call a

special meeting of the board by signing a written notice stating the date, time, and place of the meeting and the subjects to be considered.

(b) Notice to the Public. At least forty-eight hours before a special meeting, the board shall cause the written notice to be (1) posted on the board's principal bulletin board or, if the board has no such bulletin board, at the door of the board's usual meeting room and (2) delivered, emailed, or mailed to each newspaper, wire service, radio station, television station, and person who has filed a written request for notice with the clerk to the board. If the board's website is maintained by one or more county employees, the board must also have the notice posted there prior to the special meeting. Furthermore, the member or members who call a special meeting are responsible for ensuring that the notice is posted on the courthouse bulletin board at least forty-eight (48) hours before the meeting.

(c) Notice to Members. At least forty-eight (48) hours before a special meeting, the chair or the members who called the meeting shall have the written notice of the meeting delivered to the other members of the board or left at their usual dwelling places.

(d) Transacting Other Business. Only those items of business specified in the notice to members may be taken up at a special meeting.

#### Rule 12. Emergency Meetings

(a) Calling Emergency Meetings. The chair or a majority of the board's members may call an emergency meeting to address generally unexpected circumstances that demand the board's immediate attention.

(b) Notice of Emergency Meetings. The member or members who call an emergency meeting must take reasonable action to inform the other members of the board and the public of the meeting. In addition, notice of the meeting must be given to each local newspaper, local wire service, local radio station, and local television station that has filed with the clerk to the board a written request to be notified of emergency meetings. To be valid, the request must include the newspaper's, wire service's, or station's telephone number. Notice may be given by telephone, email, or the same method used to notify board members. Notice must be provided immediately after members have been notified and at the expense of the media organization notified.

(c) Transaction of Other Business Prohibited. Only business connected with the emergency may be discussed or otherwise considered at an emergency meeting.

#### Rule 13. Recessed Meetings

(a) Calling Recessed Meetings. When conducting a properly called regular, special, or emergency meeting, the board may recess the meeting to another date, time, or place by a procedural motion made and adopted in open session, as provided in Rule 32 (Motion 3 - To Recess to a Certain Time and Place.) The motion must state the time (including the date, if the meeting will resume on a different day) and place at which the meeting will reconvene.

(b) Notice of Recessed Meetings. If the board's website is maintained by one or more county employees, notice of the recessed meeting's date, time, and place must appear on the webpage prior to the meeting. No further notice of a properly called recessed meeting is required.

#### Rule 14. Limited Authority to Meet Outside the County

The board must hold all of its meetings within the county except for the following:

- a joint meeting of the board with another public body, if the joint meeting is held within the political subdivision represented by the other public body;
- a retreat, forum, or similar gathering held solely to provide board members with general information relating to the performance of their duties, so long as members do not vote or otherwise transact business during the event;
- a meeting between the board and the local legislative delegation during a session of the General Assembly, provided board members do not vote or otherwise transact public business during the meeting except with regard to matters pertaining directly to legislation proposed to or pending before the General Assembly; and
- a convention, association meeting, or similar gathering but only if board members confine their deliberations to event-related issues that are not legally binding on the board or its constituents, such as convention resolutions and the elections of association officers.

#### Part VI. Agenda

##### Rule 15. Agenda

###### (a) Draft Agenda

- (1) *Preparation.* The [clerk to the board] shall prepare a draft agenda in advance of each meeting of the board. For a regular meeting, a request to have an item of business placed on the draft agenda must be received by the clerk at least eight working days before the date of the meeting. The

- clerk must place an item on the draft agenda in response to a board member's timely request.
- (2) *Supplemental information/materials.* The agenda packet shall include the draft agenda, any proposed ordinances or amendments to ordinances, and supporting documentation and background information relevant to items on the agenda.
- (3) *Delivery to board members.* Except in the case of an emergency meeting, each member shall receive a paper or electronic copy of the draft agenda and agenda packet at least forty-eight (48) hours before the meeting.
- (4) *Public inspection.* The draft agenda and agenda packet will be available to the public when they are ready to be circulated.
- (b) Adoption of the Agenda
- (1) *Adoption.* As its first order of business at each meeting, the board shall review the draft agenda, make whatever revisions it deems appropriate, and adopt the agenda for the meeting.
- (2) *Amending the agenda.* Both before and after the board adopts the agenda, it may add or subtract agenda items by majority vote of the members present and voting, except that
- the board may not add to the items stated in the notice of a special meeting unless the requirements in Rule 11(d - Transacting Other Business) are satisfied and
  - only business connected with the emergency may be discussed or otherwise considered at an emergency meeting.
- (c) *Consent Agenda.* The board may designate part of an agenda for a regular meeting as the *consent agenda*. Items may be placed on the consent agenda by the person(s) charged with preparing the draft agenda if they are judged to be noncontroversial and routine. Prior to the board's adoption of the meeting agenda, the request of any member to have an item moved from the consent agenda to unfinished business must be honored by the board. All items on the consent agenda must be voted on and adopted by a single motion, with the minutes reflecting the motion and vote for each item.
- (d) *Informal Discussion of Agenda Items.* The board may informally discuss an agenda item even when no motion regarding that item is pending.

#### Rule 16. Acting by Reference to Agenda or Other Document

The board shall not deliberate, vote, or otherwise take action on any matter by reference to the agenda or any other document unless copies of the agenda or document are available for public inspection at the meeting and so worded that people at the meeting can understand what is being deliberated or acted upon.

#### Rule 17. Agenda Items from Members of the Public

If a member of the public wishes to request that the board include an item on its regular meeting agenda, he or she must submit the request to the clerk to the board by the deadline specified in Rule 15(Agenda) (a - Draft Agenda)(1- Preparation). The board is not obligated to place an item on the agenda merely because such a request has been received.

#### Rule 18. Order of Business

Items shall be placed on a regular meeting agenda according to the order of business. The usual order of business for each regular meeting shall include the following topics and any others the clerk feels necessary to complete board business:

- Approval or Correction of Minutes
- Approval of the Agenda,
- Recognitions and Presentations
- Informal Public Comments
- Old Business,
- Consent Agenda,
- New Business,
- Appointments,
- Reports,
- General Comment by Board Members
- Water & Sewer District of Cabarrus County
- Closed Session
- Adjourn

Without objection, the chair may call agenda items in any order most convenient for the dispatch of business. Rule 19 (Role of the Presiding Officer).

#### Rule 19. The Chair

- (a) *Presiding Officer.* The chair shall preside at meetings of the board.
- (b) *Voting by the Chair.* The chair has the same duty to vote as other members, though in no event may the chair break a tie on a motion on which he or she has already voted.
- (c) *Recognition of Members.* A member must be recognized by the chair or (or other presiding officer) in order to address the board, but recognition is not necessary for an appeal pursuant to Rule 32 (Motion 1- To Appeal a Ruling of

the Presiding Officer).

(d) Powers as Presiding Officer. As presiding officer, the chair is to enforce these rules and maintain order and decorum during board meetings. The chair may:

- (1) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes;
- (2) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground;
- (3) entertain and answer questions of parliamentary procedure;
- (4) call a brief recess at any time; and
- (5) adjourn in an emergency.

(e) Appeals of Procedural Rulings. A member may appeal a decision made or answer given by the chair under subparagraph (d)(1), (2), or (3) in accordance with Rule 32 (Motion 1 - To Appeal a Ruling of the Presiding Officer).

#### Rule 20. Presiding Officer in the Chair's Absence

The vice chair shall preside over meetings of the board in the chair's absence. If both the chair and vice chair are absent, the members present may choose a temporary chair from among themselves. The vice chair or other member presiding in place of the chair has the powers listed in Rule 19(d - Powers as Presiding Officer). Service as presiding officer does not relieve the vice chair or other member of the duty to vote on all questions except as excused from voting pursuant to Rule 29 (Duty to Vote).

#### Rule 21. When the Presiding Officer Is Active in Debate

If the chair becomes active in debate on a particular proposal, he or she may have the vice chair preside during the board's consideration of the matter. If the vice chair is absent or is also actively debating the matter, the chair may designate another member to preside until the matter is concluded. Similarly, if while presiding, the vice chair or temporary chair wishes to join in debating a topic, he or she may designate another member to preside for the duration of the board's consideration of the matter.

### Part VII. Motions and Voting

#### Rule 22. Action by the Board

Except as otherwise provided in these rules, the board shall act by motion. Any member may make a motion.

#### Rule 23. One Motion at a Time

A member may make only one motion at a time.

#### Rule 24. Withdrawal of Motion

The member who introduces a motion may withdraw the motion unless the motion has been amended or put to a vote.

#### Rule 25. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.

#### Rule 26. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.

#### Rule 27. Changing a Vote

A member may change his or her vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change his or her vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

#### Rule 28. Duty to Vote

(a) Duty to Vote. Every board member must vote except when excused from voting as provided by this rule.

(b) Grounds for Excusal. A member may be excused from voting on a matter involving the member's own financial interest or official conduct, though not if the proposal in question is one to alter the compensation or allowances paid to board members. Members may also be excused from voting when prohibited from voting under G.S. 14-234 (contract providing direct benefit to member), G.S. 153A-340(g) (legislative zoning decision likely to have a direct, substantial, and readily identifiable financial impact on member), or G.S. 160A-

388(e) (2) (member's participation in quasi-judicial decision would violate affected person's right to an impartial decision maker). Any further questions about whether a basis for excusal exists should be directed to the county attorney.

(c) Procedure for Excusal

- (1) *At the member's request.* Upon being recognized at a duly called meeting of the board, a member who wishes to be excused from voting shall so inform the presiding officer, who must then submit the matter to a vote of the remaining members present. If a majority of the remaining members present vote to excuse the member, the member is excused from voting on the matter.
  - (2) *On the board's initiative.* Even when a member has not asked to be excused from voting on a matter, a majority of the remaining members present may by motion and vote excuse the member from voting if the member is prohibited from voting under paragraph (b).
- (d) Consequence of Non-Excused Failure to Vote. If a member who has not been excused from voting fails to vote on a matter, the member's failure to vote shall be recorded as an affirmative vote, provided
- (1) the member is physically present in the meeting room or
  - (2) the member has physically withdrawn from the meeting room without being excused by majority vote of the remaining members present.

Rule 29. Voting by Written Ballot

- (a) Secret Ballots Prohibited. The board may not vote by secret ballot.
- (b) Rules for Written Ballots. The board may decide by majority vote or unanimous consent to vote on a motion by written ballot. Each member must sign his or her ballot, and the minutes must record how each member voted by name. The ballots must be made available for public inspection in the office of the clerk to the board immediately following the meeting at which the vote took place and remain there until the minutes of that meeting are approved, at which time the ballots may be destroyed.

Rule 30. Substantive Motions

A substantive motion is not in order if made while another motion is pending. Once the board disposes of a substantive motion, it may not take up a motion that presents essentially the same issue at the same meeting, unless it first adopts a motion to reconsider pursuant to Rule 32 (Motion 14 – To Reconsider).

Rule 31. Procedural Motions

(a) Certain Motions Allowed. The board may consider only those procedural motions listed in this rule. Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that

- any procedural motion other than an appeal under Motion 1 (To Appeal a Ruling of the Presiding Officer) is subject to amendment as provided in Motion 12 (To Amend), and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 9 (To End Debate[Call the Previous Question]).

When several procedural motions are pending, voting must begin with the procedural motion highest in priority, except that a motion to amend or end debate on the highest priority motion must be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. The board must be out of closed session before adjourning any meeting.

Motion 3. To Recess to a Certain Time and Place. This motion may be used to call a recessed meeting as permitted under Rule 13 (Recessed Meetings). The motion must state the time (including the date, if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the board is in closed session.

Motion 4. To Take a Brief Recess.

Motion 5. To Follow the Agenda. This motion must be made at the time an item

of business that deviates from the agenda is proposed; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to at least a quorum of the board. The board may not suspend provisions in these rules that are required under state law.

Motion 7. To Divide a Complex Motion. This motion is in order whenever a member wishes to consider and vote on parts of a complex motion separately. The member who makes this motion must specify how the complex motion will be divided.

Motion 8. To Defer Consideration. The board may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the board votes to revive it pursuant to Motion 13 (To Revive Consideration) within 100 days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 9. To End Debate (Call the Previous Question). If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 10. To Postpone to a Certain Time. This motion may be employed to delay the board's consideration of a substantive motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6 (To Suspend the Rules).

Motion 11. To Refer a Motion to a Committee. The board may vote to refer a substantive motion to a committee for study and recommendations. While the substantive motion is pending before the committee, the board may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6 (To Suspend the Rules). If the committee fails to report on the motion within 60 days of the referral date, the board must take up the motion if asked to do so by the member who introduced it.

Motion 12. To Amend.

(a) Germaneness. A motion to amend must concern the same subject matter as the motion it seeks to alter.

(b) Limit on Number of Motions to Amend. When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.

(c) Amendments to Ordinances. Any amendment to a proposed ordinance must be reduced to writing before the vote on the amendment.

Motion 13. To Revive Consideration. The board may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 8 (To Defer Consideration), provided it does so within 100 days of its vote to defer consideration.

Motion 14. To Reconsider. The board may vote to reconsider its action on a matter, provided the motion to reconsider is made (a) at the same meeting during which the action to be reconsidered was taken and (b) by a member who voted with the prevailing side. For purposes of this motion, "the same meeting" includes any continuation of a meeting through a motion to recess to a certain time and place (Motion 3 - To Recess to a Certain Time and Place). The motion is not in order if it interrupts the board's deliberation on a pending matter.

Motion 15. To Rescind. The board may vote to rescind an action taken at a prior meeting provided rescission is not forbidden by law.

Motion 16. To Prevent Reintroduction for [Six] Months. This motion may be used to prevent the reintroduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion's defeat. To be adopted, this motion must receive affirmative votes equal to at least a quorum of the board. If this motion is adopted, the ban on reintroduction remains in effect for [six] months or until the board's next organizational meeting in an even-numbered year, whichever occurs first.

## Part VIII. Ordinances and Contracts

### Rule 32. Introduction of Ordinances

For purposes of these rules, the "date of introduction" for a proposed ordinance

is the first date on which the board actually considers the proposed ordinance.

**Rule 33. Adoption, Amendment, and Repeal of Ordinances**

(a) **Form of Proposed Ordinances.** The board may not adopt a proposed ordinance unless it has been reduced to writing and distributed to members before the vote is taken.

(b) **Adoption of Ordinances Not Subject to Public Hearing Requirements.**

(1) *Approval on date of introduction.* To be adopted at the meeting where first introduced, an ordinance or any action having the effect of an ordinance must receive the affirmative votes of all members of the board. If the measure receives a majority of votes cast on the date of introduction but not the unanimous support of all members, the board must take it up again at its next regular meeting.

(2) *Approval after date of introduction.* At its first regular meeting following the date of introduction or at any meeting thereafter within 100 days of the date of introduction, the board may adopt the proposed ordinance or action having the effect of an ordinance by a majority of votes cast, a quorum being present.

(c) **Adoption of Ordinances Subject to Public Hearing Requirements.**

(1) *The budget ordinance or budget amendments.* Rule 35 (Adoption of the Budget Ordinance) governs the approval of the budget ordinance and amendments.

(2) *Other ordinances.* Following a required public hearing on a proposed ordinance, the board may adopt the measure by a majority of votes cast, a quorum being present, regardless of whether the vote occurs on the date of introduction.

(d) **Amendment and Repeal of Ordinances.** The same voting requirements that govern the adoption of proposed ordinances also apply to the amendment or repeal of an ordinance.

**Rule 34. Adoption of the Budget Ordinance**

(a) **Special Rules for the Adoption or Amendment of the Budget Ordinance.**

Notwithstanding any provision in general law or any local act,

(1) the board may adopt or amend the budget ordinance at a regular or special meeting of the board by a majority of those members present and voting, a quorum being present;

(2) no action taken with respect to the adoption or amendment of the budget ordinance need be published or is subject to any other procedural requirement governing the adoption of ordinances or resolutions by the board; and

(3) the adoption or amendment of the budget ordinance and the levy of taxes in the budget ordinance are not subject to the provisions of any local act concerning initiative or referendum.

(b) **Notice Requirements for Budget Meetings.** During the period beginning with the submission of the budget to the board and ending with the adoption of the budget ordinance, the board may hold any special meetings that may be necessary to complete its work on the budget ordinance. Except for the notice requirements of the open meetings law, which continue to apply, no provision of law or these rules concerning the call of special meetings applies during that period, so long as

(1) each member of the board has actual notice of each special meeting called for the purpose of considering the budget and

(2) no business other than consideration of the budget is taken up.

(c) **No Authority for Closed Sessions.** This rule shall not be construed to authorize the board to hold closed sessions on any basis other than the grounds set out in Rule 5 (Closed Session).

**Part IX. Public Hearings and Comment Periods**

**Rule 35. Public Hearings**

(a) **Calling Public Hearings.** In addition to holding public hearings required by law, the board may hold any public hearings it deems advisable. The board may schedule hearings or delegate that responsibility to county staff members, as appropriate, except when state law directs the board itself to call the hearing. If the board delegates scheduling authority, it must provide adequate guidance to assist staff members in exercising that authority.

(b) **Public Hearing Locations.** The board may hold public hearings anywhere within the county.

(c) **Notice of Public Hearings.** Any public hearing at which a quorum of the board is present shall be considered part of a regular or special meeting. Consequently, the relevant notice and related requirements of the open meetings law, as set out in Rules 10 through 13 (Types of Meetings), apply to such hearings. Some statutes mandate additional notice for particular types of hearings, and such notice must be provided together with the notice required by the open meetings law.

(d) **Rules for Public Hearings.** The board may adopt reasonable rules for public hearings that, among other things,

- fix the maximum time allotted to each speaker,

- provide for the designation of spokespersons for groups of persons supporting or opposing the same positions,
- provide for the selection of delegates from groups of persons supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the meeting room (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the meeting room to listen to the hearing), and
- provide for the maintenance of order and decorum in the conduct of the hearing.

(e) Continuing Public Hearings. The board may continue any public hearing without further advertisement to a certain time and place, provided the time (including the date, if the hearing will resume on a different day) and place of the continued hearing are announced in open session. Except for hearings conducted pursuant to paragraph (g), if a quorum of the board is not present for a properly scheduled public hearing, the hearing must be continued until the board's next regular meeting without further advertisement.

(f) Conduct of Public Hearings. At the time appointed for the hearing, the chair shall call the hearing to order and proceed to allow public input in accordance with any rules adopted by the board for the hearing. Unless the board votes to extend the hearing, when the time allotted for the hearing expires, or when no one wishes to speak who has not done so, the chair shall declare the hearing closed, and the board shall resume the regular order of business.

(g) Public Hearings by Less Than a Majority of Board Members. Nothing in this rule prevents the board from appointing a member or members to hold a public hearing on the board's behalf, except when state law requires that the board itself conduct the hearing.

#### Rule 36. Public Comment Periods

(a) Frequency of Public Comment Periods. The board must provide at least one opportunity for public comment each month at a regular meeting.

(b) Rules for Public Comment Periods. The board may adopt reasonable rules for public comment periods that, among other things,

- fix the maximum time allotted to each speaker,
- provide for the designation of spokespersons for groups supporting or opposing the same positions,
- provide for the selection of delegates from groups supporting or opposing the same positions when the number of persons wishing to attend the public comment period exceeds the capacity of the meeting room (so long as arrangements are made for those excluded from the meeting room to listen to the public comment period), and
- provide for the maintenance of order and decorum in the conduct of the public comment period.

(c) Content-Based Restrictions Generally Prohibited. The board may not restrict speakers based on subject matter, as long as their comments pertain to subjects within the board's real or apparent jurisdiction.

#### Part X. Appointments and Appointed Bodies

##### Rule 37. Appointments

(a) Appointments in Open Session. The board must consider and make any appointment to another body or, in the event of a vacancy on the board, to its own membership in open session.

(b) Nomination and Voting Procedure for Appointed Bodies. The board shall use the following procedure to appoint individuals to bodies over which it has the power of appointment. The chair shall open the floor for nominations, whereupon board members may put forward and debate nominees. When debate ends, the chair shall call the roll of the members, and each member shall cast a vote for his or her preferred nominee. The voting shall continue until a nominee receives a majority of votes cast during a single balloting.

(c) Nomination and Voting Procedure to Fill a Vacancy on the Board. The procedure described in paragraph (b) shall be used to fill a vacancy on the board, except as superseded by the provisions of G.S. 153A-27 or -27.1. If the county is divided into electoral districts, the person selected to fill the vacancy must reside in the same electoral district as the member being replaced. If the member being replaced was elected as the nominee of a political party, then his or her replacement must belong to the same party.

(d) Multiple Appointments. If the board is making more than one appointment to a body, each member shall have as many votes in each balloting as there are slots to be filled, and the votes of a majority of the total number of members voting shall be required for each appointment. No member may cast more than one vote for the same candidate for the same position during a single balloting.

(e) Vote by Written Ballot. The board may vote on proposed appointments by written ballot in accordance with Rule 30 (Voting by Written Ballot).

#### Rule 38. Committees and Boards

(a) Establishment and Appointment. The board may establish temporary and

standing committees, boards, and other bodies to help carry on the work of county government. Unless otherwise provided by law or the board, the power of appointment to such bodies lies with the board.

(b) Open Meetings Law. The requirements of the open meetings law apply whenever a majority of an appointed body's members gather in person or simultaneously by electronic means to discuss or conduct official business.

(c) Procedural Rules. The board may prescribe the procedures by which the county's appointed bodies operate, subject to any statutory provisions applicable to particular bodies. In the absence of rules adopted by the board, an appointed body may promulgate its own procedural rules, so long as they are in keeping with any relevant statutory provisions and generally accepted principles of parliamentary procedure.

#### Part XI. Miscellaneous

##### Rule 39. Amendment of the Rules

These rules may be amended at any regular meeting or at any properly called special meeting for which amendment of the rules is one of the meeting's stated purposes. Any amendment to these rules must be consistent with any relevant statutes and generally accepted principles of parliamentary procedure. To be adopted, a motion to amend these rules must be approved by a majority of the board's members.

##### Rule 40. Reference to Robert's Rules of Order Newly Revised

The board shall refer to *Robert's Rules of Order Newly Revised* for guidance when confronted with a procedural issue not covered by these rules or state law. Having consulted *Robert's*, the chair shall make a ruling on the issue subject to appeal to the board under Rule 32 (Motion 1 - To Appeal a Ruling of the Presiding Officer).

#### (F-2) County Manager - Proposed Back Creek Greenway

The Town of Harrisburg has proposed construction of a new greenway along Back Creek. Part of that greenway will be located on the property occupied by Hickory Ridge Middle School and Hickory Ridge High School. The middle school property is owned by the County and the high school property is owned by Cabarrus County Schools. The Harrisburg Parks and Recreation Director, Daniel Stines, previously presented the greenway plans to the Board of Education and the Board of Commissioners. An Interlocal Agreement concerning Back Creek Greenway has already received approval by the Board of Education. In addition, the Town would also like to begin discussions concerning use of a County owned parcel on Stallings Road as parking for the greenway. A map of that property was provided.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the Interlocal Agreement between Cabarrus County, Cabarrus County Schools and the Town of Harrisburg; and authorized the County Manager to execute the agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

#### (F-3) County Manager - Raw Water Line Easement at Coddle Creek

The City of Concord leases a parcel south of the Coddle Creek Reservoir from Cabarrus County. The Coddle Creek Water Treatment Plant is located on that parcel. The lease includes rights for water lines to carry raw water from the reservoir to the treatment plant. The City is planning a new raw water line which requires additional easements on the north side of NC 73 outside of the area included in the existing lease agreement. An easement agreement and maps for permanent and temporary easements were provided.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the agreement between Cabarrus County and the City of Concord; and authorized the Chairman to execute the agreement on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

#### (F-4) Finance - Cabarrus County Courthouse Reimbursement Resolution

It is requested that the County advance its own funds to pay certain original expenditures associated with the construction of a new Cabarrus County Courthouse. Approval of the attached resolution will allow the County to pay the original expenditures then reimburse itself for the expenditures with the proceeds of the debt to be incurred by the County for the 2020 Limited Obligation Bonds.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board adopted the reimbursement resolution for the Cabarrus County Courthouse.

Resolution No. 2019-04

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE  
EXPENDITURES WITH PROCEEDS OF DEBT PURSUANT TO UNITED STATES  
DEPARTMENT OF TREASURY REGULATIONS**

BE IT RESOLVED by the Board of Commissioners of Cabarrus County:

1. The Board hereby finds, determines and declares as follows:

(a) Treasury Regulations Section 1.150-2 (the "Regulations"), promulgated by the United States Department of Treasury on June 18, 1993, prescribes certain specific procedures applicable to certain obligations issued by the County after June 30, 1993, including, without limitation, a requirement that the County timely declare its official intent to reimburse certain expenditures with the proceeds of debt to be issued thereafter by the County.

(b) The County has advanced and/or will advance its own funds to pay certain capital costs (the "Original Expenditures") associated with financing, in whole or in part, (i) the acquisition, construction, installation and equipping of one or more new buildings to be used as new court house facilities for the County, including the acquisition of necessary land and rights-of-way, (ii) various site improvements and (iii) any other improvements related to any of the foregoing (the "Courthouse Project").

(c) The funds heretofore advanced or to be advanced by the County to pay the Original Expenditures are or will be available only on a temporary basis, and do not consist of funds that were otherwise earmarked or intended to be used by the County to permanently finance the Original Expenditures.

(d) As of the date hereof, the County reasonably expects that it will reimburse itself for such Original Expenditures with the proceeds of debt to be incurred by the County, and the maximum principal amount of debt to be incurred with respect to the Courthouse Project is expected to be \$100 000,000.

(e) All Original Expenditures to be reimbursed by the County were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursement must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Courthouse Project was placed in service or abandoned, but in no event more than 3 years after the Original Expenditure was paid.

2. This resolution shall take effect immediately.

Commissioner F. Blake Kiger moved to approve the passage of the foregoing resolution and Commissioner Lynn W. Shue seconded the motion, and the resolution was passed by the following vote:

Ayes: Chairman Stephen M. Morris, Vice Chairman Diane R. Honeycutt and Commissioners F. Blake Kiger, and Lynn W. Shue.

Nays: [None.]

Not Voting: Elizabeth F. Poole

**(F-5) Infrastructure and Asset Management - Design Contract and Proposed Project Schedule**

Staff provided an update on the Cabarrus County Courthouse Project at the work session and requested execution of the design contract with Silling Architects.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the contract between Cabarrus County and Silling Architects; and authorized the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

**(F-6) Library - Copier Fees**

In December 2018, the County received new copiers at all facilities. All branches of the library system received new machines that will allow patrons to make copies for materials and resources from our branches. Based on the new contract, all cost associated with making copies were taken in consideration and a new fee has been established at \$.25 cents per copy (one-sided with color

option). The old fee that was established in September 2006 was \$.15 for a single sided black and white copy, no color option was available.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the increase per the one sided copy fee to \$.25 per copy at all Library branches.

**(F-7) Sheriff's Office - Government Services Division**

The reorganization of the Sheriff's Office includes a Governmental Services Division and a Personnel Addition Request. The Sheriff of Cabarrus County has reorganized the command structure of the Sheriff's Office to include a Division Captain responsible for oversight of security and law enforcement function for all county owned facilities and grounds. Additionally, this Captain will oversee all services provided by the Sheriff's Office for Cabarrus County (Communications and Animal Control). In order to effectively carry out the increased need for security and law enforcement function associated with this new division and to fulfill the needs for the growing governmental footprint, the Sheriff requested two additional sworn personnel be added to budget year FY 2019-2020 on a recurring basis. In addition, the Sheriff requested one additional Sergeant allocation, on a recurring basis, to provide direct supervision for the new staffing. The Sheriff also requested the reallocation of two currently vacant courthouse security positions to supplement the staffing of this new division on a temporary basis to facilitate making the division operational quickly until funding is provided in FY 2019-2020, at which time the positions will revert back to courthouse security.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the allocation of two additional governmental services sworn personnel and one additional sworn Sergeant position to fulfill the needs highlighted in the summary and by the presentation provided for FY 2019-2020.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the temporary reallocation of the two sworn positions described until funding is established in the FY 2019-2020 budget for the requested personnel.

**(F-8) Sheriff's Office - Service Award of Duty Weapon**

Captain Monty Sellers will retire from the Cabarrus County Sheriff's Office on March 14, 2019. Pursuant to N.C.G.S. 20-187.2, it is requested that Captain Sellers' service weapon (Sig Sauer P320 .40 cal serial #58A173267) be designated surplus property, and awarded to Captain Sellers for a price of \$1 upon his retirement.

Lt. Aaron Swinson will retire from the Cabarrus County Sheriff's Office on March 31, 2019. Pursuant to N.C.G.S. 20-187.2, it is requested that Lieutenant Aaron Swinson's service weapon (Sig Sauer P320, .40 cal serial #58C352266) be designated surplus property and awarded to Lt. Aaron Swinson for a price of \$1 upon his retirement.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board declared service weapon (Sig Sauer P320 .40 cal Serial #58A173267) as surplus property and awarded it to Captain Monty Sellers for the price of \$1 upon his retirement.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board declared service weapon (Sig Sauer P320 .40 cal Serial #58C352266) as surplus property and awarded it to Lieutenant Aaron Swinson for the price of \$1 upon his retirement.

**(F-9) Tax Administration - Advertisement of 2018 Delinquent Taxes**

NC General Statute 105-369 requires counties to report the amount of unpaid taxes for the current year, 2018, that are liens on real property, less bankruptcies and Property Tax Commission (PTC) Appeals; and to set the advertisement date.

2018 REAL ESTATE	\$8,280,326.16
Less: Bankruptcy	\$75,468.04
	PTC Appeal \$0.00
TOTAL (January 28, 2019)	\$8,204,858.12

Requested Date of Advertisement of Tax Liens: March 24, 2019

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the report for the 2018 outstanding tax balances that are a lien on real property and ordered the Tax Administrator to advertise these liens in the Independent Tribune on March 24, 2019.

ORDER OF THE BOARD OF COUNTY COMMISSIONERS  
IN ACCORDANCE WITH N.C.G.S. 105-369

State of North Carolina  
County of Cabarrus

TO: David Thrift, Tax Administrator of Cabarrus County

You are hereby authorized, empowered and commanded to advertise tax liens on real property for failure to pay 2018 property taxes. You shall advertise said liens by posting a notice of liens at the county courthouse and by publishing each lien at least one time in a newspaper having general circulation in the taxing unit. Advertisement of the liens shall be made on Sunday March 24, 2019.

This order shall be a full and sufficient authority to direct, require and enable you to advertise said liens in accordance with North Carolina General Statute 105-369. Witness my hand and official seal, this 18th day of February, 2019.

/s/ Stephen M. Morris  
Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

Attest:

/s/ Lauren Linker  
Lauren Linker  
Clerk to the Board of County Commissioners

**(F-9) Tax Administration - Refund and Release Reports - January 2019**

The Release Report contains taxpayers' names, bill numbers, valuations, tax amounts, along with the justifications for releasing the valuation/tax amounts for outstanding levies in accordance with N.C.G.S. 105-381. The Refund Report is a summary sheet which lists data from each refund request form, along with the justification for the refunds to the taxpayers in accordance with N.C.G.S. 105-381.

Note: Due to the transition of motor vehicles onto the new North Carolina Vehicle Tax System (NCVTS), motor vehicle-related refunds and releases will begin to be displayed on the new report generated by NCVTS.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board approved the January 2019 Refund and Release Reports as submitted, including the NCVTS Refund Report, and granted authority to the Tax Collector to process the refunds and releases. The report is hereby incorporated into the minutes by reference and is on file with the Clerk to the Board.

**(G) NEW BUSINESS**

**(G-1) DHS - Transportation 5310 Elderly and Handicapped Grant - Public Hearing 6:30 p.m.**

Bob Bushey, Department of Human Services, Transportation Manager, reported the City of Concord North Carolina is the designated recipient of the Federal 5310 Elderly and Handicapped Grant. Cabarrus County Transportation has been awarded funding from this Grant by the City of Concord. The total Grant amount of \$170,182 will be used to fund transportation for the elderly population within the urban area of Cabarrus County. There is a 50 percent match of \$85,091. Mr. Bushey stated the match will be made with funding from the 5310 portion of the ROAP (Rural Operating Assistance Program) as well as the HCCBG (Home Care Community Block Grant).

Chairman Morris opened the public hearing at 7:05 p.m. The Public Hearing Notice was published in English and Spanish on February 8, 2019 in *The Independent Tribune*. The public hearing notice was also posted on the County's website ([www.cabarruscounty.us](http://www.cabarruscounty.us)) in English and Spanish on February 5, 2019 in accordance with Article 2, Administration, Section 2.1 (Use of Electronic Means to Provide Public Notices) of the Cabarrus County Code of Ordinances.

There was no one present to address the Board; therefore, Chairman Morris closed the public hearing.

**UPON MOTION** of Commissioner Shue, seconded by Vice Chairman Honeycutt and unanimously carried, the Board accepted the grant and authorized the budget officer to prepare an appropriate budget amendment if needed.

Note: A budget amendment was not needed.

**(G-2) County Manager - Cabarrus County Schools Calendar Flexibility Resolution**

Mike Downs, County Manager, stated the Cabarrus County School Board approved the following resolution and has requested the County also approve the resolution in support for local calendar flexibility for the Cabarrus County Board of Education.

Chairman Morris read the resolution aloud.

A brief discussion ensued.

**UPON MOTION** of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board approved the resolution.

Resolution No. 2019-05

RESOLUTION SUPPORTING  
LOCAL CONTROL OF SCHOOL CALENDARS

WHEREAS, North Carolina General Statutes give local boards of education powers of supervision and control of local school systems; and

WHEREAS, local control over establishing school calendars should be an integral component of school system supervision and administrative powers with which local boards of education are vested; and

WHEREAS, in 2004 the North Carolina General Assembly legislated control of setting school calendars and imposed a single statewide system on how school calendars are set; and

WHEREAS, the current calendar system sets school start dates no earlier than the Monday closest to August 26, and end dates no later than the Friday closest to June 11; and

WHEREAS, Cabarrus County Schools has implemented two successful local Early College programs which directly benefit student learning and outcomes, yet must operate on a calendar different from other high schools in order to align with the Community College; and this calendar discrepancy causes hardships to family vacations including visits to North Carolina tourist locations; and

WHEREAS, the State's mandated late August start date means high schools do not complete the first semester until mid to late January; and

WHEREAS, current statutes force Cabarrus high school students to take first semester exams after the winter break which negatively impacts test scores; and

WHEREAS, the second semester for high schools starts two to three weeks later than community college and university schedules; and

WHEREAS, the calendar misalignment severely restricts high school students and recent winter graduates from taking courses at a nearby community college or university during the second semester; and deprives parents of opportunities to save tuition costs as their students earn transferable college credits; and

WHEREAS, exams for Advanced Placement and International Baccalaureate classes must be conducted on the same day nationwide, and the current calendar North Carolina law shortens the amount of time North Carolina's students have to learn the material before the nation-wide test day; and

WHEREAS, constrictive state mandates on local calendar needs constrain the local Administration's opportunities to manage classroom instructional hours for the greatest advantage to students; and

WHEREAS, major hurricanes and severe winter snow storms have caused Cabarrus County schools to miss 10 school days over the past 1.5 school years; and over eight school start-time delays of two or more hours.

WHEREAS, schedules for fall sport and band extracurricular have not changed to coincide with the State-mandated school calendar; and

WHEREAS, local boards of education and District staff are best equipped to understand how to balance meeting the community's needs and maximize student success; and

WHEREAS, restoring local control of school calendars will allow local boards of education to meet calendar needs and preferences of the families, educators, and businesses in Cabarrus County while allowing for innovative experimental approaches to improve student achievement,

THEREFORE, be it resolved that the Cabarrus County Board of Education and the Cabarrus County Board of Commissioners request that the North Carolina House and Senate pass legislation allowing calendar flexibility for Cabarrus County Schools.

Adopted by the Cabarrus County Board of Education on February 11, 2019.

Adopted by the Cabarrus County Board of Commissioners this 18<sup>th</sup> day of February, 2019.

/s/ Stephen M. Morris  
Stephen M. Morris, Chairman  
Board of Commissioners

Attest:

/s/ Lauren Linker  
Lauren Linker, Clerk to the Board

#### **(G-3) County Manager - Kannapolis Sidewalk Easement**

Jonathan Marshall, Deputy County Manager, reported a request was received from the City of Kannapolis to bring this request to the Board tonight. The City has an opening bid tomorrow for the Harding Avenue Sidewalk Project; funded through a Community Development Block Grant to improve the city's safe routes to school infrastructure. Mr. Marshall advised during the City's process, it was discovered a portion of the property is owned by the County. The City is requesting permanent and construction easements for the installation of a sidewalk on property owned by Cabarrus County. The project will install 655 linear feet of 7-foot concrete sidewalk and improve curb ramps for accessibility to a high school and elementary school. The appropriated funds must be spent by May 2<sup>nd</sup> according to the terms of the grant.

**UPON MOTION** of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the Board approved the easements between Cabarrus County and the City of Kannapolis; and authorized the County Manager to execute the easement document on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

#### **(H) APPOINTMENTS TO BOARDS AND COMMITTEES**

##### **(H-1) Appointments - Active Living and Parks Commission**

The Active Living and Parks Commission voted unanimously to recommend the Boards' consideration to appoint Sara Newell to the Kannapolis Planning district seat. Ms. Newell lives less than a mile outside the Kannapolis property district and has a Kannapolis address. The Active Living and Parks Commission is requesting an exception to the "residency" provision of the Appointment Policy due to the length of time this seat has been vacant.

**UPON MOTION** of Vice Chairman Honeycutt, seconded by Commissioner Kiger and unanimously carried, the Board appointed Sara Newell to the Active Living and Parks Commission for a three-year term ending January 31, 2022; including an exception to the "residency" provision of the Appointment Policy.

##### **(H-2) Appointments - Adult Care Home Community Advisory Committee**

Helen McInnis has completed her orientation class, been certified by the State Ombudsman and is now eligible to be appointed to the Adult Care Home Community Advisory Committee. Ms. McInnis also serves on the Board of Equalization and Review. An exception to the "service on multiple boards" provision of the Appointment Policy will be needed for her.

**UPON MOTION** of Commissioner Kiger, seconded by Commissioner Shue and unanimously carried, the Board appointed Helen McInnis to the Adult Care Home Community Advisory Committee for an initial one-year term ending February 29,

2020; including an exception to the "service on multiple boards" provision of the Appointment Policy.

**(H-3) Appointments - Firemen's Relief Fund Trustees**

The Cabarrus County Volunteer Fire Departments have submitted the following individuals for appointment/reappointment as Firemen's Relief Fund Trustees\*:

<u>Volunteer</u>	<u>Department</u>
Chris Whiting	Allen
Raymond N. Blackwelder, Jr.	Cold Water
Artie Craig	Flowes Store
Nicole Beaver	Georgeville
Tim Wooten	Harrisburg
Darrell Page	Midland
Betty White	Mount Mitchell
Lori Furr	Mount Pleasant Rural
Richard V. Bergeron, II	North East
Jacob Williams	Odell
Kelly Ritchie	Rimer

\* These appointments are exempt from the County Appointment Policy. Recommendations are submitted by each of the respective volunteer fire departments.

**UPON MOTION** of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board appointed Chris Whiting (Allen), Lori Furr (Mount Pleasant Rural), and Kelly Ritchie (Rimer); and reappointed Raymond N. Blackwelder, Jr. (Cold Water), Artie Craig (Flowes Store), Nicole Beaver (Georgeville), Tim Wooten (Harrisburg), Darrell Page (Midland), Betty White (Mount Mitchell), Richard V. Bergeron, II (North East), and Jacob Williams (Odell) to the Firemen's Relief Fund Trustees for two-year terms ending January 31, 2021.

**(H-4) Appointments and Removals - Home and Community Care Block Grant Advisory Committee**

The terms of appointment for Home and Community Care Block Grant Advisory Committee members Tim Lowder, Betty Babb and Mary Whittmann expired December 31, 2018.

At the Home and Community Care Block Grant Advisory Committee meeting on November 19, 2018, the committee voted unanimously to have all three members serve another term. A letter of recommendation is included in the agenda. Ms. Babb and Ms. Whittmann are both willing to serve another term. Ms. Babb has served on this committee since 2009. An exception to the "length of service" provision of the Appointment Policy will be needed for her. Mr. Lowder has declined serving another term due to other work commitments.

**UPON MOTION** of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the Board removed Tim Lowder from the Home and Community Care Block Grant Advisory Committee and thanked him for his service.

**UPON MOTION** of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board reappointed Betty Babb and Mary Whittmann to the Home and Community Care Block Grant Advisory Committee for three-year terms ending December 31, 2021; including an exception to the "length of service" provision of the Appointment Policy for Ms. Babb.

**(I) REPORTS**

**(I-1) Active Living and Parks Department - FY17-18 Annual Report**

The Board received the Active Living and Parks FY 17-18 Annual Report for informational purposes as part of the Agenda. No action was required of the Board.

**(I-2) BOC - Receive Updates from Commission Members Who Serve as Liaisons to Municipalities or on Various Boards/Committees**

Vice Chairman Honeycutt, liaison for the Department of Human Services Board, announced Food and Nutritional Services Program have been fully funded

through September 30, 2019. Recipients will receive e-mails and robo-calls regarding March and April staggered issuances of benefits to ensure no recipients go beyond 60 days from the early issuance done on January 20th.

Vice Chairman Honeycutt, Senior Centers Advisory Council liaison, announced the Senior Health and Wellness Expo will be held on Wednesday, March 13th from 10:30 a.m. to 2:30 p.m. at the Cabarrus Arena and Events Center; a What-Not Variety Show will be held on Sunday, March 17th at 3:00 p.m. at the Senior Center with entertainment providing benefits to the Cabarrus County Senior Centers Scholarship Fund; a Dress to the Nine Fashion Show will be held March 19th at 6:00 p.m. at the Senior Center; the Cabarrus Senior Games are coming up – competition of more than 70 sports and arts categories for persons 50 and older; for more information on these events and to attend a free clinic Friday, March 8th at 1:30 p.m. check out the Cabarrus County website.

Commissioner Kiger announced County events are posted on the Cabarrus County Twitter account. He recommended citizens follow the County's Twitter account to keep updated on upcoming events.

Commissioner Shue, liaison to the Town of Midland, announced the Midland Library Ribbon Cutting Ceremony will be held at 6:00 p.m. on Tuesday, February 26th.

#### **(I-3) Board of Commissioners - Request for Applications for County Boards/Committees**

Applications are being accepted for the following County Boards/Committees:

- Adult Care Home Community Advisory Committee - 10 Vacant Positions
- Agricultural Advisory Board - 2 Expired Terms
- Cabarrus County Animal Protection Advisory Board - 1 Vacant Position
- Cabarrus County Planning and Zoning Commission - 2 Vacant Positions (Alternates)
- Concord Planning and Zoning Commission (ETJ) - 1 Vacant Position
- Home and Community Care Block Grant Committee - 1 Expired Term
- Juvenile Crime Prevention Council - 1 Vacant Position (Student Under 18)
- Mount Pleasant Planning Board and Board of Adjustment - 1 Vacant Position (Alternate)
- Nursing Home Community Advisory Committee - 7 Vacant Positions
- Transportation Advisory Board - 3 Vacant Positions (Midland, NC Mental Health and Clergy)
- Watershed Improvement Commission - 1 Expired Term
- Youth Commission - 6 Vacant Positions (A.L. Brown, Concord, Jay M. Robinson, Mount Pleasant, and Northwest Cabarrus High Schools)

Chairman Morris urged citizens to consider participating on a Board or Committee.

#### **(I-4) Cabarrus County Tourism Authority FY18 Year End Financials**

The Board received the Cabarrus County Tourism Authority's FY18 Year End Financials for informational purposes as part of the Agenda. No action was required of the Board.

#### **(I-5) County Manager - Monthly Building Activity Reports**

The Board received the Cabarrus County Construction Standards Dodge Report for January 2019 and the Cabarrus County Commercial Building Plan Review Summary for January 2019 for informational purposes as part of the Agenda. No action was required of the Board.

#### **(I-6) County Manager - Monthly New Development Report**

The Board received the monthly new development report for informational purposes. No action was required of the Board.

#### **(I-7) Economic Development Corporation - January 2019 Monthly Summary Report**

The Board received the Cabarrus Economic Development Corporation (EDC) monthly report for the month of January 2019 as part of the Agenda. No action was required of the Board.

#### **(I-6) Finance - Monthly Financial Update**

The Board received the monthly financial update report for informational purposes. No action was required of the Board.

**(J) General Comments by Board Members**

Commissioner Shue, announced the ribbon cutting ceremony for the new Parking Deck will be held on February 27<sup>th</sup> at 4:00 p.m.

Chairman Morris commented on his positive experience while attending the recent School of Government Seminar for City and County leaders. He expressed his appreciation for the collaboration among all the municipalities within Cabarrus County and the County and the work of County staff.

**(K) WATER AND SEWER DISTRICT OF CABARRUS COUNTY**

None.

**(L) CLOSED SESSION**

**(L-1) Closed Session - Pending Litigation and Personnel Matters**

**UPON MOTION** of Vice Chairman Honeycutt, seconded by Commissioner Shue and unanimously carried, the Board moved to go into closed session to discuss matters related to pending litigation and personnel as authorized by NCGS 143-318.11(a)(3) and (6).

**UPON MOTION** of Vice Chairman Honeycutt seconded by Commissioner Shue and unanimously carried, the Board moved to come out of closed session.

**Return to Open Session**

A discussion ensued regarding the libraries and their needs.

**(M) ADJOURN**

**UPON MOTION** of Commissioner Shue, seconded by Commissioner Kiger and unanimously carried, the meeting adjourned at 8:13 p.m.

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Lauren Linker, Clerk to the Board

The Board of Commissioners for the County of Cabarrus met for a Board Retreat in the Multipurpose Room at the Cabarrus County Governmental Center in Concord, North Carolina at 4:00 p.m. on Friday, February 22, 2019.

Present - Chairman:	Stephen M. Morris
Vice Chairman:	Diane R. Honeycutt
Commissioners:	F. Blake Kiger
	Elizabeth F. Poole
	Lynn W. Shue

Also present were Mike Downs, County Manager; Pam Dubois, Senior Deputy County Manager; Jonathan Marshall, Deputy County Manager; Kyle Bilafer, Area Manager of Operations; Lauren Linker, Clerk to the Board; Michael Miller, Infrastructure and Asset Management Director; Debbie Brannan, IT Chief Information Officer; Robbie Furr, County Extension Director; David Baxter, Cable Television General Manager; Byron Haigler, Active Living and Parks Assistant Director; Londa Strong, Active Living and Parks Director; Karen Calhoun, Department of Human Services Director; Kate Sharpe, Fair and Events Director; Emery Ortiz, Library Director; David Thrift, Tax Administrator; Van Shaw, Cabarrus County Sheriff; Jimmy Lentz, Emergency Medical Services Director; Bobby Smith, Emergency Management Director; Kristin Jones, Budget and Performance Manager; Lauren Tayara, Budget Analyst; and Kelly Sifford, Planning and Development Director.

Also present: Jeff Michael, Director, University of North Carolina Charlotte Urban Institute and Craig Lamb, Rowan-Cabarrus Community College Vice President, Division of Corporate and Continuing Education.

Commissioner Poole arrived at 4:35 p.m. and left the meeting as the board broke for dinner at 5:56 p.m.

Chairman Morris called the meeting to order at 4:09 p.m.

#### Welcome, Introductions and Overview

County Manager Mike Downs welcomed staff and guests. He then recognized Jeff Michael who was the guest speaker and provided an overview for the meeting.

Introductions were made by all in attendance.

#### Regional Economist Forecast

Jonathan Marshall, Deputy County Manager provided a brief bio as an introduction of Jeff Michael, Director, University of North Carolina Charlotte Urban Institute.

Mr. Michael presented an economic forecast of Cabarrus County via a PowerPoint presentation titled "Cabarrus County Overview." Topics included: regional focus, regional population growth, relative income over time, population growth and projections, commuting patterns, population change 2000-2017, median household income, median home value, and jobs and emerging trends. As part of the presentation, a video was introduced titled "Carolinas Urban-Rural Connection Project". The video highlighted the research and work being done to connect the urban and rural areas within the region for economic benefit. There was discussion throughout the presentation.

#### Dinner Break

The Board took a dinner break at 5:56 p.m. The meeting resumed at 6:45 p.m.

#### Leadership/Team Building Activity

Jeff Michael, Director, University of North Carolina Charlotte Urban Institute, led a team building exercise and discussion that reviewed Cabarrus County 30 years ago, where the County is now, what will the County look like in 30 years, and how do we get there.

#### Wrapping Up and Reflections on the Day

Mike Downs, County Manager, thanked everyone for participating in today's retreat and gave a preview of activities planned for the next day.

#### Recess

**Chairman Morris** recessed the meeting at 7:41 p.m. until 8:00 a.m. Saturday, February 23, 2019 in the Multipurpose Room at the Cabarrus County Governmental Center.

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Lauren Linker, Clerk to the Board

DRAFT

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Approval of the Agenda

**SUBJECT:**

BOC - Changes to the Agenda

**BRIEF SUMMARY:**

A list of changes to the agenda is attached.

**REQUESTED ACTION:**

Motion to approve the agenda as amended.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS  
CHANGES TO THE AGENDA  
MARCH 18, 2019**

**ADDITIONS:**

**Recognitions and Presentations**

**C-4 Proclamation – Warren Clay Coleman**

**Closed Session**

**K-1 Closed Session – Pending Litigation**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

---

**AGENDA CATEGORY:**

Recognitions and Presentations

**SUBJECT:**

Proclamation - National Donate Life Month April 2019

**BRIEF SUMMARY:**

The following proclamation declares April as "National Donate Life Month" and urges county residents to give serious thought to the importance of eye, organ and tissue donation, and to join the north Carolina Donor Registry.

The "Donate Life America" flag will be flown at the Governmental Center during the month of April to raise awareness of this important initiative.

**REQUESTED ACTION:**

Motion to adopt the proclamation.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda.

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**ATTACHMENTS:**

- Proclamation



**PROCLAMATION  
NATIONAL DONATE LIFE MONTH 2019**

**WHEREAS**, more than 114,000 men, women and children in the United States currently need life-saving organ transplants and more than 3,000 of those people are North Carolinians; and

**WHEREAS**, an average of 22 people awaiting transplants die each day because there is a severe shortage of donated organs; and

**WHEREAS**, every 10 minutes, another name is added to the national transplant waiting list; and

**WHEREAS**, providing facts about donation and dispelling misinformation and myths are key to increasing the number of people who sign up as donors; and

**WHEREAS**, the North Carolina Division of Motor Vehicles (NC DMV) plays a critical role with over five million North Carolinians in the state's donor registry having registered when receiving a driver's license or state ID card; and

**WHEREAS**, one organ donor can save the lives of up to eight people and improve many more lives through tissue and cornea donation; and

**WHEREAS**, North Carolinians are encouraged to get the facts about donation, discuss their wishes with their family and sign up as donors via the NC DMV or online at [www.donatelifenc.org/register](http://www.donatelifenc.org/register); and

**WHEREAS**, Residents of Cabarrus County have been touched by donation as recipients of life-saving transplants and as members of donor families who have literally given others a second chance at life; and

**NOW, BE IT RESOLVED**, we, the members of the Cabarrus Board of County Commissioners do hereby proclaim the month of April, 2019 to be

**NATIONAL DONATE LIFE MONTH**

In Cabarrus County and urge our residents to give serious thought to the importance of eye, organ and tissue donation and to consider joining the North Carolina Donor Registry and further, to notify their family members that they have done so.

Adopted this 18<sup>th</sup> day of March 2019.

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Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Recognitions and Presentations

**SUBJECT:**

Presentation - Extension and Community Association

**BRIEF SUMMARY:**

Pam Outen (Family and Consumer Science Extension Agent) and Pat Wickliff (Extension and Community Association President) would like to make a presentation before the Board of Commissioners to celebrate the ECA Achievement Recognition held Saturday, February 23. Part of this presentation will include their annual volunteer hours "check" to the county.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Pam Outen, Family and Consumer Science Extension Agent  
Cooperative Extension

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda.

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Recognitions and Presentations

**SUBJECT:**

Communications and Outreach – Excellence in Communications Awards

**BRIEF SUMMARY:**

Cabarrus County's Communications and Outreach department earned recognition at the 2018 Savvy Communications Awards, held by the City-County Communications and Marketing Association (3CMA).

The Savvy Awards recognize outstanding local government achievements in communications, public-sector marketing and citizen-government relationships. The Savvies salute skilled and effective city, county, agency or district professionals who have creatively planned and carried out successful innovations in communications and marketing.

More than 700 entries in 40 categories were submitted for the 2018 competition.

Cabarrus County Government received a first place award in the category of printed publications—external publications for “Journeys Magazine,” which uses personal stories, expert tips and resources to improve the quality of life of Cabarrus County seniors.

Judges praised Journeys as engaging and easy to read with stories of interest to the target audience. They also credited the publications consistent flow of content and graphic elements.

**REQUESTED ACTION:**

No action required.

**EXPECTED LENGTH OF PRESENTATION:**

15 Minutes

**SUBMITTED BY:**

Jonathan Marshall, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda.

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## CABARRUS COUNTY

### BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Recognitions and Presentations

**SUBJECT:**

Proclamation - Warren Clay Coleman

**BRIEF SUMMARY:**

The following proclamation is in Honor of Warren Clay Coleman.

**REQUESTED ACTION:**

Motion to adopt the proclamation.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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**ATTACHMENTS:**

- Proclamation - Warren Coleman



**A PROCLAMATION IN HONOR OF WARREN CLAY COLEMAN**

**WHEREAS**, Warren Clay Coleman a lifelong citizen of Cabarrus County (March 25, 1849 – March 31, 1904); and

**WHEREAS**, Mr. Coleman was born into slavery in 1849, he went on to be educated at Howard University where he studied business; and

**WHEREAS**, by 1900 Warren Coleman had become the wealthiest African American in the state of North Carolina; and

**WHEREAS**, he owned and operated Coleman Manufacturing Company in Concord, NC as well as other retail businesses, homes and farms throughout the county; and

**WHEREAS**, Warren Coleman became a community leader changing the social, political, and economic environment of Cabarrus County; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Cabarrus County Board of Commissioners hereby pays tribute to

**Warren Clay Coleman**

recognizing his progressive and entrepreneurial life in Cabarrus County.

Adopted this 18<sup>th</sup> day of March, 2019.



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Stephen M. Morris, Chairman  
Cabarrus County Board of Commissioners

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Lauren Linker, Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Appointments - Adult Care Home Community Advisory Committee

**BRIEF SUMMARY:**

Andrea Johnson has completed her orientation class, been certified by the State Ombudsman and is now eligible to be appointed to the Adult Care Home Community Advisory Committee.

**REQUESTED ACTION:**

Motion to appoint Andrea Johnson to the Adult Care Home Community Advisory Committee for an initial one-year term ending March 31, 2020.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Laurie Abounader, Regional Ombudsman

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Roster
- Applications on File

ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE  
(Formerly Domiciliary Home Community Advisory Committee)  
3-Year Term  
17-Member Board

**Ed Burns** **APPOINTMENT:** **05/18/09**  
**4222 Mackenzie Court** **REAPPOINTMENT:** **06/21/10**  
**Concord, NC 28027** **REAPPOINTMENT:** **05/20/13**  
 **REAPPOINTMENT:** **03/21/16\***  
 **TERM EXPIRING:** **05/31/19**

**Jack Boyer** APPPOINTMENT: 08/17/09  
401 Falcon Drive REAPPOINTMENT: 08/16/10  
Concord, NC 28025 REAPPOINTMENT: 10/21/13  
REAPPOINTMENT: 09/19/16  
TERM EXPIRING: 08/31/19

**Sandra Miller** **APPOINTMENT:** 07/18/11  
1120 Brigadoon Court **REAPPOINTMENT:** 07/16/12  
Concord, NC 28025 **REAPPOINTMENT:** 08/17/15  
                          **REAPPOINTMENT:** 08/20/18\*  
                          **TERM EXPIRING:** 07/31/21

Diamond Staton-Williams 6626 Burkwood Court Harrisburg, NC 28075 APPOINTMENT: 07/21/14 REAPPOINTMENT: 08/17/15 REAPPOINTMENT: 08/20/18 TERM EXPIRING: 07/31/21

**Toni Swick** **APPOINTMENT:** **04/20/15**  
**687 Journey Street SW** **REAPPOINTMENT:** **03/21/16\***  
**Concord, NC 28025** **TERM EXPIRING:** **04/30/19**

Diane Carlson 4429 Turnberry Court Concord, NC 28027 APPOINTMENT: 10/19/15 REAPPOINTMENT: 09/19/16 TERM EXPIRING: 10/31/19

**Helen McInnnis** **APPOINTMENT:** **02/18/19\***  
**5517 Hammermill Drive**  
**Harrisburg, NC 28075** **TERM EXPIRING:** **02/29/20**

(10 VACANT Positions)  
\* Exception to Appointment Policy

**Adult Care Home Community Advisory Committee**

Applications on File  
February 27, 2019

Andrea Johnson

2888 Watercrest Drive NW

Concord, NC 28027



# CABARRUS COUNTY

## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

---

**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Appointments - Agricultural Advisory Board

**BRIEF SUMMARY:**

The terms of appointment on the Agricultural Advisory Board for Eddie Moose and Tommy Barbee expired January 31, 2019. Both are willing to serve another term. A letter of recommendation regarding their reappointment is included in the agenda. Both have served since 2010. An exception to the "length of service" provision of the Appointment Policy will be needed for them.

**REQUESTED ACTION:**

Motion to reappoint Eddie Moose and Tommy Barbee to the Agriculture Advisory Board for three-year terms ending January 31, 2022; including an exception to the "length of service" provision of the Appointment Policy for Mr. Moose and Mr. Barbee.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Robert Furr, County Extension Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Recommendation Letter
- Roster
- Applications on File

February 6, 2019

TO: Cabarrus County Board of Commissioners



FROM: Robert B. Furr  
County Extension Director

SUBJECT: Ag Advisory Board Term Renewals

I am recommending term renewals for Eddie Moose and Tommy Barbee on the Agricultural Advisory County through January 31, 2022.

Both members have terms that ended January 31, 2019.

I have personally spoken with both members and have received verbal commitment to renew their terms.

AGRICULTURAL ADVISORY BOARD

7-Members  
3-year terms  
(Initial Terms Staggered)

**Louis Suther**  
6200 Gold Hill Road  
Concord, NC 28025

APPOINTMENT: 01/23/06  
REAPPOINTED: 03/24/08  
REAPPOINTED: 03/21/11  
REAPPOINTED: 04/21/14\*  
REAPPOINTED: 02/20/17\*  
TERM EXPIRING: 01/31/20

**Thomas E. Porter, Jr.**  
4455 Mt. Pleasant Road, S  
Concord, NC 28025

APPOINTMENT: 03/19/12  
REAPPOINTED: 01/20/15  
REAPPOINTED: 03/19/18\*  
TERM EXPIRING: 01/31/21

**Leslie Cook**  
1495 Old Salisbury Concord Road  
Concord, NC 28025

APPOINTMENT: 03/19/12  
REAPPOINTED: 01/20/15  
REAPPOINTED: 03/19/18\*  
TERM EXPIRING: 01/31/21

**Thomas E. Barbee**  
1000 Shelton Road  
Concord, NC 28027

APPOINTMENT: 02/15/10  
REAPPOINTED: 01/22/13  
REAPPOINTED: 03/21/16\*  
TERM EXPIRING: 01/31/19

**Eddie S. Moose**  
101 Little Bear Creek Road  
Mt. Pleasant, NC 28124

APPOINTMENT: 02/15/10  
REAPPOINTED: 01/22/13  
REAPPOINTED: 03/21/16\*  
TERM EXPIRING: 01/31/19

**Wendy Austin-Sellers**  
3600 Wendy Lane  
Concord, NC 28027

APPOINTMENT: 04/21/14  
REAPPOINTED: 02/20/17  
TERM EXPIRING: 01/31/20

**Bob Blackwelder**  
1865 Walker Road  
Mt. Pleasant, NC 28124

APPOINTMENT: 03/21/11  
REAPPOINTED: 04/21/14  
REAPPOINTED: 02/20/17\*  
TERM EXPIRING: 01/31/20

\*Exception to the "length of service" provision of the Appointment Policy was granted.

Note: The Agricultural Advisory Board meets at 10:00 a.m. on the 4<sup>th</sup> Thursday of each month at the Cooperative Extension office.

Agricultural Advisory Board  
Applications on File  
February 6, 2019

Thomas Barbee*	Current Member	1000 Shelton Road	Concord, NC 28027
Marjorie Benbow		524 Elizabeth Lee Drive NE	Concord, NC 28027
Sabrina Doiel		10231 Montrose Drive	Charlotte, NC 28269
Eddie Moose*	Current Member	101 Little Bear Creek Road	Mt. Pleasant, NC 28124

\*An exception to the "length of service" provision of the Appointment Policy will be needed.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Appointments - Mental Health Advisory Board

**BRIEF SUMMARY:**

An application to serve on the Mental Health Advisory Board as a Cabarrus County Schools representative has been received from Amy Jewell. John Basilice currently serves in this capacity, but will be moving to the secondary position.

**REQUESTED ACTION:**

Motion to appoint Amy Jewell to the Mental Health Advisory Board to complete an unexpired term ending December 31, 2020.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Jodi Ramirez, Law Enforcement Liaison/ Project Administration

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Roster
- Applications on File

**MENTAL HEALTH ADVISORY BOARD**

**25-Member Board**

<b><u>PRIMARY MEMBER</u></b>	<b><u>SECONDARY</u></b>	<b><u>REPRESENTING</u></b>	<b><u>TERM OF APPOINTMENT</u></b>
Ashlie Shanley 77 Union Street S Concord, NC 28025	Beth Street	District Attorney's Office	APPOINTMENT: 03/20/17 TERM EXPIRING: 12/31/19
Christy Wilhelm P.O. Box 70 Concord, NC 28026	Steve Grossman	Local Judge	APPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20
H. Jay White, Sr. 5601 Meadow Bluff Ct. Concord, NC 28027		Local Attorney	APPOINTMENT: 08/21/17 TERM EXPIRING: 12/31/19
Mitzi Quinn 2550 Walker Road Mt. Pleasant, NC 28124	Alice Lawson	NC DPS - Adult Probation & Department of Juvenile Justice	APPOINTMENT: 06/19/17 (unexpired) TERM EXPIRING: 12/31/19
Van Shaw P.O. Box 707 Concord, NC 28026		Cabarrus County Sheriff's Office	APPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20
Gary Gacek 41 Cabarrus Avenue W Concord, NC 28025	Jimmy Hughes	Concord Police Department	APPOINTMENT: 03/20/17 TERM EXPIRING: 12/31/19
Terry Spry 1429 Trotters Ridge Kannapolis, NC 28081	Terry Clanton	Kannapolis Police Department	APPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20
Elizabeth Poole PO Box 707 Concord, NC 28026		County Commissioner	APPOINTMENT: 02/20/17 REAPPOINTMENT: 12/18/17 REAPPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20
William Dusch P.O. Box 308 Concord, NC 28026	Lloyd Payne	Mayor/City Council Concord	APPOINTMENT: 02/19/18 (unexpired) TERM EXPIRING: 12/31/19

Steve Sciascia P.O. Box 100 Harrisburg, NC 28075	Benita Conrad	Mayor/City Council Harrisburg	APPOINTMENT: 03/20/17 REAPPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20
Darrell Hinnant 401 Laureate Way Kannapolis, NC 28081	Mike Legg	Mayor/City Council Kannapolis	APPOINTMENT: 03/20/17 TERM EXPIRING: 12/31/19
John Crump P.O. Box 589 Midland, NC 28107	Doug Paris	Mayor/City Council Midland	APPOINTMENT: 09/18/17 (unexpired) REAPPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20
Del Eudy P.O. Box 1017 Mt. Pleasant, NC 28124	Randy Holloway	Mayor/City Council Mount Pleasant	APPOINTMENT: 03/20/17 TERM EXPIRING: 12/31/19
John Basilice 6627 Burkwood Court Harrisburg, NC 28075	Amy Jewell	Cabarrus County Schools	APPOINTMENT: 03/20/17 REAPPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20
Jessica Grant 818 Waverly Court NE Concord, NC 28025		Kannapolis City Schools	APPOINTMENT: 03/20/17 TERM EXPIRING: 12/31/19
Reid Thornburg 4855 Milestone Avenue Kannapolis, NC 28081	Laurie Whitson	Cardinal Innovations Health Care	APPOINTMENT: 03/20/17 REAPPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20
William Pilkington 583 Penelope Place NE Concord, NC 28025	Marcella Beam	Cabarrus Health Alliance	APPOINTMENT: 03/20/17 TERM EXPIRING: 12/31/19
Karen Calhoun* DHS 1303 S Cannon Blvd. Kannapolis, NC 28083	Cheryl Harris	Department of Human Services	APPOINTMENT: 02/19/18 (unexpired) REAPPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20
Rebecca True 284 Executive Park Dr. Suite 100 Concord, NC 28025	Jean Tillman	Local Providers	APPOINTMENT: 03/20/17 TERM EXPIRING: 12/31/19
Tri Tang (CHS) 920 Church Street N Concord, NC 28025	Jessica Castrodale	Local Providers	APPOINTMENT: 03/20/17 REAPPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20

Dr. Roderick Lilly P.O. Box 49003 Charlotte, NC 28277	Local Psychologist	APPOINTMENT: 06/19/17 TERM EXPIRING: 12/31/19
Jon McKinsey 892 Craigmont Lane NW Concord, NC 28027	Local Psychiatrist	APPOINTMENT: 03/20/17 TERM EXPIRING: 12/31/19
Justin Brines 793 Crestmont Drive Concord, NC 28025	Jimmy Lentz Emergency Medical Services	APPOINTMENT: 06/18/18 TERM EXPIRING: 06/30/20
Georgia Lozier 14 Union Street N #306 Concord, NC 28025	At-large	APPOINTMENT: 03/20/17 REAPPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20
Alan Thompson 3688 Camp Julia Road Kannapolis, NC 28083	At-large	APPOINTMENT: 03/20/17 TERM EXPIRING: 12/31/19
David Wall*^ 415 N Bruton Drive Candor, NC 27229	Gayle Alston At-large	APPOINTMENT: 06/19/17 (unexpired) REAPPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/20

The Mental Health Advisory Board was created per a resolution adopted by the Board of Commissioners on October 17, 2016.

An Emergency Medical Services position was added to the roster by Board approval on June 18, 2018.

\*Exception to the "residency" provision of the Appointment Policy.

^Exception to the "service on multiple boards" provision of the Appointment Policy

**MENTAL HEALTH ADVISORY BOARD**

Applications on File  
February 11, 2019

Janet Kraft	2132 Radcliff Avenue	Charlotte, NC 28207
Jamica La Franque*	3852 French Fields Lane	Harrisburg, NC 28075
Amy Jewell	9287 Naron Lane	Harrisburg, NC 28075
Ingrid Nurse	3967 Alleghany Street NW	Concord, NC 28027

\* An exception to the “service on multiple boards” provision of the Appointment Policy would be needed.

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Appointments - Nursing Home Community Advisory Committee

**BRIEF SUMMARY:**

Nursing Home Community Advisory Committee Board members Sylvia Currie-Johnson and Karen Thompson have terms expiring in March and April. Both would like to serve another term. Each have served since 2009. An exception to the "length of service" provision of the Appointment Policy will be needed for them.

**REQUESTED ACTION:**

Motion to reappoint Sylvia Currie-Johnson to the Nursing Home Community Advisory Committee for a three-year term ending March 31, 2022; including an exception to the "length of service" provision of the Appointment Policy.

Motion to reappoint Karen Thompson to the Nursing Home Community Advisory Committee for a three-year term ending April 30, 2022; including an exception to the "length of service" provision of the Appointment Policy.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Laurie Abounader, Regional Ombudsman  
Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Roster
- Applications on File

**NURSING HOME COMMUNITY ADVISORY COMMITTEE**  
**3-Year Term**  
**12-Member Board**

**Sylvia Currie-Johnson**  
1547 Kingston Drive  
Kannapolis, NC 28083

APPOINTMENT: 03/16/09  
REAPPOINTMENT: 03/15/10  
REAPPOINTMENT: 04/15/13  
REAPPOINTMENT: 03/21/16\*  
TERM EXPIRING: 03/31/19

**Karen Thompson**  
1106 Birch Street  
Kannapolis, NC 28081

APPOINTMENT: 04/20/09  
REAPPOINTMENT: 04/19/10  
REAPPOINTMENT: 04/15/13  
REAPPOINTMENT: 03/21/16\*  
TERM EXPIRING: 04/30/19

**Sandi Lane**  
3875 Abilene Road  
Concord, NC 28025

APPOINTMENT: 09/19/16  
REAPPOINTMENT: 09/18/17  
TERM EXPIRING: 09/30/20

**Evelyn Miller**  
7334 Mt. Olive Road  
Concord, NC 28025

APPOINTMENT: 02/20/17  
REAPPOINTMENT: 07/17/18  
TERM EXPIRING: 02/28/21

**8 VACANT Positions**

\* Exception to "length of service" provision of the Appointment Policy granted.

GS 130-9.5

**NURSING HOME COMMUNITY ADVISORY COMMITTEE**

Applications on File

January 17, 2019

Sylvia Currie-Johnson      1547 Kingston Drive      Kannapolis, NC 28083

Karen Thompson      1106 Birch Street      Kannapolis, NC 28081

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Appointments and Removals - Cabarrus County Senior Centers Advisory Council

**BRIEF SUMMARY:**

Sherman Childers, has resigned from his position on the Senior Centers Advisory Council. It is requested to remove his name from the roster.

An application has been received from Ronnie Tucker to serve on the Advisory Council. A letter of recommendation in regards to his appointment to complete Mr. Childers unexpired term is included in the agenda.

**REQUESTED ACTION:**

Motion to remove Sherman Childers from the Cabarrus County Senior Centers Advisory Council roster and thank him for his service.

Motion to appoint Ronnie Tucker to the Cabarrus County Senior Centers Advisory Council to complete an unexpired term ending December 31, 2020.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Londa Strong, Director  
Active Living and Parks Department

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Letter of Recommendation
- Roster
- Applications on File



# MEMO

TO: Cabarrus County Board of Commissioners

FROM: Cabarrus County Senior Centers Advisory Council

DATE: February 18, 2019

SUBJECT: Advisory Council Appointment Recommendation

On behalf of Cabarrus County Senior Centers Advisory Council please accept this letter of recommendation for the appointment of Ronnie Tucker to the advisory council.

Based on a review of Mr. Tucker's application for appointment detailing his educational, business and civic background, as well as areas of interests and skills, the advisory council is confident Mr. Tucker will prove to be a valuable addition.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Myra H. Baumgardner".

Myra Baumgardner  
Chairperson, CCSC Advisory Council

Cc: Londa Strong, Director Active Living and Parks  
Susan Donaldson, Project/Event Manager Active Living and Parks

CABARRUS COUNTY SENIOR CENTERS ADVISORY COUNCIL

15-Member Board\*

Anita Helms 6910 NC Hwy 49 N Mt. Pleasant, NC 28124	APPOINTMENT: 12/17/18 (unexpired term) TERM EXPIRING: 12/31/19
Patricia Martin 116 Oakside Drive Harrisburg, NC 28075	APPOINTMENT: 12/16/13 REAPPOINTMENT: 01/17/17 TERM EXPIRING: 12/31/19
Earnest Morrissey 5710 Shoreview Drive Concord, NC 28025	APPOINTMENT: 12/16/13 REAPPOINTMENT: 01/17/17 TERM EXPIRING: 12/31/19
Thomas Dixon 1840 Enochville Avenue Kannapolis, NC 28081	APPOINTMENT: 09/19/16 (unexpired term) REAPPOINTMENT: 01/17/17 TERM EXPIRING: 12/31/19
Mary Watts 4548 Triumph Drive SW Concord, NC 28027	APPOINTMENT: 12/16/13 REAPPOINTMENT: 01/17/17 TERM EXPIRING: 12/31/19
Elizabeth Bennett 775 Groff Street NW Concord, NC 28027	APPOINTMENT: 12/18/17 TERM EXPIRING: 12/31/20
Myra Baumgardner 7120 Macedonia Church Road Concord, NC 28027	APPOINTMENT: 09/19/16 (unexpired term) REAPPOINTMENT: 12/18/17 TERM EXPIRING: 12/31/20
Sherman Childers 4839 Chesney Street NW Concord, NC 28027	APPOINTMENT: 12/15/14 REAPPOINTMENT: 12/18/17 TERM EXPIRING: 12/31/20
Ted Drain P. O. Box 1388 Harrisburg, NC 28075	APPOINTMENT: 12/18/17 TERM EXPIRING: 12/31/20
Toni Swick 687 Journey Street SW Concord, NC 28025	APPOINTMENT: 12/14/15 REAPPOINTMENT: 12/17/18 TERM EXPIRING: 12/31/21

Bobby Connor  
122 Suburban Avenue  
Kannapolis, NC 28083

APPOINTMENT: 12/17/18  
TERM EXPIRING: 12/31/21

Ex-officio Members:

Pat Martin, President of the Cabarrus County Council on Aging (elected annually by COA)

Tom Kurzel, Cabarrus Delegate to the NC Senior Tar Heel Legislature

Ida Mills, member of the Cabarrus County Delegation to the Area Agency on Aging, Region F Advisory Council (appointed by the Chairperson).

Robin Phillips, Active Living and Parks Commission Member appointed annually by ALPs Commission

Third Monday of each month at 11:00 A.M. at the Senior Center

Note: At its December 17, 2012 meeting, members of the Department of Aging Advisory Board adopted new bylaws and changed the name of the Board to the Cabarrus County Senior Centers Advisory Council.

\*Eleven (11) members appointed by the Board of Commissioners plus four (4) ex-officio members with rights and privileges of all members including the right to vote.

**Cabarrus County Senior Centers Advisory Council  
Applications on File**

**February 18, 2019**

**Daniel Criscoe**

**530 Sagewood Place SW**

**Concord, NC 28025**

**Ronnie Tucker**

**12209 Jim Sossoman Road**

**Midland, NC 28107**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

---

**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Cabarrus County Schools - Increase Funding for 142 New Charter School Students Based on the Better of 1st or 2nd Month ADM Count

**BRIEF SUMMARY:**

Cabarrus County Schools has provided a memo to request additional funding for the 142 new charter schools students for budget year FY 2019. A memo is attached. School Systems are required to pass funds from the school system based on the location of the child. Funding this request will allow the Schools to meet their obligation without reducing their funding for the current student enrolled in the County School System.

**REQUESTED ACTION:**

Motion to approve the budget revision.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Pamela S Dubois, Senior Deputy County Manager

Kelly Kluttz, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

**ATTACHMENTS:**

- ❑ CCS Memo
- ❑ Budget Revision



January 26, 2019

The Honorable  
Mr. Steve Morris, Chair  
Ms. Diane Honeycutt, Vice Chair  
Ms. Liz Poole  
Mr. Lynn Shue  
Mr. Blake Kiger  
Cabarrus County Board of Commissioners  
65 Church Street, SE  
Concord, NC 28026

Re: Funding request for increased ADM for Charter Schools

Dear Board of Commissioners:

As a part of the initial budget process, funds were allocated to Cabarrus County Schools for 2,002 students who live in Cabarrus County but go to a Charter School. This number is based on the better of the 1<sup>st</sup> or 2<sup>nd</sup> month ADM of Charter Schools for the previous year.

As soon as Charter Schools report their numbers, an evaluation of the current year 1st month and 2nd month ADM is compared to previous year. With this analysis, we find that we are responsible for funding 142 more Charter School students in the current year.

Therefore, we are requesting the additional \$270,465.98 (142 \* \$1,904.69) of funding so that it can be passed along to the Charter Schools.

Sincerely,

Kelly H. Kuttz, CPA  
Cabarrus County Schools

Cc: Dr. Chris Lowder, Ms. Cindy Fertenbaugh, Mr. Rob Walter, Mrs. Carolyn Carpenter, Mr. Barry Shoemaker, Mr. David Harrison, Mrs. Holly Grimsley, Ms. Laura Blackwell

## Budget Revision/Amendment Request

Date: 3/18/2019

Amount: 270,466.00

**Dept. Head:** Pamela S Dubois

Department: Finance/Schools

Internal Transfer Within Department

Transfer Between Departments/Funds

**Supplemental Request**

Purpose: To appropriate funds from excess interest earning to cover the increase population of Charter School students for Cabarrus County Schools. The Schools incurred an additional 142 increase in Charter School Students. See attached memo.

### **Budget Officer**

- Approved
- Denied

### County Manager

Approved  
 Denied

## Board of Commissioners

Approved  
 Denied

*Signature*

*Sianature*

*Signature*

Date

Date \_\_\_\_\_

Date \_\_\_\_\_

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

---

**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

County Manager - Odell Sewer and Right of Way Easements

**BRIEF SUMMARY:**

Odell 73 Investments LLC is requesting a right-of-way (.18 acre) and sewer easement (.30 acre) at Odell Elementary 3 -5. A letter of explanation from the LLC is attached. They have engaged an appraiser to determine the fair market value for this property. The Board of Education has approved this request. It has been standard practice that revenues for easements and right-of-ways be budgeted for the benefit of the affected school.

**REQUESTED ACTION:**

Motion to approve the request for transportation right-of-way and sewer easements at Odell ES 3 - 5 as shown on the attached exhibit for an amount to be determined through professional appraisal. Motion to include approval for all revenues to be budgeted for the benefit of Odell ES and to permit the County Manager to sign all required documents subject to review and approval by the County Attorney.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Easement request and map
- Appraisal



## BOARD OF EDUCATION AGENDA ITEMS

**Meeting Date:** January 15, 2019

**Subject:** Sewer easement and Road ROW request

**Administrator Responsible:** Tim Lowder, PE

**Type of Agenda Item:**

- Action**  
 **Action (Consent)**  
 **Discussion**  
 **Information**  
 **Minutes**  
 **Presentation**  
 **Procedural**

**Preferred Date:** February 4, 2019

**Absolute Date:** February 11, 2019

**Fiscal Impact:** YES  NO

**Dollar Amount:** \$ N/A

**Budgeted:** YES  NO

**Budget Source:** Cabarrus County Capital Financing

**Recommended Action:** BOE Approve ROW request for sewer and roadway improvements

**A. Authority for This Action:**

Local Policy \_\_\_\_\_  
Law or Rule \_\_\_\_\_

**B. Strategic Objective, Goal, or Need Addressed:**

**C. Summary:** The school system has been approached by Sherwood Development Group who is working with the City of Concord to extend sewer service to the southwest corner of Odell school road and NC Hwy 73 which require a ROW across the school property of Odell Elementary School. They also requested a ROW for the widening and left turn lane to be added to southbound Hwy 73. Attached is a map and a letter requesting the ROW. The ROW's will need to be signed by the Cabarrus County Commissioners as the property is currently owned by Cabarrus County for financing reason.

**D. Comments Received:**

Odell 73 Investments, LLC  
1151 Biscayne Drive  
Concord, NC 28027

January 14, 2019

**RE: Right of Way Acquisition and Easement for Off-Site Sewer at Odell Commons Development, the 23 acres development at 8825 Davidson Highway**

Dear Mr. Tim Lowder,

Thank you for your time on Tuesday, January 8<sup>th</sup> in discussing the current state of affairs at the Odell Commons development across the street from WR Odell Elementary/Odell 3-5 located at 1885 Odell School Road, Concord, NC 28027. In summary, Odell 73 Investments has been unable to attain off-site sewer from the neighbor directly to the south of WR Odell Elementary and any other means of gaining off-site sewer access is not possible unless done through Cabarrus County Schools' property.

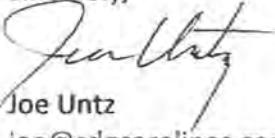
Odell 73 Investments, LLC is requesting from Cabarrus County Schools the following per the attached map:

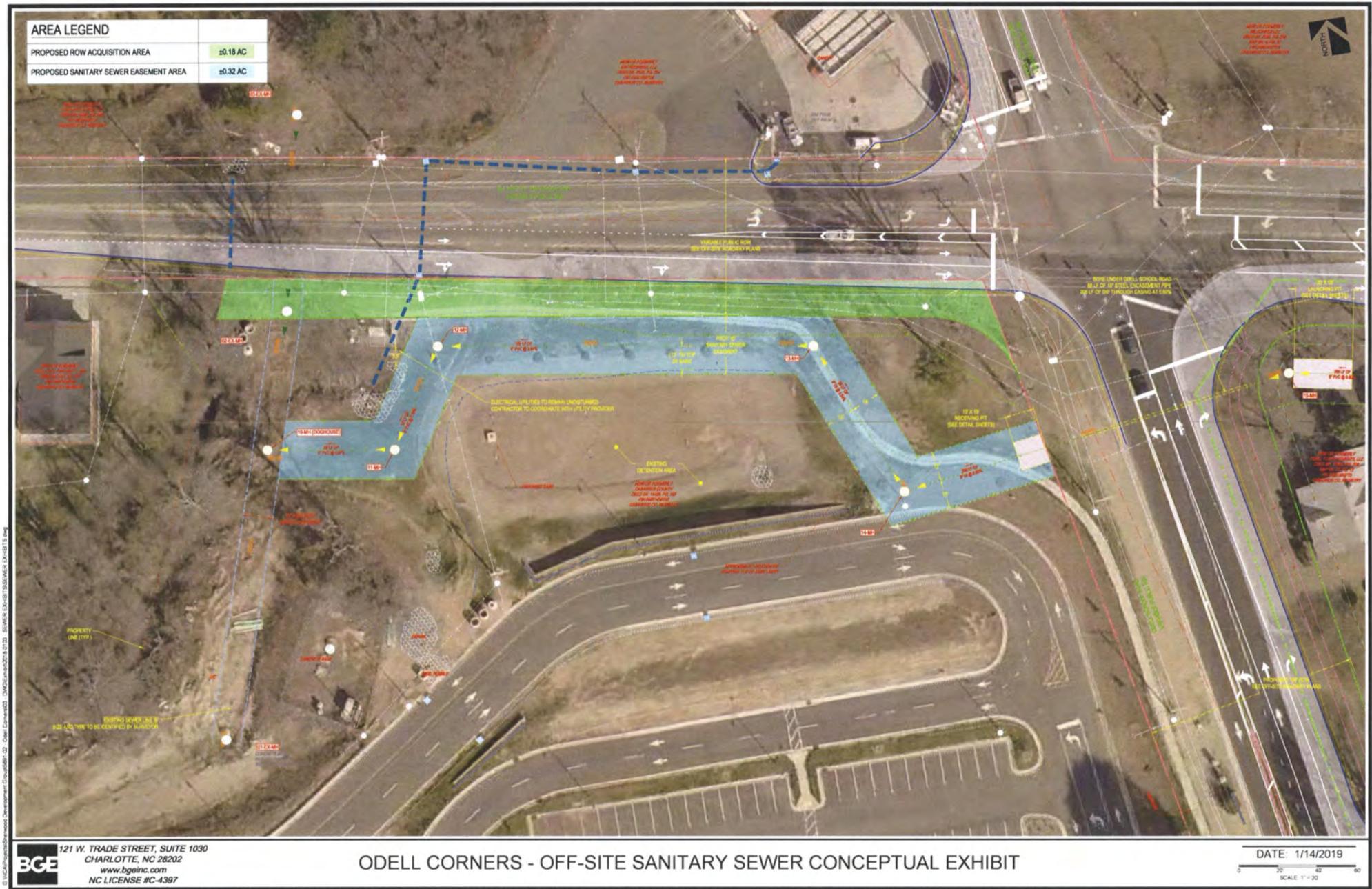
- +/- 0.18 acres contiguous with Davidson Highway/Highway 73 for Right-of-Way Acquisition for road improvements being required by the North Carolina Department of Transportation (NCDOT) for the Odell Commons Development.
- +/- 0.30 acres for a 30' wide sanitary sewer easement as required by City of Concord across the Odell Elementary property to connect to the existing 8' sanitary sewer line.

We would propose that the purchase price paid by Odell 73 Investments for the aforementioned Right of Way and Easement be valued through a preferred appraisal expert recommended by Cabarrus County Schools. Odell 73 Investments would pay for the appraisal as well as any legal fees, and any other fees incurred as a result of these transactions. Odell 73 Investments will repair all damage caused by installation of the sewer such as damage to the sidewalk and bring said areas back to the same or better condition. The payment from Odell 73 Investments for the Easement and Right of Way would be paid upon recordation of each document with Cabarrus County Register of Deeds.

Thank you and we look forward to getting this wrapped up soon and commencing and completing construction during Summer Break 2019.

Sincerely,

  
Joe Untz  
[joe@sdgcarolinias.com](mailto:joe@sdgcarolinias.com)  
704-309-1982



121 W. TRADE STREET, SUITE 1030  
CHARLOTTE, NC 28202  
[www.bgeinc.com](http://www.bgeinc.com)  
NC LICENSE #C-4397

ODELL CORNERS - OFF-SITE SANITARY SEWER CONCEPTUAL EXHIBIT

DATE: 1/14/2019

THIS DOCUMENT, TOGETHER WITH THE CONCERNS AND DESIGNATIONS LISTED THEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPOSITION OF RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTION BY BCE INC. SHALL BE WITHOUT LIABILITY TO BCE INC.

***REAL PROPERTY APPRAISAL***

*Odell Elementary School  
SW Quadrant of Odell School  
Rd., & NC Hwy. 73  
Concord, Cabarrus County, NC  
28027*

*Type Report: Appraisal*

*Valuation Date  
March 6, 2019*





March 14, 2019

Justin Mueller  
Odell 73 Investments, LLC  
1151 Biscayne Dr.  
Concord, NC 28207

**RE: Appraisal of Odell Elementary School Before and Immediately After Proposed Acquisition.**

Dear Mr. Mueller:

T.B. Harris, Jr. & Associates has completed an appraisal of the above referenced property and is providing our analysis and opinion of value for the property before and immediately after a proposed acquisition. Our client is a developer who requires property rights on the subject property for the extension of municipal sanitary sewer service. This appraisal is intended to assist in determining just compensation to the owner for the acquisition.

Based on our inspection and analysis of the information obtained, it is our opinion that the Market Value of the Fee Simple interest in the property before and immediately after the proposed acquisition, as of March 6, 2019, is:

<b>Before Land Value</b>	<b>\$3,437,000</b>
<b>After Land Value</b>	<b>\$3,382,000</b>
<b>Land</b>	<b>\$55,000</b>

The appraisal is intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and the Appraisal guidelines of our client.

The opinion of value is supported by the data and reasoning set forth in the attached narrative. Your attention is invited to the Assumptions and Limiting Conditions section of this report. The appraisers certify that we have no present or contemplated future interest in the property appraised, and that our fee for this assignment is in no way contingent upon the value estimate concluded.

**EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS:**

It is an extraordinary assumption of this report that the information provided for this assignment by the developer showing the areas of acquisition and rights to be acquired are correct. The appraisal relies on this information in developing our opinions of value and that the project will

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(19-046)

*Real Property Appraisers and Consultants*  
1430 South Mint Street, Suite 102, Charlotte, North Carolina 28203  
Telephone: 704-334-4686      Fax: 704-334-2759      800-453-4439  
Web: [www.tbharrisjr.com](http://www.tbharrisjr.com)

JUSTIN MUELLER

March 14, 2019

Page 2

be completed in accordance with said plans. Should this information be proven inaccurate, then we reserve the right to amend this report and alter our conclusions if necessary.

It is an extraordinary assumption of this report that any site improvements impacted by the proposed acquisition will be replaced with like kind materials. This impacts the appropriate scope of work for the assignment. Given the purpose and intended use of the report, we deem the assumption reasonable.

The valuation of the property before the acquisition does not consider the influence of the proposed project. Further, the valuation after the acquisition is performed under the hypothetical condition that the project is complete. Considering the purpose and intended use of the appraisal, the hypothetical conditions are reasonable and appropriate.

The content and conclusions of this report are intended for our client and for the specified intended uses only. They are also subject to the assumptions and limiting conditions as well as the specific extraordinary assumptions and hypothetical conditions set forth in this report.

Thank you for the opportunity to be of service. If you have any questions or comments, please let us know.

Sincerely yours,



T.B. HARRIS, JR. & ASSOCIATES

(19-046)

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

County Manager - Water Line Easement at West Cabarrus High School

**BRIEF SUMMARY:**

Cabarrus County Schools and the City of Concord have requested approval of a water line easement at West Cabarrus High School. This is a secondary water line from Harrison Drive NW.

**REQUESTED ACTION:**

Motion to approve the Grant of a Permanent Easement between Cabarrus County and the City of Concord; and to authorize the County Manager to execute the document on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Easement Document and Map

Drawn By Valerie Kolczynski, Attorney  
Return to City of Concord, ROD Box

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

PIN #5600-95-4892  
Grant of Permanent Easement to  
CITY OF CONCORD

The undersigned Grantor, Cabarrus County, a body politic and political subdivision of the State of North Carolina, in consideration of payment to the Grantor of the sum of One Dollar, (\$1.00), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns and licensees, the right, privilege, and easement to enter and re-enter at any time and to install, dig, build, erect, maintain, repair, rebuild, operate, and patrol one or more public utilities, over ground or underground, including but not limited to water infrastructure, underground pipes, utility lines, any and all related fixtures or appurtenances, the right to install, maintain and repair any and all utility structures including but not limited to water pipes and any and all related fixtures and appurtenances; the right to clear the easement area and keep it clear of brushes, trees, buildings, obstructions, and fire hazards; and the right to remove trees, if any, located beyond the limits of the easement area, but also which interfere with the utility easements or the easement area; the above described rights being incident to performance by the Grantee of its functions as a municipality or as the operator of a public utilities system, or the performance by any contractor, agent or licensee of the Grantee of any public utilities functions, the premises being located in No. 2 Township, Cabarrus County, North Carolina and described as:

Lying and being in the City of Concord, Number 2 Township, Cabarrus County, North Carolina, and lying south of the terminus of Harrison Drive NW (60' public right of way, Map Book 53 at Page 44), and being a portion of the property of Cabarrus County (Deed Book 12097 at Page 185), and being more particularly described as follows:

Beginning at a point in the terminus of Harrison Drive NW (60' public right of way, Map Book 53 at Page 44); said beginning point being S 87°54'50" E 130.58 feet from an existing #4 rebar at the southwest corner of CSH 2016-1 Borrower, LLC (Lot 461, Map Book 53 at Page 44; Deed Book 11967 at Page 313); thence from the POINT OF BEGINNING with the terminus of said Harrison Drive NW and with the southern line of Christopher S. Williams (Lot 460, Map Book 53 at Page 44;

Deed Book 12320 at Page 131) S 87°54'50" E (passing an existing nail on line at 29.49 feet, said existing nail being at the southeast corner of the terminus of said Harrison Drive NW) a total distance of 30.04 feet to a point; thence through the property of Cabarrus County (Deed Book 12097 at Page 185) the following twenty three courses and distances: 1) S 00°43'31" E 18.17 feet to a point (L1); 2) S 47°05'10" W 21.24 feet to a point (L2); 3) S 02°05'10" W 63.19 feet to a point (L3); 4) S 45°00'35" W 37.81 feet to a point (L4); 5) S 00°00'00" E 273.33 feet to a point; 6) S 45°00'00" W 45.27 feet to a point (L5); 7) S 00°00'00" E 501.94 feet to a point; 8) N 90°00'00" E 43.42 feet to a point (L6); 9) S 00°00'00" E 58.00 feet to a point (L7); 10) S 90°00'00" W 64.89 feet to a point (L8); 11) N 00°00'00" W 36.18 feet to a point (L9); 12) N 45°00'00" W 12.08 feet to a point (L10); 13) N 00°00'00" W 459.87 feet to a point; 14) S 90°00'00" W 8.00 feet to a point (L11); 15) N 00°00'00" W 20.00 feet to a point (L12); 16) N 90°00'00" E 8.00 feet to a point (L13); 17) N 00°00'00" W 47.78 feet to a point (L14); 18) N 45°00'00" E 45.27 feet to a point (L15); 19) N 00°00'00" W 273.33 feet to a point; 20) N 45°00'35" E 38.45 feet to a point (L16); 21) N 01°03'31" E 55.76 feet to a point (L17); 22) N 36°30'42" E 27.25 feet to a point (L18); and 23) N 00°43'31" W 6.35 feet (L19) to the POINT OF BEGINNING containing 0.755 ac and as shown on that survey map drawn by CESI and dated September 18, 2018 and attached as Exhibit "A" for further reference.

The Grantor, by the execution of this instrument acknowledges the plans for the above referenced project as it affects the remaining property have been fully explained to him/her or his/her authorized representative(s), and does hereby release the Grantee, its successors, and assigns from any and all claims for damages resulting from the construction of said project or from the past, present or future use of said premises herein conveyed for any purpose for which the said Grantee is authorized by law to subject the same.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance.

To have and to hold the same unto the City of Concord, its successors and assigns forever.

**This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular time frame.**

**This property right may be assigned by the Grantee, or its successors.**

The Grantor shall have the right to use the above-described strip for purposes not inconsistent with Grantees' full enjoyment of the rights hereby granted, provided that the Grantor shall not erect or construct any building or other structure thereon; maintain or permit any underground or over ground system of piping, poles or wiring within such strip; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such strip, without the express written permission of the Grantee.

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**GRANTOR:**

Cabarrus County, a body politic and political subdivision of the State of North Carolina

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

Stephen Morris, Chairman of the  
Board of County Commissioners

**ATTEST:**

Lauren Linker, Clerk to the Board

[SEAL]

This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

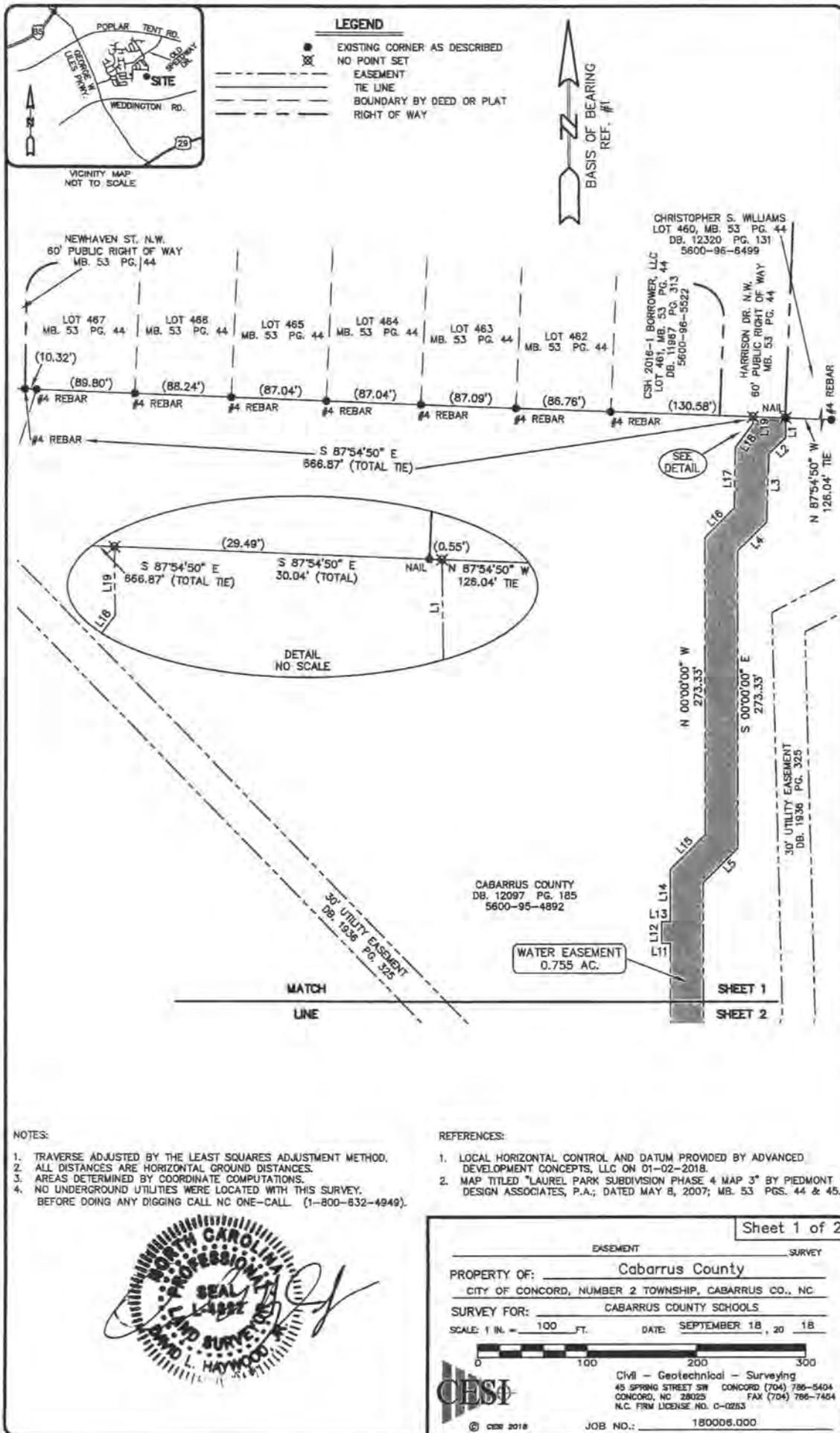
\_\_\_\_\_, Finance Director

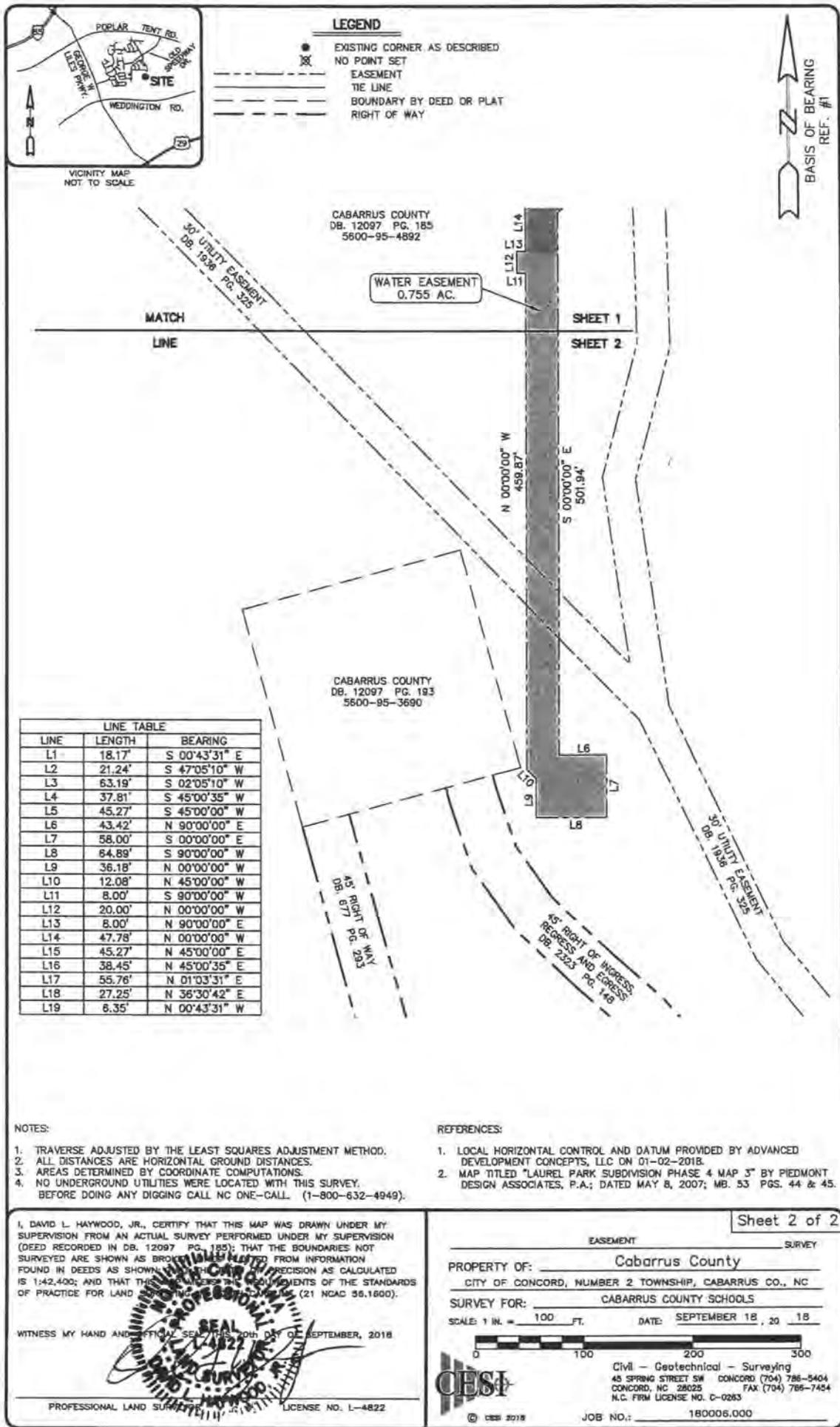
**CABARRUS COUNTY  
STATE OF NORTH CAROLINA**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Lauren Linker personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Cabarrus County and that by authority duly given and as the act of the body politic and political subdivision of the State of North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_





# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

---

**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Emergency Management – Fire Services Overview: Consideration for Completion of Fire Manpower Program Proposal

**BRIEF SUMMARY:**

Staff will provide an overview of County Fire Services and request consideration of expansion of the Fire Manpower Unit to 24-hour coverage as originally proposed during initial implementation of the program. The Fire Manpower Unit has been successful in supplementing the Volunteer Fire Departments' response to emergencies and assisting EMS during peak times. Staff analysis of call times show an opportunity to reduce vulnerability to our citizens by expanding to 24-hour coverage.

**REQUESTED ACTION:**

Motion to approve the additional firefighter positions to the Fire Services portion of the Emergency Management Department to support 24-hour operations.

**EXPECTED LENGTH OF PRESENTATION:**

30 Minutes

**SUBMITTED BY:**

Steven Langer, Fire Marshal  
Jason Burnett, Emergency Planner  
Bobby Smith, EM Director  
Alan Burnette, Midland Fire Chief

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

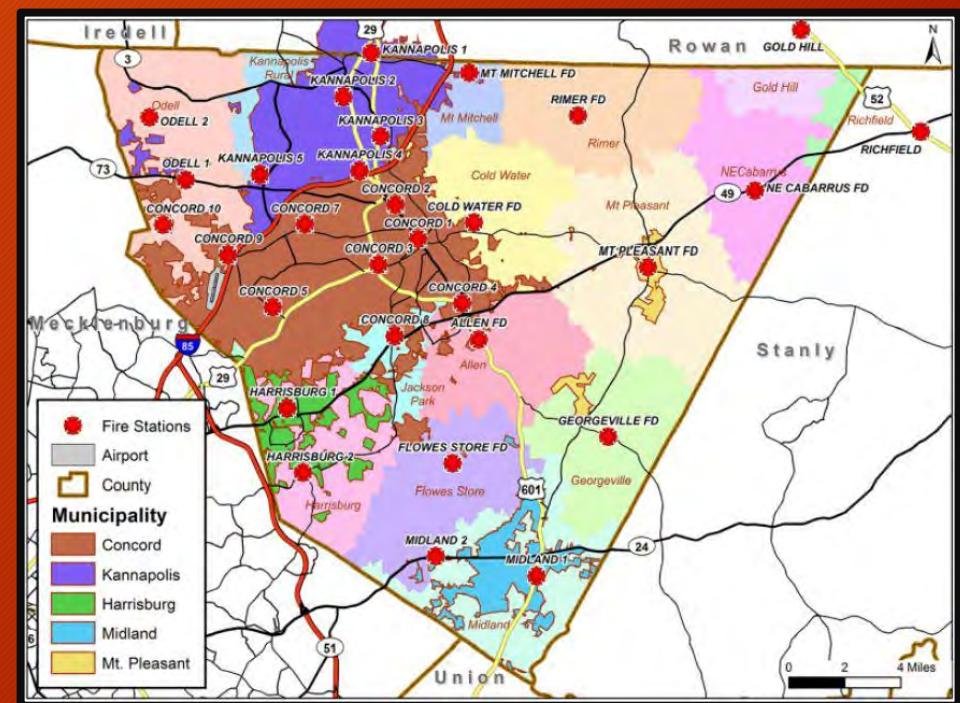
- PowerPoint Presentation

# Cabarrus County Fire Services

2019

# Where we were...

- Volunteer Fire Departments were mainly self sufficient through donations and fund raising activities
- Fire tax districts were established to provide consistent funding to fire departments
- In 2001, we had around 415 volunteers

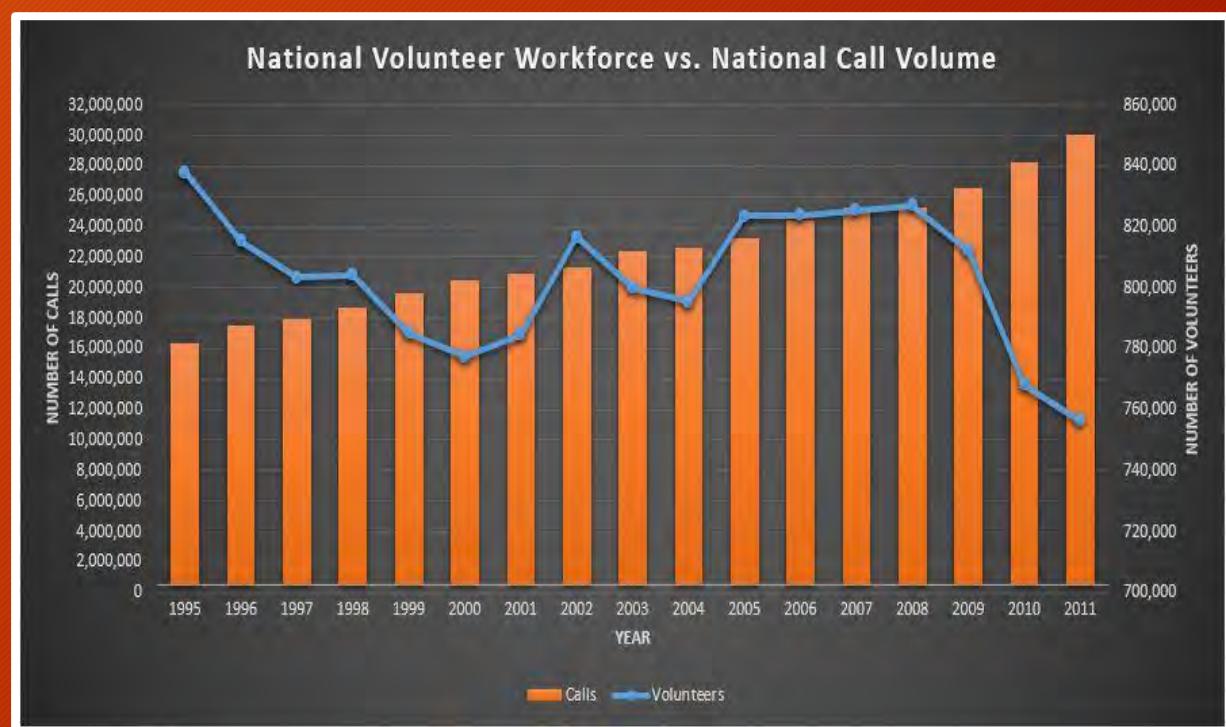


# Where we are...

- Service is provided by 10 in-county and 2 out-of-county departments along with our municipalities to cover portions of the county
- These departments are non-profit entities under contract with Cabarrus County to provide fire and first responder services
- Departments are now funded by their fire tax (can go up to 15 cents), sales tax revenues, and staffing grants from the County General Fund

# Where we are...

- Our departments currently show a total of 223 volunteers and 205 paid members
- Consistent with the state and national trends, volunteers are decreasing at a rate of 12% per year and departments are having to transition to combination departments of paid/volunteer members
- 151 of our firefighters are on multiple department rosters. Some departments have 40-50% of their members on multiple department rosters



# Where we are....

- Current fire service funding around \$5.8 million dollars
- A full-time paid fire service would be in excess of \$23 million for complete operational implementation
- Due to volunteer availability, the county established the staffing grant program and Squad 410 to assist the fire departments in putting more personnel on the scene of an incident
- Squad 410 was started as an 8am-5pm program with the intention on transitioning to a 24 hour staffing model

# Where we are....

- Currently, Squad 410 is on a 12 hour shift operating 7 days a week
- They provide additional manpower for all levels of emergency response and assist EMS during peak times in manning an EMS unit
- They have participated with the fire departments through training evolutions, hose testing, ISO inspections, equipment familiarization, and completed over 700 training hours in 2018
- **Squad 410's call volume continues to increase**



# Where we are....

- While a majority of calls for service are between 9am and 8pm system wide; we are seeing an increase for service in the 9pm-12am and 4am to 8am time frames
- We are also seeing increased response times from some service providers during these times, again a reflection on the national trend of decreased availability of volunteers
- A recent outside study for a municipal department noted the strain on putting an effective firefighting force on the scene in a timely manner. This is true for our service as well.

# Where do we go from here?

- Staff recommends 24 hour coverage for Squad 410
- Management requests development of a Fire Strategic Plan (next budget)
- Explore mergers and County/City joint operation opportunities
- Evaluate current grant and develop processes to increase staffing at fire departments



# Why 24 Hours for Squad 410?

- To provide additional manpower on incidents that require assistance and to provide an effective emergency force on scene
- To provide assistance in times when personnel coverage may be low and personnel availability is limited
- To continue to provide assistance to EMS as needed

# Costs

- If approved for remainder of current budget year, a one time cost of \$102,000.00 to include \$24,000.00 for new equipment and \$78,000.00 for new personnel is being requested
- New recurring operational costs for 24 hour program would be:
  - Personnel: \$314,258.00
  - Uniforms: \$1,000.00
  - Purchase Services: \$800.00
  - Dues: \$870.00
  - Total New Recurring Costs: \$316,928.00

# Questions and Discussion

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

---

**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

EMS - Zoll Cardiac Monitor Purchase

**BRIEF SUMMARY:**

EMS was in the contract process to purchase new Phillips MRX cardiac monitors 2 years ago when Phillips discontinued their pre-hospital cardiac monitor program. Funding of \$550,111.00 was allocated for this purchase. These funds were placed in a multi-year holding fund to allow EMS time to identify another monitor option to meet our requirements. It took some time and research to identify another manufacturer of a product that met specific system needs. We have now identified the ZOLL X-series monitor as the product that meets system parameters.

**REQUESTED ACTION:**

Motion to approve the purchase of (23) ZOLL X-series cardiac monitors, the required budget amendment and update the project ordinance as needed.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Jimmy Lentz, EMS Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

---

**ATTACHMENTS:**

- Budget Amendment
- X Series Brochure
- Quote to purchase (23) Zoll X-series monitors.

## Budget Revision/Amendment Request

Date: 2/14/2019

Amount: 16,000.00

Dept. Head: Kristin Jones

Department: 2730- EMS

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Purpose: EMS currently has \$550,111.00 in a multi-year line item from when our monitor purchase fell apart 2-3 years ago. We have researched and identified a monitor to fit our needs. We are ready to proceed with the purchase of (23) ZOLL X-series cardiac monitors. The purchase price for the ZOLL monitors will be \$566110.96. This leaves a difference of \$15,999.96. This budget amendment pulls funds from the AVAILABLE CRF account to the multi-year monitor account.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
343	6	0000/6921/AVAIL	Cont From CRF-AVAIL	39,166.00		16,000.00	23,166.00
343	9	0000/9830/AVAIL	Other Improvements-AVAIL	99,744.00		16,000.00	83,744.00
							0.00
343	6	2730/6921/MONIT	Cont From CRF-MONIT	550,111.00	16,000.00		566,111.00
343	9	2730/9860/MONIT	Equipment and Furniture-MONIT	550,111.00	16,000.00		566,111.00
							0.00
							0.00
							0.00

Total 0.00

Budget Officer

- Approved  
 Denied

County Manager

- Approved  
 Denied

Board of Commissioners

- Approved  
 Denied

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date:

Amount:

**Dept. Head:**

Department:

### Internal Transfer Within Department

## Transfer Between Departments/Funds

## **Supplemental Request**

Purpose:

## **Budget Officer**

- Approved
  - Denied

*Signature*

*Date*

## County Manager

- Approved
  - Denied

*Sianature*

*Date*

## Board of Commissioners

- Approved
  - Denied

---

*Signature*

*Date*

**X Series®**

**ZOLL®**



**Xtremely**  
Small, Light, and Powerful

## ALMOST TWO TIMES LIGHTER THAN OTHER POPULAR MONITORS

The X Series® extends the ZOLL legacy of smaller, lighter monitor/defibrillators. Pick it up. Feel the difference. At 11.7 pounds (6 kilograms), chances are it's twice as light as what you're carrying today.

## MOST COMPACT, BEST EQUIPPED

Starting with a high-contrast, color display that simultaneously shows up to four waveforms, the X Series delivers the capabilities you expect from a full-featured monitor—for neonates through adults. And it can be equipped with a complete selection of best-in-class parameters, including Masimo® rainbow® SET pulse CO-Oximetry, Microstream® etCO<sub>2</sub>, and Welch Allyn NIBP, as well as three invasive pressures and two temperature channels.

## A MILITARY HERITAGE OF DURABILITY

Driven by requirements from air transport and field military operations, the X Series raises the bar for durability. It complies with standards requiring normal operation following multiple drops from a height of 6.5 feet (2 meters). An industry-best ingress protection rating of IP55 means no other monitor is protected from dust particles and water like the X Series.



# Because Medics Carry More These Days



Compact and lightweight without compromise in performance or durability

## MAKING THE DIFFERENCE FOR PATIENTS

When several Arizona fire departments deployed Real CPR Help® in combination with scenario-based training, the likelihood of patient survival nearly tripled.<sup>1</sup> In a study involving 373 medics and 484 patients, the odds of surviving cardiac arrest were 2.7 times better when Real CPR Help was used.

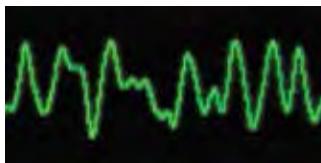
## A TOOL FOR SHORTENING PAUSES

Pre-shock pauses as brief as 10 seconds adversely impact survival.<sup>2</sup>

The X Series is equipped with industry-exclusive See-Thru CPR® filtering technology. It reduces the length of interruptions by removing compression artifact so that medics can look for organized electrical activity during compressions.



Unfiltered ECG signal during CPR



Signal filtered by See-Thru CPR

## BECAUSE CPR IS A TEAM ACTIVITY

Not everyone who works a code is an experienced responder. The CPR Dashboard™ is a real-time window that gives team leaders an at-a-glance look at the quality of first-responder CPR.

## EVEN THE BEST RESCUER FATIGUES

Real CPR Help prompts by exception. This means when medics are fresh and delivering good compressions, it is silent. With repetitive two-minute cycles, even the most fit medic tires. When compressions fall out of range, it gently guides rescuers back to high-quality, Guidelines-compliant compressions.



**“Poor-quality CPR should be considered a preventable harm.”**

—AHA Consensus Statement on CPR Quality<sup>3</sup>

<sup>1</sup> Bobrow BJ, et al. *Annals of Emergency Medicine*. 2013;62:47-56.

<sup>2</sup> Cheskes, et al. *Circulation*. 2011;124:58-66.

<sup>3</sup> Meaney PA, et al. *Circulation* 2013;128:417-35.



CPR Dashboard is a real-time window on the key metrics of high-quality compressions.

## 12 LEADS ON SCREEN IMPROVE TRACE QUALITY

The STEMI View lets medics see trace quality simultaneously in all leads. Confidently record a 12-lead ECG with the expectation it will be clean the first time and ready for transmission without delay.



STEMI View

## A WINDOW TO SERIAL ECG CHANGES

Unstable patients call for extraordinary vigilance. Substantial ST changes can occur between the initial transmission and arrival at the hospital.<sup>4</sup> The Split-Screen View keeps medics on top of the situation by displaying the real waveform next to one that was previously acquired.



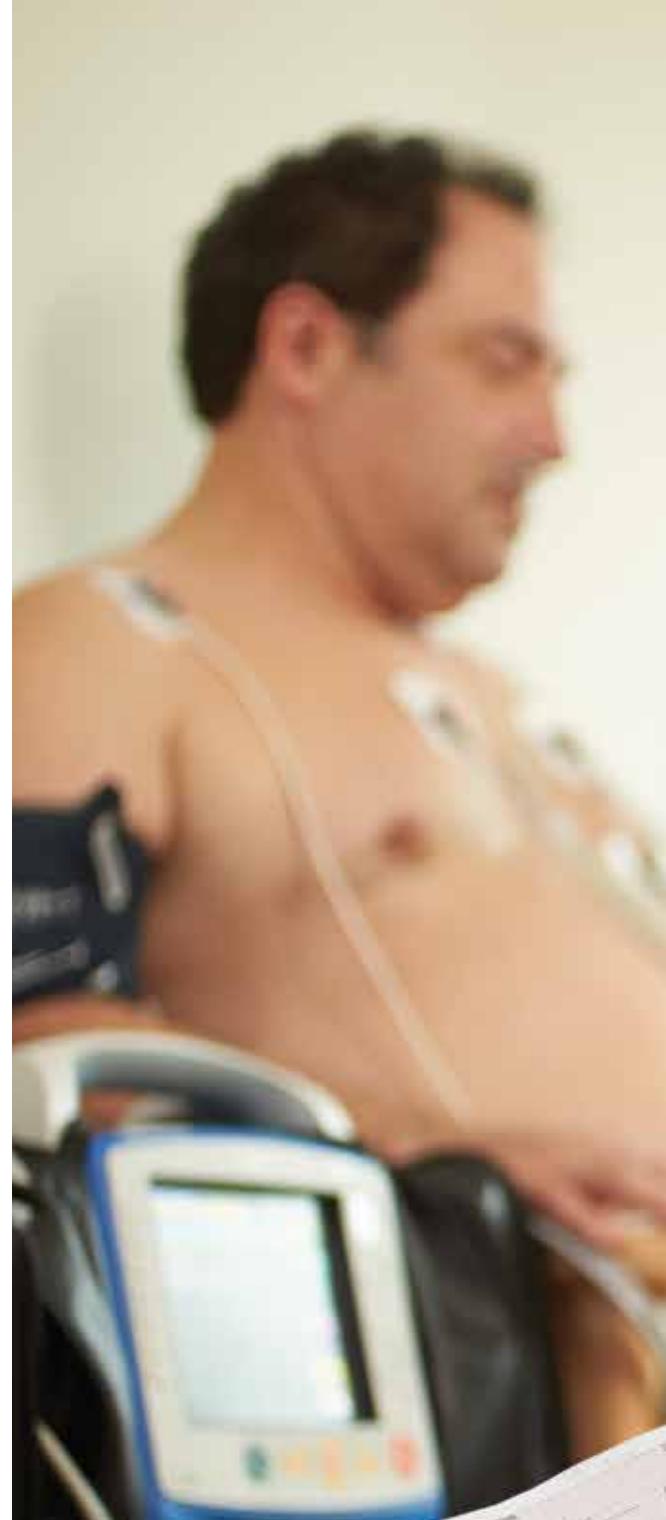
Split-Screen View

## QUICKER, MORE CONFIDENT DECISIONS

At 94% sensitivity for detection of early STEMI, the X Series 12-lead algorithm is unmatched by other popular monitors. Make that alert call knowing it is based on the best algorithm.

## OPEN ARCHITECTURE MAXIMIZES STEMI OPTIONS

The X Series puts medics in the best position to decide where to take a patient. Its open architecture means the X Series can transmit a 12-lead ECG into all of the leading STEMI and cardiology management systems.



# Reduce Time to Balloon with Advanced 12-Lead Capabilities

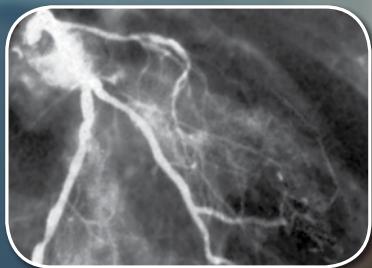
<sup>4</sup> Davis M, et al. *Prehosp Emerg Care* 2014;18:9-14.



Confident decisions from the field



12-leads—anywhere, anytime



Fast, efficient delivery to the cath lab

## DESIGNED WITH CHARTING IN MIND

The X Series is designed with electronic charting in mind. It redefines what a monitor should send to the patient record. The built-in memory ensures a complete patient record is transmitted by capturing 24 hours of event (ECG and vital signs) or trend data, and up to 1,000 time-stamped events.

## TRANSMIT AT THE SPEED OF WIFI

The X Series simplifies transmission. Its standard communication package makes wires, cables, and "dongles" a thing of the past. It is the first monitor to integrate WiFi, Bluetooth, and USB capabilities as part of the standard communication package.



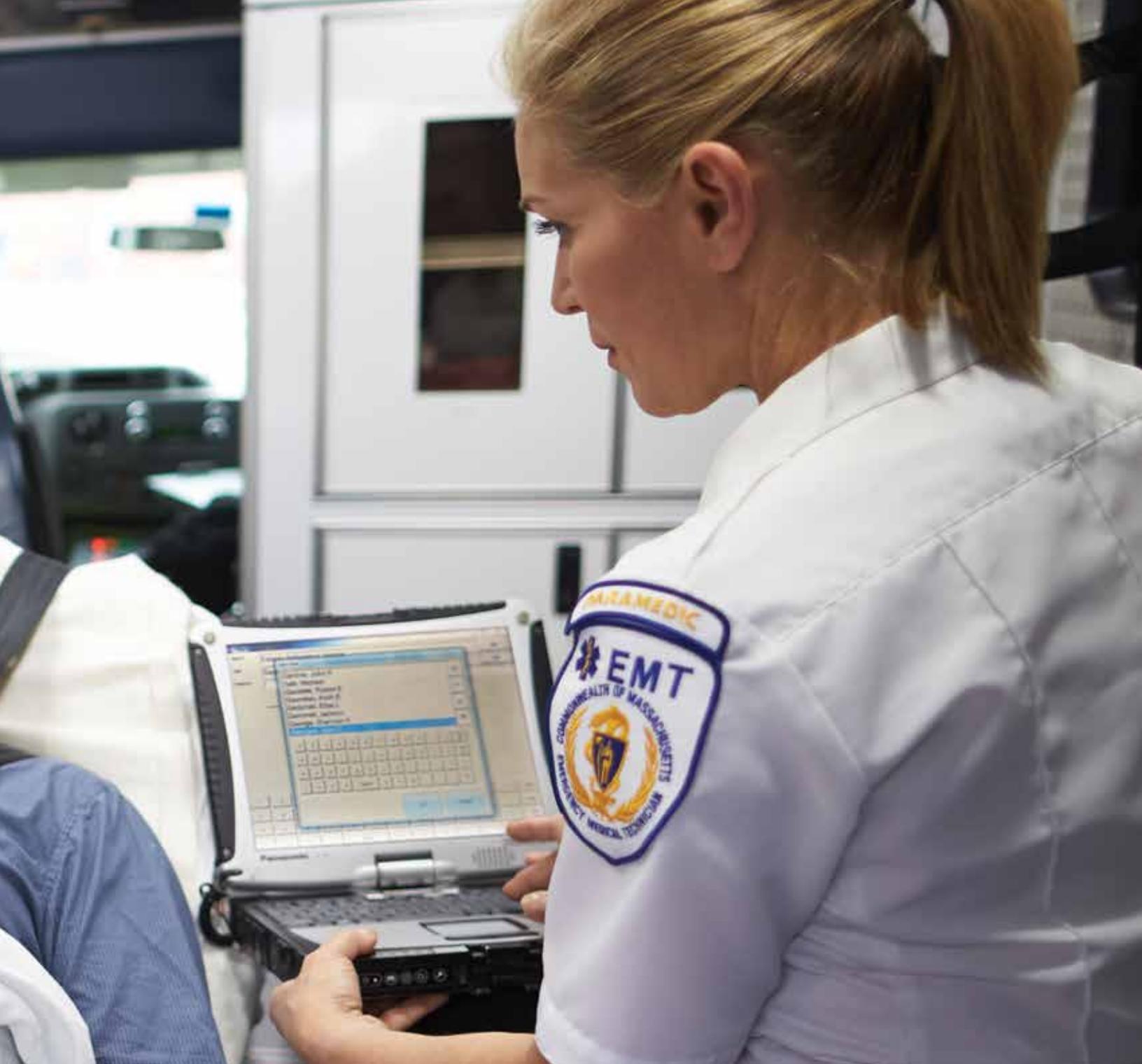
## AN OPEN, UNIVERSAL ePCR SOLUTION

The X Series speeds medic charting by seamlessly uploading the event record. It automatically populates patient data fields in many of the leading ePCR systems. ZOLL's open interface software development kit (SDK) is available to all ePCR vendors.



# Simplify Charting with Advanced Communication





The X Series redefines how a monitor should work with your charting system.

# Big Screen Small Device

## X Series

View up to four waveforms of your choice. Switch from a brilliant color display to either high-contrast black-and-white or night-vision mode to ensure visibility under extreme conditions.

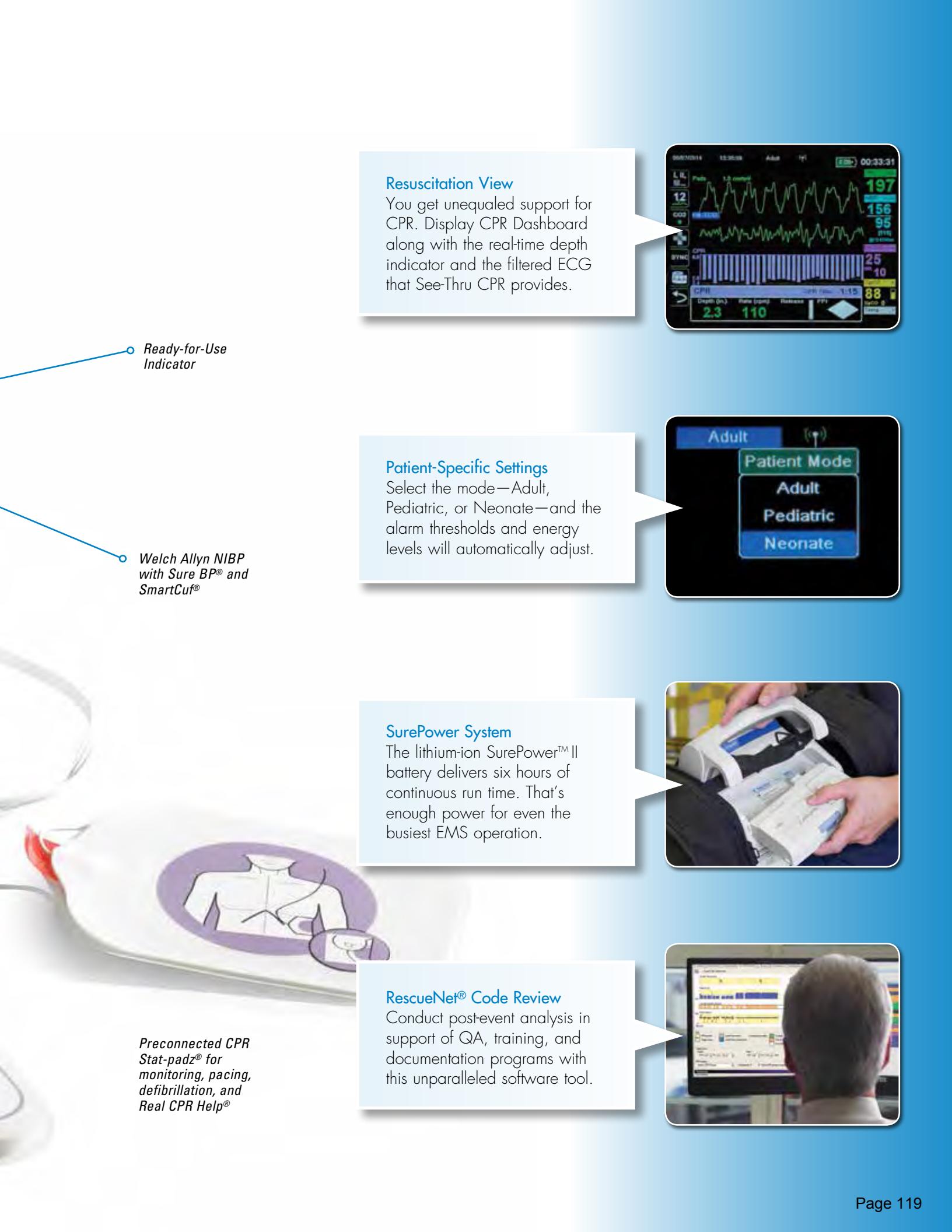


*Visual Alarm Indicator*

*Oridion Microstream® Capnography*

*Masimo® rainbow® SET Pulse CO-Oximetry*





### Resuscitation View

You get unequaled support for CPR. Display CPR Dashboard along with the real-time depth indicator and the filtered ECG that See-Thru CPR provides.

○ Ready-for-Use Indicator

○ Welch Allyn NIBP with Sure BP® and SmartCuf®

### Patient-Specific Settings

Select the mode—Adult, Pediatric, or Neonate—and the alarm thresholds and energy levels will automatically adjust.

### SurePower System

The lithium-ion SurePower™ II battery delivers six hours of continuous run time. That's enough power for even the busiest EMS operation.

Preconnected CPR Stat-padz® for monitoring, pacing, defibrillation, and Real CPR Help®

### RescueNet® Code Review

Conduct post-event analysis in support of QA, training, and documentation programs with this unparalleled software tool.

Page 119

# Impacting Outcomes Link by Link



## EARLY INTERVENTION

Immediate defibrillation is the single most important factor in saving an SCA victim's life. ZOLL's LifeVest® Wearable Defibrillator is the ultimate early intervention for high-risk patients.



## EARLY ACCESS

A timely 911 response is critical to survival. ZOLL's RescueNet® suite of call management products helps ensure the right resources get to the right place ASAP.



## EARLY CPR

More than half of arrests involve non-shockable rhythms. Delivering consistent, high-quality CPR, whether manually using Real CPR Help or mechanically with the AutoPulse® is the basis of treatment for these patients.



## EARLY DEFIBRILLATION

Patients benefit when AEDs are deployed. While the AED Plus® brings simplicity to the public responder, the AED Pro® delivers the durability expected for the first responding BLS provider.



## EARLY ACLS

Whether it is ZOLL's biphasic waveform, which is superior in high-impedance patients, an external pacing waveform that captures twice as often at half the current, or best-in-class patient monitoring, ZOLL ensures providers are equipped to deliver the best care possible.



## POST-RESUSCITATION CARE

It is increasingly evident that post-resuscitation care is a vital link in the Chain of Survival. Goal-directed therapy, including fever control, fluid management, and glucose control, promise to improve outcomes. ZOLL has technologies for temperature management and delivery of fluid and blood products.

## ADVANCING RESUSCITATION. TODAY.®

ZOLL Medical Corporation | 269 Mill Road | Chelmsford, MA 01824 | 978-421-9655 | 800-804-4356 | [www.zoll.com](http://www.zoll.com)

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31 Willowbrook Drive  
Concord, NC 28027

Attn: James Lentz

email: [jwlentz@cabarruscounty.us](mailto:jwlentz@cabarruscounty.us)

Tel: 704-920-2606

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269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

### QUOTATION 299460 V:1

DATE: February 14, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	<p><b>X Series® Manual Monitor/Defibrillator</b> \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• <b>One (1)-year EMS warranty</b></p> <p><b>Advanced Options:</b></p> <p><b>Real CPR Help Expansion Pack</b> \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p>	23	\$37,275.00	\$30,565.50	\$703,006.50 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Andrea Jannarone  
Senior Account Executive  
919-594-7668

1. DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL MARCH 30, 2019.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT [esales@zoll.com](mailto:esales@zoll.com) OR FAX TO 978-421-0015.
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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>ZOLL Noninvasive Pacing Technology:</b> \$2,550  <b>Masimo Pulse Oximetry</b>  <b>SP02</b> \$1,795 • Signal Extraction Technology (SET) • Rainbow SET <b>NIBP Welch Allyn includes:</b> \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff  <b>End Tidal Carbon Dioxide monitoring (ETCO2)</b> <b>Oridion Microstream Technology:</b> \$4,995 Order required Microstream tubing sets separately  <b>Interpretative 12- Lead ECG:</b> \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8 0 0 0 - 0 3 3 0	<b>SpO2 Rainbow Reusable Patient Cable:</b> Connects to LNCS Single Use and Reusable Sensors (4 ft)	23	\$295.00	\$241.90	\$5,563.70 *
3	8 0 0 0 - 0 2 9 4	<b>SpO2 LNCS Adult Reusable Sensor (1 each)</b>	23	\$295.00	\$241.90	\$5,563.70 *
4	8 0 0 0 - 0 8 9 5	<b>Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs</b>	23	\$157.50	\$129.15	\$2,970.45 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

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**FREIGHT:** Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	8000-0580-01	Six hour rechargeable Smart battery	28	\$495.00	\$405.90	\$11,365.20 *
6	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$2,583.00	\$2,118.06	\$2,118.06 *
7	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries.	9	\$945.00	\$774.90	\$6,974.10 *
8	8300-000676	OneStep Cable, X Series	22	\$425.00	\$348.50	\$7,667.00 *
9	7800-0214	MRX Biphasic w/Pacing, 12 lead + 3 parameters Trade-In	19		(\$9,427.25)	(\$179,117.75) **
		**Trade value guaranteed only through March 30, 2019.  **Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.				

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

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(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**QUOTATION 299460 V:1**

DATE: February 14, 2019

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p style="text-align: center;">*Reflects Public Safety Association Inc (PSAI) Contract No. PSAI 2018-11 pricing. Effective 12/01/2018 to 11/30/2021.</p>				

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

**TOTAL**

**\$566,110.96**

Andrea Jannarone  
Senior Account Executive  
919-594-7668

1. DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL MARCH 30, 2019.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT [esales@zoll.com](mailto:esales@zoll.com) OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Finance - Adjust Soil and Water Prime Farmland Funding to the Capital Improvement Plan Level

**BRIEF SUMMARY:**

Per the FY19 Capital Improvement plan, the Soil and Water Prime Farmland funding level should be \$125,000. By reviewing the beginning FY19 available funds, a \$1,703.50 adjustment needs to be made to maintain the set aside funding for this program. Funding breakdown includes a \$100,000 budget for future easement purchases and a \$25,000 budget for legal fees. At this time, the legal fee line item should be increased \$1,703.50. Also included in the attached budget amendment are very small adjustments to the interest revenue, donation revenue, and Soil and Water District expenditure account for account tracking purposes.

**REQUESTED ACTION:**

Motion to approve the Soil and Water adjustment of funds and approve the related budget amendment and project ordinance.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Susan Fearrington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Fd 460 Small Project Fund BA
- Fd 460 Small Projects Project Ordinance

## Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Purpose: to allocate funds for the Capital improvement plan funding of prime farmland soil per the FY 19 budget (per County Manager-this project should be budgeted at \$125,000 and each year the capital improvement funding will allocate additional funds up to \$125,000), and to adjust the budget for the interest and donations accounts.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	0000-6023	Deferred Tax Collection	1,865,987.76		1,703.50	1,864,284.26
460	9	0000-9830	Other Improvements	2,227,922.19		1,703.50	2,226,218.69
460	6	3270-6023	Deferred Tax Collection	126,000.00	1,703.50		127,703.50
460	9	3270-9445	Purchased Services	142,000.00	1,703.50		143,703.50
460	6	3270-6701	Interest on Investment	1,693.00	0.20		1,693.20
460	6	3270-6805	Donations	2,898.00	0.06		2,898.06
460	9	3270-9698	Soil and Water District	70,145.50	0.26		70,145.76

### Budget Officer

Approved

Denied

### County Manager

Approved

Denied

### Board of Commissioners

Approved

Denied

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE**

**BE IT ORDAINED**, by the Board of County Commissioners of the County of Cabarrus, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

Board of Elections Department	
Interest on Investments	\$ 34,098
Contribution from General Fund	61,484
Contribution from Capital Reserve	<u>150,000</u>
	\$ 245,582
Register of Deeds Department:	
Register of Deeds Fees	\$1,543,669
Interest on Investments	43,351
Contribution from General Fund	<u>77,505</u>
	\$1,664,525
Soil and Water Department:	
Other Improvement Projects	\$218,441
EEP Contract	16,900
ADFP Grant	60,146
Drill Program Fees	13,100
Suther Farm Project	780,000
Hill Farm Project	116,516
Stewardship Fund	<u>36,421</u>
	\$1,241,524
Local Agricultural Preservation Projects:	
Contribution from General Fund	\$13,800
Deferred Farm Tax Collections	1,927,284
Deferred Farm Tax Interest	304,382
Interest on Investments	<u>32,751</u>
	\$2,278,217
<b>TOTAL REVENUES</b>	<b>\$5,429,848</b>

- D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 245,582

Register of Deeds Department:

Register of Deeds Automation & Preservation	\$ 1,664,525
<b>Soil and Water Department:</b>	
Other Improvement Projects	\$218,441
EEP Contract	16,900
ADFP Conservation Easement	60,146
Drill Repair & Maintenance	13,100
Suther Farm Project	780,000
Hill Farm Project	116,516
Stewardship	36,421
	<hr/>
	\$1,241,524
<b>Local Agricultural Preservation Projects:</b>	
Other Improvement Projects	\$2,278,217
<b>TOTAL EXPENDITURES</b>	<b>\$5,429,848</b>
<b>GRAND TOTAL – REVENUES</b>	<b>\$5,429,848</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$5,429,848</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  1. The County Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
  2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
  3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
  6. The County Manager or designee may adjust debt financing from estimated projections to actual funds received.
  7. The County Manager may enter into and execute change orders or amendments to County construction contracts in amounts less than \$90,000 when the

appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.

8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriation to such agencies where G.S. 153 A-248(b), 259. 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129 (a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project Ordinance associated with the project is closed.

Adopted this 18<sup>th</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Finance - North Carolina Education Lottery Payment Applications for School Debt Service

**BRIEF SUMMARY:**

Lottery proceeds in the amount of \$2,000,000 were included in the FY19 General Fund budget to pay a portion of debt service related to public school debt. Upon approval by the Cabarrus County Board of Education, the Kannapolis City Board of Education and the Cabarrus County Board of Commissioners, two payment request applications will be submitted to the Department of Public Instruction.

The Cabarrus County School application is for \$1,754,000 and the Kannapolis City School application is for \$246,000, for a total of \$2,000,000. A budget amendment and Capital Project Ordinance is included for your review.

**REQUESTED ACTION:**

Motion to authorize the Cabarrus County Chairman to execute the Public School Building Capital Fund applications to release funds in the amount \$2,000,000 from the North Carolina Education Lottery Fund, and to approve the related budget amendment and updated Capital Project Ordinance.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Susan Fearrington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- CCS Application
- KCS Application
- Fd 320 Budget Amendment
- Fd 320 Project Ordinance

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

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

County: Cabarrus

Contact Person: Kelly Klutz

LEA: Cabarrus County #130

Title: Chief Financial Officer

Address: PO Box 388 Concord, NC 28026

Phone: 704-260-5705

Project Title: 2018-19 Debt Service for School Construction

Location: Concord, NC

Type of Facility: Debt Service for School Construction (LOBS 2015D)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt Service for LOBS issued to build and renovate School buildings for Cabarrus County Schools #130

Estimated Costs:

Purchase of Land	\$	
Planning and Design Services	\$	
New Construction	\$	
Additions / Renovations	\$	
Repair	\$	
Debt Payment / Bond Payment	\$	1,754,000.00
<b>TOTAL</b>	\$	<b>1,754,000.00</b>

Estimated Project Beginning Date: 7/1/18 Est. Project Completion Date: 6/30/19

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 1,754,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

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

County: Cabarrus

Contact Person: Will Crabtree

LEA: Kannapolis City Schools #132

Title: Director of Business Operations

Address: 100 Denver St. Kannapolis, NC

Phone: 704-938-1131

Project Title: 2018-2019 Debt Service for School Construction

Location: Kannapolis, NC

Type of Facility: Debt Service for School Construction (LOBS 2015D)

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Debt Service for LOBS issued to build and renovate School buildings for the Kannapolis City Schools #132

Estimated Costs:

Purchase of Land	\$	
Planning and Design Services		
New Construction		
Additions / Renovations		
Repair		
Debt Payment / Bond Payment		246,000.00
<b>TOTAL</b>	<b>\$</b>	<b>246,000.00</b>

Estimated Project Beginning Date: 7/1/18 Est. Project Completion Date: 6/30/19

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 246,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

## Budget Revision/Amendment Request

Date: **3/18/2019**

Amount: **2,000,000.00**

Dept. Head: **Susan Fearrington (prepared by Sarah Chesley)**

Department: **Finance - Public School Capital Fund**

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

**This amendment records the Public School Building Capital Lottery funds requested from the Department of Public Instruction. The funds will be used towards the FY19 school debt service payments. Cabarrus County Schools' portion is \$1,754,000 and Kannapolis City Schools' portion is \$246,000.**

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
320	6	7210-6444	Lottery Proceeds	22,069,308.00	2,000,000.00		24,069,308.00
320	9	7210-9704	Cont'b to General Fund	20,419,308.00	2,000,000.00		22,419,308.00
							0.00

### Budget Officer

Approved

Denied

Signature

Date

### County Manager

Approved

Denied

Signature

Date

### Board of Commissioners

Approved

Denied

Signature

Date

# PUBLIC SCHOOL BUILDING CAPITAL PROJECTS FUND BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Lottery Proceeds	\$24,069,308
Lottery Proceeds – Rowan County	300,000

<b>TOTAL REVENUES</b>	<b>\$24,369,308</b>
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- D. The following appropriations are made as listed.

Debt Service	\$22,419,308
Construction	1,650,000
Debt Service – Rowan County	300,000

<b>TOTAL EXPENDITURES</b>	<b>\$24,369,308</b>
---------------------------	---------------------

<b>GRAND TOTAL – REVENUES</b>	<b>\$24,369,308</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$24,369,308</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:

1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18<sup>st</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Finance - Balance of FY19 Construction Funding for West Cabarrus High School and Hickory Ridge Elementary School

**BRIEF SUMMARY:**

The approved FY19 Capital Improvement Plan included funding for West Cabarrus High School and Hickory Ridge Elementary School. Funding of \$3,703,750 was provided by the Capital Reserve Fund and \$500,000 from the Lottery Fund. Details of the categories funded and a Lottery Application are included for your review.

**REQUESTED ACTION:**

Motion to authorize the Cabarrus County Chairman to execute the Public School Building Capital Fund application to release funds in the amount of \$500,000 from the North Carolina Education Lottery Fund.

Motion to approve the Budget amendment and related Project Ordinances to record the final construction funding for the West Cabarrus High School and Hickory Ridge Elementary School projects.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Susan Fearrington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

## **COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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### **ATTACHMENTS:**

- CIP Funded Projects
- Funding BA
- Lottery Application
- Fd 320 Project Ordinance
- Fd 369 Project Ordinance
- Fd 370 Project Ordinance
- Fd 450 Project Ordinance

**Cabarrus County****FY19 Capital Improvement Funded Projects****March 18, 2019**

<u>Project</u>	<u>Capital Reserve Amount</u>	<u>Lottery Amount</u>
<b>West Cabarrus High School:</b>		
Technology	\$ 196,750.00	\$ -
Equipment & Furniture	2,000,000.00	-
Start-up Costs/Construction	-	500,000.00
	<hr/> 2,196,750.00	500,000.00
 <b>Hickory Ridge Elementary School:</b>		
Technology	327,000.00	-
Equipment and Furniture	900,000.00	-
Start-up Costs	300,000.00	-
	<hr/> 1,527,000.00	-
<b>Grand Total</b>	<hr/> <hr/> \$ 3,723,750.00	\$ 500,000.00

## Budget Revision/Amendment Request

Date: **3/18/2019** Amount: **4,223,750.00**

Dept. Head: **Susan Fearrington (prepared by Sarah Chesley)** Department: **Finance - multiple funds**

Internal Transfer Within Department  Transfer Between Departments/Funds  Supplemental Request

**This budget amendment is to release funds from the Capital Reserve account that were set aside for West Cabarrus High School in the amount of \$2,196,750 to fund Equipment and Furniture for \$2,000,000, Technology in the amount of \$196,750 and to use lottery funds in the amount of \$500,000 for start-up costs. We are also releasing funds from the Capital Reserve account that were set aside for the Hickory Ridge Elementary School in the amount of \$1,527,000 to fund Equipment and Furniture in the amount of \$900,000, Technology in the amount of \$327,000 and Start-up costs in the amount of \$300,000.**

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
450	9	7220-9708	Cont'b to Capital Projects Funds	70,864,504.10	2,196,750.00		73,061,254.10
450	9	7220-9821	Building & Renovations	17,017,304.20		2,196,750.00	14,820,554.20
320	6	7210-6444	Lottery Proceeds	24,069,308.00	500,000.00		24,569,308.00
320	9	7210-9708	Cont'b to Capital Projects Funds	1,650,000.00	500,000.00		2,150,000.00
369	6	7344-6921	Cont'b from Capital Reserve Fund	5,231,692.00	2,196,750.00		7,428,442.00
369	6	7344-6910	Cont'b from Capital Projects Fund	4,933,803.26	500,000.00		5,433,803.26
369	9	7344-9862	Technology - WCHS	778,250.00	196,750.00		975,000.00
369	9	7344-9860	Equipment and Furniture - WCHS	-	2,000,000.00		2,000,000.00
369	9	7344-9726	Start-up Costs - WCHS	-	500,000.00		500,000.00
450	9	7220-9708	Cont'b to Capital Projects Funds	73,061,254.10	1,527,000.00		74,588,254.10
450	9	7220-9821	Building & Renovations	14,820,554.20		1,527,000.00	13,293,554.20
370	6	7345-6921	Cont'b from Capital Reserve Fund	3,215,804.00	1,527,000.00		4,742,804.00
370	9	7345-9862	Technology - HRES	183,000.00	327,000.00		510,000.00
370	9	7345-9860	Equipment and Furniture - HRES	-	900,000.00		900,000.00
370	9	7345-9726	Start up Costs - HRES	-	300,000.00		300,000.00

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget

**Budget Officer**

- Approved  
 Denied

*Signature*

*Date*

**County Manager**

- Approved  
 Denied

*Signature*

*Date*

**Board of Commissioners**

- Approved  
 Denied

*Signature*

*Date*

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

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

County: Cabarrus

Contact Person: Kelly Klutz

LEA: Cabarrus County #130

Title: Chief Financial Officer

Address: PO Box 388 Concord, NC 28026

Phone: 704-260-5705

Project Title: West Cabarrus High School Construction Costs

Location: Concord

Type of Facility: High School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

(3) No county shall have to provide matching funds...

(4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.

(5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Provide funds for construction costs of the West Cabarrus High

Estimated Costs:

Purchase of Land \_\_\_\_\_ \$ \_\_\_\_\_

Planning and Design Services \_\_\_\_\_

New Construction \_\_\_\_\_ 500,000.00

Additions / Renovations \_\_\_\_\_

Repair \_\_\_\_\_

Debt Payment / Bond Payment \_\_\_\_\_

TOTAL \_\_\_\_\_ \$ 500,000.00

Estimated Project Beginning Date: 11/2017 Est. Project Completion Date: 8/2020

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 500,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)

(Date)

(Signature — Chair, Board of Education)

(Date)

# PUBLIC SCHOOL BUILDING CAPITAL PROJECTS FUND BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Lottery Proceeds	\$24,569,308
Lottery Proceeds – Rowan County	300,000

<b>TOTAL REVENUES</b>	<b>\$24,869,308</b>
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- D. The following appropriations are made as listed.

Debt Service	\$22,419,308
Construction	2,150,000
Debt Service – Rowan County	300,000

<b>TOTAL EXPENDITURES</b>	<b>\$24,869,308</b>
---------------------------	---------------------

<b>GRAND TOTAL – REVENUES</b>	<b>\$24,869,308</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$24,869,308</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.

2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.

- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18<sup>st</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

**CABARRUS COUNTY  
LIMITED OBLIGATION BONDS 2017 PROJECT  
BUDGET ORDINANCE**

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the construction of a Parking Deck. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

Debt Proceeds	\$79,194,879
General Fund Contribution	997,000
Capital Projects Fund	7,679,803
Capital Reserve Contribution	9,070,415
<b>TOTAL REVENUES</b>	<b>\$96,942,097</b>

- C. The following appropriations are made as listed.

Financing Costs	\$814,779
Parking Deck Downtown Concord	13,583,850
Performance Learning Center	4,000,000
Other County Projects	2,472,973
West Cabarrus High School	76,070,495
<b>TOTAL EXPENDITURES</b>	<b>\$96,942,097</b>

<b>GRAND TOTAL – REVENUES</b>	<b>\$96,942,097</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$96,942,097</b>

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.

2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.
12. The Manager, Finance Director, or designee may create debt financing amendments from estimated projections upon approval by the Board of Commissioners of the debt financing and adjust as needed upon closing.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18<sup>th</sup> Day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

**CABARRUS COUNTY  
LIMITED OBLIGATION BONDS 2018 PROJECT  
BUDGET ORDINANCE**

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I.

- A. The project authorized is for the construction and renovations of Public Schools. Details of the project are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.

It is estimated that the following revenues will be available to complete capital projects as listed.

General Fund Contribution	\$ 901,000
Capital Project Fund Contribution	517,197
Debt Proceeds	54,680,000
Capital Reserve Contribution	7,036,745

**TOTAL REVENUES** **\$63,134,942**

- C. The following appropriations are made as listed.

Legal Fees	\$ 505,534
HVAC Replacement – Mt. Pleasant High-CCS	4,276,945
Mobile Units – CCS	2,095,676
HVAC Replacement – JN Fries Middle-CCS	3,011,267
Hickory Ridge Elementary-CCS	34,937,579
RCCC – Advanced Technology Center	16,586,941
Land - RCCC	1,721,000

**TOTAL EXPENDITURES** **\$63,134,942**

**GRAND TOTAL – REVENUES** **\$63,134,942**

**GRAND TOTAL – EXPENDITURES** **\$63,134,942**

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:

1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.

- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18<sup>th</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

# CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is for the purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Interest on Investments	\$ 560,142
Contributions from General Fund	91,988,028
Contributions from Capital Projects Fund	338,309
Contributions from CVB	573,771
Contributions from other Governments	3,000,000

**TOTAL REVENUES** **\$96,460,250**

- D. The following appropriations are made as listed:

Mt. Pleasant Middle School	3,627,164
Royal Oaks Elementary	4,476,490
Kannapolis Middle School	5,018,148
Odell 3-5 Elementary School	19,755,175
G.W. Carver Renovations	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Unit Replacement	205,000
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	630,306
Site Study Multiple Schools	30,000
J.N. Fries Middle School – Upfit	300,000
A.L. Brown High School Paving	500,000
Performance Learning Center	590,709
West Cabarrus High School	12,362,245
Hickory Ridge Elementary School	5,260,001
RCCC – Advanced Technology Center	2,293,941
RCCC Renovations	280,043
Cabarrus County Schools – Buses FY16	875,000
Cabarrus County Schools – Mobile Units FY16	1,110,000
Cabarrus County Schools yellow buses (10) FY17	880,000
Cabarrus County Schools mobile units (20) FY17	2,400,000
Kannapolis City Schools yellow buses (5) FY17	441,739
School Contingencies	2,017,889
Tax Collector's Office Renovation	9,116
Frank Liske Park Overflow Parking Lot	24,908
Training & Firing Range Renovations	50,000
Public Safety Training Center	75,000
Carolina Thread Trail	50,000

FLP – Western Playground Restroom Facility	375,000
Arena Aisle Safety Lighting	185,000
Arena Marquee Replacement & Sign Enhancement	112,500
County Website Development	250,000
Renovations to 2325 Lake Concord Road	195,000
Courthouse Expansion	6,100,000
Arena Restroom Renovations	100,000
FLP Barn Restrooms	102,000
EMS Heart Monitors	550,111
EMS Relocation to Concord Fire #10	375,000
Government Center Bathroom ADA	205,000
Door Access & Security Cameras - Sheriff	70,000
ITS – Fiber Infrastructure Improvements	120,000
Governmental Center Chiller Replacement	211,000
Radio Network & Ethernet Backhaul & Edge	500,000
Arena Lighting Control System Replacement	235,000
Frank Liske Park Playground Replacement	100,000
EMS Headquarters - Consultant	50,000
Midland Library Furniture	75,000
Operations Center	2,641,264
County Facility Projects	27,717
Downtown Parking Deck	1,070,000
Robert Wallace Park	3,091,047
Park Projects/CVB	573,771
Other County Capital Projects	13,293,554
<b>TOTAL EXPENDITURES</b>	<b>\$96,460,250</b>

<b>GRAND TOTAL – REVENUES</b>	<b>\$96,460,250</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$96,460,250</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
  2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
  3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.

6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18<sup>th</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Finance - Updates to the School Construction Fund and Construction and Renovation Fund

**BRIEF SUMMARY:**

Projects for Cox Mill Elementary, Patriots Elementary, Kannapolis Middle and the Sheriff's Department have been completed. Included you will find a report with unspent project balances which are being transferred to the available account within each fund to allow for future projects.

A request from Cabarrus County Schools was received for land testing in the amount of \$12,000 for a future middle school site. The funding can be provided by the available funds in the School Construction Fund.

There is also a need for camera replacements in county facilities in the amount of \$24,099. The funding can be provided by the available funds in the Construction and Renovation Fund.

As part of the FY19 Capital Improvement Plan, ten yellow school buses were approved for West Cabarrus High School and Hickory Ridge Elementary School. The \$880,000 funding was provided by the Capital Reserve Fund and will be recorded now in the School Construction Fund.

**REQUESTED ACTION:**

Motion to approve the Cabarrus County School land testing request.

Motion to approve the budget amendment and Project Ordinance updates to the School Construction Fund and Construction and Renovation Fund for completed projects, the school

bus funding, and the land testing request.

**EXPECTED LENGTH OF PRESENTATION:**

**SUBMITTED BY:**

Susan Fearrington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Closed Project List
- CCS Land Testing Request
- Bus CIP Approval
- Budget Amendment
- Fd 343 Project Ordinance
- Fd 364 School Const.Project Ordinance
- Fd 450 Project Ordinance

**Cabarrus County****FY19 Completed Projects - School Construction Fund and Construction and Renovation Fund****March 18, 2019**

<u>Project</u>	<u>Purpose</u>	<u>Budget</u>	<u>Total Expenditures</u>	<u>Amount moved to AVAIL</u>
<b>Fund 364 - School Construction Fund</b>				
Cox Mill Elementary	Sewer line Improvements	\$ 25,000.00	\$ 23,536.74	\$ 1,463.26
Patriots Elementary	Two Stackable Mobile Units	122,100.35	122,099.98	0.37
Carver Elementary	Building Improvements	1,620,025.00	1,617,287.86	2,737.14
		<u>\$ 1,767,125.35</u>	<u>\$ 1,762,924.58</u>	<u>\$ 4,200.77</u>
<b>Fund 343 - Construction and Renovation Fund</b>				
Sheriff's Department	Restroom Repairs	\$ 150,000.00	\$ 113,659.20	\$ 36,340.80



February 4, 2019

The Honorable  
Mr. Steve Morris, Chair  
Ms. Diane Honeycutt, Vice Chair  
Ms. Liz Poole  
Mr. Lynn Shue  
Mr. Blake Kiger  
Cabarrus County Board of Commissioners  
65 Church Street, SE  
Concord, NC 28026

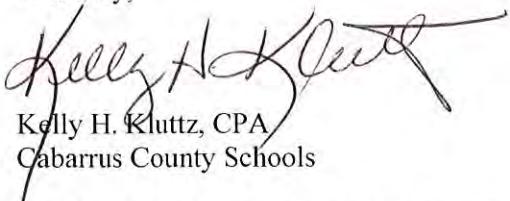
Re: funding request for new middle school – Engineering

Dear Board of Commissioners:

Cabarrus County Schools is requesting \$12,000 to perform land testing on a potential site for the new middle school as indicated in the 10-year plan. We will be performing a Phase 1 Environmental Site Assessment, Geotechnical Engineering Evaluation, and Preliminary Jurisdictional Feature Determination (wetlands/streams) to help limit the unknowns associated with this land purchase.

Please let us know if you have questions or concerns.

Sincerely,



Kelly H. Kluttz, CPA  
Cabarrus County Schools

Cc: Dr. Chris Lowder, Ms. Cindy Fertenbaugh, Mr. Rob Walter, Mrs. Carolyn Carpenter, Mr. Barry Shoemaker, Mr. David Harrison, Mrs. Holly Grimsley, Ms. Laura Blackwell

# Capital Improvement Plan

**Department:** Cabarrus County Schools  
**Function:** Education

**Project Title:** (10) Yellow Buses

**Type:** New  
**Status:** Future

**Total Cost:** \$ 880,000



## Project Description

Provide safe and reliable transportation for the projected growth of students attending CCS and to serve the need of additional special programs.

## Background & Justification/Status

With the opening of West Cabarrus High School, transportation will need to purchase 10 additional buses to cover the expected growth and enrollment of students to keep the ride time average (50 minutes) stable. Each school bus must meet NC State standards. The total requested includes the cost of the buses, cameras, taxes, tags, and fees.

## Impact If Not Funded and Maximum Time it Can be Delayed

If the 10 yellow buses are not funded, it will have a ripple effect in the following year(s). Future years show an increase in enrollment in all tiers. Should the department have an insufficient number of buses available, ride time will increase, earlier stop times will occur and ridership could be denied in heavy growth areas. In addition, a shortage of buses would cause us to use our spare buses to transport students which would decrease the number of buses to be used when a bus is "parked."

Project Costs	FY 2018 Adopted	FY 2019 Adopted	FY 2020 Planning	FY 2021 Planning	FY 2022 Planning	FY 2023 Planning	Future Years
Planning/Design							
Land/Acquisition							
Construction							
Building Improvements							
Equipment							
Other			880,000				
<b>Total</b>	\$ -	\$ 880,000	\$ -	\$ -	\$ -	\$ -	\$ -

## Funding Sources

General Fund							
Capital Reserve Fund			880,000				
Multi Year Fund							
Debt							
Grants							
Permits/Fees							
Other-TBD							
<b>Total</b>	\$ -	\$ 880,000	\$ -	\$ -	\$ -	\$ -	\$ -

## Operating Budget Impact

Salaries & Benefits							
Materials & Supplies							
Contracts & Services							
Capital Outlay							
Other							
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

Use this sheet to communicate any difficulties you may have had filling in the locked first sheet. You ma

y paste anything here with instructions for us to input on the first sheet.

## Budget Revision/Amendment Request

Date:  Amount:

Dept. Head:  Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

The purpose of this amendment is to move unused funds from completed projects in the School Construction Fund, Cox Mill Elementary in the amount of \$1,463.29, Patriots Elementary in the amount of .37 cents, Kannapolis Middle School in the amount of \$2,737.14, and in the Construction & Renovation, Sheriff's Bathroom repair in the amount of \$36,340.80, to an available account to be used for other projects. This amendment also moves funds 1) from the School Construction Fund AVAIL account into the Multiple School site development project in the amount of \$12,000 for land testing and 2) from the Construction and Renovation Fund AVAIL account for a County Building camera replacement system in the amount of \$24,099. In addition this BA releases funds from the Capital Reserve Fund to fund the purchase of 10 yellow school buses for WCHS & HRES in the amount of \$880,000.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
364	6	0000-6921-AVAIL	Cont'b from CRF	73,311.85	1,463.26		74,775.11
364	9	0000-9830-AVAIL	Other Improvements - AVAIL	77,366.76	1,463.26		78,830.02
364	6	7316-6921	Cont'b from CRF	25,000.00		1,463.26	23,536.74
364	9	7316-9830	Other Improvements - Cox Mill Elementary	25,000.00		1,463.26	23,536.74
364	6	0000-6921-AVAIL	Cont'b from CRF	74,775.11	0.37		74,775.48
364	9	0000-9830-AVAIL	Other Improvements - AVAIL	78,830.02	0.37		78,830.39
364	6	7330-6921	Cont'b from CRF	122,100.35		0.37	122,099.98
364	9	7330-9826	Building Acquisition- Patriots Elementary	122,100.35		0.37	122,099.98
364	6	0000-6921-AVAIL	Cont'b from CRF	74,775.48	2,737.14		77,512.62
364	9	0000-9830-AVAIL	Other Improvements - AVAIL	78,830.39	2,737.14		81,567.53
364	6	7402-6921-RENO	Cont'b from CRF	1,520,978.00		2,737.14	1,518,240.86
364	9	7402-9821-RENO	Building and Improvements - KIS	1,620,025.00		2,737.14	1,617,287.86
364	6	0000-6921-AVAIL	Cont'b from CRF - AVAIL	77,512.62		12,000.00	65,512.62
364	9	0000-9830-AVAIL	Other Improvements - AVAIL	81,567.53		12,000.00	69,567.53
364	6	7338-6921	Cont'b from CRF - Multiple Schools Site Testing	30,000.00	12,000.00		42,000.00

364	9	7338-9606	Engineering - Multiple Schools Site Testing	-	12,000.00		12,000.00
							0.00
450	9	7220-9708	Cont'b to Capital Projects Funds	74,588,254.10	880,000.00		75,468,254.10
450	9	7220-9821	Building & Renovations	13,293,554.20		880,000.00	12,413,554.20
364	6	7338-6921	Cont'b from CRF - Buses Multiple Schools	-	880,000.00		880,000.00
364	9	7338-9863	Vehicles - Buses Multiple Schools	-	880,000.00		880,000.00
343	6	0000-6902-AVAIL	Cont'b from GF - AVAIL	60,578.62	36,340.80		96,919.42
343	9	0000-9830-AVAIL	Other Improvements - AVAIL	83,744.90	36,340.80		120,085.70
343	6	2110-6902-RPAIR	Cont'b from GF	150,000.00		36,340.80	113,659.20
343	9	2110-9821-RPAIR	Building and Renovations	150,000.00		36,340.80	113,659.20
343	6	0000-6902-AVAIL	Cont'b from GF - AVAIL	96,919.42		24,099.00	72,820.42
343	9	0000-9830-AVAIL	Other Improvements - AVAIL	120,085.70		24,099.00	95,986.70
343	6	1810-6902-CAMSY	Cont'b from GF - CAMSY	-	24,099.00		24,099.00
343	9	1810-9860-CAMSY	Equipment & Furniture	-	24,099.00		24,099.00
							0.00

**Budget Officer**

- Approved  
 Denied

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Signature

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Date

**County Manager**

- Approved  
 Denied

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Sianature

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Date

**Board of Commissioners**

- Approved  
 Denied

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Signature

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Date

# CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Park & Recreation Trust Fund (PARTF) Grant	\$ 350,000
Rental – Tower Lease	847,694
Sale of Fixed Assets	1,012,442
Contributions and Donations	117,036
General Fund Contribution	5,112,457
Lease Proceeds (Robert Wallace Park)	4,596,394
Capital Projects Fund Contribution	2,141,264
Capital Reserve Fund Contribution	13,399,546
<b>TOTAL REVENUES</b>	<b>\$27,576,832</b>

- D. The following appropriations are made as listed.

Government Center Chiller Replacement	\$211,000
Governmental Center ADA Bathrooms	151,469
County Building Camera Systems	24,099
ITS Fiber Technology Improvements	120,000
County Website Design	283,750
Furniture Replacements	184,723
County Operation Center	3,100,000
Elevator Modernization Government Center	176,000
Multiple building Fall Protection Measures	300,000
Jail Camera Upgrade	112,607
LEC Law Enforcement Technology	791,324
Training & Firing Range Renovation	50,000
Sheriff's Admin Roof Repair	113,659
Courthouse Expansion	6,100,000
Clerk of Court Improvements	113,000
Public Safety Training Center	90,000
EMS Headquarters – Consultants	50,000
EMS Co-location – Concord Fire #11	375,000
EMS Heart Monitors	566,111
Emergency Communications Equip & Ethernet Backhaul	2,721,086
JM Robinson High School Wetlands Mitigation	100,000

Landfill Retaining Wall	230,301
Veterans Services Improvements	92,674
Cooperative Ext. ADA Bathrooms	118,812
RCCC Land for future expansion	1,244,001
NE Area Park – Other Improvements	489,024
NE Area Park - Plot	100,000
Robert Wallace Park	8,147,965
Frank Liske Park – Barn Restrooms	126,405
Carolina Thread Trail	109,329
Frank Liske park Playground Replacement	100,000
Frank Liske Park – Lower Lot Restrooms	678,506
Midland Library Furniture	75,000
Arena – Lighting Control System Replacement	235,000
Unassigned	95,987
 <b>TOTAL EXPENDITURES</b>	 <b>\$27,576,832</b>
 <b>GRAND TOTAL – REVENUES</b>	 <b>\$27,576,832</b>
 <b>GRAND TOTAL – EXPENDITURES</b>	 <b>\$27,576,832</b>

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
  - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
  - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
  - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
  - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.

8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18<sup>th</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

# CABARRUS COUNTY SCHOOL CONSTRUCTION PROJECT BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is for the construction and renovations of Public Schools. Details of the projects are listed in section D. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
  - a. It is estimated that the following revenues will be available to complete capital projects as listed.

General Fund Contribution	\$49,047
Capital Reserve Contribution	3,840,465
Capital Projects Fund Contribution	54,055

**TOTAL REVENUES** **\$3,943,567**

- C. The following appropriations are made as listed.

Cox Elementary Sewer Relocation	23,537
Patriots Elementary Mobile Units	122,100
Site Evaluations-Multiple Schools	42,000
J.N. Fries Middle School Other Improvements	300,000
Kannapolis Intermediate Renovations-Carver Elem	1,617,288
A.L. Brown HS Other Improvements	500,000
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Units Replacement Phase II	105,000
RCCC – HVAC Replacement	100,000
Available Other Improvements	69,567

**TOTAL EXPENDITURES** **\$3,943,567**

**GRAND TOTAL – REVENUES** **\$3,943,567**

**GRAND TOTAL – EXPENDITURES** **\$3,943,567**

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:

1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.

- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18<sup>th</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

## CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

### Section I.

- A. The project authorized is for the purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Interest on Investments	\$ 560,142
Contributions from General Fund	91,988,028
Contributions from Capital Projects Fund	338,309
Contributions from CVB	573,771
Contributions from other Governments	3,000,000
<b>TOTAL REVENUES</b>	<b>\$96,460,250</b>

- D. The following appropriations are made as listed:

Mt. Pleasant Middle School	3,627,164
Royal Oaks Elementary	4,476,490
Kannapolis Middle School	5,018,148
Odell 3-5 Elementary School	19,755,175
G.W. Carver Renovations	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Unit Replacement	205,000
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	630,306
Site Study Multiple Schools	30,000
Buses – WCHS and HRES	880,000
J.N. Fries Middle School – Upfit	300,000
A.L. Brown High School Paving	500,000
Performance Learning Center	590,709
West Cabarrus High School	12,362,245
Hickory Ridge Elementary School	5,260,001
RCCC – Advanced Technology Center	2,293,941
RCCC Renovations	280,043
Cabarrus County Schools – Buses FY16	875,000
Cabarrus County Schools – Mobile Units FY16	1,110,000
Cabarrus County Schools yellow buses (10) FY17	880,000
Cabarrus County Schools mobile units (20) FY17	2,400,000

Kannapolis City Schools yellow buses (5) FY17	441,739
School Contingencies	2,017,889
Tax Collector's Office Renovation	9,116
Frank Liske Park Overflow Parking Lot	24,908
Training & Firing Range Renovations	50,000
Public Safety Training Center	75,000
Carolina Thread Trail	50,000
FLP – Western Playground Restroom Facility	375,000
Arena Aisle Safety Lighting	185,000
Arena Marquee Replacement & Sign Enhancement	112,500
County Website Development	250,000
Renovations to 2325 Lake Concord Road	195,000
Courthouse Expansion	6,100,000
Arena Restroom Renovations	100,000
FLP Barn Restrooms	102,000
EMS Heart Monitors	550,111
EMS Relocation to Concord Fire #10	375,000
Government Center Bathroom ADA	205,000
Door Access & Security Cameras - Sheriff	70,000
ITS – Fiber Infrastructure Improvements	120,000
Governmental Center Chiller Replacement	211,000
Radio Network & Ethernet Backhaul & Edge	500,000
Arena Lighting Control System Replacement	235,000
Frank Liske Park Playground Replacement	100,000
EMS Headquarters - Consultant	50,000
Midland Library Furniture	75,000
Operations Center	2,641,264
County Facility Projects	27,717
Downtown Parking Deck	1,070,000
Robert Wallace Park	3,091,047
Park Projects/CVB	573,771
Other County Capital Projects	12,413,554
<b>TOTAL EXPENDITURES</b>	<b>\$96,460,250</b>
<b>GRAND TOTAL – REVENUES</b>	<b>\$96,460,250</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$96,460,250</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.

2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.

- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18<sup>th</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Finance – Partial Funding for the New Courthouse Architect, Pre-Construction Administration Contracts, Engineering and Other Improvements

**BRIEF SUMMARY:**

Partial budget funding in the areas of Architecture, Pre-Construction Administration, Engineering and Other Improvements need to be recorded for the new Courthouse. Reallocation of existing funds and additional Capital Reserve funds are needed to meet the current needs of the new Courthouse project. To allocate this funding, two budget amendments and three project ordinances are included for your review.

**REQUESTED ACTION:**

Motion to approve funding for the new Courthouse Architect and Pre-Construction Administration contracts, Engineering and Other Improvement needs and the related budget amendments and project ordinances.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Susan Fearrington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Courthouse Backup
- Close out Budget Amendment
- Fd 450 Budget Amendment
- Fd 343 Project Ordinance
- Fd 368 Project Ordinance
- Fd 450 Project Ordinance

<b>Cabarrus County</b>		
<b>Courthouse Project</b>		
<b>Current Funding needs</b>		
<b>Architects</b>		
34392210-9607-COURT	A/E Basic Design Fee	\$ 5,750,000
	Third Party Estimator	50,000
	Furnishing, Fixtures & Equipment Design	320,000
	Reimbursable Expenses(prints, posters, etc)	10,000
	A/E Basic Construction Admin (submittal review, pay app, 72 visits)	1,250,000
	Augmented Construction Admin Additional (Enhanced)	578,000
	<b>Total Silling Architect Contract</b>	<b>7,958,000</b>
<b>Construction</b>		
34392210-9820-COURT	Pre-Construction Admin - Messer	1,111,000
<b>Engineering</b>		
34392210-9606-COURT	Pre-Design Engineers	100,000
<b>Other Improvements</b>		
34392210-9830-COURT	Other Improvements	2,400,000
	<b>Total Need</b>	<b>\$ 11,569,000</b>
<b>Funding</b>		
	Available within established Courthouse budget	\$ 5,150,000
	Mt. Pleasant Middle School underbudget	389,243
	Mt. Pleasant Middle School Contingency	385,086
	Mt. Pleasant Middle School Contractor Sales Tax	496,613
	Royal Oaks Elementary School underbudget	33,639
	Royal Oaks Elementary School Contingency	145,760
	Royal Oaks Elementary School Contractor Sales Tax	355,249
	Interest Income - unbudgeted	475,956
	Capital Reserve Funding	4,137,454
	<b>Total</b>	<b>\$ 11,569,000</b>

## Budget Revision/Amendment Request

Date:

Amount:

Dept. Head:

Department:

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

This budget amendment adjusts the construction budget for the 1) completed Mt. Pleasant Middle School replacement and 2) a budget adjustment for the partial completion of Royal Oaks Elementary School. This amendment also records unbudgeted interest income and contractor sales tax savings. The net effect of \$1,750,700.07 is being transferred to the Capital Reserve Fund for one time project funding.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
368	6	0000-6701	Interest on Investments	18,817.31	477,480.91		496,298.22
368	9	0000-9704	Contribution to General Fund	-	1,524.46		1,524.46
368	9	0000-9707	Contribution to Capital Reserve Fund	-	1,750,700.07	-	1,750,700.07
368	9	7305-9825	Contra Sales Tax	-		355,248.50	(355,248.50)
368	9	7305-9606	Engineers	262,500.00		4,770.71	257,729.29
368	9	7305-9726	Cabarrus County Sch-Start Up	207,250.00		251.37	206,998.63
368	9	7305-9860	Equipment & Furniture	805,000.00		3,133.08	801,866.92
368	9	7305-9862	Technology	752,400.00		6,606.84	745,793.16
368	9	7305-9864	Technology Infrastructure	287,600.18		18,876.95	268,723.23
368	9	7332-9825	Contra Sales Tax	-		496,613.02	(496,613.02)
368	9	7332-9485	Administration Fees	20,000.00		1.44	19,998.56
368	9	7332-9606	Engineers	357,877.00		83,336.25	274,540.75
368	9	7332-9607	Architects	1,454,990.00		31,104.72	1,423,885.28
368	9	7332-9726	Cabarrus County Sch-Start Up	189,999.70		4,394.37	185,605.33
368	9	7332-9820-0599	Construction-Owners Costs	300,000.00		165,409.96	134,590.04
368	9	7332-9860	Equipment & Furniture	1,215,000.00		31,739.59	1,183,260.41
368	9	7332-9862	Technology	782,308.00		73,256.30	709,051.70
368	9	7332-9864	Technology Infrastructure	505,815.00		0.52	505,814.48

450	6	7220-6910	Cont From Capital Projects Fund	331,709.00	1,750,700.07		2,082,409.07
450	9	7220-9821	Building and Renovations	12,413,554.20	1,750,700.07		14,164,254.27

**Budget Officer**

- Approved  
 Denied

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

**County Manager**

- Approved  
 Denied

*Sianature* \_\_\_\_\_

*Date* \_\_\_\_\_

**Board of Commissioners**

- Approved  
 Denied

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

## Budget Revision/Amendment Request

Date:  Amount:

Dept. Head:  Department:

Internal Transfer Within Department       Transfer Between Departments/Funds       Supplemental Request

**Purpose:** This Budget Amendment moves funds from the Contingency Fund for Royal Oaks Elementary in the amount of \$145,760 and the Mount Pleasant Middle School in the amount of \$385,086 and moves funds from Building and Renovations into the Contribution to Capital Project Fund in the amount of \$5,888,154. The total amount of \$6,419,000 will be used to fund the Courthouse architect and pre-construction contracts in the 343 Construction and Renovation Fund. This budget amendment also adjusts the consultants, engineering, other improvements and contingency budgets for current estimates.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
450	9	7305-9660	Contingency - ROE	145,760.00		145,760.00	0.00
450	9	7220-9708	Contribution to Capital Project Fund	70,864,504.10	145,760.00		71,010,264.10
450	9	7332-9660	Contingency - MPMS	505,086.00		385,086.00	120,000.00
450	9	7220-9708	Contribution to Capital Project Fund	71,010,264.10	385,086.00		71,395,350.10
450	9	7220-9821	Building & Renovations	14,164,254.27		5,888,154.00	8,276,100.27
450	9	7220-9708	Contribution to Capital Project Fund	71,395,350.10	5,888,154.00		77,283,504.10
343	6	2210-6921-COURT	Contribution from Capital Reserve	6,100,000.00	6,419,000.00		12,519,000.00
343	9	2210-9605-COURT	Consultants	100,000.00		16,904.22	83,095.78
343	9	2210-9606-COURT	Engineering	-	100,000.00		100,000.00
343	9	2210-9607-COURT	Architect	6,000,000.00	2,377,315.00		8,377,315.00
343	9	2210-9820-COURT	Construction	-	1,111,000.00		1,111,000.00

343	9	2210-9830-COURT	Other Improvements	113,000.00	2,355,785.98		2,468,785.98
343	9	2210-9660-COURT	Contingency	-	491,803.24		491,803.24

**Budget Officer**

- Approved  
 Denied

*Signature*

*Date*

**County Manager**

- Approved  
 Denied

*Signature*

*Date*

**Board of Commissioners**

- Approved  
 Denied

*Signature*

*Date*

# CABARRUS COUNTY CONSTRUCTION AND RENOVATION PROJECT BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is the various County construction and renovation related projects. Details of the projects are listed in section C. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Park & Recreation Trust Fund (PARTF) Grant	\$ 350,000
Rental – Tower Lease	847,694
Sale of Fixed Assets	1,012,442
Contributions and Donations	117,036
General Fund Contribution	5,112,457
Lease Proceeds (Robert Wallace Park)	4,596,394
Capital Projects Fund Contribution	2,141,264
Capital Reserve Fund Contribution	19,818,545
<b>TOTAL REVENUES</b>	<b>\$33,995,832</b>

- D. The following appropriations are made as listed.

Government Center Chiller Replacement	\$211,000
Governmental Center ADA Bathrooms	151,469
County Building Camera Systems	24,099
ITS Fiber Technology Improvements	120,000
County Website Design	283,750
Furniture Replacements	184,723
County Operation Center	3,100,000
Elevator Modernization Government Center	176,000
Multiple building Fall Protection Measures	300,000
Jail Camera Upgrade	112,607
LEC Law Enforcement Technology	791,324
Training & Firing Range Renovation	50,000
Sheriff's Admin Roof Repair	113,659
Courthouse Expansion	12,519,000
Clerk of Court Improvements	113,000
Public Safety Training Center	90,000
EMS Headquarters – Consultants	50,000
EMS Co-location – Concord Fire #11	375,000
EMS Heart Monitors	566,111
Emergency Communications Equip & Ethernet Backhaul	2,721,086
JM Robinson High School Wetlands Mitigation	100,000
Landfill Retaining Wall	230,301
Veterans Services Improvements	92,674

Cooperative Ext. ADA Bathrooms	118,812
RCCC Land for future expansion	1,244,001
NE Area Park – Other Improvements	489,024
NE Area Park - Plot	100,000
Robert Wallace Park	8,147,965
Frank Liske Park – Barn Restrooms	126,405
Carolina Thread Trail	109,329
Frank Liske park Playground Replacement	100,000
Frank Liske Park – Lower Lot Restrooms	678,506
Midland Library Furniture	75,000
Arena – Lighting Control System Replacement	235,000
Unassigned	95,987
 <b>TOTAL EXPENDITURES</b>	 <b>\$33,995,832</b>
 <b>GRAND TOTAL – REVENUES</b>	 <b>\$33,995,832</b>
 <b>GRAND TOTAL – EXPENDITURES</b>	 <b>\$33,995,832</b>

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
  - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.
  - 3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
  - 6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
  - 7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
  - 8. The County Manager may award and execute contracts which are not required

to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.

9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18<sup>th</sup> day of March 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

# CABARRUS COUNTY SCHOOL CONSTRUCTION DEBT FUND BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is for the construction and renovations of Public Schools. Details of the projects are listed in section D. of this Project Ordinance.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Capital Reserve Contribution	\$13,121,802
General Fund Contribution	1,336,500
Limited Obligation Bonds	84,944,452
Public School Building - Lottery funds	1,600,000
Interest Income	496,299
<b>TOTAL REVENUES</b>	<b>\$101,499,053</b>

- D. The following appropriations are made as listed.

Royal Oaks Elementary School	\$23,854,603
Mt. Pleasant Middle School	33,374,308
Kannapolis Middle School	41,777,548
Legal Fees/Closing Costs	741,894
Contribution to Capital Reserve Fund	1,750,700
<b>TOTAL EXPENDITURES</b>	<b>\$101,499,053</b>

<b>GRAND TOTAL – REVENUES</b>	<b>\$101,499,053</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$101,499,053</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
  2. The County Manager may transfer amounts up to \$500,000 between functions of

the same fund.

3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Director is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are

transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this the 18<sup>th</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

# CABARRUS COUNTY CAPITAL RESERVE CAPITAL PROJECT BUDGET ORDINANCE

**BE IT ORDAINED** by the Board of Commissioners of Cabarrus County, North Carolina that, Pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

## Section I.

- A. The project authorized is for the purpose of accumulating and appropriating funds specifically for future County and School capital projects.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed.

Interest on Investments	\$ 560,142
Contributions from General Fund	91,988,028
Contributions from Capital Projects Fund	2,089,009
Contributions from CVB	573,771
Contributions from other Governments	3,000,000

**TOTAL REVENUES** **\$98,210,950**

- D. The following appropriations are made as listed:

Mt. Pleasant Middle School	3,627,164
Royal Oaks Elementary	4,476,490
Kannapolis Middle School	5,018,148
Odell 3-5 Elementary School	19,755,175
G.W. Carver Renovations	1,520,978
CBTC Campus Renovations, Safety, Security	184,075
CBTC A/C Unit Replacement	205,000
Concord Middle School Roof	884,359
Harrisburg Elementary School Roof	630,306
Site Study Multiple Schools	30,000
Buses – WCHS and HRES	880,000
J.N. Fries Middle School – Upfit	300,000
A.L. Brown High School Paving	500,000
Performance Learning Center	590,709
West Cabarrus High School	12,362,245
Hickory Ridge Elementary School	5,260,001
RCCC – Advanced Technology Center	2,293,941
RCCC Renovations	280,043
Cabarrus County Schools – Buses FY16	875,000
Cabarrus County Schools – Mobile Units FY16	1,110,000
Cabarrus County Schools yellow buses (10) FY17	880,000
Cabarrus County Schools mobile units (20) FY17	2,400,000
Kannapolis City Schools yellow buses (5) FY17	441,739
School Contingencies	1,487,043
Tax Collector's Office Renovation	9,116
Frank Liske Park Overflow Parking Lot	24,908
Training & Firing Range Renovations	50,000
Public Safety Training Center	75,000

Carolina Thread Trail	50,000
FLP – Western Playground Restroom Facility	375,000
Arena Aisle Safety Lighting	185,000
Arena Marquee Replacement & Sign Enhancement	112,500
County Website Development	250,000
Renovations to 2325 Lake Concord Road	195,000
Courthouse Expansion	12,519,000
Arena Restroom Renovations	100,000
FLP Barn Restrooms	102,000
EMS Heart Monitors	550,111
EMS Relocation to Concord Fire #10	375,000
Government Center Bathroom ADA	205,000
Door Access & Security Cameras - Sheriff	70,000
ITS – Fiber Infrastructure Improvements	120,000
Governmental Center Chiller Replacement	211,000
Radio Network & Ethernet Backhaul & Edge	500,000
Arena Lighting Control System Replacement	235,000
Frank Liske Park Playground Replacement	100,000
EMS Headquarters - Consultant	50,000
Midland Library Furniture	75,000
Operations Center	2,641,264
County Facility Projects	27,717
Downtown Parking Deck	1,070,000
Robert Wallace Park	3,091,047
Park Projects/CVB	573,771
Other County Capital Projects	8,276,100
<b>TOTAL EXPENDITURES</b>	<b>\$98,210,950</b>
<b>GRAND TOTAL – REVENUES</b>	<b>\$98,210,950</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$98,210,950</b>

## Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
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  - 4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  - 5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets

to match, including grants that require a County match for which funds are available.

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### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

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- c. Copies of this capital project ordinance shall be furnished to the Clerk to the governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 18<sup>th</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Human Resources - Health Insurance Renewal FY20

**BRIEF SUMMARY:**

Following a review of renewal options, Human Resources and County Management would like to recommend a health insurance renewal for FY 20.

The County currently provides health coverage to over 1000 employees and 1,400 covered lives offering two plans, a traditional "Open Access Plan" (OAP) and a Consumer Driven Plan with a Health Savings Account (HSA). Approximately 38% of our employees are on the OAP plan.

With the approved OAP plan design changes, the health insurance FY20 renewal will be 1.74% increase from FY 19.

**REQUESTED ACTION:**

Motion to adopt the plan design changes to the OAP plan and increase the rate by \$10 per employee per month, from \$655 to \$665. The total amount increased is \$189,555.00.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Lundee Covington, HR Director

Johanna Ray, Health and Wellness Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- FY20 Health Insurance Renewal

# Health Insurance Meetings

## FY 20

Presented by:

Lundee Covington, Human Resources Manager  
Johanna Ray, Health and Wellness Manager



CABARRUS COUNTY  
*America Thrives Here*

# Health Insurance Renewal

- Continue with Cigna for FY 20
  - Dependent coverage premiums will remain the same on both plans
  - The claims for the OAP plan continue to run over 50% higher than the H S A plan.
  - Address the cost differential, it is recommended that the OAP individual deductible will increase \$500 and RX copays will change. **Premiums are able to remain the same.**
  - Cost increase to County: \$189,555
    - Self insured rate:  
Currently \$655 per employee per month  
FY 20 **\$665** per employee per month



2019-2020 Renewal		
	Proposed CIGNA Self-funded OAP	CIGNA Self-funded HSA
	In-Network	In-Network
<b>County Contribution to an HSA Account</b>	None	\$750
<b>Coinsurance Limit</b>	Single \$4,150 Family \$8,300	Single \$2,000 Family \$2,000
<b>Lifetime Maximum</b>	None	None
<b>Deductible - Individual</b>	\$2,000	\$1,500
<b>Deductible - Family</b>	\$4,000	\$3,000
<b>Max Out of Pocket-Individual</b>	\$6,150	\$3,500
<b>Max Out of Pocket-Family</b>	\$12,300	\$5,000
<b>Office Visits to Your PCP</b>	\$30 Copay	Ded/Coinsurance
<b>Office Visit to a Specialist</b>	Ded/Coinsurance	Ded/Coinsurance
<b>Wellness Benefits</b>	100%	100%
<b>Inpatient Hospital Care</b>	Ded/Coinsurance	Ded/Coinsurance
<b>Outpatient Surgery</b>	Ded/Coinsurance	Ded/Coinsurance
<b>Emergency Room Visit</b>	Ded/Coinsurance	Ded/Coinsurance
<b>Urgent Care</b>	Ded/Coinsurance	Ded/Coinsurance
<b>Prescription Drugs</b>	\$10/\$55/\$70 - 2x Mail	Ded/Coinsurance
<b>Benefit Percentage</b>	80%	80%

OAP changes are highlighted in yellow.

# FY20 Health Insurance

- **No dependent premium changes for employees**
- **Proposed plans for FY 20**
  - OAP (only available if health insurance effective prior to 7/1/17). Plan design changes.
  - H S A open to all. No plan changes.
- **Proposed increase of \$189,555 for the County**
  - **\$665 per employee per month**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Infrastructure and Asset Management - Courthouse Expansion Construction Manager at Risk Contract

**BRIEF SUMMARY:**

Messer Construction Co. was selected as the Construction Manager at Risk (CMAR) for the Cabarrus County Courthouse Expansion project. Staff will present the AIA contract(s) for Messer Construction Co. for approval by the Board of Commissioners. These contracts detail the delivery of the Guaranteed Maximum Prices (GMP's) for the site enabling package, Phase I (the new Courthouse building), and Phase II (renovations to the existing Courthouse). The contract will also carry the pre-construction services which represents the collaboration work with the design team and is the primary goal of a Construction Manager at Risk Project.

**REQUESTED ACTION:**

Motion to approve the contract between Cabarrus County and Messer Construction Co.; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Kyle Bilafer, Area Manager of Operations

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- AIA 133 Contract
- AIA 201 Contract
- Addendum A
- Addendum B
- Addendum C
- Addendum D



**Standard Form of Agreement Between Owner and Construction Manager as  
Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed  
Maximum Price**

**AGREEMENT** made as of the 1st day of February in the year 2019  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status and address)

Cabarrus County  
P.O. Box 707  
Street address: 242 General services Dr., Concord NC 28025  
Telephone Number (704) 920-3201;

and the Construction Manager:  
(Name, legal status and address)

Messer Construction Co  
4201 Stuart Andrew Blvd Suite B  
Charlotte NC 28217  
NC. License #70194  
Telephone Number (704) 679-6000

for the following Project:  
(Name and address or location)

Cabarrus County Courthouse  
77 Union St  
Concord NC 28025

The Architect:  
(Name, legal status and address)

Silling Architects, Inc.  
405 Capitol St.  
Charleston WV 25301

The Owner's Designated Representative:  
(Name, address and other information)

Kyle D. Bilafer  
Infrastructure & Asset Management Director  
Cabarrus County  
Telephone (704) 920-3201

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Construction Manager's Designated Representative:  
(Name, address and other information)

Stephen L. Keckeis  
4201 Stuart Andrew Blvd.  
Charlotte NC 28217  
Telephone (704) 679-6000

The Architect's Designated Representative:  
(Name, address and other information)

Thomas M. Potts  
405 Capital St.  
Charleston WV 25301  
Telephone (304) 346-0565

The Owner and Construction Manager agree as follows.

## TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 3 OWNER'S RESPONSIBILITIES
- 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 6 COST OF THE WORK FOR CONSTRUCTION PHASE
- 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 8 INSURANCE AND BONDS
- 9 DISPUTE RESOLUTION
- 10 TERMINATION OR SUSPENSION
- 11 MISCELLANEOUS PROVISIONS
- 12 SCOPE OF THE AGREEMENT

## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

#### § 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified, which is hereinafter referred to as A201-2017, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007 shall mean the Construction Manager.

## ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### § 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner.

#### § 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

#### § 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

#### § 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the

items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### **§ 2.1.8 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

#### **§ 2.1.9 Notices and Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents. The Owner warrants that it has notified the Construction Manager of any special requirements applicable to the Owner or this Project, including, but not limited to, prevailing wage, equal employment opportunity, affirmative action, and minority business enterprise requirements, prior to the execution of this Agreement. The Construction Manager may assume, without independent investigation, that there are no such requirements unless it has been so notified.

### **§ 2.2 Guaranteed Maximum Price Proposal and Contract Time**

**§ 2.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

**§ 2.2.2** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 2.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 2.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use in its discretion to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. Some of the items covered by the Construction Manager's contingency are unanticipated changes in the subcontracting marketplace; material cost escalation; unanticipated changes in construction methods; default by a Subcontractor or supplier (unless Construction Manager is using Subcontractor default insurance on this Project); and acceleration costs required to meet the Contract Time. The Construction Manager is not required to use its contingency for costs that are the Owner's responsibility or for which an increase in the Guaranteed Maximum Price is provided under this Agreement, such as design errors or

omissions including code compliance issues; adverse hidden or subsurface conditions; scope changes; delays caused by the Owner or the Architect; changes in government requirements; and uninsured casualty losses not caused by the Construction Manager. The Owner, in its discretion, may establish an Owner's Contingency, which is entirely separate from the Construction Manager's contingency. The Owner's Contingency, if established, is for the Owner's exclusive use in its discretion to add scope to the Project, to pay for unanticipated costs incurred by the Construction Manager that are the Owner's responsibility, or for other purposes that the Owner may designate. The Owner's Contingency is not part of the Guaranteed Maximum Price. If requested by the Owner, the Construction Manager will advise the Owner of the expenditure against the Owner's Contingency on a monthly basis but will not guarantee the sufficiency of the Owner's Contingency for any purpose.

**§ 2.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 2.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

**§ 2.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

**§ 2.2.8** The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications. If the Guaranteed Maximum Price is based on incomplete Drawings and Specifications, the Owner shall cause the Architect to complete such design documents promptly so as to cause no delay. If the final Drawings and Specifications provide for Work that is not reasonably inferable from the Drawings and Specifications identified in the GMP documents, then the Construction Manager shall promptly notify the Owner, and if the Owner does not require the Architect to remove such additional scope, the Guaranteed Maximum Price and Contract Time shall be equitably adjusted.

**§ 2.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

## **§ 2.3 Construction Phase**

### **§ 2.3.1 General**

**§ 2.3.1.1** For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**§ 2.3.1.2** The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

### **§ 2.3.2 Administration**

**§ 2.3.2.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. If, however, a Guaranteed Maximum Price has been established, the Owner may not prohibit the Construction Manager from contracting with other qualified bidders. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction

Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 2.3.2.2** If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions of a material nature, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 2.3.2.3** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

**§ 2.3.2.4** If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

**§ 2.3.2.5** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

**§ 2.3.2.6** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

**§ 2.3.2.7** The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

**§ 2.3.2.8** The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

#### **§ 2.4 Professional Services**

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

#### **§ 2.5 Hazardous Materials**

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### **ARTICLE 3 OWNER'S RESPONSIBILITIES**

#### **§ 3.1 Information and Services Required of the Owner**

**§ 3.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

**§ 3.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the

Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

**§ 3.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 3.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 3.1.4.1** The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for and abatement of hazardous materials.

**§ 3.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 3.1.4.3** The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 3.1.4.4** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

### **§ 3.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 3.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### **§ 3.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor

Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:  
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

**Hourly Rates:** The Construction Manager's compensation for Preconstruction Phase services shall be based on fixed hourly rates as listed on Addendum A plus any out of pocket expenses {not to exceed a maximum of One Million, Thirty Six Thousand, Nine Hundred Seventy Six Dollars (\$1,036,976.00)} as outlined in Addendum D –Preconstruction Budget

If the Construction Phase begins before Preconstruction Phase activities are completed, then both this Section and Section 5.1 shall apply until Preconstruction Phase services are completed.

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within fifteen (15) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

### § 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.  
(Insert rate of monthly or annual interest agreed upon.)

One percent (1%) per month, or the maximum lawful rate if less.

## ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

### § 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

**Percentage of GMP:** The Construction Manager's Construction Phase Fee shall be fixed at 3.1% of the Guaranteed Maximum Price (or, if no GMP is established at 3.1% of the approved budget).

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

For additive changes in the Work the Fee shall be increased by 3.1% of the related increase in the GMP; however, if changes are so extensive that the Construction Manager's job site staffing must be increased or committed for a longer time than originally scheduled, then the Construction Manager shall be entitled to a reasonable additional Fee in addition to the basic percentage adjustment.

**§ 5.1.3** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Fifteen percent (15%)

**§ 5.1.4** Rental rates for Construction Manager-owned equipment shall not exceed the standard rate paid at the place of the Project as further set forth in Section 6.5.2.

**§ 5.1.5** Unit prices, if any:

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
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## **§ 5.2 Guaranteed Maximum Price**

**§ 5.2.1** The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Contract Sum exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

*(Insert specific provisions if the Construction Manager is to participate in any savings.)*

No Saving Split: All savings accrue to the Owner

**§ 5.2.2** The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

## **§ 5.3 Changes in the Work**

**§ 5.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 5.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction.

**§ 5.3.3** In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 5.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

**§ 5.3.5** If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction

Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

### § 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred in good faith by the Construction Manager in the proper performance of the Work and in correcting damaged or nonconforming Work to the extent provided in Section 6.7.3. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

### § 6.2 Labor Costs

§ 6.2.1 Fixed hourly rates as set forth in Addendum B of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Fixed hourly rates as set forth in Addendum A of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

*(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*

§ 6.2.3 Fixed hourly rates as set forth in Addendum A of the Construction Manager's supervisory or administrative personnel wherever located, but only for that portion of their time required for the Work. This Section 6.2.3 covers the services of home office personnel such as Operations Vice President, Senior Project Executive, and Administrative Support for the Project, and the Building Systems, Economic Inclusion, Estimating, Safety and Scheduling groups, but not the executive officers of the Construction Manager.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions are included in the fixed hourly rates under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

### § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. If Construction Manager elects not to use Subcontractor default insurance (SDI) on this Project, Construction Manager may bond selected subcontracts and bond costs incurred by the Subcontractors will be included in the Cost of the Work as part of those subcontract amounts. Owner will not be charged for bond costs if Construction Manager elects to bond any Subcontractor on an SDI project.

### § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are

provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 6.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval and such rates shall not exceed eighty-five percent (85%) of those specified in the current edition of the Equipment Watch rate guide published by Informa (formerly known as the AED Green Book).

**§ 6.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 6.5.4** Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

**§ 6.5.5** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

**§ 6.5.6** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

## **§ 6.6 Miscellaneous Costs**

**§ 6.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. The Construction Manager's liability insurance shall be charged to the Project at a fixed rate of \$(TBD and agreed upon as part of the first GMP) per \$1,000 of billings. This rate is effective through 9/30/2019 and may be adjusted thereafter to reflect an increase in Construction Manager's standard charges.

If Construction Manager elects to use Subcontractor default insurance (SDI) on this Project, then the Cost of the Work shall include a fixed charge of 1.15% of the total cost of all subcontracts and material supply contracts paid by Construction Manager.

If the Owner elects to have the Construction Manager obtain a Contractor Controlled Insurance Program or similar "wrap" insurance regime for the Project, the costs associated with the same shall be charged to the Project as a Cost of the Work at rates to be agreed upon between Owner and Construction Manager.

**§ 6.6.2** Sales, use or similar taxes, imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable. If the Owner claims that the Project or any part thereof is exempt from sales taxes, the Owner shall provide the Construction Manager with a proper exemption certificate before commencement of the Construction Phase.

**§ 6.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

**§ 6.6.4** Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

**§ 6.6.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of

Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

**§ 6.6.6** Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

**§ 6.6.7** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 6.6.8** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 6.6.9** Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work if relocated from distant locations.

## **§ 6.7 Other Costs and Emergencies**

**§ 6.7.1** Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

**§ 6.7.2** Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

**§ 6.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

**§ 6.7.4** The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

## **§ 6.8 Costs Not To Be Reimbursed**

**§ 6.8.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office; except as specifically provided in Sections 6.1 to 6.7;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Any deductible payable by Construction Manager under any Subcontractor default insurance policy covering the Project;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase other than as may be specified in Section 4.1.

## **§ 6.9 Discounts, Rebates and Refunds**

**§ 6.9.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received

payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 6.9.2** Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **§ 6.10 Related Party Transactions**

**§ 6.10.1** For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

**§ 6.10.2** If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

#### **§ 6.11 Accounting Records**

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

### **ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

#### **§ 7.1 Progress Payments**

**§ 7.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

**§ 7.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 7.1.3** Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 7.1.4** If requested by the Owner, the Construction Manager shall submit, with any Application for Payment, evidence that the Construction Manager paid to Subcontractors and material suppliers the amounts that they were entitled to receive out of the previous progress payment received from the Owner. If any Subcontractor, Subcontractor of any

tier, material supplier, laborer, or other person performing services or providing labor or materials under the Construction Manager files a lien claim against the Project site, and such lien claim does not result from the Owner's failure to make payment when due or other default by the Owner under this Agreement, then the Construction Manager shall promptly settle or bond such lien claim. All expenses reasonably incurred by Construction Manager in bonding, defending against, paying or settling any lien or payment bond claim due to the Owner's failure to pay Construction Manager in accordance with the terms of the Contract Documents shall be included in the Cost of Work, and the Guaranteed Maximum Price shall be increased by the amount of any such expenses incurred due to the Owner's failure to make payment when due or any other default by the Owner under this Agreement.

**§ 7.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 7.1.6** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

**§ 7.1.7** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee. The Construction Manager's Fee shall be computed at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of none percent ( 0 %) from that portion of the Work that the Construction Manager self-performs.
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

**§ 7.1.8** The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, which shall be at five percent (5%) unless a higher percentage is deemed necessary by the Construction Manager in a particular case, and the Construction Manager shall execute subcontracts in accordance with those agreements. At Construction Manager's option, further retainage on any Subcontract may be reduced or eliminated after each Subcontract is fifty percent (50%) completed, as long as the Work is satisfactory; and if requested by the Construction Manager, the Owner agrees to allow release of retainage on any Subcontract which is completed early in the Project if the completed Work under that Subcontract is approved by the Architect.

**§ 7.1.9** Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 7.1.10** In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be

deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

### § 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

## ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201–2007. The limits for Construction Manager's insurance are set forth in Addendum C. Owner's property insurance shall have a deductible of not more than \$25,000.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Payment and Performance Bonds (if requested by Owner before the GMP is established)	One hundred percent (100%) of the GMP.

## ARTICLE 9 DISPUTE RESOLUTION

**§ 9.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

**§ 9.2** For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

## § 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## ARTICLE 10 TERMINATION OR SUSPENSION

### § 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

**§ 10.1.1** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

**§ 10.1.2** In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

**§ 10.1.3** If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that

- Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### **§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price**

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

**§ 10.2.1** If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

**§ 10.2.2** If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

### **§ 10.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**§ 11.1 Terms in this Agreement** shall have the same meaning as those in A201–2007.

### **§ 11.2 Ownership and Use of Documents**

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### **§ 11.3 Governing Law**

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### **§ 11.4 Assignment**

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

#### § 11.5 Other provisions:

Owner consents to Construction Manager utilizing its Safety4Site program on this Project.

### ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents (as modified) comprise the Agreement:

- .1 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201–2017, General Conditions of the Contract for Construction. All references to A201-2007 in this Agreement shall be deemed to refer to the corresponding provisions (not necessarily the same section numbers) of A201-2017.
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

TBD

- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

TBD

- .5 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

Addenda A through C.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Michael Downs County Manager  
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Timothy J. Steigerwald President  
NC License No. 70194  
(Printed name and title)

SLK  
2/27/19

MPY  
3-1-19

M8L



## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Cabarrus County Courthouse  
77 Union St  
Concord NC.

### THE OWNER:

(Name, legal status and address)

Cabarrus County  
P.O. Box 707  
Street address: 242 General services Dr., Concord NC. 28025  
Telephone Number (704) 920-3201

### THE ARCHITECT:

(Name, legal status and address)

Silling Architects, Inc.  
405 Capitol St.  
Charleston WV. 25301

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

## § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. This Section 1.5 is subject to any different terms concerning ownership of Instruments of Service that may be set forth in the Owner-Architect Agreement.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, and of the Architect and the Architect's consultants if they remain the owners of the Instruments of Service under terms of the Owner-Architect Agreement.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data. If no other protocols are established, the Architect is responsible for issuing digital copies of Contract Documents which conform with the official stamped versions but is not responsible for any modifications thereof made by any other party except at the Architect's direction.

## § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees, except for the Architect's responsibility to issue any information relating to the model in a manner conforming with official stamped versions of Contract Documents where relevant.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. "Confidential" information does not include any information which is or becomes readily available to the public, by being filed with permit applications or otherwise, without fault of the Contractor or anyone acting under it.

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15 not later than 21 days after the existence of an error in the Contract Documents is confirmed by the Architect. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work, without assuming responsibility for any violation of any of the foregoing resulting from adherence to Contract Documents except as provided in Section 3.7.3.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions; such notice constitutes a Claim and no further notice is required under Section 15.1.3.1 within the time limits of that Section. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect

shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15 and the Contractor must submit any Claim within 21 days after the Work is resumed.

#### **§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

#### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 7 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time, not in excess of an additional 7 days, for review. Failure of the Architect to provide notice within the 7-day period or any extension under subsection (2), as applicable, shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

#### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's

construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the reasonable time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form set forth in the Contract Documents, or if not so set forth, in a form reasonably specified by the Architect and shall not require the Contractor's design professional to give certifications which exceed the professional standard of care.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself or other property of the Owner), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under constitutional provisions, workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor,

and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all non-confidential communications that relate to or affect the Architect's services or professional responsibilities or inform the Architect of such direct communications of a material nature. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time, not in excess of an additional 7 days, for review. Failure of the Architect to provide notice within the 14-day period or any extension under subsection (2), as applicable, shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor,

prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. If the Owner introduces Separate Contractors that were not contemplated in the original Contract Documents, it constitutes a Change in the Work for which the Contractor may make a Claim if delay or additional cost is involved.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

#### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly

notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### **§ 7.2 Change Orders**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### **§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the related Cost of the Work, if that term is defined in the Agreement, and otherwise the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for

minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## ARTICLE 8 TIME

### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be

submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than 10 days after receipt of payment from the Owner (or such shorter period as may be required by law), the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. Contractor, at its sole discretion, may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;

- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be

given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

### **§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract

Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents for claims to the extent caused by the Contractor's negligent acts or omissions.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages

caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, (3) whether or not the person or entity had an insurable interest in the damaged property, or (4) whether or not the loss was caused in whole or in part by negligence of a person released.

**§ 11.3.2** The Owner shall maintain "all-risk" property insurance in the amount of the replacement value of all property of the Owner at or adjacent to the site, if there is any such property not covered by insurance maintained by the Owner under the Agreement or other Contract Documents. If during the Project construction period the Owner insures or was required to insure properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement to be maintained by the Owner shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner. If any insurance proceeds are retained by a mortgagee, Contractor has no obligation to perform any related Work unless Owner pays the cost of such Work from other funds.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

**§ 11.5.3** If pursuant to the Contract Documents, any property insurance is to be maintained by the Contractor, then the Contractor rather than the Owner shall have the rights and obligations set forth in Sections 11.5.1 and 11.5.2, with notification of the proposed settlement being provided to the Owner and the Owner having the duty to give notice of any objection under the first three sentences of Section 11.5.2.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### **§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

##### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4. After establishment of a fixed Contract Sum or Guaranteed Maximum Price (GMP), Contractor assumes the risk of reasonably foreseeable price changes affecting the goods or services to be procured by Contractor for the Work. If unexpected and extraordinary price increases occur due to war, calamity, governmental action, unusual commodity market conditions, or other causes not the fault of Contractor and not reasonably anticipated, then the increased cost in excess of a reasonably foreseeable amount shall be the basis for an increase in the Contract Sum or GMP upon submission of a Claim under this Section.

### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

## § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

#### **§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the County where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### **§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

Init.

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User Notes:

(1231703128)

**ADDENDUM A**  
**Messer Construction Co.**  
**Standard Supervisory and Administrative Hourly Rates**

<b>Position</b>	<b>Hourly Rate</b>
Vice President **(Executive)	\$225.00
Vice-President** (Operations/CPE/BSG)	\$168.00
Senior Project Executive**	\$145.00
Preconstruction Manager**	\$135.00
Principal Engineer/Estimator/OTS/Dept. Head**	\$134.00
General Superintendent**	\$129.00
Project Executive**	\$125.50
Senior Project Manager**	\$112.00
Senior BSG Manager**	\$112.00
Senior Superintendent**	\$107.50
Building Layout Specialist**	\$100.00
Economic Inclusion Specialist**	\$97.00
Regional Accounting Coordinator**	\$90.00
BSG Manager**	\$91.00
Safety Manager**	\$91.00
General Foreman**	\$89.00
Labor Coordinator**	\$89.00
Estimator*	\$88.00
Project Manager*	\$83.00
Virtual Construction Modeler**	\$83.00
Technology Solutions Specialist**	\$83.00
Superintendent*	\$80.00
BSG Engineer*	\$78.00
Project Engineer (Operations/CPE/Safety)*	\$67.00
Project Accountant*	\$64.00
Project Coordinator	\$46.00
Co-op Engineer	\$40.00

Notes:

1. Rates are fixed through calendar year 2019. Rates are subject to adjustment effective January 1, 2020, and annually thereafter.
2. Rates include all required employer taxes and insurance (FICA, FUTA, SUI, and Workers Comp).
3. Rates include fringe benefits inclusive of Medical, Life, Disability, Retirement, and Vacation. Holiday pay is not included and will be charged to the project separately (six paid holidays annually).
4. Rates include Enterprise-wide technology resources including, hardware, software, and support. Job-specific IT applications (and associated hardware and software for the same) will be charged to the project separately.
5. Rates identified with \*\* include smart phones and vehicle expenses (inclusive of insurance, fuel, repairs & maintenance)
6. Rates identified with \* include smart phone expenses.
7. Expenses for smart phones or vehicles for individuals not marked with \* or \*\* are not included and, if required, will be charged to the project separately.
8. Personnel will be billable to the Owner on the basis of 40 hours per week (other than vacation days) for the duration of the full-time assignment regardless of the number of hours actually worked. The 40-hour flat rate billing for such full-time personnel shall not be reduced due to weekday holidays, misc. training or temporary absences, except for vacation days. Personnel not assigned full time to this Project will be billed only for actual hours worked in the interest of this Project.

**ADDENDUM B**  
**CRAFT FORCE HOURLY RATES**

<b><u>Position</u></b>	<b><u>Hourly Rate</u></b>
Carpenter Apprentice	\$38.75
Carpenter Journeyman	\$55.50
Carpenter Foreman	\$61.70
勞工學徒	\$38.00
勞工及裝飾工	\$41.00
勞工司理	\$54.30
操作工程師	\$65.00

1. Rates are for straight time. Overtime hours are 1.5 times the above rate.
2. Rates are fixed through calendar year 2019. Rates are subject to adjustment effective January 1, 2020, and annually thereafter.
3. Rates are for non-prevailing wage projects.
4. Rates include payroll taxes/insurance and fringe benefits.

**ADDENDUM C**  
**CONSTRUCTION MANAGER INSURANCE COVERAGES**  
(May be modified with inclusion of CCIP at 1<sup>st</sup> GMP approval)

**A. COMMERCIAL GENERAL LIABILITY** (including contractual liability covering Section 3.18 of the General Conditions)

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate Limit  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 Products – Completed Operations Aggregate Limit

**B. AUTOMOBILE LIABILITY**

Bodily Injury and Property Damage Combined: \$1,000,000 Each Accident

**C. EXCESS LIABILITY – Umbrella Form**

Bodily Injury and Property Damage Combined:

\$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

**D. WORKERS' COMPENSATION**

Statutory Requirements

**E. EMPLOYER'S LIABILITY**

\$500,000 Bodily Injury - Each Employee  
\$500,000 Aggregate

**F. ERRORS AND OMISSIONS INSURANCE**

To the extent that the Contract Documents require the Work to be performed on a design/build basis(for example, if mechanical, electrical, or plumbing drawings are required to be stamped by a licensed engineer), Construction Manager agrees to require the applicable Subcontractor to (i) perform such work through licensed professionals, (ii) deliver to Owner properly-stamped drawings showing applicable calculations, and (iii) maintain professional liability insurance applicable to such design work in the amount of at least \$1,000,000 per occurrence. Construction Manager shall have no liability to Owner for any errors or omissions in any design services performed by any Subcontractor or design professionals engaged by it except to the extent that such losses are covered by such liability insurance or are otherwise paid by the applicable Subcontractor.

## CCCH Messer-Liles Preconstruction Budget - Addendum D



Anticipated Schedule		
	Start	Completion
SD	5/1/2019	11/1/2019
DD	9/1/2019	2/1/2020
85% Con Doc	1/1/2020	7/1/2020
GMP-1	11/1/2019	1/1/2020
GMP-2	5/1/2020	7/1/2020
GMP-3	7/1/2022	9/1/2022
Mock ups	6/1/2019	8/1/2019
Ph. -1 Const.	4/1/2020	11/1/2020
		Allowance
		Not Included

### PRECONSTRUCTION PHASE GMP's - 1 & 2

Name	Position	Time Commit.	Billing Rate(\$/hr.)	Multiplier 2019	Start Date	Finish Date	Duration (Mo.)	Total Hours	Cost
Steve Keckeis	E.V.P.	0.10	\$ 225.00	1.02	4/1/2019	7/1/2020	15.2	264	\$ 60,588
Chris Malinowski	O.V.P.	0.05	\$ 168.00	1.02	4/1/2019	7/1/2020	15.2	132	\$ 22,620
Bob Williams	E.V.P.	0.05	\$ 225.00	1.02	4/1/2019	7/1/2020	15.2	132	\$ 30,294
Steve Wise - Liles support	Proj Exec	0.10	\$ 125.50	1.02	4/1/2019	7/1/2020	15.2	264	\$ 33,795
BIM Manager	BIM/Virtual Constr Modeler	0.10	\$ 83.00	1.02	4/1/2019	7/1/2020	15.2	264	\$ 22,350
Ron Wagoner	Proj Exec	0.05	\$ 125.50	1.02	4/1/2019	9/1/2019	5.1	44	\$ 5,632
Ron Wagoner	Proj Exec	0.10	\$ 125.50	1.02	9/1/2019	1/1/2020	4.1	70	\$ 8,961
Ron Wagoner	Proj Exec	0.30	\$ 125.50	1.02	1/1/2020	7/1/2020	6.1	315	\$ 40,323
Jason Harris	Proj Exec	0.10	\$ 125.50	1.02	4/1/2019	9/1/2019	5.1	88	\$ 11,265
Jason Harris	Proj Exec	0.40	\$ 125.50	1.02	9/1/2019	12/1/2019	3.0	210	\$ 26,882
Jason Harris	Proj Exec	1.00	\$ 125.50	1.02	12/1/2019	3/1/2020	3.0	526	\$ 67,333
Dave Kylander	Pre Con Manager	0.30	\$ 135.00	1.02	4/1/2019	7/1/2020	15.2	752	\$ 103,550
Will Gharst	Sr. Estimator(SPM)	0.35	\$ 112.00	1.02	4/1/2019	7/1/2020	15.2	924	\$ 105,558
MEP Estimator	Estimator	0.25	\$ 88.00	1.02	4/1/2019	7/1/2020	15.2	660	\$ 59,242
Proj. Man. - Josh Kalinowski	PM	1.00	\$ 83.00	1.02	12/1/2019	7/1/2020	7.1	1230	\$ 104,132
PE	Proj Eng.	1.00	\$ 67.00	1.02	12/1/2019	3/1/2020	3.0	526	\$ 35,947
PMA	Proj Coordinator	1.00	\$ 46.00	1.02	1/1/2020	3/1/2020	2.0	347	\$ 16,281
Safety	Sr EH&S Mgr.	0.20	\$ 91.00	1.02	11/1/2019	3/1/2020	4.0	140	\$ 12,995
Emily Price	Proj Acct	0.10	\$ 64.00	1.02	4/1/2019	3/1/2020	11.2	194	\$ 12,664
Coop	Coop	0.40	\$ 40.00	1.02	12/1/2019	7/1/2020	7.1	492	\$ 20,074
									\$ 800,485
Bob Williams (Credit)	E.V.P.	0.05	\$ 225.00	1.02	4/1/2019	7/1/2020	15.2	132	\$ (30,294)
									\$ 770,191

### PRECONSTRUCTION PHASE GMP - 3

Dave Kylander	Pre Con Manager	0.30	\$ 135.00	1.10	7/1/2022	9/1/2022	2.1	107	\$ 15,890
Will Gharst	Sr. Estimator	0.50	\$ 112.00	1.10	7/1/2022	9/1/2022	2.1	179	\$ 22,053
MEP Estimator	Estimator	0.40	\$ 88.00	1.10	7/1/2022	9/1/2022	2.1	143	\$ 13,842

\$ 51,785

### PRECONSTRUCTION ALLOWANCES

Reimbursable									\$ 20,000
Kick Off / Team Building									\$ 10,000
Mock-ups									\$ 75,000
3rd Party Estimator									\$ 35,000
Envelope Consultant									\$ 75,000
									\$ 215,000

**Total Preconstruction Cost \$ 1,036,976**

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Planning and Development - Advisory Board Recommendation Regarding Deferred Tax Funds

**BRIEF SUMMARY:**

The Board of Commissioners directed staff to engage an advisory committee to make recommendations regarding the use of the Deferred Tax Fund for specific projects. The Soil and Water staff is requesting \$30,000 from the fund to assist with the surveys, environmental assessments, and legal work on two conservation easements. Staff had planned out expenditures so that they fit into the yearly funding, however, the state requirements changed forcing the county to do some of the work earlier than planned.

**REQUESTED ACTION:**

Motion to adopt budget amendment and project ordinance.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Kelly Sifford, AICP  
Planning and Development Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Memo from Advisory Board
- Budget Amendment
- Ordinance



# MEMO

TO: Cabarrus County Board of Commissioners  
FROM: Kelly Sifford  
DATE: 2/18/2019  
SUBJECT: Deferred Tax Fund Advisory Committee  
Recommendation

The Cabarrus County Soil and Water Conservation District met with the Deferred Tax Fund Advisory Committee to request a recommendation of providing the Soil and Water District \$30,000 from the Deferred Tax fund to provide for surveys, environmental assessments, and legal costs associated with two agricultural easements that are currently being pursued by the district. Staff had been planning to complete one of the easements next year, however, program requirements have changed requiring the surveys and environmental reviews to be completed this fiscal year. Current funding for that program would not cover that cost this fiscal year. This funding will allow staff to continue on with the project without the risk of not meeting the deadlines. The Advisory Committee recommended unanimously to ask the Board of Commissioners fund this request.

## Budget Revision/Amendment Request

Date: **3/18/2019**

Amount: **30,000.00**

Dept. Head: **Kristin Jones**

Department: **460- Fund Soil and Water**

Internal Transfer Within Department

Transfer Between Departments/Funds

Supplemental Request

Purpose: The Board of Commissioners directed staff to engage an advisory committee to make recommendations regarding the use of the Deferred Tax Fund for specific projects. The Soil and Water staff is requesting \$30,000 from the fund to assist with surveys, environmental assessments and legal work on 2 conservation easements. Staff had planned out expenditures so they would fit into yearly funding, however the state requirement changed forcing the County to do some of the work earlier than planned.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	0000/6023	Deferred Tax Collection	1,864,284.26		30,000.00	1,834,284.26
460	9	0000/9830	Other Improvements	2,226,218.69		30,000.00	2,196,218.69
							0.00
460	6	3270/6023	Deferred Tax Collection	126,000.00	30,000.00		156,000.00
460	9	3270/9445	Purchased Services	142,000.00	30,000.00		172,000.00
							0.00
							0.00
<b>Total</b>							0.00

### Budget Officer

Approved  
 Denied

### County Manager

Approved  
 Denied

### Board of Commissioners

Approved  
 Denied

Signature \_\_\_\_\_

Sianature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **CABARRUS COUNTY SMALL PROJECTS CAPITAL PROJECT ORDINANCE**

**BE IT ORDAINED**, by the Board of County Commissioners of the County of Cabarrus, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

### Section I.

- A. The project authorized is for the purpose of accumulating and appropriating general fund revenues and federal and state grants funds received specifically for use by the appropriate Cabarrus County Department who has received the funds.
- B. The officers of this unit are hereby directed to proceed with this capital project within the terms of the guidelines as set forth by the federal and state government, Generally Accepted Accounting Principles (GAAP) and the budget contained herein.
- C. It is estimated that the following revenues will be available to complete capital projects as listed:

Board of Elections Department	
Interest on Investments	\$ 34,098
Contribution from General Fund	61,484
Contribution from Capital Reserve	<u>150,000</u>
	\$ 245,582
Register of Deeds Department:	
Register of Deeds Fees	\$1,543,669
Interest on Investments	43,351
Contribution from General Fund	<u>77,505</u>
	\$1,664,525
Soil and Water Department:	
Other Improvement Projects	\$248,441
EEP Contract	16,900
ADFP Grant	60,146
Drill Program Fees	13,100
Suther Farm Project	780,000
Hill Farm Project	116,516
Stewardship Fund	<u>36,421</u>
	\$1,271,524
Local Agricultural Preservation Projects:	
Contribution from General Fund	\$13,800
Deferred Farm Tax Collections	1,897,284
Deferred Farm Tax Interest	304,382
Interest on Investments	<u>32,751</u>
	\$2,248,217
<b>TOTAL REVENUES</b>	<b>\$5,429,848</b>

- D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 245,582

Register of Deeds Department:

Register of Deeds Automation & Preservation	\$ 1,664,525
<b>Soil and Water Department:</b>	
Other Improvement Projects	\$248,441
EEP Contract	16,900
ADFP Conservation Easement	60,146
Drill Repair & Maintenance	13,100
Suther Farm Project	780,000
Hill Farm Project	116,516
Stewardship	36,421
	<hr/>
	\$1,271,524
 <b>Local Agricultural Preservation Projects:</b>	
Other Improvement Projects	\$2,248,217
<b>TOTAL EXPENDITURES</b>	<b>\$5,429,848</b>
<b>GRAND TOTAL – REVENUES</b>	<b>\$5,429,848</b>
<b>GRAND TOTAL – EXPENDITURES</b>	<b>\$5,429,848</b>

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
  1. The County Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
  2. The County Manager may transfer amounts up to \$100,000 between functions of the same fund.
  3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
  4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
  5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
  6. The County Manager or designee may adjust debt financing from estimated projections to actual funds received.
  7. The County Manager may enter into and execute change orders or amendments to County construction contracts in amounts less than \$90,000 when the

appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.

8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriation to such agencies where G.S. 153 A-248(b), 259. 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129 (a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

### Section III.

This ordinance and the budget documents shall be the basis of the financial plan for the County of Cabarrus.

- a. The Finance Director is hereby directed to maintain within the Capital Projects Fund sufficient detailed accounting records to satisfy the requirements of the law.
- b. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section I and on the total revenues received or claimed.
- c. Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Board, and to the Finance Director for direction in carrying out this project.
- d. At the completion of a construction project, all unrestricted excess funds are transferred to the General Fund and the portion of the Capital Project Ordinance associated with the project is closed.

Adopted this 18<sup>th</sup> day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

---

**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Planning and Development - Community Development Block Grant (CDBG) 2010 Project  
Ordinance and Budget Amendment

**BRIEF SUMMARY:**

The CDBG 2010 project ordinance will require updating and a budget amendment adopted to allocate program income that has been received. The program income was received from a payoff of a deferred loan. The funds are required to be put back into the program. Staff is recommending \$7,355.00 be added to the CDBG 2010 program fees revenues and sub contractor expenditures.

**REQUESTED ACTION:**

Motion to accept the funds, and adopt the budget amendment and project ordinance.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Kelly Sifford, AICP - Planning and Development Director

**BUDGET AMENDMENT REQUIRED:**

Yes

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

**ATTACHMENTS:**

- Fund 410 - CDBG 2010 Budget Amendment
- Fund 410 - CDBG 2010 Project Ordinance

## **Budget Revision/Amendment Request**

Date: 3/18/2019

**Amount:** 7,355.00

Dept. Head: Suzanne Burgess

Department: Finance

### Internal Transfer Within Department

Transfer Between Departments/Funds

**Supplemental Request**

**Purpose:** This budget amendment is to budget additional revenues and expenditures for CDBG 2010 grant. The additional funds were received from a deferred loan payoff. The fund are required to be put back into the program.

### **Budget Officer**

Approved

Denied

## County Manager

Approved

Denied

## Board of Commissioners

Approved

Denied

---

*Signature*

*Sianature*

Signature

*Date*

Date

*Date*

# **CABARRUS COUNTY COMMUNITY DEVELOPMENT SPECIAL REVENUE PROJECT ORDINANCE**

**BE IT ORDAINED** by the Board of Commissioners of the County of Cabarrus, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The projects authorized is for the Grant Projects for the purpose of receiving and disbursing funds as directed by Home Program Grant and the Department of Commerce. The projects are referenced in Section 3.

Section 2. The officers of this unit are hereby directed to proceed within the terms of the Generally Accepted Accounting Principles (GAAP), the grant terms, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following budgeted amounts are appropriated for the projects:

CDBG:

Sub-Contractor	\$ 42,352
Home 2012:	
Sub-Contractor	117,841
Consultants	5,570
Home 2015:	
Sub-Contractor	159,887
Consultants	5,423
Home 2016:	
Sub-Contractor	119,392
Consultants	<u>5,682</u>
 Total	 <u>\$ 456,147</u>

Section 4. The following budgeted revenues are anticipated to be available to complete these projects.

CDBG:

Program Fees	\$ 42,352
Home 2012:	
Home Consortium Revenues	98,411
Contribution from General Fund	25,000
Home 2015:	
Home Consortium Revenues	95,815
Program Fees	44,495
Contribution from General Fund	25,000
Home 2016:	
Home Consortium Revenues	100,074
Contribution from General Fund	<u>25,000</u>
 Total	 <u>\$ 456,147</u>

Section 5. The Finance Officer is hereby directed to maintain within the Grant Project sufficient detailed accounting records to satisfy the terms of any debt financing resolutions and any grant agreements or federal and State regulations.

Section 6. Funds may be advanced from the General Fund for the purpose or making payments as due. Reimbursement requests should be made to the grantor agencies in an orderly and timely manner.

Section 7. The Finance Officer is directed to report, at the request of the Board, on the financial status of each project element in Section 3 and on the total revenues received or claimed.

Section 8. Copies of this grant project ordinance shall be furnished to the Clerk to the Governing Board, and to the Budget Officer and the Finance Officer for direction in carrying out the projects.

Section 9. At the completion of each individual project, all unrestricted excess funds are transferred to the General Fund and the Grant Project Ordinance is closed.

Section 10. The County Manager is hereby authorized to transfer revenues and appropriation within an ordinance as contained herein under the following conditions:

- a. The Manager may transfer amounts between objects of expenditures and revenues within a function without limitation.
- b. The Manager may transfer amounts up to \$100,000 between functions of the same ordinance.
- c. The Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
- d. The Manager may either enter into and execute change orders or amendments to County construction contracts in amounts up to \$90,000 when the project ordinance contains sufficient appropriated but unencumbered funds.

Adopted this 18th day of March, 2019.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
Stephen M. Morris, Chairman

ATTEST:

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

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Consent Agenda

**SUBJECT:**

Tax Administration - Refund and Release Reports - February 2019

**BRIEF SUMMARY:**

The Release Report contains taxpayers' names, bill numbers, valuations, tax amounts, along with the justifications for releasing the valuation/tax amounts for outstanding levies in accordance with N.C.G.S. 105-381. The Refund Report is a summary sheet which lists data from each refund request form, along with the justification for the refunds to the taxpayers in accordance with N.C.G.S. 105-381.

Note: Due to the transition of motor vehicles onto the new North Carolina Vehicle Tax System (NCVTS), motor vehicle-related refunds and releases will begin to be displayed on the new report generated by NCVTS.

**REQUESTED ACTION:**

Motion to approve the February 2019 Refund and Release Reports as submitted, including the NCVTS Refund Report, and grant authority to the Tax Collector to process the refunds and releases.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

M. David Thrift, Tax Administrator

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a Consent item.

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**ATTACHMENTS:**

- Release Refund Summary
- Release Refund Detail
- NCVTS Refund Report

### **Summary of Releases and Refunds for the Month Of February 2019**

RELEASES FOR THE MONTH OF:FEBRUARY 2019 **\$9,350.43**

**BREAKDOWN OF RELEASES:**

COUNTY	\$6,103.92
CITY OF CONCORD	\$1,239.45
CITY OF KANNAPOLIS	\$1,610.39
CITY OF LOCUST	\$0.00
CITY OF STANFIELD	\$0.00
CITY OF CONCORD DOWNTOWN	\$0.00
TOWN OF HARRISBURG	\$221.58
TOWN OF MIDLAND	\$0.00
TOWN OF MT. PLEASANT	\$0.00
ALLEN F/D	\$3.22
COLD WATER F/D	\$111.59
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$4.95
GEORGEVILLE F/D	\$0.00
GOLD HILL F/D	\$0.00
HARRISBURG F/D	\$0.00
JACKSON PARK F/D	\$0.00
MIDLAND F/D	\$0.00
MT MITCHELL F/D	\$0.00
MT PLEASANT F/D	\$34.67
NORTHEAST F/D	\$0.00
ODELL F/D	\$20.66
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$0.00
KANNAPOLIS RURAL F/D	\$0.00
CONCORD RURAL F/D	\$0.00

REFUNDS FOR THE MONTH OF: FEBRUARY 2019 **\$8,721.18**

**BREAKDOWN OF REFUNDS:**

COUNTY	\$6,172.75
CITY OF CONCORD	\$20.73
CITY OF KANNAPOLIS	\$0.00
CITY OF LOCUST	\$0.00
CITY OF STANFIELD	\$0.00
CITY OF CONCORD DOWNTOWN	\$0.00
TOWN OF HARRISBURG	\$1,977.97
TOWN OF MIDLAND	\$0.00
TOWN OF MT. PLEASANT	\$31.23
ALLEN F/D	\$107.68
COLD WATER F/D	\$0.00
ENOCHVILLE F/D	\$0.00
FLOWES STORE F/D	\$0.00
GEORGEVILLE F/D	\$0.00
GOLD HILL F/D	\$0.00
HARRISBURG F/D	\$0.00
JACKSON PARK F/D	\$0.00
MIDLAND F/D	\$36.04
MT. MITCHELL F/D	\$0.00
MT. PLEASANT F/D	\$60.09
NORTHEAST F/D	\$0.00
ODELL F/D	\$283.33
POPLAR TENT F/D	\$0.00
RICHFIELD F/D	\$0.00
RIMER F/D	\$31.36
WINECOFF F/D	\$0.00
KANNAPOLIS RURAL F/D	\$0.00
CONCORD RURAL F/D	\$0.00

## FEBRUARY 2019 RELEASE REPORT

Name	Bill#	Reason	District	Amount
A & S PIT-STOP LLC	2018-960		C GARNFEE	60.00
ALDRIDGE JAMES W & DEBORAH P	2018-11327	RELEASE BA FEE-LOCKBOX PMT CAME	C GARNFEE	30.00
BALLARD CURTIS JAMES	2017-15128	RELEASE GR FEE - AGED OUT	C GARNFEE	60.00
BALTA DZEVAD	2018-15323		C GARNFEE	30.00
BARKER DAVID KEVIN	2018-15770	RELEASE BA FEE-DOES NOT BANK	C GARNFEE	30.00
BARRETT BRYAN KEITH	2018-16196	Per PRodgers- Release (Rowan	C GARNFEE	60.00
BETH HALLET	2018-18133	The taxpayer closed within the	C ADVLTAX	9.23
BETH HALLET	2018-18133	The taxpayer closed within the	C PEN FEE	0.92
BETH HALLET	2018-18133	The taxpayer closed within the	CI01ADVLTAX	4.55
BETH HALLET	2018-18133	The taxpayer closed within the	CI01PEN FEE	0.46
BOSTIC LORA JEAN	2010-17684	PARK REPORT STATED IN 2010 THAT	C ADVLTAX	70.94
BOSTIC LORA JEAN	2010-17684	PARK REPORT STATED IN 2010 THAT	C PEN FEE	7.09
BOSTIC LORA JEAN	2010-17684	PARK REPORT STATED IN 2010 THAT	FR14ADVLTAX	4.50
BOSTIC LORA JEAN	2010-17684	PARK REPORT STATED IN 2010 THAT	FR14PEN FEE	0.45
BURTON COREN Z	2018-23174	VERIFIED VIA VTS/STARS THAT REG	C ADVLTAX	142.06
BURTON COREN Z	2018-23174	VERIFIED VIA VTS/STARS THAT REG	CI01ADVLTAX	70.04
BURTON COREN Z	2018-23174		C GARNFEE	60.00
CAMPBELL JOHN MICHAEL	2018-24263	BILL PIF BEFORE GR LEFT OFFICE	C GARNFEE	30.00
CLAY JEREMY	2018-27904	per Fred Rymer 704 1669 of	C GARNFEE	60.00
COMMITTED 2 SUCCESS	2018-29116	TP CLOSED BUSINESS 7/26/2017	C GARNFEE	60.00
COMMITTED 2 SUCCESS	2018-29116	TP CLOSED BUSINESS 7/26/2017	C ADVLTAX	256.44
COMMITTED 2 SUCCESS	2018-29116	TP CLOSED BUSINESS 7/26/2017	C PEN FEE	25.64
COMMITTED 2 SUCCESS	2018-29116	TP CLOSED BUSINESS 7/26/2017	CI02ADVLTAX	170.96
COMMITTED 2 SUCCESS	2018-29116	TP CLOSED BUSINESS 7/26/2017	CI02PEN FEE	17.10
COSME ANTONIO	2018-30244	No funds	C GARNFEE	60.00
CRUZ EMILIANO GUATEMALA	2018-31405		C GARNFEE	60.00
DAR NOMAN	2019-501044	VEH TAGGED OUT OF STATE DURING	C ADVLTAX	68.04
DAR NOMAN	2019-501044	VEH TAGGED OUT OF STATE DURING	CI02ADVLTAX	45.36
DORTON NATHANIEL BLAINE	2018-34980		C GARNFEE	30.00
DUSEK CHARLES ANTONI	2018-36119	Terminated 3/2018	C GARNFEE	60.00
EUBANKS MARY BETH	2018-37891		C GARNFEE	60.00
FAGAN JOHN EDWARD	2018-38410	SOME IPP SOLD PER TP	C ADVLTAX	24.08
FAGAN JOHN EDWARD	2018-38410	SOME IPP SOLD PER TP	C PEN FEE	2.41
FAGAN JOHN EDWARD	2018-38410	SOME IPP SOLD PER TP	CI04ADVLTAX	21.07
FAGAN JOHN EDWARD	2018-38410	SOME IPP SOLD PER TP	CI04PEN FEE	2.11
FILIMONCZUK RUBEN NICK	2019-501595	Vehicle registered in Georgia	C ADVLTAX	111.60
FILIMONCZUK RUBEN NICK	2019-501595	Vehicle registered in Georgia	CI01ADVLTAX	55.02
FOLEY JOHN ARTHUR JR	2010-10595	MH WAS NEVER IN CABARRUS COUNTY	C ADVLTAX	31.71
FOLEY JOHN ARTHUR JR	2010-10595	MH WAS NEVER IN CABARRUS COUNTY	C PEN FEE	3.17
FOLEY JOHN ARTHUR JR	2011-38500	MH WAS NEVER IN CABARRUS COUNTY	C ADVLTAX	28.68
FOLEY JOHN ARTHUR JR	2011-38500	MH WAS NEVER IN CABARRUS COUNTY	C PEN FEE	2.87
FOLEY JOHN ARTHUR JR	2012-38573	MH WAS NEVER IN CABARRUS COUNTY	C ADVLTAX	28.11
FOLEY JOHN ARTHUR JR	2012-38573	MH WAS NEVER IN CABARRUS COUNTY	C PEN FEE	2.81
FOLEY JOHN ARTHUR JR	2009-38070	MH WAS NEVER IN CABARRUS COUNTY	C ADVLTAX	34.42
FOLEY JOHN ARTHUR JR	2009-38070	MH WAS NEVER IN CABARRUS COUNTY	C PEN FEE	3.44
GRAHAM KELLEY MARIE	2019-500972	VEHICLE WAS IN SOUTH CAROLINA	C ADVLTAX	128.86
GRAHAM KELLEY MARIE	2019-500972	VEHICLE WAS IN SOUTH CAROLINA	CI02ADVLTAX	85.90
GRAHAM MICHAEL C	2018-44764	Per email from Liqia- Releasing	C GARNFEE	60.00
GRAHAM MICHAEL C	2018-44764	2006 BOAT WAS IN WV ON 2017	C ADVLTAX	120.56
GRAHAM MICHAEL C	2018-44764	2006 BOAT WAS IN WV ON 2017	C PEN FEE	12.06
GRAHAM MICHAEL C	2018-44764	2006 BOAT WAS IN WV ON 2017	CI01ADVLTAX	59.44
GRAHAM MICHAEL C	2018-44764	2006 BOAT WAS IN WV ON 2017	CI01PEN FEE	5.94
HEGLAR CHARLES ROCKWELL	2018-49646	IPP REG UNDER NEW OWNER ON	C ADVLTAX	2.88
HEGLAR CHARLES ROCKWELL	2018-49646	IPP REG UNDER NEW OWNER ON	C PEN FEE	0.29
HEGLAR CHARLES ROCKWELL	2018-49646	IPP REG UNDER NEW OWNER ON	CI02ADVLTAX	1.92
HEGLAR CHARLES ROCKWELL	2018-49646	IPP REG UNDER NEW OWNER ON	CI02PEN FEE	0.19
HERNANDEZ JOSE	2018-50457		C GARNFEE	60.00
HUFFORD DANA L	2019-47	effective date was used, BILLED	CI02ADVLTAX	37.65
IRISH BRUCE W	2018-54669		C GARNFEE	30.00
KERCHNER MICHAEL R	2018-58440	Post mark same day as GR	C GARNFEE	30.00
KISER JAMES ALAN	2017-59068	RELEASE GR FEE-AGED OUT-SENDING	C GARNFEE	60.00
LARA ERIKA	2018-61040	ipp sold, revalued bill	C ADVLTAX	28.08
LARA ERIKA	2018-61040	ipp sold, revalued bill	C PEN FEE	2.81
LARA ERIKA	2018-61040	ipp sold, revalued bill	FR04ADVLTAX	2.93
LARA ERIKA	2018-61040	ipp sold, revalued bill	FR04PEN FEE	0.29
LECLAIR JAMES D	2018-61599	GRS HAD NOT LEFT OFFICE YET	C GARNFEE	120.00
LINKER CHARLES VERNON	2019-501307	VEHICLE WAS REGISTERED IN UTAH	C ADVLTAX	242.35
LINKER CHARLES VERNON	2019-501307	VEHICLE WAS REGISTERED IN UTAH	FR16ADVLTAX	34.67
LRP HOTELS OF CONCORD LLC	2018-64589	RELEASE BA FEE - NEW OWNER AND	C GARNFEE	30.00
MASTER MACHINE & TOOL LLC	2018-66656	TP. MOVED TO MECKLENBURG	C ADVLTAX	1200.51
MASTER MACHINE & TOOL LLC	2018-66656	TP. MOVED TO MECKLENBURG	C PEN FEE	120.05
MASTER MACHINE & TOOL LLC	2018-66656	TP. MOVED TO MECKLENBURG	CI02ADVLTAX	800.34
MASTER MACHINE & TOOL LLC	2018-66656	TP. MOVED TO MECKLENBURG	CI02PEN FEE	80.03
MODINI ARAVIND	2018-71286	VEHICLE TAGGED EFD2754	C ADVLTAX	48.17
MODINI ARAVIND	2018-71286	VEHICLE TAGGED EFD2754	C PEN FEE	4.82
MODINI ARAVIND	2018-71286	VEHICLE TAGGED EFD2754	CI01ADVLTAX	23.75
MODINI ARAVIND	2018-71286	VEHICLE TAGGED EFD2754	CI01PEN FEE	2.38
MOORE MARVIN R	2017-71501	RELEASE GR FEE-AGED OUT-SENDING	C GARNFEE	60.00
PAYNE KATHY HILL	2018-78502	RELEASE GR fee	C GARNFEE	30.00
REINDERS ARTHUR C	2018-83891		C GARNFEE	60.00
REYNOLDS RICHARD F JR	2018-84189	RELEASING DEMO FEES FROM MAY &	CI02DEMOFEE	140.00
RING POWER CRANE	2018-84913	RELEASE PER TP APPEAL	C ADVLTAX	912.72
RING POWER CRANE	2018-84913	RELEASE PER TP APPEAL	CI04ADVLTAX	798.63
ROBINSON RAYETTA KEOYN	2018-85790	RELEASE GR FEE	C GARNFEE	60.00
RODRIGUEZ MARIA	2013-410375		C GARNFEE	60.00
SELANDER NANCY ELLEN	2017-88522	RELEASE DEMO FEE THAT WAS MOVED	CI02DEMOFEE	-70.00
SELANDER NANCY ELLEN	2018-89307		CI02DEMOFEE	70.00

SMITH JAMES PHILLIP	2017-91585	AGED GR	C	GARNFEE	34.63
STATON JILL LANSPERY	2018-94746		C	GARNFEE	30.00
STEWART HAAS RACING	2019-502275	TRAILER LISTED AS BPP GURNING	C	ADVLTAX	61.07
STEWART HAAS RACING	2019-502275	TRAILER LISTED AS BPP GURNING	CI04ADVLTAX	53.44	
STEWART HAAS RACING	2019-502095	TRAILER LISTED AS BPP GURNING	C	ADVLTAX	136.71
STEWART HAAS RACING	2019-502095	TRAILER LISTED AS BPP GURNING	CI04ADVLTAX	119.62	
STEWART HAAS RACING	2019-502096	TRAILER LISTED AS BPP GURNING	C	ADVLTAX	80.14
STEWART HAAS RACING	2019-502096	TRAILER LISTED AS BPP GURNING	CI04ADVLTAX	70.12	
STEWART-HAAS RACING LLC	2019-502106	TRAILER LISTED AS BPP DURING	C	ADVLTAX	84.10
STEWART-HAAS RACING LLC	2019-502106	TRAILER LISTED AS BPP DURING	CI04ADVLTAX	73.58	
STEWART-HAAS RACING LLC	2019-502192	TRAILER LISTED AS BPP DURING	C	ADVLTAX	65.77
STEWART-HAAS RACING LLC	2019-502192	TRAILER LISTED AS BPP DURING	CI04ADVLTAX	57.55	
STEWART-HAAS RACING LLC	2019-502193	TRAILER LISTED AS BPP DURING	C	ADVLTAX	113.08
STEWART-HAAS RACING LLC	2019-502193	TRAILER LISTED AS BPP DURING	CI04ADVLTAX	98.95	
STEWART-HAAS RACING LLC	2019-502232	TRAILER LISTED AS BPP DURNING	C	ADVLTAX	62.04
STEWART-HAAS RACING LLC	2019-502232	TRAILER LISTED AS BPP DURNING	CI04ADVLTAX	54.28	
STEWART-HAAS RACING LLC	2019-502233	TRAILER LISTED AS BPP DURNING	C	ADVLTAX	93.60
STEWART-HAAS RACING LLC	2019-502233	TRAILER LISTED AS BPP DURNING	CI04ADVLTAX	81.90	
STEWART-HAAS RACING LLC	2019-502234	TRAILER LISTED AS BPP DURNING	C	ADVLTAX	113.08
STEWART-HAAS RACING LLC	2019-502234	TRAILER LISTED AS BPP DURNING	CI04ADVLTAX	98.95	
STEWART-HAAS RACING LLC	2019-502235	TRAILER LISTED AS BPP GURNING	C	ADVLTAX	91.65
STEWART-HAAS RACING LLC	2019-502235	TRAILER LISTED AS BPP GURNING	CI04ADVLTAX	80.19	
SWARINGEN DAVID M	2018-96420		C	GARNFEE	30.00
THE LODGE WEDDINGS INC	2018-1083	RELEASE PER TP APPEAL	C	ADVLTAX	250.46
THE LODGE WEDDINGS INC	2018-1083	RELEASE PER TP APPEAL	C	PEN FEE	125.23
THE LODGE WEDDINGS INC	2018-1083	RELEASE PER TP APPEAL	FR03ADVLTAX	21.47	
THE LODGE WEDDINGS INC	2018-1083	RELEASE PER TP APPEAL	FR03PEN FEE	10.74	
THE LODGE WEDDINGS INC	2018-1084	RELEASE PER TP APPEAL	C	ADVLTAX	224.56
THE LODGE WEDDINGS INC	2018-1084	RELEASE PER TP APPEAL	C	PEN FEE	89.82
THE LODGE WEDDINGS INC	2018-1084	RELEASE PER TP APPEAL	FR03ADVLTAX	19.25	
THE LODGE WEDDINGS INC	2018-1084	RELEASE PER TP APPEAL	FR03PEN FEE	7.70	
THE LODGE WEDDINGS INC	2018-1085	RELEASE PER TP APPEAL	C	ADVLTAX	196.84
THE LODGE WEDDINGS INC	2018-1085	RELEASE PER TP APPEAL	C	PEN FEE	59.05
THE LODGE WEDDINGS INC	2018-1085	RELEASE PER TP APPEAL	FR03ADVLTAX	16.87	
THE LODGE WEDDINGS INC	2018-1085	RELEASE PER TP APPEAL	FR03PEN FEE	5.06	
THE LODGE WEDDINGS INC	2018-1086	RELEASE PER TP APPEAL	C	ADVLTAX	167.65
THE LODGE WEDDINGS INC	2018-1086	RELEASE PER TP APPEAL	C	PEN FEE	33.53
THE LODGE WEDDINGS INC	2018-1086	RELEASE PER TP APPEAL	FR03ADVLTAX	14.37	
THE LODGE WEDDINGS INC	2018-1086	RELEASE PER TP APPEAL	FR03PEN FEE	2.87	
THE LODGE WEDDINGS INC	2018-1087	RELEASE PER TP APPEAL	C	ADVLTAX	144.58
THE LODGE WEDDINGS INC	2018-1087	RELEASE PER TP APPEAL	C	PEN FEE	14.46
THE LODGE WEDDINGS INC	2018-1087	RELEASE PER TP APPEAL	FR03ADVLTAX	12.05	
THE LODGE WEDDINGS INC	2018-1087	RELEASE PER TP APPEAL	FR03PEN FEE	1.21	
TUCKER MICHAEL C	2018-100352		C	GARNFEE	60.00
WATERS EDGE FARM	2018-103437	releasing BILL TO allow proper	C	ADVLTAX	198.80
WATERS EDGE FARM	2018-103437	releasing BILL TO allow proper	C	PEN FEE	19.88
WATERS EDGE FARM	2018-103437	releasing BILL TO allow proper	FR11ADVLTAX	18.78	
WATERS EDGE FARM	2018-103437	releasing BILL TO allow proper	FR11PEN FEE	1.88	



## North Carolina Vehicle Tax System

### NCVTS Pending Refund report

Report Date 3/4/2019 8:32:10 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Bill #	Plate Number	Status	Transaction #	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
ABASS, GEHAN MOHAMED	ABASS, GEHAN MOHAMED		5650 HAMMERMILL DR	HARRISBURG, NC 28075	Proration	0044863332	FJN1918	PENDING	101512630	Refund Generated due to proration on Bill #0044863332-2018-0000-00	Vehicle Sold	02/26/2019	C ADVL CI01ADVL	Tax Tax	(\$35.91) (\$17.71)	\$0.00 \$0.00	(\$35.91) (\$17.71)
ADCOCK, MICHAEL ANTHONY	ADCOCK, MICHAEL ANTHONY		1974 MALLARD POINTE DR	KANNAPOLIS, NC 28083	Proration	0046067866	FLD9639	PENDING	151146255	Refund Generated due to proration on Bill #0046067866-2018-2018-0000-00	Vehicle Sold	02/11/2019	C ADVL CI04ADVL CI04ADVL	Tax Tax Vehicle Fee	(\$67.65) (\$59.20) \$0.00	\$0.00 \$0.00 \$0.00	(\$67.65) (\$59.20) \$126.85
ALCAR CONSTRUCTO RS INC	ALCAR CONSTRUCTO RS INC		4425 REPUBLIC CT NW	CONCORD, NC 28025	Proration	0010415689	CDM4345	PENDING	152269407	Refund Generated due to proration on Bill #0010415689-2018-2018-0000-00	Vehicle Sold	02/26/2019	C ADVL CI02ADVL CI02ADVL	Tax Tax Vehicle Fee	(\$53.76) (\$35.84) \$0.00	\$0.00 \$0.00 \$0.00	(\$53.76) (\$35.84) \$89.60
ALLISON, ELIZABETH JANE	ALLISON, ELIZABETH JANE		6506 WELDON CIR	CONCORD, NC 28027	Proration	0042386374	CBP3505	PENDING	150764397	Refund Generated due to proration on Bill #0042386374-2017-2017-0000-00	Vehicle Sold	02/05/2019	C ADVL CI02ADVL CI02ADVL	Tax Tax Vehicle Fee	(\$109.90) (\$75.36) \$0.00	\$0.00 \$0.00 \$0.00	(\$109.90) (\$75.36) \$185.26
BERRY, CYNTHIA LYNN	BERRY, CYNTHIA LYNN		3205 LAMBERT RD	MOUNT PLEASANT, NC 28124	Adjustment < \$100	0000846816	FCJ6765	PENDING	100988974	Refund Generated due to adjustment on Bill #0000846816-2018-2018-0000-00	Damage	02/15/2019	C ADVL FR16ADVL	Tax Tax	(\$25.56) (\$3.66)	\$0.00 \$0.00	(\$25.56) (\$3.66)
BHATTI, HASHIM SARDAR	BHATTI, HASHIM SARDAR		65 RIVER RD APT 212B	NUTLEY, NJ 07110	Proration	0043741275	FHD7990	PENDING	151795590	Refund Generated due to proration on Bill #0043741275-2018-2018-0000-00	Reg . Out of state	02/20/2019	C ADVL CI04ADVL CI04ADVL	Tax Tax Vehicle Fee	(\$73.50) (\$64.31) \$0.00	\$0.00 \$0.00 \$0.00	(\$73.50) (\$64.31) \$137.81
BLANCHARD, KAITLYN MARIE	BLANCHARD, KAITLYN MARIE		475 TERRACE BLVD	DEPEW, NY 14043	Proration	0042368348	DKF5607	PENDING	101418706	Refund Generated due to proration on Bill #0042368348-2017-2017-0000-00	Processed in error	02/25/2019	C ADVL FR04ADVL	Tax Tax	(\$90.21) (\$7.09)	\$0.00 \$0.00	(\$90.21) (\$7.09)
BLANCHARD, KEITH ROBERT	BLANCHARD, KEITH ROBERT		475 TERRACE BLVD	DEPEW, NY 14043	Proration	0039049612	PAZ2291	PENDING	101418728	Refund Generated due to proration on Bill #0039049612-2017-2017-0000-00	Reg . Out of state	02/25/2019	C ADVL FR04ADVL	Tax Tax	(\$53.18) (\$4.18)	\$0.00 \$0.00	(\$53.18) (\$4.18)
BOTTENBERG, ERIN GAYE	BOTTENBERG, ERIN GAYE	BOTTENBERG, BRENDEN WILLIAM	1543 CAMBRIDGE HEIGHTS PL	CONCORD, NC 28027	Proration	0045015447	PCT7258	PENDING	150935106	Refund Generated due to proration on Bill #0045015447-2018-2018-0000-00	Vehicle Sold	02/07/2019	C ADVL CI02ADVL CI02ADVL	Tax Tax Vehicle Fee	(\$32.08) (\$21.38) \$0.00	\$0.00 \$0.00 \$0.00	(\$32.08) (\$21.38) \$53.46
BOVARD, WADE ROY	BOVARD, WADE ROY		3340 GOLD HILL RD E	GOLD HILL, NC 28071	Proration	0039818111	HY3403	PENDING	101419090	Refund Generated due to proration on Bill #0039818111-2018-2018-0000-00	Vehicle Sold	02/25/2019	C ADVL FR15ADVL	Tax Tax	(\$104.49) (\$18.43)	\$0.00 \$0.00	(\$104.49) (\$18.43)
BRAFFORD, KATELYN RENEE	BRAFFORD, KATELYN RENEE		211 OLD AIRPORT RD	CONCORD, NC 28025	Proration	0041320473	DDS3697	PENDING	151239018	Refund Generated due to proration on Bill #0041320473-2017-2017-0000-00	Vehicle Sold	02/12/2019	C ADVL CI02ADVL CI02ADVL	Tax Tax Vehicle Fee	(\$3.89) (\$2.67) \$0.00	\$0.00 \$0.00 \$0.00	(\$3.89) (\$2.67) \$6.56
BRIDGEMAN, ANTHONY JOHN	BRIDGEMAN, ANTHONY JOHN	BRIDGEMAN, PATSY HARRIS	11 ICHABOD CIR	CONCORD, NC 28025	Proration	0029254028	MWL6333	PENDING	100332666	Refund Generated due to proration on Bill #0029254028-2018-2018-0000-00	Vehicle Sold	02/01/2019	C ADVL FR03ADVL	Tax Tax	(\$131.07) (\$10.93)	\$0.00 \$0.00	(\$131.07) (\$10.93)
CARTER, NATHAN LEE	CARTER, NATHAN LEE		4971 FLOWES STORE RD	CONCORD, NC 28025	Proration	0018011506	5M4316	PENDING	101256648	Refund Generated due to proration on Bill #0018011506-2017-2017-0000-00	Vehicle Sold	02/21/2019	C ADVL FR04ADVL	Tax Tax	(\$26.37) (\$2.07)	\$0.00 \$0.00	(\$26.37) (\$2.07)
CARTER, RANDELL LEE	CARTER, RANDELL LEE		2614 OAKVIEW DR SW	CONCORD, NC 28027	Proration	0038890687	XRR2307	PENDING	151319412	Refund Generated due to proration on Bill #0038890687-2018-2018-0000-00	Vehicle Sold	02/13/2019	C ADVL CI02ADVL CI02ADVL	Tax Tax Vehicle Fee	(\$184.80) (\$123.20) \$0.00	\$0.00 \$0.00 \$0.00	(\$184.80) (\$123.20) \$308.00
CHARLTON, JEFFREY DEAN	CHARLTON, JEFFREY DEAN		3949 TROON DR SW	CONCORD, NC 28027	Proration	0030844313	A352CP	PENDING	151405875	Refund Generated due to proration on Bill #0030844313-2017-2017-0000-00	Vehicle Sold	02/14/2019	C ADVL CI02ADVL CI02ADVL	Tax Tax Vehicle Fee	(\$38.50) (\$26.40) \$0.00	\$0.00 \$0.00 \$0.00	(\$38.50) (\$26.40) \$64.90
COLEY, COY EDWARD	COLEY, COY EDWARD		PO BOX 577	MOUNT PLEASANT, NC 28124	Proration	0031407498	CE6633	PENDING	101197534	Refund Generated due to proration on Bill #0031407498-2017-2017-0000-00	Vehicle Sold	02/20/2019	C ADVL FR16ADVL	Tax Tax	(\$88.37) (\$13.00)	\$0.00 \$0.00	(\$88.37) (\$13.00)
COLLINS, JOSHUA BENJAMIN	COLLINS, JOSHUA BENJAMIN		8513 INDIAN SUMMER TRL	HARRISBURG, NC 28075	Proration	0046069544	FCJ7234	PENDING	100676896	Refund Generated due to proration on Bill #0046069544-2018-2018-0000-00	Vehicle Sold	02/08/2019	C ADVL FR07ADVL	Tax Tax	(\$34.92) (\$7.28)	\$0.00 \$0.00	(\$34.92) (\$7.28)
COMER, KAREN	COMER, KAREN		653 CAMROSE CIR NE	CONCORD, NC 28025	Proration	0022840361	WZL2685	PENDING	151796145	Refund Generated due to proration on Bill	Vehicle Sold	02/20/2019	C ADVL CI02ADVL	Tax Tax	(\$28.23) (\$19.36)	\$0.00 \$0.00	(\$28.23) (\$19.36)



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WHIDDEN	WHIDDEN	COOKE, RUSSELL VASHON	COOKE, CASEZELLA KING	2110 DEEPWOOD PL NW	CONCORD, NC 28027	Proration	0043160271	CCE7326	PENDING	151406067	Refund Generated due to proration on Bill #0043160271-2017-2017-0000-00	Vehicle Totalled	02/14/2019	CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
														C ADVL	Tax	(\$19.13)	\$0.00	(\$19.13)	
														CI02ADVL	Tax	(\$13.12)	\$0.00	(\$13.12)	
														CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$32.25
														C ADVL	Tax	(\$11.27)	\$0.00	(\$11.27)	
														CI02ADVL	Tax	(\$7.73)	\$0.00	(\$7.73)	
														CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$19.00
														C ADVL	Tax	(\$25.42)	\$0.00	(\$25.42)	
														CI02ADVL	Tax	(\$16.94)	\$0.00	(\$16.94)	
														CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)	Refund \$57.36
														C ADVL	Tax	(\$4.12)	\$0.00	(\$4.12)	
														CI02ADVL	Tax	(\$2.82)	\$0.00	(\$2.82)	
														CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$6.94
														C ADVL	Tax	(\$2.83)	\$0.00	(\$2.83)	
														CI02ADVL	Tax	(\$1.94)	\$0.00	(\$1.94)	
														CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$4.77
														C ADVL	Tax	(\$24.35)	\$0.00	(\$24.35)	
														CI02ADVL	Tax	(\$16.24)	\$0.00	(\$16.24)	
														CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$40.59
														C ADVL	Tax	(\$12.48)	\$0.00	(\$12.48)	
														CI02ADVL	Tax	(\$8.32)	\$0.00	(\$8.32)	
														CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$20.80
														C ADVL	Tax	(\$3.64)	\$0.00	(\$3.64)	
														CI02ADVL	Tax	(\$2.49)	\$0.00	(\$2.49)	
														CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$6.13
														C ADVL	Tax	(\$30.96)	\$0.00	(\$30.96)	
														CI02ADVL	Tax	(\$20.63)	\$0.00	(\$20.63)	
														CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$51.59
														C ADVL	Tax	(\$22.46)	\$0.00	(\$22.46)	
														CI02ADVL	Tax	(\$15.40)	\$0.00	(\$15.40)	
														CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$37.86
														C ADVL	Tax	(\$8.88)	\$0.00	(\$8.88)	
														CI01ADVL	Tax	(\$4.38)	\$0.00	(\$4.38)	
														C ADVL	Tax	(\$16.89)	\$0.00	(\$16.89)	
														CI04ADVL	Tax	(\$14.79)	\$0.00	(\$14.79)	
														CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$31.68
														C ADVL	Tax	(\$50.88)	\$0.00	(\$50.88)	
														CI02ADVL	Tax	(\$33.92)	\$0.00	(\$33.92)	
														CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$84.80
														C ADVL	Tax	(\$67.65)	\$0.00	(\$67.65)	
														CI04ADVL	Tax	(\$59.20)	\$0.00	(\$59.20)	
														CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$126.85
														C ADVL	Tax	(\$23.90)	\$0.00	(\$23.90)	
														FR07ADVL	Tax	(\$4.49)	\$0.00	(\$4.49)	
														FR07ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	Refund \$28.39
														C ADVL	Tax	(\$67.35)	\$0.00	(\$67.35)	
														CI04ADVL	Tax	(\$60.61)	\$0.00	(\$60.61)	



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Last Name	First Name	Middle Name	Address	City	State	Proration	Bill Number	Status	Bill ID	Refund Generated due to proration on Bill	Vehicle Sold	Date Sold	Refund Breakdown					
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
HENDRIX, JUDY OLAH	HENDRIX, JUDY OLAH		63 ROLLINGWOOD DR SE	CONCORD, NC 28025		Proration	0042292344	PENDING	150499611	Refund Generated due to proration on Bill #0042292344-2017-2017-0000-00	Vehicle Sold	02/01/2019	C ADVL	Tax	(\$1.22)	\$0.00	(\$1.22)	
													CI02ADVL	Tax	(\$0.84)	\$0.00	(\$0.84)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
													Refund				\$2.06	
HERRING, BRADLEY WILLIAM JR	HERRING, BRADLEY WILLIAM JR	HERRING, CHERYL LENTZ	1001 KENILWORTH CT	CONCORD, NC 28027		Proration	0014318963	ZRS9304	PENDING	152128620	Refund Generated due to proration on Bill #0014318963-2017-2017-0000-00	Vehicle Sold	02/25/2019	C ADVL	Tax	(\$1.02)	\$0.00	(\$1.02)
													CI02ADVL	Tax	(\$0.70)	\$0.00	(\$0.70)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
													Refund				\$1.72	
HONEYCUTT, ROBERT MICHAEL JR	HONEYCUTT, ROBERT MICHAEL JR		78 BROOKWOOD AVE NE	CONCORD, NC 28025		Proration	0043038904	FDY2394	PENDING	151620264	Refund Generated due to proration on Bill #0043038904-2017-2017-0000-00	Vehicle Sold	02/18/2019	C ADVL	Tax	(\$37.33)	\$0.00	(\$37.33)
													CI02ADVL	Tax	(\$25.60)	\$0.00	(\$25.60)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
													Refund				\$62.93	
JACOB, SHIBIN THOMAS	JACOB, SHIBIN THOMAS		6031 TOM QUERY RD	CHARLOTTE, NC 28213		Adjustment < \$100	0029738111	DMB5275	PENDING	101136790	Refund Generated due to adjustment on Bill #0029738111-2018-2017-0000-00	Over Assessment	02/19/2019	C ADVL	Tax	(\$60.98)	\$0.00	(\$60.98)
													FR07ADVL	Tax	(\$12.70)	\$0.00	(\$12.70)	
													Refund				\$73.68	
JOHNSON, ALVIN STEPHEN	JOHNSON, ALVIN STEPHEN		126 W STABLEFORD DR	DUNCAN, SC 29334		Proration	0000844749	BFF7048	PENDING	100764286	Refund Generated due to proration on Bill #0000844749-2018-2017-0000-00	Vehicle Sold	02/11/2019	C ADVL	Tax	(\$73.26)	\$0.00	(\$73.26)
													FR13ADVL	Tax	(\$9.36)	\$0.00	(\$9.36)	
JONES, WILLIAM ALAN	JONES, WILLIAM ALAN		2516 CALGARY PL NW	CONCORD, NC 28027		Proration	0026199742	TVN6116	PENDING	151015428	Refund Generated due to proration on Bill #0026199742-2017-2017-0000-00	Vehicle Sold	02/08/2019	C ADVL	Tax	(\$12.37)	\$0.00	(\$12.37)
													CI02ADVL	Tax	(\$8.48)	\$0.00	(\$8.48)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
													Refund				\$20.85	
KIKER, STACY HENDRIX	KIKER, STACY HENDRIX		2508 CALGARY PL NW	CONCORD, NC 28027		Proration	0022727275	YRL7888	PENDING	152128410	Refund Generated due to proration on Bill #0022727275-2018-2018-0000-00	Vehicle Sold	02/25/2019	C ADVL	Tax	(\$22.83)	\$0.00	(\$22.83)
													CI02ADVL	Tax	(\$15.23)	\$0.00	(\$15.23)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
													Refund				\$38.06	
KING, LINDSEY ELAINE	KING, LINDSEY ELAINE		105 EDGEWATER DR NW	CONCORD, NC 28027		Proration	0044080333	FHH1497	PENDING	151620183	Refund Generated due to proration on Bill #0044080333-2018-2018-0000-00	Vehicle Totalled	02/18/2019	C ADVL	Tax	(\$18.39)	\$0.00	(\$18.39)
													CI02ADVL	Tax	(\$12.26)	\$0.00	(\$12.26)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
													Refund				\$30.65	
KING, STEPHANIE SNIPES	KING, STEPHANIE SNIPES		105 EDGEWATER DR NW	CONCORD, NC 28027		Proration	0031742471	EBZ5823	PENDING	151484274	Refund Generated due to proration on Bill #0031742471-2017-2017-0000-00	Vehicle Sold	02/15/2019	C ADVL	Tax	(\$13.23)	(\$0.87)	(\$14.10)
													CI02ADVL	Tax	(\$9.07)	(\$0.25)	(\$9.32)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
													Refund				\$23.42	
KING, STEPHANIE SNIPES	KING, STEPHANIE SNIPES		105 EDGEWATER DR NW	CONCORD, NC 28027		Proration	0044653712	FJN1824	PENDING	151484280	Refund Generated due to proration on Bill #0044653712-2018-2018-0000-00	Vehicle Sold	02/15/2019	C ADVL	Tax	(\$21.51)	\$0.00	(\$21.51)
													CI02ADVL	Tax	(\$14.33)	\$0.00	(\$14.33)	
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
													Refund				\$35.84	
KITTEL, JONATHAN ALLEN	KITTEL, JONATHAN ALLEN		6525 FOOTHILLS LN	CONCORD, NC 28025		Proration	0030761225	DJW2311	PENDING	101603648	Refund Generated due to proration on Bill #0030761225-2017-2017-0000-00	Vehicle Sold	02/27/2019	C ADVL	Tax	(\$15.21)	\$0.00	(\$15.21)
													FR04ADVL	Tax	(\$1.19)	\$0.00	(\$1.19)	
													Refund				\$16.40	
LAMAY, ROBERT VERNON	LAMAY, ROBERT VERNON		2902 MARYLAND AVE	KANNAPOLIS, NC 28083		Proration	0032916024	DLF5583	PENDING	151884918	Refund Generated due to proration on Bill #0032916024-2018-2018-0000-00	Vehicle Sold	02/21/2019	C ADVL	Tax	(\$71.23)	\$0.00	(\$71.23)
													CI04ADVL	Tax	(\$62.32)	\$0.00	(\$62.32)	
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00	
													Refund				\$133.55	
LAMBERT, SHANNON TRAE	LAMBERT, SHANNON TRAE	LAMBERT, LORA MCCOY	8348 ROCKY RIVER RD	HARRISBURG, NC 28075		Proration	0018014525	BCV7897	PENDING	100989238	Refund Generated due to proration on Bill #0018014525-2017-2017-0000-00	Vehicle Sold	02/15/2019	C ADVL	Tax	(\$15.12)	(\$0.74)	(\$15.86)
													FR07ADVL	Tax	(\$2.84)	(\$0.15)	(\$2.99)	
													Refund				\$18.85	
LAPISH, SHANNA MARIE	LAPISH, SHANNA MARIE	LAPISH, JAMIE BRIAN	4387 WINTERWOOD LN	HARRISBURG, NC 28075		Proration	0041859096	4179SA	PENDING	151619949	Refund Generated due to proration on Bill #0041859096-2017-2017-0000-00	Vehicle Sold	02/18/2019	C ADVL	Tax	(\$97.30)	\$0.00	(\$97.30)
													FR19ADVL	Tax	(\$18.28)	\$0.00	(\$18.28)	
													CI01ADVL	Tax	(\$22.03)	\$0.00	(\$22.03)	
													Refund				\$137.61	
LAPRADD, EMILY HARTNETT	LAPRADD, EMILY HARTNETT	LAPRADD, RICHARD WAYNE	128 STRATFORD DR	MCMURRAY, PA 15317		Proration	0042250944	ZNZ9808	PENDING	151238364	Refund Generated due to proration on Bill #0042250944-2017-2017-0000-00	Reg. Out of state	02/12/2019	C ADVL	Tax	(\$90.00)	\$0.00	(\$90.00)
													FR19ADVL	Tax	(\$16.90)	\$0.00	(\$16.90)	
													CI01ADVL	Tax	(\$20.38)	\$0.00	(\$20.38)	
													Refund				\$127.28	
LAPRADD, RICHARD WAYNE	LAPRADD, RICHARD WAYNE		128 STRATFORD DR	MCMURRAY, PA 15317		Proration	0042345493	WYX4716	PENDING	151238376	Refund Generated due to proration on Bill #0042345493-2017-2017-0000-00	Reg. Out of state	02/12/2019	C ADVL	Tax	(\$126.79)	\$0.00	(\$126.79)
													FR19ADVL	Tax	(\$23.82)	\$0.00	(\$23.82)	
													CI01ADVL	Tax	(\$28.71)	\$0.00	(\$28.71)	
													Refund				\$179.32	



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LEVITT, RICHARD MARC	LEVITT, RICHARD MARC		8700 BAYBERRY TRL	CONCORD, NC 28027	Proration	0041963287	FCY6435	PENDING	101136776	Refund Generated due to proration on Bill #0041963287-2017-2017-0000-00	Vehicle Sold	02/19/2019	C ADVL	Tax	(\$49.89)	\$0.00	(\$49.89)
LINKER, JANITA ROSS	LINKER, JANITA ROSS		789 IDEAL DR SE	CONCORD, NC 28025	Proration	0044287423	FJB1672	PENDING	151705839	Refund Generated due to proration on Bill #0044287423-2018-2018-0000-00	Vehicle Sold	02/19/2019	FR11ADVL	Tax	(\$4.85)	\$0.00	(\$4.85)
MARCHENA, RICHARD	MARCHENA, RICHARD		3221 ROBERTA FARMS CT SW	CONCORD, NC 28027	Proration	0036927329	EDL5579	PENDING	152570082	Refund Generated due to proration on Bill #0036927329-2017-2017-0000-00	Vehicle Sold	02/28/2019	C ADVL	Tax	(\$17.75)	\$0.00	(\$17.75)
MCDERMOTT, MICHAEL PATRICK JR	MCDERMOTT, MICHAEL PATRICK JR		4418 HUNTER CT	HARRISBURG, NC 28075	Proration	0035671041	VRN5451	PENDING	152269302	Refund Generated due to proration on Bill #0035671041-2017-2017-0000-00	Vehicle Sold	02/26/2019	CI02ADVL	Tax	(\$11.83)	\$0.00	(\$11.83)
MCMATH, PAUL STEPHEN	MCMATH, PAUL STEPHEN		3215 WOODCHUCK DR	KANNAPOLIS, NC 28081	Proration	0038875223	SSM2022	PENDING	152405079	Refund Generated due to proration on Bill #0038875223-2018-2018-0000-00	Vehicle Sold	02/27/2019	CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
MECKLENBURG COUNTY	MUBARAK, BRITNEY LOU		P O BOX 707	CONCORD, NC 28026	Adjustment >= \$100	0046055903	FLE7997	PENDING	152268702	[AS0168] - Refund Generated due to adjustment on abstract # : 0046055903-2018-2018-0000-00	Assessed In Err	02/26/2019	C ADVL	Tax	(\$124.56)	\$0.00	(\$124.56)
MERVINE, JOHN CHRISTIAN	MERVINE, JOHN CHRISTIAN		3120 SIMMONS ST	KANNAPOLIS, NC 28083	Proration	0038007928	WVV1699	PENDING	100989088	Refund Generated due to proration on Bill #0038007928-2017-2017-0000-00	Vehicle Sold	02/15/2019	CI02ADVL	Tax	(\$83.04)	\$0.00	(\$83.04)
MILLER, VANCE EUGENE	MILLER, VANCE EUGENE	MILLER, BRENDA FRICK	8096 NORTH DR	MOUNT PLEASANT, NC 28124	Proration	0041153366	HR2278	PENDING	100623006	Refund Generated due to proration on Bill #0041153366-2017-2017-0000-00	Vehicle Sold	02/07/2019	CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
MITCHELL, TAMI JOY	MITCHELL, TAMI JOY		808 W A ST	KANNAPOLIS, NC 28081	Proration	0039794008	EMT2043	PENDING	150499470	Refund Generated due to proration on Bill #0039794008-2018-2018-0000-00	Vehicle Sold	02/01/2019	C ADVL	Tax	(\$100.62)	\$0.00	(\$100.62)
MITCHUM, ROBERT EDWIN	MITCHUM, ROBERT EDWIN	MITCHUM, LOUISE BYNUM	228 SIDESMUR CT NE	CONCORD, NC 28025	Proration	0042244272	ELX2955	PENDING	151238574	Refund Generated due to proration on Bill #0042244272-2017-2017-0000-00	Vehicle Sold	02/12/2019	CI02ADVL	Tax	(\$11.87)	\$0.00	(\$11.87)
MOBLEY, THEODORE AKEEM	MOBLEY, THEODORE AKEEM		26 SEARCH DR	CONCORD, NC 28025	Proration	0042505637	FEH5729	PENDING	100440468	Refund Generated due to proration on Bill #0042505637-2017-2017-0000-00	Vehicle Sold	02/04/2019	C ADVL	Tax	(\$2.64)	\$0.00	(\$2.64)
MORRISON, FREIDA KATHY	MORRISON, FREIDA KATHY		334 HENDERSON CIR	HARRISBURG, NC 28075	Proration	0014314170	XSZ5648	PENDING	152405310	Refund Generated due to proration on Bill #0014314170-2017-2017-0000-00	Vehicle Sold	02/27/2019	FR19ADVL	Tax	(\$5.83)	\$0.00	(\$5.83)
MOSLEY, TERESA ANN	MOSLEY, TERESA ANN		3659 PATRICIA DR NW	CONCORD, NC 28027	Proration	0030444963	PCB6427	PENDING	152268957	Refund Generated due to proration on Bill #0030444963-2017-2017-0000-00	Vehicle Sold	02/26/2019	CI01ADVL	Tax	(\$1.10)	\$0.00	(\$1.10)
MURRAY, WILLIAM LYALL JR	MURRAY, WILLIAM LYALL JR	MURRAY, PATRICIA MARY	4981 NORMAN PARK PL	CLOVER, SC 29710	Proration	0043337389	BME2822	PENDING	150764409	Refund Generated due to proration on Bill #0043337389-2017-2017-0000-00	Reg . Out of state	02/05/2019	CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
MYERS, MARY ANANDA	MYERS, MARY ANANDA		2201 MOUNT PLEASANT RD W	MOUNT PLEASANT, NC 28124	Proration	0041241711	FCT9087	PENDING	100764356	Refund Generated due to proration on Bill #0041241711-2018-2018-0000-00	Vehicle Sold	02/11/2019	C ADVL	Tax	(\$7.99)	\$0.00	(\$7.99)
NOLLEY, CLARENCE THOMAS JR	NOLLEY, CLARENCE THOMAS JR		4613 CAROLANDO DR SW	CONCORD, NC 28027	Proration	0014332671	ZSE7903	PENDING	151619526	Refund Generated due to proration on Bill #0014332671-2017-2017-0000-00	Vehicle Sold	02/18/2019	FR16ADVL	Tax	(\$1.14)	\$0.00	(\$1.14)
NOLLEY, CLARENCE THOMAS JR	NOLLEY, CLARENCE THOMAS JR		4613 CAROLANDO DR SW	CONCORD, NC 28027	Proration	0040563749	D364R	PENDING	151483488	Refund Generated due to proration on Bill #0040563749-2018-2018-0000-00	Vehicle Sold	02/15/2019	CI02ADVL	Tax	(\$2.70)	\$0.00	(\$2.70)
NOLLEY, CLARENCE THOMAS JR	NOLLEY, CLARENCE THOMAS JR		4613 CAROLANDO DR SW	CONCORD, NC 28027	Proration	0040563749	D364R	PENDING	151483488	Refund Generated due to proration on Bill #0040563749-2018-2018-0000-00	Vehicle Sold	02/15/2019	CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
NOLLEY, CLARENCE THOMAS JR	NOLLEY, CLARENCE THOMAS JR		4613 CAROLANDO DR SW	CONCORD, NC 28027	Proration	0040563749	D364R	PENDING	151483488	Refund Generated due to proration on Bill #0040563749-2018-2018-0000-00	Vehicle Sold	02/15/2019	CI02ADVL	Tax	(\$14.64)	\$0.00	(\$14.64)
NOLLEY, CLARENCE THOMAS JR	NOLLEY, CLARENCE THOMAS JR		4613 CAROLANDO DR SW	CONCORD, NC 28027	Proration	0040563749	D364R	PENDING	151483488	Refund Generated due to proration on Bill #0040563749-2018-2018-0000-00	Vehicle Sold	02/15/2019	CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)



## North Carolina Vehicle Tax System

### NCVTS Pending Refund report

Report Date 3/4/2019 8:32:10 AM

2018-UUUU-UU													Refund	\$51.60			
OGUNYOMI, LASUNKANMI DOYIN	OGUNYOMI, LASUNKANMI DOYIN		646 CENTRAL DR NW	CONCORD, NC 28027	Proration	0036718818	EKF6687	PENDING	151796241	Refund Generated due to proration on Bill #0036718818-2017-2017-0000-00	Vehicle Sold	02/20/2019	C ADVL	Tax	(\$8.10)	\$0.00	(\$8.10)
													CI02ADVL	Tax	(\$5.55)	\$0.00	(\$5.55)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$13.65	
ONEIL, PAUL EDWARD	ONEIL, PAUL EDWARD	ONEIL, BEATRICE HEIDEL	12643 HILL PINE RD	MIDLAND, NC 28107	Proration	0037129460	BEAHAPPY	PENDING	100568498	Refund Generated due to proration on Bill #0037129460-2017-2017-0000-00	Vehicle Totalled	02/06/2019	C ADVL	Tax	(\$33.07)	\$0.00	(\$33.07)
													CI06ADVL	Tax	(\$9.45)	\$0.00	(\$9.45)
													Refund			\$42.52	
PARK, SANG CHO	PARK, SANG CHO		5488 SYCAMORE CREEK WAY	SUGAR HILL, GA 30518	Proration	0040846085	PBX7814	PENDING	151705605	Refund Generated due to proration on Bill #0040846085-2017-2017-0000-00	Reg . Out of state	02/19/2019	C ADVL	Tax	(\$47.59)	\$0.00	(\$47.59)
													CI04ADVL	Tax	(\$42.83)	\$0.00	(\$42.83)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$90.42	
PHILLIPS, LISA DIANE	PHILLIPS, LISA DIANE		PO BOX 993	MOUNT PLEASANT, NC 28124	Proration	0018018594	ADV1037	PENDING	100937344	Refund Generated due to proration on Bill #0018018594-2017-2017-0000-00	Vehicle Sold	02/14/2019	C ADVL	Tax	(\$15.99)	(\$0.80)	(\$16.79)
													CI03ADVL	Tax	(\$11.54)	(\$0.57)	(\$12.11)
													Refund			\$28.90	
PICKETT, RICKY WAYNE	PICKETT, RICKY WAYNE		909 TARTAN LN NW	CONCORD, NC 28027	Proration	0043723069	FHF8258	PENDING	152405526	Refund Generated due to proration on Bill #0043723069-2018-2018-0000-00	Vehicle Totalled	02/27/2019	C ADVL	Tax	(\$95.11)	\$0.00	(\$95.11)
													CI02ADVL	Tax	(\$63.41)	\$0.00	(\$63.41)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$158.52	
POPLIN, MAURICE DEWAYNE	POPLIN, MAURICE DEWAYNE		PO BOX 744	KANNAPOLIS, NC 28082	Proration	0014324189	VVA3523	PENDING	151015308	Refund Generated due to proration on Bill #0014324189-2017-2017-0000-00	Vehicle Totalled	02/08/2019	C ADVL	Tax	(\$1.15)	\$0.00	(\$1.15)
													CI04ADVL	Tax	(\$1.04)	\$0.00	(\$1.04)
													CI04ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$2.19	
REYNOLDS, RICHARD FERRELL	REYNOLDS, RICHARD FERRELL		1135 FORREST RIDGE DR NW	CONCORD, NC 28027	Proration	0042385602	EKT1621	PENDING	151405350	Refund Generated due to proration on Bill #0042385602-2017-2017-0000-00	Vehicle Sold	02/14/2019	C ADVL	Tax	(\$66.32)	\$0.00	(\$66.32)
													CI02ADVL	Tax	(\$45.48)	\$0.00	(\$45.48)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$111.80	
RITCHIE, DEON GRAY	RITCHIE, DEON GRAY		7201 PATEE LN	CONCORD, NC 28027	Proration	0040431043	WTN6001	PENDING	100333212	Refund Generated due to proration on Bill #0040431043-2017-2017-0000-00	Vehicle Sold	02/01/2019	C ADVL	Tax	(\$12.74)	\$0.00	(\$12.74)
													FR20ADVL	Tax	(\$1.82)	\$0.00	(\$1.82)
													Refund			\$14.56	
ROBERTS, LARRY DENNIS	ROBERTS, LARRY DENNIS		8320 KNIGHTS CT	HARRISBURG, NC 28075	Proration	0018033893	WXJ5736	PENDING	151483479	Refund Generated due to proration on Bill #0018033893-2017-2017-0000-00	Vehicle Sold	02/15/2019	C ADVL	Tax	(\$27.33)	\$0.00	(\$27.33)
													FR19ADVL	Tax	(\$5.13)	\$0.00	(\$5.13)
													CI01ADVL	Tax	(\$6.19)	\$0.00	(\$6.19)
													Refund			\$38.65	
RODRIGUEZ, TABITHA ANN	RODRIGUEZ, TABITHA ANN	RODRIGUEZ, ANTHONY JR	2948 CLOVER RD NW	CONCORD, NC 28027	Proration	0040583722	FCY1467	PENDING	152570163	Refund Generated due to proration on Bill #0040583722-2018-2018-0000-00	Vehicle Sold	02/28/2019	C ADVL	Tax	(\$168.03)	\$0.00	(\$168.03)
													CI02ADVL	Tax	(\$112.03)	\$0.00	(\$112.03)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$280.06	
ROGERS, ADAM WESLEY	ROGERS, ADAM WESLEY	ROGERS, BRITTANY WYATT	1758 EASTOVER ST	MOUNT PLEASANT, NC 28124	Adjustment < \$100	0046318443	HY3467	PENDING	201353812	Refund Generated due to adjustment on Bill #0046318443-2018-2018-0000	Situs error	02/08/2019	C ADVL	Tax	\$0.00	\$0.01	\$0.01
													CI02ADVL	Tax	(\$20.59)	(\$1.03)	(\$21.62)
													CI02ADVL	Vehicle Fee	(\$15.00)	\$0.00	(\$15.00)
													CI03ADVL	Tax	\$21.66	\$1.08	\$22.74
													Refund			\$13.87	
ROIG, CARLOS JUAN	ROIG, CARLOS JUAN	ROIG, MARTHA PATRICIA	1426 REVOLUTIONARY DR NW	CONCORD, NC 28027	Proration	0018029720	RVN4440	PENDING	151619925	Refund Generated due to proration on Bill #0018029720-2017-2017-0000-00	Vehicle Sold	02/18/2019	C ADVL	Tax	(\$28.90)	\$0.00	(\$28.90)
													CI02ADVL	Tax	(\$19.82)	\$0.00	(\$19.82)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$48.72	
RUMPLE, WALTER GIPSON IV	RUMPLE, WALTER GIPSON IV		6225 PAGEMONT RD	KANNAPOLIS, NC 28081	Adjustment < \$100	0040370331	EJA7006	PENDING	101256338	Refund Generated due to adjustment on Bill #0040370331-2018-2018-0000-00	Over Assessment	02/21/2019	C ADVL	Tax	(\$41.04)	\$0.00	(\$41.04)
													FR01ADVL	Tax	(\$5.70)	\$0.00	(\$5.70)
													Refund			\$46.74	
SHAIK, ASLAM	SHAIK, ASLAM		PO BOX 707	CONCORD, NC 28026	Proration	0044442473	PJR1386	PENDING	151405554	Refund Generated due to proration on Bill #0044442473-2018-2018-0000-00	Reg . Out of state	02/14/2019	C ADVL	Tax	(\$114.51)	\$0.00	(\$114.51)
													CI02ADVL	Tax	(\$76.34)	\$0.00	(\$76.34)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$190.85	
SLOOP, FAITH ALLMAN	SLOOP, FAITH ALLMAN		203 ELWOOD ST	KANNAPOLIS, NC 28081	Proration	0044565486	TPD7221	PENDING	152569944	Refund Generated due to proration on Bill #0044565486-2018-2018-0000-00	Vehicle Sold	02/28/2019	C ADVL	Tax	(\$80.98)	\$0.00	(\$80.98)
													CI02ADVL	Tax	(\$53.99)	\$0.00	(\$53.99)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$134.97	
TALBOT, SARAH LYNN	TALBOT, SARAH LYNN		72 CAROLINA AVE NE	CONCORD, NC 28025	Proration	0014320467	TVN9718	PENDING	151795725	Refund Generated due to proration on Bill #0014320467-2017-2017-0000-00	Vehicle Sold	02/20/2019	C ADVL	Tax	(\$2.23)	\$0.00	(\$2.23)
													CI02ADVL	Tax	(\$1.53)	\$0.00	(\$1.53)
													CI02ADVL	Vehicle Fee	\$0.00	\$0.00	\$0.00
													Refund			\$3.76	



## North Carolina Vehicle Tax System

## NCVTS Pending Refund report

Report Date 3/4/2019 8:32:10 AM

TARTAMELLA, JADE PRESTON	TARTAMELLA, JADE PRESTON		4550 ST STEPHENS CHURCH R	GOLD HILL, NC 28071	Proration	0044834174	FJN3684	PENDING	152570010	Refund Generated due to proration on Bill #0044834174-2018-2018-0000-00	Vehicle Sold	02/28/2019	C ADVL	Tax	(\$58.86)	\$0.00	(\$58.86)	
													CI02ADVL	Tax	(\$39.24)	\$0.00	(\$39.24)	
THREE WAY PLUMBING SERVICES INC	THREE WAY PLUMBING SERVICES INC	MARTINI, DANIELLE MARIE	174 CHURCH ST NE	CONCORD, NC 28025	Proration	0018033271	SXZ9621	PENDING	150660993	Refund Generated due to proration on Bill #0018033271-2017-2017-0000-00	Vehicle Sold	02/04/2019	C ADVL	Tax	(\$31.69)	\$0.00	(\$31.69)	
													CI02ADVL	Tax	(\$21.73)	\$0.00	(\$21.73)	
WALDROP, KEITH PARKER	WALDROP, KEITH PARKER		1501 CANDLEWYCK CT	KANNAPOLIS, NC 28081	Proration	0009717985	CCR2170	PENDING	151238736	Refund Generated due to proration on Bill #0009717985-2018-2018-0000-00	Vehicle Sold	02/12/2019	C ADVL	Tax	(\$44.49)	\$0.00	(\$44.49)	
													CI04ADVL	Tax	(\$38.93)	\$0.00	(\$38.93)	
WIDENHOUSE, SANDRA KAY	WIDENHOUSE, SANDRA KAY		5465 MIAMI CHURCH RD	CONCORD, NC 28025	Adjustment < \$100	0046390792	FCJ7179	PENDING	201873828	Refund Generated due to adjustment on Bill #0046390792-2018-2018-0000	Situs error	02/14/2019	C ADVL	Tax	\$0.00	\$0.00	\$0.00	
													CI02ADVL	Tax	(\$2.40)	\$0.00	(\$2.40)	
YATES, MITCHELL LEE	YATES, MITCHELL LEE	YATES, TERA HENDERSON	4802 COVINGTON DR NW	CONCORD, NC 28027	Proration	0018038673	1452PB	PENDING	152128437	Refund Generated due to proration on Bill #0018038673-2017-2017-0000-00	Vehicle Sold	02/25/2019	C ADVL	Tax	(\$37.52)	\$0.00	(\$37.52)	
													CI02ADVL	Tax	(\$25.73)	\$0.00	(\$25.73)	
YATES, PATRICK PAUL	YATES, PATRICK PAUL		13226 CABARRUS STATION RD	MIDLAND, NC 28107	Proration	0009085590	BY64243	PENDING	101512756	Refund Generated due to proration on Bill #0009085590-2018-2018-0000-00	Vehicle Sold	02/26/2019	C ADVL	Tax	(\$1.62)	\$0.00	(\$1.62)	
													FR05ADVL	Tax	(\$0.18)	\$0.00	(\$0.18)	
YATES, PATRICK PAUL	YATES, PATRICK PAUL	YATES, DAWN ODONOGHUE	13226 CABARRUS STATION RD	MIDLAND, NC 28107	Proration	0000899959	XSY9131	PENDING	101512762	Refund Generated due to proration on Bill #0000899959-2018-2018-0000-00	Vehicle Sold	02/26/2019	C ADVL	Tax	(\$57.46)	\$0.00	(\$57.46)	
													FR05ADVL	Tax	(\$6.38)	\$0.00	(\$6.38)	
																		Refund Total \$5892.58

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

New Business

**SUBJECT:**

County Manager - Offer to Purchase County Property off Bradford Road

**BRIEF SUMMARY:**

The County received an offer to purchase approximately 4 acres off Bradford Road. The acreage is part of a parcel purchased for the reservoir and the party making the offer owns an adjacent property. That adjacent property is a 4 acre parcel that was excluded from the original purchase. A letter with the offer and additional explanation is attached. This would need to follow the upset bid process if the Board of Commissioners wishes to consider it. That process will begin with conditional acceptance of the offer and receipt of the deposit.

**REQUESTED ACTION:**

Motion for conditional acceptance of the offer to purchase.

**EXPECTED LENGTH OF PRESENTATION:**

5 Minutes

**SUBMITTED BY:**

Jonathan B. Marshall, Deputy County Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda as a New Business item.

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**ATTACHMENTS:**

- Offer letter
- Upset Bid process
- Map

Cabarrus County  
Jonathan B. Marshall-Deputy County Manager  
65 Church St. S.  
Concord, NC 28026

02/05/2019

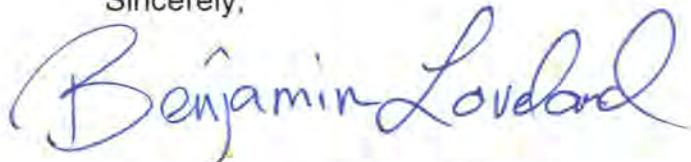
Mr. Jonathan B. Marshall,

We, Benjamin and Jennifer Loveland, own 4.02 AC with an address of 8383 Bradford Rd (PIN: 46828214680000). We have a 45' right of way access through the county owned land (PIN: 46920592570000) directly to the North of our property which allows us access from Bradford Rd onto our property. We would like to put forth considerable improvements to our right of way access road but since it is a right of way and not ours we are hesitant to perform these improvements. We would also like to control the property directly in front of us so the land in front of us will never be developed or the trees clear cut for any reason outside of our control.

This letter serves as an official offer letter to purchase the approximate 4.35 AC to the North of our existing property. We feel this will help clean up property boundaries for the county and allow us control over the use of the land thus providing a win-win situation for both parties. We have used GOOGLE EARTH to estimate the acreage (attached) to be 4.35 AC. We propose to extend the East boundary as a straight line off our property line to square up the final property boundary to link up with Bradford Rd. There is an existing tree line and old fence parallel to Bradford Rd approximately 25' off the asphalt to be the North boundary. We know this is not entirely accurate but will provide a starting point for this conversation.

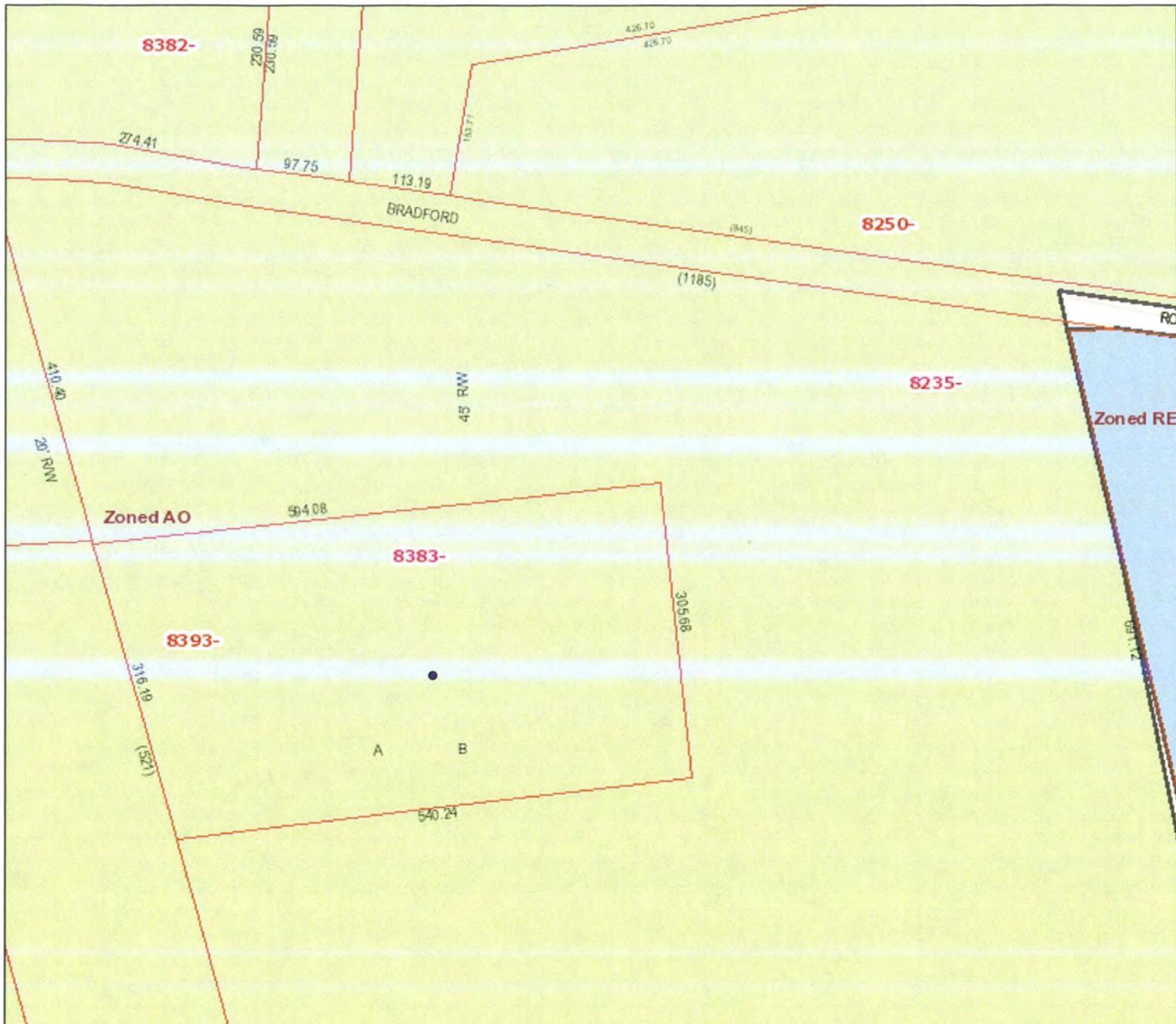
We propose to purchase the approximate 4.35 AC for \$15,000/AC. Please accept this as our formal offer for this parcel of land. Final amount will be determined after exact acreage can be evaluated by a survey and acceptance of our offer.

Sincerely,



Benjamin and Jennifer Loveland  
8383 Bradford Rd  
Concord, NC 28027  
704-998-1246  
Benjamin\_loveland@yahoo.com

# PIN 46828214680000



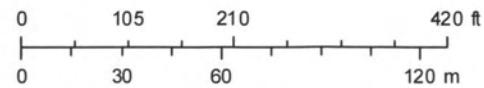
Property Real ID	03-011-0021.10	Parcel PIN	46828214680000
Physical Address:	8383 BRADFORD RD CONCORD NC 28027	Land Units	4.02
Owner Name 1:	LOVELAND BENJAMIN DON	Land Units Type	AC
Owner Name 2:	LOVELAND JENNIFER ANN WF	Land Value	78320
Mailing Address:	8383 BRADFORD RD NW	Building Value	637050
Mail City:	CONCORD	Assessed Value	719080
Mail State:	NC	Market Value	719080
Mail Zip:	28027		

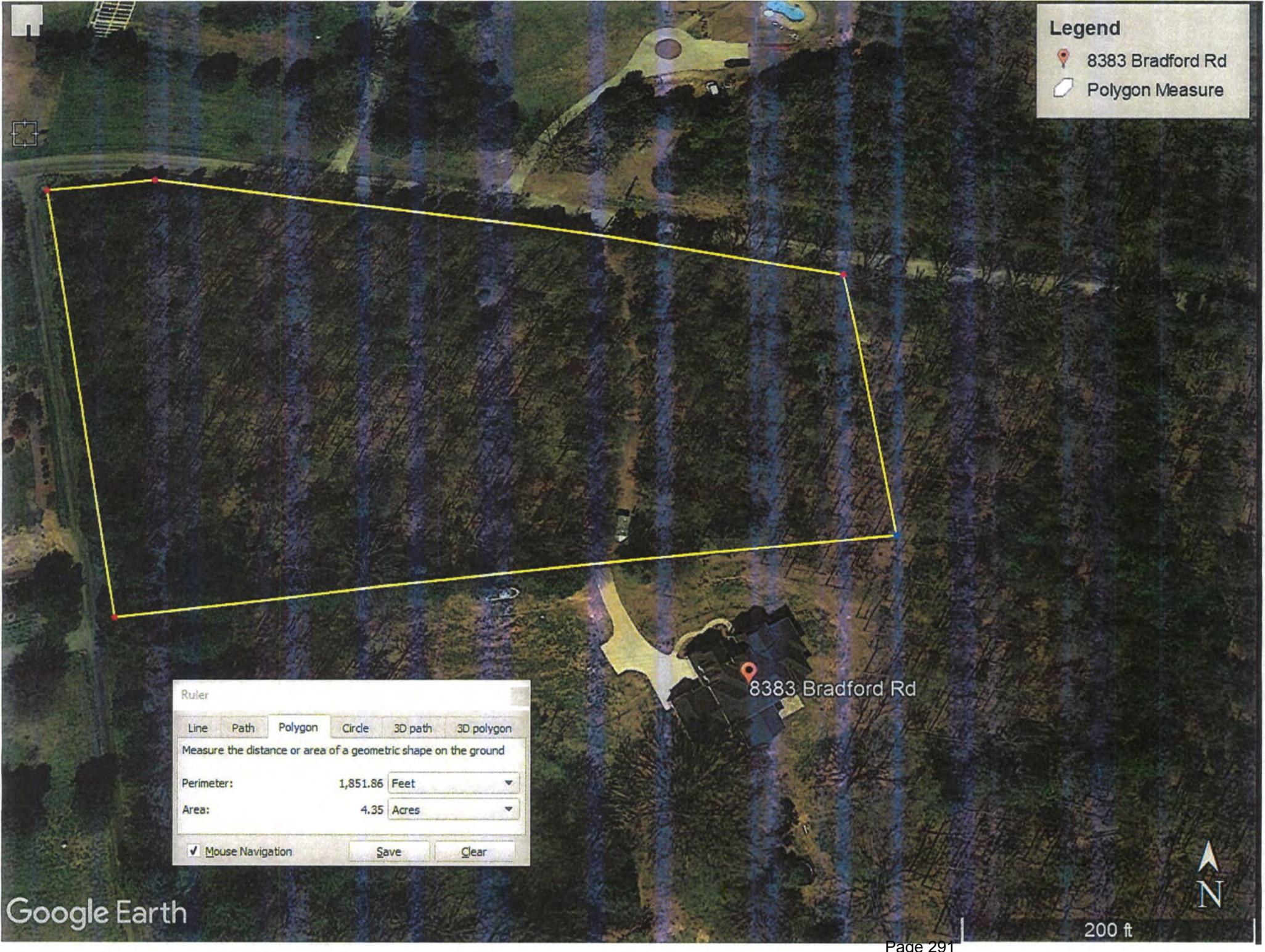
Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Map Created By Cabarrus County IT Department  
Data Sources: Cabarrus County Land Records

1:2,257

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCan, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community





### Legend

-  8383 Bradford Rd
-  Polygon Measure

Ruler

Line  Path  Polygon  Circle  3D path  3D polygon

Measure the distance or area of a geometric shape on the ground

Perimeter: 1,851.86 Feet

Area: 4.35 Acres

Mouse Navigation

8383 Bradford Rd

## EASEMENT

NORTH CAROLINA  
CABARRUS COUNTY

Prepared By: Jamonica Facyson  
Return To: Duke Energy Carolinas  
Attn: Jamonica Facyson  
182 Talbert Rd  
Mooresville, NC 28117

THIS EASEMENT ("Easement") is made this 18 day of Aug, 2016 ("Effective Date"), from BENJAMIN DON LOVELAND and wife, JENNIFER ANN LOVELAND, ("GRANTOR," whether one or more), to DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company ("DEC"), its successors, licensees, and assigns.

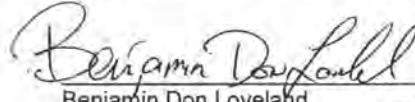
### WITNESSETH:

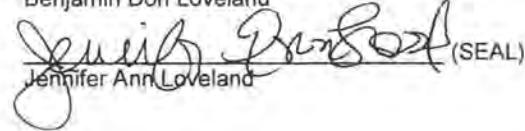
THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, lessees, licensees, transferees, permittees, apportionees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in City of Charlotte, described as follows: PIN:46828214680000; containing 4.02 acres, more or less, and being the land described in a deed from Thomas Konicki and wife, Christine Konicki to Benjamin Don Loveland and wife, Jennifer Ann Loveland, dated April 8, 2016, and recorded in Deed Book 11867, Page 113, Cabarrus County Registry (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being twenty (20) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes. The center line of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; and (d) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors, licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed by GRANTOR and is effective as of the Effective Date herein.

  
Benjamin Don Loveland (SEAL)  
Benjamin Don Loveland

  
Jennifer Ann Loveland (SEAL)  
Jennifer Ann Loveland

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NORTH CAROLINA, Mecklenburg COUNTY

I, Julie Haugen, a Notary Public of Mecklenburg County, North Carolina, certify that Benjamin Don Loveland and Jennifer Ann Loveland personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

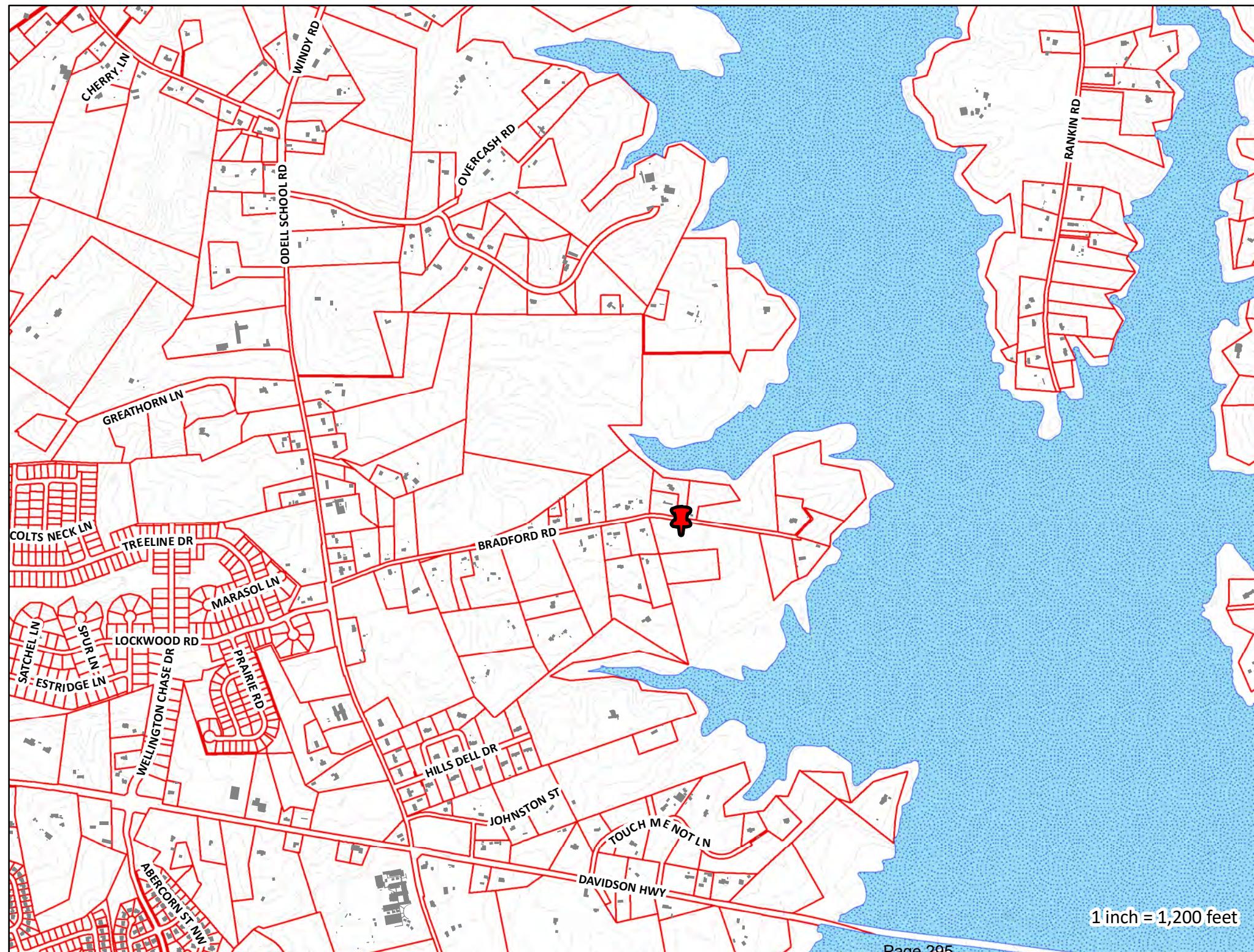
Witness my hand and notarial seal, this 18 day of Aug, 2011.



  
Notary Public  
My commission expires Jan 24, 2020

**§ 160A-269. Negotiated offer, advertisement, and upset bids.**

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Reports

**SUBJECT:**

BOC - Receive Updates From Commission Members who Serve as Liaisons to Municipalities or on Various Boards/Committees

**BRIEF SUMMARY:**

This time is allotted during regular meetings to receive updates from commission members that serve as liaisons to local municipalities or that serve on various boards/committees, if needed. This opportunity allows the board as a whole to learn more about what is going on with the boards each commissioner is individually involved with.

**REQUESTED ACTION:**

Receive updates and discuss as needed.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda.

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# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

**AGENDA CATEGORY:**

Reports

**SUBJECT:**

BOC - Request for Applications for County Boards/Committees

**BRIEF SUMMARY:**

Vacant Positions on the Cabarrus County Boards & Committees are as follows:

Boards & Committees	Vacancies/Expiring/Expired Terms	Term Expiration and/or Position
Active Living & Parks Commission	n/a	*
Adult Care Home Community Advisory Committee	10	**
Agricultural Advisory Board	2	*
Animal Protection Advisory Board	1	*
Board of Equalization & Review	n/a	*
Cardinal Innovations Healthcare Solutions Community Oversight Committee	n/a	*
Centralina Workforce Development Board	n/a	*
Charlotte Douglas International Airport Commission	n/a	*
Concord Planning Commission (ETJ)	1	*
Early Childhood Task Force Advisory Board	n/a	*
Harrisburg Fire Advisory Board	n/a	*

Harrisburg Planning & Zoning Board and Board of Adjustment (ETJ)	n/a	*
Home & Community Care Block Grant Committee	1	*
Human Services Advisory Board	n/a	*
Industrial Facilities & Pollution Control Financing Authority	n/a	*
Jury Commission	n/a	*
Juvenile Crime Prevention Council	1	*
Library Board of Trustees	n/a	*
Mental Health Advisory Board	n/a	*
Mt. Pleasant Planning Board & Board of Adjustment	1	Alternate
Nursing Home Community Advisory Board	7	**
Planning & Zoning Commission	2	*
Public Health Authority of Cabarrus County	n/a	*
Region F Aging Advisory Committee	n/a	*
Rowan-Cabarrus Community College Board of Trustees	n/a	*
Senior Centers Advisory Council	n/a	*
Tourism Authority	n/a	*
Transportation Advisory Board	3	*
Water & Sewer Authority of Cabarrus County	n/a	*
Watershed Improvement Commission	1	*
Youth Commission	6	Cox Mill, Jay M. Robinson, Mt. Pleasant, Northwest Cabarrus & At-large high schools

\*Term lengths and expirations vary per board roster.

\*\*Initial terms are for one year. Additional terms are for three years.

A description of each board/committee is attached along with an application for appointment. Visit the County's website to complete the online application. For more information, contact the Clerk at 704-920-2109 or go to <https://www.cabarruscounty.us/boards-and-committees>.

**REQUESTED ACTION:**

Review the aforementioned list of County Boards/Committees for the benefit of the viewing audience and encourage citizens to participate.

**EXPECTED LENGTH OF PRESENTATION:**

1 Minute

**SUBMITTED BY:**

Lauren Linker, Clerk to the Board

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda.

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**ATTACHMENTS:**

- Boards & Committees Descriptions
- Concord ETJ Map
- Harrisburg ETJ Map
- Application
- Youth Commission Application

## **CABARRUS COUNTY**

### **BOARDS, COMMITTEES, COMMISSIONS AND AUTHORITIES**

The Cabarrus County Board of Commissioners makes appointments to a number of boards, committees, commissions and authorities. All citizens of Cabarrus County are encouraged to volunteer to serve on these boards/committees. To obtain an application for appointment or for more information, please contact the Clerk to the Board, at the Governmental Center, 65 Church Street, SE, Concord, or call (704) 920-2109. The application may also be downloaded from the County's website at [www.cabarruscounty.us](http://www.cabarruscounty.us).

A listing of the boards/committees is as follows:

#### **ACTIVE LIVING AND PARKS COMMISSION**

This commission advises on parks and recreation needs of County residents and assists the Parks Department in planning facilities and operational activities. The 11-member commission includes a representative from each of the 7 planning areas (Concord, Eastern, Kannapolis, Central, Midland, Northwest Cabarrus and Harrisburg), 2 at-large representatives, 1 representative from the Cabarrus School Board and 1 representative from the Kannapolis School Board. Appointments are for terms of three years.

#### **ADULT CARE HOME COMMUNITY ADVISORY COMMITTEE**

This committee seeks to maintain the intent of the Adult Care Home Residents Bill of Rights and to promote community involvement with the homes (homes for the aged, family care homes and homes for developmentally disabled adults). Members cannot be employed by an adult care home nor have any financial interest, directly or indirectly, in an adult care home. Immediate family of an adult care home resident in Cabarrus County cannot serve on the committee. Initial appointment is for a term of one year with successive appointments of three-year terms.

#### **AGRICULTURAL ADVISORY BOARD**

The Agricultural Advisory Board is designed to implement the provisions of the Voluntary Agricultural District Ordinance. The Board is charged with accepting applications to the voluntary agricultural districts, promoting the enhancement of agriculture in our county, and assisting the Cabarrus County Commissioners with information and positions regarding decisions impacting agricultural production in our county.

#### **ANIMAL PRESERVATION & PROTECTION ADVISORY COMMITTEE**

The committee's purposes are outlined as follows: (1) Review current operations of Cabarrus County Animal Control; (2) Provide educational materials in several languages to the Cabarrus County residents on Spay/Neuter, proper feeding, housing and healthcare for pets; (3) Establish a protocol for the availability for low cost spaying and neutering of pets belonging to indigent residents of Cabarrus County. Members serve two-year terms.

## **BOARD OF EQUALIZATION AND REVIEW**

This board: (1) reviews the tax lists of the county for the current year to assure that all property is listed and appraised accurately; (2) hears any property owner's appeal concerning the value assigned to his property (or that of others); and (3) has the authority to make adjustments necessary to bring the valuation into line with the standards established by law. Members serve three-year terms.

## **CABARRUS COUNTY PLANNING AND ZONING COMMISSION**

This commission serves a key role in shaping the future development of the county as it reviews subdivisions, assists in area plans, and makes land use decisions, some of which are forwarded to the Board of Commissioners. The commission also serves as the Board of Adjustment that hears and decides appeals of decisions by the Zoning Enforcement Officer, and grants special use permits/variances. Members include a representative from each of the 7 planning areas (Concord, Midland, Central, Eastern, Harrisburg, Kannapolis and Northwest Cabarrus), 2 at-large representatives and 3 Alternate members. Appointments are for terms of three years.

## **CARDINAL INNOVATIONS HEALTHCARE SOLUTIONS – Community Oversight Board**

By resolution as a result of new legislation, the Boards of County Commissioners of Alamance, Cabarrus, Caswell, Chatham, Davidson, Franklin, Granville, Halifax, Orange, Person, Rowan, Stanly, Union, Vance and Warren Counties agreed to be served by a single Area Authority operating as a Managed Care Organization with a governance structure that will function under existing law, as well as under the new governance legislation. It is in the interest of the public health and welfare to create an Area Authority to operate North Carolina's 1915(b)/(c) Medicaid Waiver as a Managed Care Organization and to manage all public resources that may become available for mental health, intellectual and developmental disabilities, and substance abuse services, including federal block grant funds, federal funding for Medicaid and Health Choice, and all other public funding sources.

The Community Oversight Board (COB) is part of Cardinal Innovations Healthcare Solutions' governance structure. The COB consists of three (3) members from each County, appointed by each County's Board of Commissioners, and will include a County Commissioner or designee, a consumer or family member, and another citizen or stakeholder; and one (1) member from the Local Consumer and Family Advisory Committee, either the Chair or other elected official. Appointments are for terms of three years.

## **CENTRALINA WORKFORCE DEVELOPMENT BOARD**

This group serves as the governing body for a variety of programs and their plans, including the Job Training Partnership Act, Work First (JOBS) welfare and placement programs, the Older Worker Americans Act Job Training and Employment Program, etc. The County Commissioners appoint 4 persons representing Education, Organized Labor and the Private Sector (2) to serve on this six-county, 20-member board. Appointments are for terms of two years.

## **CONCORD PLANNING AND ZONING COMMISSION**

The Commission guides, reviews and regulates land developments within and around the boundaries of the City of Concord. The County Commissioners appoint one member who resides in Concord's extraterritorial jurisdiction area for a term of three years.

## **HARRISBURG FIRE ADVISORY BOARD**

The Harrisburg Fire Advisory Board advises the Town Council, Town Administrator and the Fire Chief on matters of policy, administration and operations. The board tracks the progress of the Harrisburg Fire Department's key objectives as outlined in the annual report, reviews the Department's By-Laws on an annual basis, and recommends changes to the Town Council for final approval.

## **HARRISBURG PLANNING AND ZONING BOARD**

This board reviews, regulates development within and around the boundaries of the Town of Harrisburg and hears and decides on appeals of zoning within the Town's jurisdiction. The County Commissioners appoint one person who resides in the extraterritorial jurisdiction of the Town to serve for a term of three years.

## **HOME AND COMMUNITY CARE BLOCK GRANT ADVISORY COMMITTEE**

This advisory committee assists the Department of Aging with the development of the County Aging Funding Plan through the Home and Community Care Block Grant for Older Adults. The committee is composed of potential public and private providers of aging services, elected county officials, older adults and representatives of other aging interests in the county.

## **HUMAN SERVICES ADVISORY BOARD**

This board is appointed by the Board of Commissioners to advocate, advise and consult regarding services within the Department of Human Services. The board is composed of five members who are appointed for three-year terms.

In the first year of organization, the terms will be staggered with three members appointed to three-year terms and two members appointed to two-year terms.

## **INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY**

This authority provides for the issuance of revenue bonds to aid in financing (1) industrial and manufacturing facilities which provide job opportunities or better ways to help alleviate unemployment and raise below-average manufacturing wages and (2) pollution control facilities for industries. The 7-member authority meets as needed. Appointments are for terms of six years.

## **JURY COMMISSION**

This commission is responsible for compiling the jury lists for the Courts. The Board of Commissioners appoints one member for a term of two years to the 3-member commission.

## **JUVENILE CRIME PREVENTION COUNCIL**

The council plans for the needs of adjudicated and at-risk youth and assesses the need for delinquency treatment and prevention services in Cabarrus County. The 25-member council is made up of a variety of judicial and public agency representatives as well as seven at-large members. Appointments are for terms of two years.

## **LIBRARY BOARD OF TRUSTEES**

The board advises the County Commissioners on matters relating to the Cabarrus County Library system, including the planning of programs, policies, facilities and budgetary matters.

The seven-member board includes representatives selected from the areas of Concord (one member appointed by the Concord City Council and one member appointed by the County Commissioners), Mt. Pleasant, Harrisburg, Midland, and Kannapolis (2). Appointments are for terms of three years.

## **MOUNT PLEASANT PLANNING BOARD AND BOARD OF ADJUSTMENT**

This board guides, reviews, regulates land development within and around the boundaries of the Town of Mt. Pleasant and hears and decides on appeals of zoning within the Town's jurisdiction. The Board of Commissioners appoints two persons who reside within the Town's extraterritorial jurisdiction area for terms of three years.

## **NURSING HOME COMMUNITY ADVISORY COMMITTEE**

This committee seeks to maintain the intent of the Nursing Home Residents Bill of Rights for those persons residing in nursing homes, works to ensure appropriate conditions within the nursing homes and promotes community involvement with those homes. Members cannot be employed by a nursing home nor have any financial interest, directly or indirectly, in a nursing home. Also, no immediate family of a nursing home resident in Cabarrus County can serve on the committee. Initial appointments are made for terms of one year with successive appointments of three years.

## **PUBLIC HEALTH AUTHORITY OF CABARRUS COUNTY**

The authority seeks to enhance public/private health care partnerships, stabilize county dollars going to support health services, and to provide consolidation and long range planning for health services. It also acts as the local board of health and is charged to protect and promote the public health of the citizens of Cabarrus County. Membership is as follows: Member or designee of the Board of County Commissioners; Member of the Cabarrus County Medical Society; Member of the Cabarrus Physicians Organization; Member or designee of the CMC-NorthEast Medical Center Board of Trustees; and three members from the general public not affiliated with the above organizations, but recommended by the nominees of those organizations.

## **REGION F AGING ADVISORY COMMITTEE**

This committee advises the Centralina Council of Governments (COG) staff and COG Board on area plans for the aging within the nine-county region. County Commissioners appoint three members and one alternate to the 26-member regional committee. The appointments are for terms of two years except for the alternate appointment, which is a one-year term.

## **ROWAN-CABARRUS COMMUNITY COLLEGE (RCCC) BOARD OF TRUSTEES**

This board governs the operation of the community college according to State law. The Cabarrus County Board of Commissioners makes two four-year appointments to the Board of Trustees.

## **SENIOR CENTERS ADVISORY COUNCIL**

The Senior Centers Advisory Council aids in determining senior citizen activities to be provided by the County as well as activities and operations at the senior centers. The council is comprised of 11 members who work closely with the Active Living and Parks Department and Senior Center staff. Appointments are for three-year terms.

## **TOURISM AUTHORITY**

This 9-member board is charged with the development of tourism, tourist-related events, facilities and other activities that serve to increase the amount of tourism in the County. The Board of Commissioners appoints membership as follows: Three members, including a County Commissioner and/or County Manager; three members from recommendations submitted by the Cabarrus County Tourism Authority; and three members from recommendations submitted by the Cabarrus Regional Chamber of Commerce. Appointments are for terms of three years.

## **TRANSPORTATION ADVISORY BOARD**

This board works to advance coordination between the County and human service agencies, to monitor transportation services and to advise the Board on issues related to human service transportation policy matters. Members include representatives from the Department of Social Services, Cabarrus Health Alliance, Department of Aging, Cabarrus EMS, L.I.F.E. Center, Cabarrus Workshop, Healthy Cabarrus, Head Start, Piedmont Behavioral Healthcare and a representative of the visually impaired in the county.

## **WATER & SEWER AUTHORITY OF CABARRUS COUNTY**

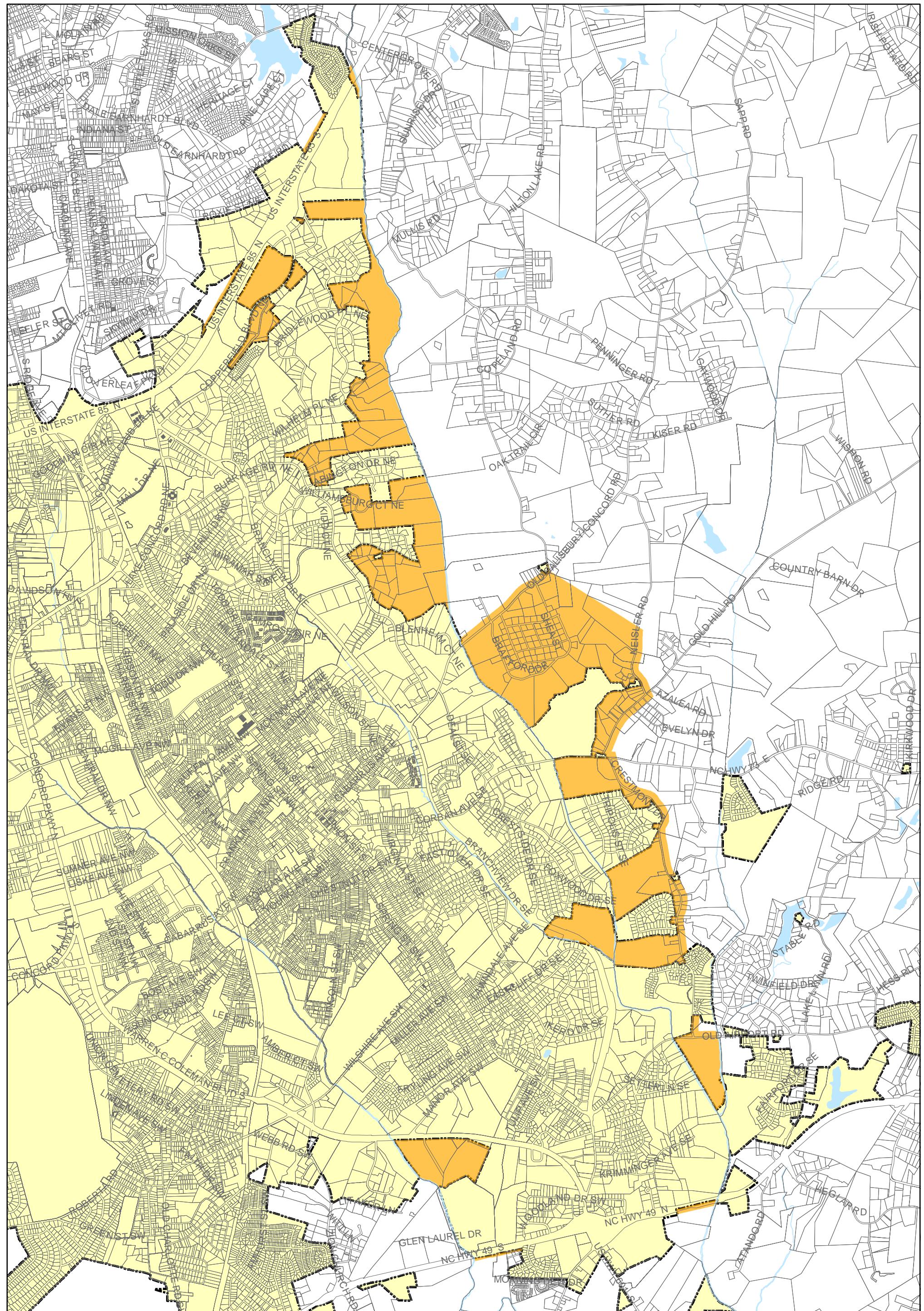
The Water and Sewer Authority (WSACC) was established in 1992 by Cabarrus County and the four municipalities for the purpose of planning, constructing, owning, operating and maintaining water and sewer facilities in Cabarrus County. Membership of the board is as follows: two members appointed by Cabarrus County; two members appointed by the City of Concord; two members appointed by the City of Kannapolis; one member appointed by the Town of Harrisburg; one member appointed by the Town of Mt. Pleasant; and one at-large member appointed by Cabarrus County with the advice of the municipalities. Appointments are for terms of three years.

## **WATERSHED IMPROVEMENT COMMISSION**

This 3-member commission works closely with the Cabarrus County Soil and Water Conservation Office and seeks to improve the County's water resources. Activities include efforts to reduce flooding, improve water quality and quantity and to reduce future problems through erosion control, water storage, cover protection, and education. Appointments are for terms of six years.

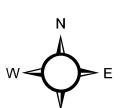
## **YOUTH COMMISSION**

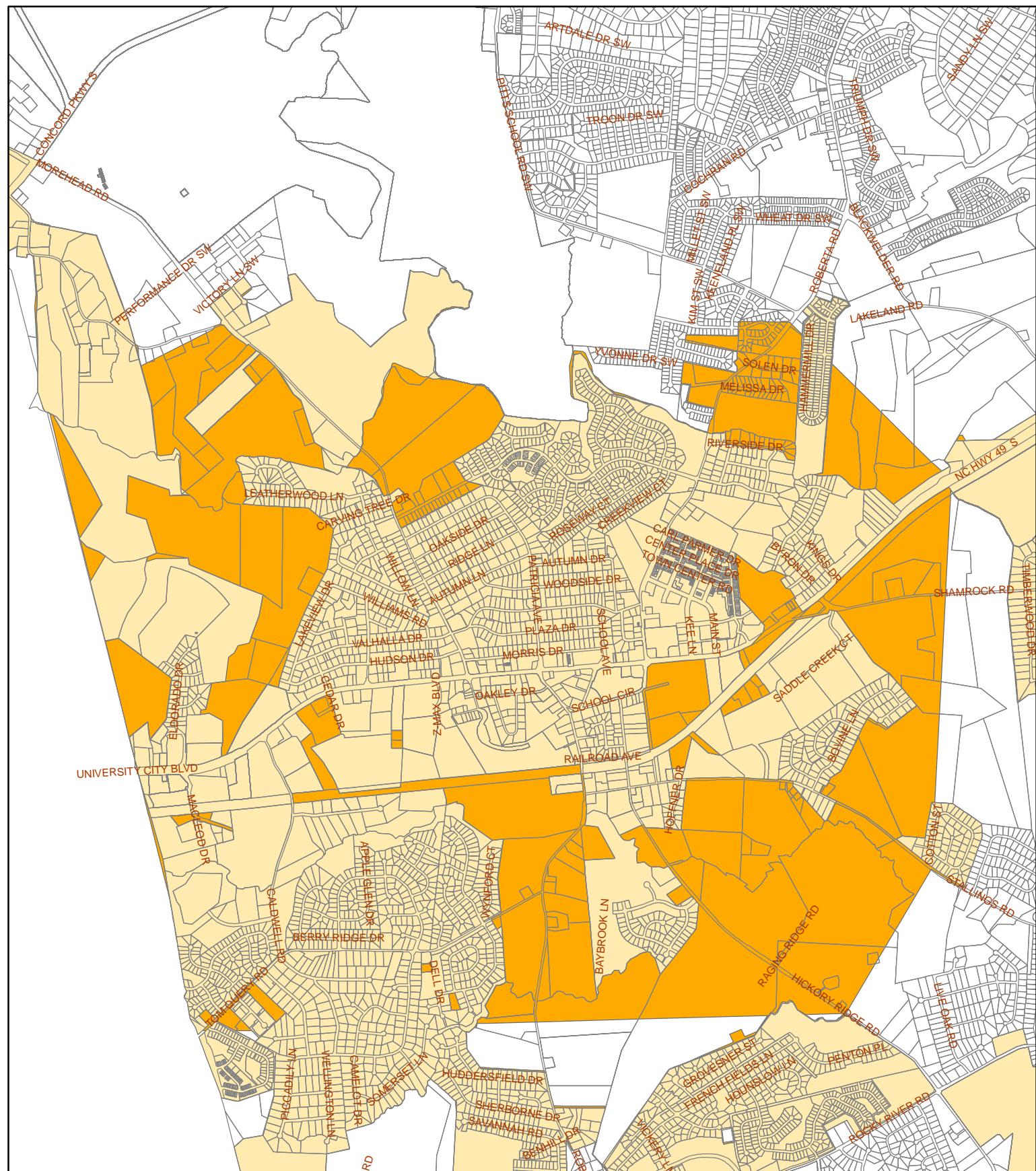
The purpose of the Youth Commission is to provide teens in the community an opportunity to be active citizens. Through experiences and education, youth will be empowered in the community. The Youth Commission will expose teens to county government, allow teens an opportunity to discuss issues, and interact with county commissioners and employees through youth-adult partnerships.



**City of Concord  
Extraterritorial Jurisdiction (ETJ)**

- ETJ
- City of Concord
- Parcels
- Rivers
- Lakes & Ponds





#### Legend

- Tax Parcels
- Harrisburg Municipal Limits
- Harrisburg ETJ Boundary



**Town of Harrisburg, NC  
ETJ Boundary**

0 0.2 0.4 0.8 Miles

Cabarrus County shall not be held liable for any errors in these data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning Services, June 2009.

## Application for Appointment to Cabarrus County Advisory Boards and Committees

The Cabarrus County Board of Commissioners believes that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member of one of the County's various advisory boards. If you wish to be considered for appointment to an advisory board, please complete the information below and return it to the CLERK TO THE BOARD OF COMMISSIONERS, P. O. BOX 707, CONCORD, NC 28026-0707, Fax (704) 920-2820. For more information about the various boards, you may contact the Clerk at (704) 920-2109.

Advisory Board(s) / Committee(s) Interested In: (Please list in order of preference)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

xxxxxxxxxxxxxxxxxxxx

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

Home Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

City / State / ZIP: \_\_\_\_\_

Resident of Cabarrus County:  Yes  No

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Occupation: \_\_\_\_\_

Business Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Do You Have a N. C. Driver's License?  Yes  No

Age (optional): \_\_\_\_\_

Number hours available per month for this position: \_\_\_\_\_

Best time of day/or days available: \_\_\_\_\_

Educational Background: \_\_\_\_\_

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Business and Civic Experience: \_\_\_\_\_

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Areas of Interest / Skills: \_\_\_\_\_

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Other County Boards / Committees / Commissions presently serving on: \_\_\_\_\_  
Term Expiration Date: \_\_\_\_\_

Have you ever been charged with and / or convicted of a criminal offense? \_\_\_\_\_ If so, please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### References

List three persons who are not related to you and who have definite knowledge of your qualifications and fitness for the position for which you are applying.

Name	Business / Occupation	Address	Telephone

I understand that this application will be kept on active file for two years and I hereby authorize Cabarrus County to verify all information included in this application. I further understand this application is subject to the N. C. Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards and committees are subject to the N. C. Open Meetings Law (NCGS 143-318.10).

---

Date

Signature of the Applicant

## **Cabarrus County Youth Commission Application**

Full Name: \_\_\_\_\_  M  F (check one)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (home): (\_\_\_\_\_) \_\_\_\_\_ (cell): (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name(s) of Parents or Guardians: \_\_\_\_\_

High School: \_\_\_\_\_ Grade: \_\_\_\_\_

Cumulative High School GPA: \_\_\_\_\_ Year of Expected Graduation: \_\_\_\_\_

School groups/clubs/activities in which you participate: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List other activities you have been involved in through church, clubs, community, etc. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What interests you about being a member of the Youth Commission? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What do you hope to accomplish though being a member of the Youth Commission? What do you hope to learn?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you available for evening meetings? \_\_\_\_\_

References:

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

Relationship to you: \_\_\_\_\_

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

Relationship to you: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Please return this application in person or via mail to:

Lauren Linker  
Clerk to the Board  
Cabarrus County  
P.O. Box 707  
Concord, NC 28026-0707  
Fax: 704-920-2820  
lelinker@cabarruscounty.us



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Reports

**SUBJECT:**

County Manager - Monthly Building Activity Reports

**BRIEF SUMMARY:**

The Board of Commissioners requested monthly reports of building and permit activities including information of plans under review.

**REQUESTED ACTION:**

For informational purposes. No action required.

**EXPECTED LENGTH OF PRESENTATION:**

**SUBMITTED BY:**

Kelly Sifford, Planning and Development Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda.

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**ATTACHMENTS:**

- Report
- Report

**Cabarrus County Construction Standards Dodge Report 2/1/2019-2/28/2019**

**Jurisdiction: All**

**New Construction**

Description	Const Code	Buildings	Housing Units	Estimated Cost
Single Family Houses Detached	101	108	108	\$20,351,650.00
Single Family Houses Attached	102	5	5	\$468,600.00
Five or More Family Buildings	105	8	110	\$7,487,344.00
Manufactured Home (Mobile Homes)	106	2	0	\$68,000.00
Churches and Other Religious Buildings	319	1	0	\$599,221.00
Stores and Customer Services	327	1	0	\$1,545,309.00
Other Nonresidential Buildings	328	13	0	\$340,425.00
Other	999	33	0	\$747,213.52
<b>Sub Total (New Construction)</b>		171	223	\$31,607,762.52

**Addition, Alteration, and Conversion**

Description	Const Code	Buildings	Housing Units	Estimated Cost
Additions, Alterations and Conversions - Residential	434	78	0	\$2,285,865.00
Additions, Alterations and Conversions - Nonresidential and No housekeeping	437	34	0	\$3,740,017.89
Additions of Residential Garages and Carports	438	3	0	\$151,111.00
<b>Sub Total (Addition, Alteration, and Conversion)</b>		115	0	\$6,176,993.89

**Demolition of Buildings**

Description	Const Code	Buildings	Housing Units	Estimated Cost
Single Family Houses	645	5	5	\$11,000.00
All Other Buildings and Structures	649	1	0	\$35,000.00
<b>Sub Total (Demolition of Buildings)</b>		6	5	\$46,000.00
<b>Grand Total</b>		292	228	\$37,830,756.41

## Cabarrus County Commercial Building Plan Review Summary

**Begin Date: 2/1/2019 through End Date: 2/28/2019**

File Date	Address	Application Name	Description	Est Cost	Est Sq Ft
BU2019-00275	2/1/2019	6150 FERNWOOD DR CONCORD, NC 28027	DENYSE SIGNS	INSTALL MONUMENT SIGN 6' X 10' - STONE VENEER.	\$93,745 60
BU2019-00285	2/4/2019	2450 SUPERCENTER DR NE KANNAPOLIS, NC 28083	IDEAL BUILDING SOLUTIONS LLC	RECOVER ROOF OF KOHL'S DEPARTMENT STORE	\$1,629,400 89,323
BU2019-00307	2/5/2019	8018 CONCORD MILLS BLVD CONCORD, NC 28027	Krispy Kreme	New Krispy Kreme in Existing Building	\$7,726,545 3,805
BU2019-00321	2/5/2019	1100 CRYSTALWOOD CT NW CONCORD, NC 28027		Replacing damaged staircase and rotted support column	\$15,275 100
BU2019-00329	2/6/2019	1040 DERITA RD CONCORD, NC 28027	AXIOM STRUCTURAL DESIGN	The vault will be within the an existing building, the existing building is a concrete tilt up building with the bottom of existing roof at 30'. the concrete vault will be 13' high and 28' square so it will fit inside the building without disturbing the existing structure. We will only be cutting out the existing slab to place our new 24" thick pad footing.	\$1,000,000 880
BU2019-00332	2/6/2019	6010 FERNWOOD DR CONCORD, NC 28027	EVOLVE CONSTRUCTION, LLC	Building 10 - 30 units. FOOTING & FOUNDATION ONLY	\$10,820,025 48,089
BU2019-00339	2/7/2019	487 LAKE CONCORD RD NE CONCORD, NC 28025	CAROLINAS HEALTHCARE SYSTEM	Converting two offices and three exam rooms to sleep study rooms.	\$50,000 5,150
BU2019-00341	2/8/2019	165 BRUMLEY AVE NE CONCORD, NC 28025	C HERMAN CONSTRUCTION LLC	Office Upfit	\$147,500 8,115
BU2019-00342	2/8/2019	165 BRUMLEY AVE NE CONCORD, NC 28025	C HERMAN CONSTRUCTION LLC	The project consist of renovating bathrooms and adding mechanical and electrical systems to an existing first floor space in an existing mill building.	\$113,500 7,601
BU2019-00350	2/8/2019	725 DERITA RD CONCORD, NC 28027	BAR CONTRACTORS LLC	REMODEL/UPFIT OF EXISTING SERVICE KING BODY SHOP	\$400,000 600
BU2019-00357	2/11/2019	4297 NC HWY 24-27 E MIDLAND, NC 28107	JACK PRESNELL	Upfit for general office space	\$875,000 0
BU2019-00367	2/12/2019	360 EXCHANGE ST NW CONCORD, NC 28027	G.E. CONSTRUCTION	Concord Nail Salon Upfit New lighting, power, energy recovery ventilator and plumbing	\$320,000 2,200
BU2019-00375	2/12/2019	4601 CORPORATE DR NW CONCORD, NC 28027	MOSS BOYLES CONSTRUCTION, LLC	New wall to separate USAA and TTEC employees. 2 new turnstile doors.	\$750,000 0
BU2019-00377	2/13/2019	8825 CHRISTENBURY PKWY 10 CONCORD, NC 28027		SHELL ONLY #2 Retail Buildings with 2 tenants each planned for this outparcel.	\$0 0
BU2019-00379	2/13/2019	8825 CHRISTENBURY PKWY 10 CONCORD, NC 28027		BROWNLEE JEWELERS SUITE 10 (IN SHELL #2)	\$425,000 0
BU2019-00380	2/13/2019	8825 CHRISTENBURY PKWY 10 CONCORD, NC 28027		EMPTY SHELL SPACE SUITE 20 (SHELL #2)	\$0 0
BU2019-00381	2/13/2019	8815 CHRISTENBURY PKWY CONCORD, NC 28027		EMPTY SHELL (#1) SPACE SUITE 30	\$0 0
BU2019-00384	2/13/2019	8815 CHRISTENBURY PKWY CONCORD, NC 28027		SHELL ONLY #1	\$0 0

## Cabarrus County Commercial Building Plan Review Summary

**Begin Date: 2/1/2019 through End Date: 2/28/2019**

BU2019-00385	2/13/2019	8815 CHRISTENBURY PKWY CONCORD, NC 28027		EMPTY SHELL (# 1) SPACE SUITE 40	\$0	0
BU2019-00386	2/13/2019	6500 DAVIDSON HWY CONCORD, NC 28027	Project Hercules - Hazmat Elevator	Add new ADA/ANSI compliant hydraulic elevator to existing Hazmat room mezzanine.	\$3,000,000	50
BU2019-00395	2/13/2019	5140 NORTHWEST CABARRUS DR CONCORD, NC 28027	CASCO SIGNS INC	NW Cabarrus Sign -- One 6 ft x 5.5ft entrance sign to be placed out of ROW, interior information sign is exempt	\$25,000	0
BU2019-00397	2/13/2019	147 UNION ST S CONCORD, NC 28025	CASCO SIGNS INC	FAST SIGNS -- Install one (1) 30.6 SF wall sign	\$10,000	0
BU2019-00403	2/14/2019	8020 CONCORD MILLS BLVD CONCORD, NC 28027	R & L BUILDERS & SONS, LLC	Chick Fil A Canopy -- Install canopy's over existing drive thru location	\$420,000	0
BU2019-00406	2/14/2019	2942 NC HWY 49 S HARRISBURG, NC 28075	SMITH, GARY M.	Construction of a 28,326 single story heated and cooled storage building.	\$2,073,455	0
BU2019-00408	2/15/2019	9900 POPLAR TENT RD CONCORD, NC 28027	VENTURE MANAGEMENT & RECONSTRUCTION	Reconfiguration of the interior space, restrooms, and breakroom. No structural or envelope changes. Replacement of existing RTU, new ceiling and lighting fixtures and new finishes.	\$675,000	0
BU2019-00410	2/15/2019	4351 MAIN ST HARRISBURG, NC 28075		KING TIGER TAE KWON DO BLADE SIGN - 17.72 SQFT	\$2,500	18
BU2019-00411	2/15/2019	536 KANNAPOLIS PKWY CONCORD, NC 28027		AXIS NAIL SPA WALL SIGN - 22.62 SQFT	\$3,250	23
BU2019-00412	2/15/2019	3475 S US HWY 601 concord, nc 28025	SIGN INNOVATIONS	SIGN	\$25,000	0
BU2019-00417	2/18/2019	8810 HICKORY RIDGE RD HARRISBURG, NC 28075	NEW DIMENSIONS OUTDOOR SERVICES INC	Install segmental retaining wall. Wall 1	\$300,000	0
BU2019-00433	2/19/2019	413 WINECOFF SCHOOL RD CONCORD, NC 28027		Dining room doors added. 2 coiling fire doors and 1 personnel rated door. No other work in any other area of the facility. It has already gone thru plan review with the State.	\$66,000	0
BU2019-00439	2/19/2019	6166 GLEN AFTON BLVD CONCORD, NC 28027		ADD NEW DEMISING WALL INCREASE ELECTRICAL SERVICE ADD HVAC UPGRADES.	\$832,500	52,000
BU2019-00443	2/20/2019	390 BUSINESS BLVD NW CONCORD, NC 28027	MYERS & CHAPMAN, INC.	CELGARD -- INSTALL TWO FREIGHT LIFTS	\$1,235,000	0
BU2019-00445	2/20/2019	4451 RACEWAY DR SW CONCORD, NC 28027		1 46.5 SQ FT NON ILLUMINATED WALL SIGN AND 2 TENANT FACES ON EXISTING D/F MONUMENT SIGN	\$25,000	0
BU2019-00448	2/20/2019	575 COPPERFIELD BLVD NE CONCORD, NC 28025	MASTEC NETWORK SOLUTIONS	Changeout of tower equipment (removals/additions). Addition of breakers and electronics to cabinets on ground to support new tower equipment.	\$100,000	0
BU2019-00458	2/21/2019	6043 GATEWAY CENTER DR CONCORD, NC 28027	RITE LITE SIGNS INC	INSTALL LED STATE FARM LOGO WALL SIGN	\$3,250	23
BU2019-00459	2/21/2019	4305 NC HWY 49 S HARRISBURG, NC 28075	action sign company of lenior inc.	6 WALL SIGNS FOR WALGREENS	\$45,000	0
BU2019-00460	2/21/2019	280 CONCORD PKWY S CONCORD, NC 28027	RITE LITE SIGNS INC	INSTALL (2) DIRECTIONAL MONUMENT SIGNS	\$4,250	55

## Cabarrus County Commercial Building Plan Review Summary

**Begin Date: 2/1/2019 through End Date: 2/28/2019**

BU2019-00462	2/21/2019	159 BRUMLEY AVE NE CONCORD, NC 28025		8 foot by 8 foot mild steel and stainless steel laser cut exterior sign to be mounted on side of building. See photo	\$25,000	0
BU2019-00463	2/21/2019	456 CHURCH ST N CONCORD, NC 28025	4 M INVESTORS LLC	Partial Height Wall No Electrical Or Mechanical work being done.	\$5,000	0
BU2019-00466	2/21/2019	2215 ROXIE ST KANNAPOLIS, NC 28083		Upgrading car wash to mini express car wash tunnel with free vacuums	\$500,000	900
BU2019-00471	2/22/2019	2941 S RIDGE AVE KANNAPOLIS, NC 28025	LILES CONSTRUCTION COMPANY, INC., G.W.	SOUTHLAND PAVEMENT CLEANING LTD. -- DEVELOPMENT OF A NEW PRE-ENGINEERED TRUCK REPAIR FACILITY.	\$5,000,000	5,625
BU2019-00483	2/25/2019	254 CONCORD PKWY S CONCORD, NC 28027	TYLOR CARLSON	Add approximately 18 lineal feet of wall between two offices with the intent to extend office space. Wall shall be 8.5 feet high with a ceiling height of 12 feet. HVAC and sprinkler system will not be obstructed or interfered with. Relocation of existing electrical outlets will not result in additional load. Electrical will be completed by a licensed contractor. Wall will be constructed of metal studs covered by Sheetrock. Existing office is 100 sq ft. Addition will add about 180 sq ft. Total office space will be approx 280 sq ft with two entrance/exits. No inside partitions.	\$50,000	200
BU2019-00489	2/25/2019	1548 ROGER DALE CARTER DR CONCORD, NC 28027		Sentek Dynamics -- 1 sign for front and 1 sign for side	\$17,500	0
BU2019-00507	2/26/2019	1409 E 11TH ST KANNAPOLIS, NC 28083	LA FAVE CONST CO	New Church	\$2,996,105	4,192
BU2019-00517	2/26/2019	180 INTERNATIONAL DR NW CONCORD, NC 28027	MYERS & CHAPMAN, INC.	Retaining Wall at Griffin Industrial -- Installation of 2 retaining walls per design and civil approved plans	\$331,050	0
BU2019-00524	2/27/2019	4100 WEDDINGTON RD CONCORD, NC 28027	NEWCO ELECTRIC LLC	Pole Bases for Field lights for the new high school	\$500,000	0
BU2019-00535	2/28/2019	3234 PERRY ST CONCORD, NC 28027		Removing (3) panel antennas; removing (3) RRHs; installing (3) MIMO antennas; installing (1) hybriflex cable; installing (1) 9712 cabinet; installing (1) fiber distribution box; installing (1) mMimo BBU in existing MMBTS cabinet	\$75,000	0
BU2019-00540	2/28/2019	260 CONCORD PKWY S CONCORD, NC 28027	B & M ROOFING CONTRACTORS	REPLACE/REPAIR ROOF ON BURGER KING	\$188,865	6,000
BU2019-00547	2/28/2019	3025 DALE EARNHARDT BLVD KANNAPOLIS, NC 28083	ATLAS SIGN INDUSTRIES OF NC LLC	relocate existing pylon sign to new location	\$19,000	0
BU2019-00552	2/28/2019	8400 AUTOMATION DR NW CONCORD, NC 28027	Retaining Wall-Riveroaks Corporate Center	Install segmental retaining wall. Wall1	\$160,000	0
BU2019-00555	2/28/2019	201 WEST AVE KANNAPOLIS, NC 28081	KAUFMAN LYNN CONSTRUCTION, INC	FOOTING AND FOUNDATION ONLY Kannapolis Demonstration Project	\$250,000	0
				<b>Total Plans Reviewed: 51</b>	<b>\$43,328,715</b>	<b>1,175,045</b>

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Reports

**SUBJECT:**

County Manager - Monthly New Development Report

**BRIEF SUMMARY:**

The Board of Commissioners requested monthly reports of new development activities including information of plans under review.

**REQUESTED ACTION:**

For informational purposes. No action required.

**EXPECTED LENGTH OF PRESENTATION:**

**SUBMITTED BY:**

Kelly Sifford, Planning and Development Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda.

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**ATTACHMENTS:**

- Report

Jurisdiction	Subdivision	AP#	Applicant	High School	Middle School	Elementary School	Intermediate School	Status	Subdivision Type	Units Approved	Units Issued	Units Remaining	Last Permit	Dev Order Approved	DO Log Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Middle Remaining	High Remaining	Remaining Total
Concord	61 CABARRUS TOWNHOMES	APF2017-00015	OLD TOWNE DEVELOPMENT CORPORATION	Concord High School	Concord Middle School	Coltrane-Webb Elementary School		Pending	Townhouse	3/15/2018	6	3	3			0.828	0.414	0.552	1.794	0.414	0.207	0.276	0.897
Concord	9339 DAVIDSON HIGHWAY TOWNHOMES	APF2015-00007	TRITT HARLEY D AND	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		100	0	100			13.8	6.9	9.2	29.9	13.8	6.9	9.2	29.9
Harrisburg	ABBINGTON PLACE	APF2008-00040	AVANTI PROPERTIES	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active Building Permitting	Single Family	2/7/2018	395	328	67			151.68	76.235	101.12	329.035	25.728	12.931	17.152	55.811
Harrisburg	ADDISON PARK	APF2016-00013	ATX LLC A NC LLC	Hickory Ridge High School	Hickory Ridge Middle School			Construction Drawing Review	Age Restricted		55	0	55			0	0	0	0	0	0	0	0
Kannapolis	AFTON RIDGE APARTMENTS	APF2011-00003	DAREN LUCAS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Active Building Permitting	Multi Family	6/5/2014	414	122	292	11/13/2012		96.048	48.024	64.17	208.242	67.744	33.872	45.26	146.876
Cabarrus County	ALEXANDER ESTATES	APF2008-00035	BRIAN HUNTELY	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Expired	Single Family	4/16/2018	19	1	18			7.296	3.667	4.864	15.827	6.912	3.474	4.608	14.994
Harrisburg	ALLBURN	APF2017-00008	GeoScience Group	Hickory Ridge High School	J N Fries Middle School	Pitt School Road Elementary School		Pending	Single Family		60	0	60			22.272	11.194	14.848	48.314	23.04	11.58	15.36	49.98
Concord	ALLEN FARM SUBDIVISION	APF2008-00058	MIKE SHEA	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Active Platting	Single Family	3/1/2019	452	182	270	11/20/2007		173.568	87.236	115.712	376.516	103.68	52.11	69.12	224.91
Cabarrus County	ARBOR OAKS	APF2008-00138	K\$IN PROPERTIES, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		All Lots Platted	Single Family	10/14/2016	20	9	11	10/21/2002		7.68	3.86	5.12	16.66	4.224	2.123	2.816	9.163
Concord	ARCHIBALD ROAD SUBDIVISION	APF2017-00016	PERRAULT MATTHEW MARK CO-TR	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family		149	0	149			57.216	28.757	38.144	124.117	57.216	28.757	38.144	124.117
Concord	ARCHIBALD SUBDIVISION	APF2018-00019	CHRIS McIntYRE	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family		84	0	84			32.256	16.212	21.504	69.972	32.256	16.212	21.504	69.972
Concord	ARENA COMMONS	APF2017-00029	Isaac Padgett	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Pending	Multi Family		65	0	65			15.08	7.54	10.075	32.695	15.08	7.54	10.075	32.695
Cabarrus County	ASHEBROOK	APF2008-00139	DAN MOSER	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Closed-Built Out	Single Family	8/17/2009	105	96	9	5/21/1998		40.32	20.265	26.88	87.465	3.456	1.737	2.304	7.497
Kannapolis	AUBURN WOODS	APF2013-00007	FIFTH THIRD BANK	Concord High School	Concord Middle School	Royal Oaks Elementary School		Inactive	Single Family		256	0	256			98.304	49.408	65.536	213.248	98.304	49.408	65.536	213.248
Kannapolis	AUSTIN CORNERS	APF2016-00023	DR Horton	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Single Family	3/1/2019	146	31	115			56.064	28.178	37.376	121.618	44.16	22.195	29.44	95.795
Kannapolis	AUTUMN CHASE	APF2014-00020	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Single Family		28	0	28	3/6/1991		10.752	5.404	7.168	23.324	10.752	5.404	7.168	23.324
Kannapolis	AUTUMN CREST APARTMENTS	APF2014-00013	WYNFIELD PROPERTIES	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School		Pending	Multi Family		87	0	87	8/20/2014		20.184	10.092	13.485	43.761				
Harrisburg	AUTUMN GLEN AT MOREHEAD	APF2016-00011	ELLEDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Void	Single Family		150	0	150			57.6	28.95	38.4	124.95	57.6	28.95	38.4	124.95
Harrisburg	AUTUMN GLEN AT MOREHEAD	APF2016-00012	ELLEDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Denied	Single Family		150	0	150			57.6	28.95	38.4	124.95	57.6	28.95	38.4	124.95
Cabarrus County	AVIGNON	APF2008-00122	JERRY R MCSORLEY	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Expired	Single Family		23	0	23			8.832	4.439	5.888	19.159	8.832	4.439	5.888	19.159
Kannapolis	AZALEA ESTATES	APF2008-00140	James M Hood	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		In Progress	Single Family	9/19/2017	42	40	2	10/2/2002		16.128	8.106	10.752	34.986	0.768	0.386	0.512	1.666
Mt. Pleasant	BARRINGER'S TRACE	APF2014-00004	BARRINGER GRADY CO-TRUSTEE	Mt Pleasant High School	Mt Pleasant Middle School	Mt Pleasant Elementary School		Closed-Built Out	Multi Family		64	0	64			14.848	7.424	9.92	32.192				
Cabarrus County	BECKENHAM	APF2008-00029	Charles F McDonald	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		Active Platting	Single Family	2/11/2019	20	7	13	2/15/2007		7.68	3.86	5.12	16.66	4.992	2.509	3.328	10.829
Concord	BEDFORD FARMS	APF2008-00042	Niblock Development Corporation	Mt Pleasant High School	Mt Pleasant Middle School	W M Irvin Elementary School		Active (platting & permitting)	Single Family	2/11/2019	166	105	61	7/18/2006		63.744	32.038	42.496	138.278	23.424	11.773	15.616	50.813
Concord	BEECHWOOD PLACE	APF2017-00039	ERVIN JOE H GRADING CO INC	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School		Pending	Multi Family		80	0	80			18.56	9.28	12.4	40.24				
Concord	BELVEDERE TOWNHOMES	APF2017-00012	WINDSWEPT FARMS LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Townhouse		39	0	39			4.554	2.277	3.036	9.867	5.382	2.691	3.588	11.661
Midland	BETHEL GLEN	APF2008-00141	TL HARRELL LAND DEVELOPMENT	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		All Lots Platted	Single Family	12/28/2018	193	156	37	10/16/2000		74.112	37.249	49.408	160.769	14.208	7.141	9.472	30.821
Midland	BETHEL PARK	APF2008-00136	UNKNOWN	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Pending	Multi Family		149	0	149			34.568	17.284	23.095	74.947				
Concord	BIRCHWOOD COMMONS	APF2014-00007	COOK FAMILY PARTNERSHIP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School		Pending	Multi Family	6/8/2018	98	100	-2			22.736	11.368	15.19	49.294	-0.464	-0.232	-0.31	-1.006
Harrisburg	BLUME FAMILY FARM	APF2013-00001	Blume Family Farm, LLC/MI Homes	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Active Building Permitting	Single Family	1/30/2019	297	284	13			10/14/2015	114.048	57.321	76.032	247.401	4.992	2.509	3.32

Jurisdiction	Subdivision	App.	Applicant	High School	Middle School	Elementary School	Intermediate School	Status	Subdivision Type	Units Approved	Units Issued	Units Remaining	Last Perm.	Dev Order Approved	DO Lead	Expiration	Elementary Students	Middle School Students	High School Students	Total Students	Remaining Elementary	Middle Remaining	High Remaining	Remaining Total	
Concord	COX MILL ROAD SUBDIVISION	APF2016-0006	HOOKS BEVERLY D	Cox Mill High School	Harris Road Middle School	Bethel Elementary School		Pending	Single Family	106	0	106					40,704	20,458	27,136	88,298	40,704	20,458	27,136	88,298	
Concord	COX MILL SITE LENNAR	APF2017-0019	HEFFNER ERIC VONN & WF	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family	101	0	101					38,784	19,493	25,856	84,133	38,784	19,493	25,856	84,133	
Kannapolis	CRESCENT APARTMENTS AT KANNAPOLIS	APF2008-0019	C. JASON MC ARTHUR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Multi Family	580	0	580	2/2/2007				134,56	67,28	89,9	291,74	134,56	67,28	89,9	291,74	
Concord	CRESCENT CIRCLE @ CONCORD MILLS	APF2008-0060	JACK SIDARI	Cox Mill High School	Harris Road Middle School	Carl A Furr Elementary School		Closed-Built Out	Multi Family	7/6/2012	624	624	0	1/16/2007			144,768	72,384	96,72	313,872	0	0	0	0	
Kannapolis	CRESCENT RESOURCES AT KANNAPOLIS SINGLE FAMILY	APF2013-00012	CRESENT RESOURCES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Single Family	119	0	119	2/2/2007				45,696	22,967	30,464	99,127	45,696	22,967	30,464	99,127	
Kannapolis	CRESCENT RESOURCES AT KANNAPOLIS TOWNHOMES	APF2013-00011	CRESENT RESOURCES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Inactive	Townhouse	145	0	145	2/2/2007				20,01	10,005	13,34	43,355	20,01	10,005	13,34	43,355	
Concord	CRYSTAL CREEK PHASE 2	APF2009-00010	CRYSTAL CREEK	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Void	Single Family	226	0	226		12/31/2013			86,784	43,618	57,856	188,258	86,784	43,618	57,856	188,258	
Concord	DALTON WOODS	APF2017-00043	CHRIS MCINTYRE	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Multi Family	26	0	26					0	0	0	6,032	3,016	4,03	13,078		
Concord	DAVCO Multi-Unit Project	APF2010-00008	Jeff Carpenter	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Wedington Hills Elementary School		Withdrawn	Multi Family	336	0	336					77,952	38,976	52,08	169,008	77,952	38,976	52,08	169,008	
Concord	DAVIDSON VILLAGES	APF2018-00015	SUSHANTH CHARABUDDI	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Single Family	61	0	61					0	0	0	14,152	7,076	9,455	30,683		
Harrisburg	DAVIS CREEK	APF2017-00047	ANDREW STRONG	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Pending	Single Family	48	0	48					0	0	0	11,136	5,568	7,44	24,144		
Midland	DEER RUN	APF2008-00181	David Eudy	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Active (platting & permitting)	Single Family	6/8/2017	59	24	35	6/3/2008	12/31/2012		22,656	11,387	15,104	49,147	13,44	6,755	8,96	29,155	
Kannapolis	DEMONSTRATION PROJECT	APF2016-0027	CITY OF KANNAPOLIS					Pending	Multi Family	7/25/2017	0	280	-280				0	0	0	0	-64,96	-32,48	-43,4	-140,84	
Concord	DILEEN DRIVE SUBDIVISION	APF2017-00031	BLUE PURE LIFE LLC	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School		Pending	Single Family	90	0	90					34,56	17,37	23,04	74,97	34,56	17,37	23,04	74,97	
Concord	DOUGLAS AVENUE TOWNHOMES	APF2019-00003	DOOBAY SANGSTER	Concord High School	Concord Middle School	Coltrane-Webb Elementary School		Pending	Single Family	111	0	111					0	0	0	0	2,552	1,276	1,705	5,533	
Harrisburg	DR HORTON LOWER ROCKY RIVER	APF2016-00010	DR HORTON	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Void	Single Family	458	0	458					175,872	88,394	117,248	381,514	175,872	88,394	117,248	381,514	
Midland	EDEN ROCK	APF2008-00155	LEONARD STOGNER	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School		Void	Single Family	11/15/2006	5	5	0				1,92	0,965	1,28	4,165	0	0	0	0	
Concord	EDISON SQUARE	APF2008-00183	Mike Shea	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Active (platting & permitting)	Townhouse	5/8/2018	168	156	12	6/20/2006	3/18/2016		23,184	11,592	15,456	50,232	1,656	0,828	1,104	3,588	
Harrisburg	ELLEDGE MOREHEAD ROAD SUBDIVISION	APF2016-00009	ELLEDGE JACK L	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Void	Single Family	181	0	181					69,504	34,933	46,336	150,773	69,504	34,933	46,336	150,773	
Concord	ELLENWOOD CONCEPTUAL PLAN	APF2018-00007	PETE ELMER	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Sketch	Single Family	35	0	35					0	0	0	0	8,12	4,06	5,425	17,605	
Kannapolis	ELOISE B FREEZE (ROWAN)	APF2018-00001	ELOISE B FREEZE	A L Brown High School	Kannapolis Middle School	Jackson Park Elementary School		Pending	Single Family	6	0	6					0	0	0	0	1,392	0,696	0,93	3,018	
Concord	EMERY VILLAGE APARTMENTS	APF2018-00006	LOUKOS CHRISTOPHER A	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Pending	Single Family	90	0	90					0	0	0	0	0	0	0	0	
Harrisburg	ESSEX HOMES	APF2017-00040	ESSEX HOMES	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Pending	Age Restricted	84	0	84					0	0	0	0	0	0	0	0	
Concord	EUDY CONSTRUCTION	APF2017-00037	PHILIP EUDY	Concord High School	Concord Middle School	Wedington Hills Elementary School		Pending	Single Family	7	0	7					2,688	1,351	1,792	5,831	2,688	1,351	1,792	5,831	
Harrisburg	FARMINGTON PATIO HOMES	APF2017-00011	ROCKY RIVER ROAD ASSOC LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Pending	Single Family	50	0	50					19,2	9,65	12,8	41,65	19,2	9,65	12,8	41,65	
Harrisburg	FARMINGTON RIDGE	APF2008-00095	HINSHAW-PEARSON	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	9/27/2006	137	136	1	8/21/2001	1/1/2012		26,608	26,441	35,072	114,121	0,193	0,193	0,256	0,833	
Harrisburg	FARMINGTON TOWNHOMES	APF2017-00010	ROCKY RIVER ROAD ASSOC LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Pending	Townhouse	190	0	190					26,22	13,11	17,48	56,81	26,22	13,11	17,48	56,81	
Harrisburg	FENTON DELL	APF2008-00080	CF LITTLE DEVELOPMENT CORPORATION	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	1/10/2019	95	84	11	9/20/2004	5/15/2014		36,48	18,335	24,32	79,135	4,224	2,123	2,816	9,163	
Harrisburg	FENTON DELL PHASES 2 & 3	APF2008-00173	Little	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Active Platting	Single Family	11/23/2015	55	2	53	9/20/2004	5/29/2016		21,12	10,615	14,08	45,815	20,352	10,229	13,568	44,149	
Cabarrus County	FIELDSTONE SUBDIVISION	APF2008-00006	DAVID McDONALD	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		All Lots Platted	Single Family	3/															

Jurisdiction	Subdivision	APN	Applicant	High School	Middle School	Elementary School	Intermediate School	Status	Subdivision	Status	Last Permit	Units Approved	Units Issued	Units Remaining	Units	Dev Order Approved	Do Let Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Remaining Middle	Remaining High	Remaining Total
Kannapolis	KANNAPOLIS PARKWAY SINGLE FAMILY	APF2016-0004	MCEACHERN LEONARD B JR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Single Family		166	0	166					63,744	32,038	42,496	138,278	63,744	32,038	42,496	138,278
Kannapolis	KANNAPOLIS PARKWAY TOWNHOMES	APF2016-0005	MCEACHERN LEONARD B JR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Townhouse		133	0	133					18,354	9,177	12,236	39,767	18,354	9,177	12,236	39,767
Concord	KASEN BLUFF	APF2008-00094	DARYL SUTHER	Concord High School	Concord Middle School	W M Irvin Elementary School		Expired	Single Family		12	0	12	4/17/2007	4/17/2013	4,608	2,316	3,072	9,996	4,608	2,316	3,072	9,996		
Kannapolis	KELLSWATER BRIDGE	APF2008-00117	L-STAR	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Active (plattting & permitting)	Single Family	2/21/2019	960	359	601	10/27/2011	10/27/2026	368,64	185,28	245,76	799,68	230,784	115,993	153,856	500,633		
Harrisburg	KENSINGTON FOREST	APF2008-00102	NIBLOCK DEVELOPMENT CORP	Hickory Ridge High School	Hickory Ridge Middle School	Patriots Elementary School		Active Building Permitting	Single Family	8/7/2018	188	184	4	1/14/2006	12/17/2013	72,192	36,284	156,604	1,536	0,772	1,024	3,332			
Concord	KING'S GRANT MIXED USE	APF2017-00017	PALISADES PROPERTIES INC	Cox Mill High School	Harris Road Middle School	Carl A Furr Elementary School		Void	Single Family		0	0	0			0	0	0	0	0	0	0	0	0	
Harrisburg	LANDON	APF2008-00129	KIM LOCATIS	Jay M Robinson High School	J N Fries Middle School	Pitt School Road Elementary School		Void	Townhouse		109	0	109	3/20/2006	3/20/2012	15,042	7,521	10,028	32,591	15,042	7,521	10,028	32,591		
Concord	LANSTONE	APF2008-00093	UNKNOWN	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School		Closed-Built Out	Single Family	10/12/2015	39	35	4			14,976	7,527	9,984	32,487	1,536	0,772	1,024	3,332		
Concord	LANTANA	APF2015-00044	RANKIN KIRKSEY C	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		Pending	Single Family	1/15/2019	88	22	66			33,792	16,984	22,528	73,304	25,344	12,738	16,896	54,978		
Concord	LAUREL PARK	APF2008-00099	NIBLOCK DEVELOPMENT CORP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Wedington Hills Elementary School		Active Building Permitting	Single Family	12/12/2018	709	689	20			12/31/2015	272,256	136,837	181,504	590,597	7,68	3,86	5,12	16,66	
Concord	LAUREL PARK PHASE 3	APF2008-00098	NIBLOCK DEVELOPMENT CORP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Wedington Hills Elementary School		Void	Single Family		15	0	15			5,76	2,895	3,84	12,495	5,76	2,895	3,84	12,495		
Concord	LAUREL PARK PHASES 4-6	APF2008-00097	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Wedington Hills Elementary School		Void	Single Family	2/11/2014	257	2	255	3/15/2005	5/15/2012	98,688	49,601	65,792	214,081	97,92	49,215	65,28	212,415		
Concord	LEGACY APARTMENTS	APF2014-00011	COBLE FAMILY FARM LTD PTNRSHIP	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Wedington Hills Elementary School		Active Building Permitting	Multi Family	3/27/2015	344	332	12					79,808	39,904	53,32	173,032	2,784	1,392	1,86	6,036
Harrisburg	LITCHFIELD VILLAGE	APF2008-00125	LENNAR COMMUNITIES OF CHARLOTTE, IN	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	12/12/2011	150	161	-11	1/18/2005	9/14/2013	57,6	28,95	38,4	124,95	-4,224	-2,123	-2,816	-9,163		
Concord	LITTLE TEXAS, LLC	APF2008-00175	Matthew P. Jones	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School		Pending	Single Family		224	0	224					86,016	43,232	57,344	186,592	86,016	43,232	57,344	186,592
Harrisburg	LOWER ROCKY RIVER ROAD	APF2018-00031	GROUP	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Pending	Single Family		230	0	230					88,32	44,39	58,88	191,59	88,32	44,39	58,88	191,59
Concord	LUCKY DRIVE SITE	APF2018-00032	EDDIE MOORE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School		Pending	Single Family		0	0	0			0	0	0	0	0	0	0	0		
Concord	Lynmore Subdivision	APF2016-00017	OXFORD LAND SALES INC	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School		Pending	Single Family		117	0	117					44,928	22,581	29,952	97,461	44,928	22,581	29,952	97,461
Concord	MAGNOLIA CROSSING	APF2008-00079	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Single Family	6/26/2018	44	32	12	5/12/2005	12/31/2013	13,992	6,116	5,456	25,564	4,608	2,316	3,072	9,996		
Harrisburg	MAGNOLIA SPRINGS	APF2008-00128	SATURDAY INVESTMENTS, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Harrisburg Elementary School		Closed-Built Out	Single Family	4/14/2008	190	190	0	6/19/2003	6/26/2012	72,96	36,67	48,64	158,27	0	0	0	0		
Kannapolis	MALLARD POINTE ESTATES	APF2014-00016	UNKNOWN	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Kannapolis Intermediate School	All Lots Platted	Single Family	7/28/2016	215	158	57					82,56	41,495	55,04	179,095	21,888	11,001	14,592	47,481
Kannapolis	MANCHESTER PLACE	APF2013-00010	DANNY G BOST LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Single Family	5/31/2007	162	86	76					62,208	31,266	41,472	134,946	29,184	14,668	19,456	63,308
Harrisburg	MANOR RIDGE	APF2008-00176	Michael Nicosia, PE	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Void	Single Family		300	0	300	11/20/2007	10/4/2015	115,2	57,9	76,8	249,9	115,2	57,9	76,8	249,9		
Concord	MARDAN X LLC	APF2008-00169	Mark McCormick	Concord High School	Concord Middle School	Wedington Hills Elementary School		Expired	Multi Family		168	0	168					38,976	19,488	26,04	84,504	38,976	19,488	26,04	84,504
Concord	MCGRAW PROPERTY	APF2008-00064	UNKNOWN	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School		In Progress	Single Family		54	0	54	10/16/2007	10/16/2015	20,736	10,422	13,824	44,982	20,736	10,422	13,824	44,982		
Kannapolis	MEADOW CREEK APARTMENTS	APF2008-00116	FLORIAN GHITAS	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School		Closed-Built Out	Multi Family	8/25/2008	14	14	0	6/26/2008		3,248	1,624	2,742	7,042	0	0	0	0		
Locust	MEADOW CREEK VILLAGE	APF2013-00009	RL REGI NORTH CAROLINA LLC	Mt Pleasant High School	Mt Pleasant Middle School	A T Allen Elementary School		Active Building Permitting	Single Family	12/2/2016	140	104	36					53,76	27,02	35,84	116,62	13,824	6,948	9,216	29,988
Concord	MEETING STREET HOMES PHASE 2	APF2018-00024	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		66	0	66					9,108	4,554	6,072	19,734	9,108	4,554	6,072	19,734
Concord	MEETING STREET HOMES PHASE 3	APF2018-00025	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Townhouse		66	0	66					9,108	4,554	6,072	19,734	9,108	4,554	6,072	19,734
Concord	MEETING STREET HOMES PHASE 1	APF2018-00023	AMICUS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School		Pending	Multi Family		296	0	296					68,672	34,336	45,88	148,888	68,672	34,336	45,88	148,888
Concord	MERIDIAN	APF2008-00081	GUADALUPE JAVIER ZANDATE	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School		Active Building Permitting	Single Family	1/25/2017	16	17	-1	9/19/2006		6,144	3,088	4,096	13,328	-384	-193	-256	-8,833		
Kannapolis	MILLBROKE																								

Jurisdiction	Subdivision	Applicant	High School	Middle School	Elementary School	Intermediate School	Status	Subdivision	Type	Last Permit	Units Approved	Units Issued	Units Remaining	Units Approved	Dev Order Approved	Dev Order Approved	DO Let	Expiration	Elementary Students	Middle Students	High Students	Total Students	Remaining Elementary	Remaining Middle	Remaining High	Remaining Total
Harrisburg	PROVIDENCE MANOR	APF2008-00106	L & R DEVELOPMENT, LLC	Hickory Ridge High School	Hickory Ridge Middle School	Pitt School Road Elementary School	Closed-Built Out	Single Family	3/22/2007	149	57	92	12/15/2003	12/29/2007					57,216	28,757	38,144	124,117	35,328	17,756	23,552	76,036
Concord	PROVINCE GREEN	APF2008-00074	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Weddington Hills Elementary School	Closed-Built Out	Single Family	7/14/2015	61	51	10							23,424	11,773	15,616	50,813	3,84	1,93	2,56	8,33
Concord	RAMSGATE	APF2008-00070	UNKNOWN	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Expired	Single Family	11/8/2017	224	241	-17							86,016	43,232	57,344	186,592	-6,528	-3,281	-4,352	-14,161
Kannapolis	RED CEDAR LANDING	APF2014-00017	REO FUNDING SOLUTIONS III LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending	Multi Family	150	0	150	10/1/2014						34.8	17.4	23.25	75.45	34.8	17.4	23.25	75.45	
Concord	RIDGES AT CONCORD	APF2008-00072	QUAIL HAVEN DEVELOPMENT	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Single Family	551	0	551	4/18/2006	12/31/2010	21,1584	106,343	141,056	458,983									
Kannapolis	RIVER POINTE AT DAVIDSON	APF2013-00014	Wayne Patrick Holdings, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Pending	Single Family	444	0	444	9/4/2013						170,496	85,692	113,664	369,852	170,496	85,692	113,664	369,852	
Cabarrus County	RIVERBEND	APF2008-00078	GREATHORN PROPERTIES	Central Cabarrus High School	C C Griffin Middle School	A T Allen Elementary School	Approved	Single Family	28	0	28	12/20/2007	12/19/2013	10,752	5,404	7,168	23,324									
Concord	RIVERWALK	APF2008-00044	unkown	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Closed-Built Out	Single Family	5/23/2014	488	528	-40						187,392	94,184	124,928	406,504	-15,36	-7,72	-10,24	-33,32	
Concord	ROBERTA RIDGE SUBDIVISION	APF2016-00007	BLACKWELDER FANNIE B	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School	Active Platting	Single Family	1/25/2019	206	26	180						79,104	39,758	52,736	171,598	69,12	34,74	46,08	149,94	
Concord	ROBERTA CROSSING	APF2014-00003	LIVE WELL HOMES	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Active Building Permitting	Single Family	7/27/2015	55	1	54						21,12	10,615	14,08	45,815	20,736	10,422	13,824	44,982	
Concord	ROBERTA MEADOWS	APF2008-00075	PITTS SCHOOL, LLC / TIM HUNTELY	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Approved	Single Family	1/8/2019	33	22	11	6/20/2006	6/20/2012	12,672	6,369	8,448	27,489								
Concord	ROBERTA ROAD SUBVISION NORTH	APF2017-00041	BOYD STANLEY	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	Pending	Single Family	115	0	115						44,16	22,195	29,44	94,16	22,195	29,44	95,795			
Concord	ROBERTA ROAD SUBVISION SOUTH	APF2017-00042	PULTE HOMES	Central Cabarrus High School	C C Griffin Middle School	Wolf Meadow Elementary School	Pending	Single Family	28	0	28						10,752	5,404	7,168	23,324	10,752	5,404	7,168	23,324		
Cabarrus County	ROCKY GLEN	APF2008-00077	RANDALL SCRIBNER	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Expired	Single Family	49	0	49	7/19/2007	7/18/2013	18,816	9,457	12,544	40,817	18,816	9,457	12,544	40,817					
Cabarrus County	Rocky Meadows	APF2008-00164	Randy Humphrey and Associates	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Closed-Built Out	Single Family	6/4/2004	142	144	-2	1/15/1999		54,528	27,406	36,352	118,286	-0,768	-0,386	-0,512	-1,666				
Cabarrus County	ROCKY RIVER ESTATES PH 1	APF2017-00005	DEVELOPMENT SOLUTIONS GROUP	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	Pending	Single Family	56	0	56						21,504	10,808	14,336	46,648						
Kannapolis	Rogers Lake Road Townhomes	APF2017-00021	JOURNEY CAPITAL LLC	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Pending	Townhouse	0	0	0						0	0	0	0	0	0	0	0		
Kannapolis	ROY CHATHAM MINOR SUBDIVISION	APF2017-00022	ROY CHATHAM	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Pending		8	0	8						0	0	0	0	1,856	0,928	1,24	4,024		
Cabarrus County	ROYSCROFT	APF2008-00073	PROVIDENT DEVELOPMENT GROUP	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Active Platting	Single Family	0	0	0	3/15/2007	3/14/2013	144	72,375	96	312,375	0	0	0	0					
Cabarrus County	RUSTIC CANYON	APF2008-00063	SHEA HOMES	Central Cabarrus High School	C C Griffin Middle School	Rocky River Elementary School	In Progress	Single Family	595	0	595	6/21/2007	6/20/2013	228,48	114,835	152,32	495,635	228,48	114,835	152,32	495,635					
Midland	SADDLEBROOK	APF2008-00133	LANDCRAFT	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Closed-Built Out	Single Family	5/8/2018	168	183	-15	3/13/2007	5/13/2017	64,512	32,424	43,008	139,944	-5,76	-2,895	-3,84	-12,495				
Concord	Salisbury Trace at Branchview Conditional Zoning	APF2016-00008	COPPERFIELD APTS/DARREN LUCAS	Concord High School	Concord Middle School	W M Irvin Elementary School	Withdrawn	Multi Family	424	0	424						98,368	49,184	65,72	213,272	98,368	49,184	65,72	213,272		
Kannapolis	SAMAUEL CRISP MINOR SUBDIVISION	APF2017-00023	SAMAUEL CRISP	A L Brown High School	Jackson Park Elementary School	Kannapolis Intermediate School	Pending		8	0	8						0	0	0	0	1,856	0,928	1,24	4,024		
Concord	SANCTUARY CODDLE CREEK	APF2014-00005	DUNCAN VIRGINIA C ESTATE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Withdrawn	Multi Family	9/18/2017	62	1	61					14,384	7,192	9,61	31,186	14,152	7,076	9,455	30,683		
Concord	SAPPHIRE HILLS	APF2008-00045	JBC Development Concord, LLC	Concord High School	Concord Middle School	Weddington Hills Elementary School	Closed-Built Out	Townhouse	8/12/2010	60	54	6	5/16/2006	7/13/2013	8,28	4,14	5,52	17,94	8,28	4,14	5,52	17,94				
Concord	SAVANNAH COMMONS	APF2008-00049	LANDMARK DEVELOPMENT VENTURES, LLC	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Active Building Permitting	Single Family	8/27/2013	28	29	-1	12/21/2004		10,752	5,404	7,168	23,324	-0,384	-0,193	-0,256	-0,833				
Concord	SETTLERS LANDING TOWNHOMES	APF2008-00179	Coddle Creek Development Group, LLC	Jay M Robinson High School	HD Winkler Middle School	Pitt School Road Elementary School	Active (platting & permitting)	Townhouse	11/21/2017	116	125	-9	1/15/2008	3/29/2015	16,008	8,004	10,672	34,684	-1,242	-0,621	-0,828	-2,691				
Kannapolis	SETTLERS RIDGE	APF2008-00108	Craft/CP Morgan	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	All Lots Platted	Single Family	1/14/2011	150	138	12	1/7/2004		57,6	28,95	38,4	124,95	4,608	2,316	3,072	9,996				
Kannapolis	SHERWOOD DEVELOPMENT	APF2018-00014	BLOC DESIGN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Pending		91	0	91					0	0	0	0	21,112	10,556	14,105	45,773			
Kannapolis	SHILOH VILLAGE	APF2008-00071	SHILOH RIDGE DEVELOPMENT, LLC	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Closed-Built Out	Single Family	5/25/2011	30	30	0	6/19/2006		11,52	5,79	7,68	24,99	0	0	0	0				
Locust	Signature Development	APF2009-00007	Chris Hunter	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Pending	Single Family	70	0	70	1/8/2008		26,88	13,51	17,92	58,31	26,88	13,51	17,92	58,31					
Cabarrus County	SKYBROOK	APF2008-00104	MVC, LLC/Bryan Properties	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Closed-Built Out	Single Family	2/23/2018	254	388	-134	12/17/1998		97,536	49,022	65,024	211,582	-51,456	-2						

Jurisdiction	Subdivision	App.	High School	Middle School	Elementary School	Intermediate School	Status	Type	Subdivision	Last Perm.	Units Approved	Units Issued	Units Remaining	DO Le.	Expir.	DO Le.	Expir.	DO Le.	Expir.	High Students	Middle Students	Total Students	High Remaining	Middle Remaining	Total Remaining	
Midland	TUCKER CHASE	APF2008-00101	CHUCK STEVENS	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	Active (plattng & permitting)	Single Family	7/26/2016	162	129	33	6/1/2004		62,208	31,266	41,472	134,946	12,672	6,369	8,448	27,489				
Concord	UNICA	APF2015-00008	UNICA U B O	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Withdrawn	Single Family		175	0	175			67.2	33,775	44.8	145,775	67.2	33,775	44.8	145,775				
Cabarrus County	Vanderburg Estates	APF2008-00160	Horton Landwest Inc	Central Cabarrus High School	C C Griffin Middle School	Bethel Elementary School	All Lots Platted	Single Family	1/19/2018	114	46	68			43,776	22,002	29,184	94,962	26,112	13,124	17,408	56,644				
Concord	VILLAGES AT DREAMING CREEK SINGLE FAMILY	APF2008-00091	YATES PROPERTIES, LLC	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	In Progress	Single Family		57	0	57	7/17/2009	12/31/2015	21,888	11,001	14,592	47,481	21,888	11,001	14,592	47,481				
Concord	VILLAGES AT DREAMING CREEK TOWNHOMES	APF2009-00003	YATES PROPERTIES, LLC	Jay M Robinson High School	HD Winkler Middle School	Wolf Meadow Elementary School	In Progress	Townhouse		46	0	46	7/17/2009	12/31/2015	6,348	3,174	4,232	13,754	6,348	3,174	4,232	13,754				
Concord	VILLAS AT CONCORD	APF2017-00018	MARTIN MARIETTA	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending	Townhouse		0	0	0			0	0	0	0	0	0	0	0	0	0	0	
Kannapolis	Villas at Forest Park Retirement Facility	APF2008-00178	Douglas Company, LLC	A L Brown High School	Kannapolis Middle School	Forest Park Elementary School	Kannapolis Intermediate School	Age Restricted Development	Age Restricted	64	0	64			0	0	0	0	0	0	0	0	0	0	0	0
Concord	VILLAS AT LOGAN GARDENS RETIREMENT FACILITY	APF2009-00014	Doug Hart	Jay M Robinson High School	HD Winkler Middle School	W M Irvin Elementary School	Age Restricted Development	Age Restricted	1/28/2014	44	2	42	9/15/2009		0	0	0	0	0	0	0	0	0	0	0	0
Concord	VILLAS AT WINECOFF	APF2008-00043	Danny Bost	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Expired	Single Family	5/26/2017	99	85	14	3/15/2005	12/31/2013	38,016	19,107	25,344	82,467	5,376	2,702	3,584	11,662				
Concord	WALLACE MEADOWS TOWNHOMES	APF2018-00008	PETE ELMER	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Pending			98	0	98			0	0	0	0	0	22,736	11,368	15,19	49,294			
Kannapolis	WATERFORD ON THE ROCKY RIVER	APF2008-00066	Justin E Kies	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Active (plattng & permitting)	Single Family	1/4/2018	278	246	32	4/21/2005	10/1/2016	106,752	53,654	71,168	231,574	12,288	6,176	8,192	26,656				
Concord	Waterstone at Wedington Apartments	APF2008-00137	Brian Kaiser	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Closed-Built Out	Multi Family	1/17/2013	412	476	-64	11/21/2006		61.8	22.66	29,664	114,124	-14,848	-7,424	-9,92	-32,192				
Concord	WEDDINGTON ROAD SITE MATTAMY HOMES	APF2015-00005	MATTAMY HOMES	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending	Single Family		281	0	281			107,904	54,233	71,936	234,073	107,904	54,233	71,936	234,073				
Concord	WEDDINGTON ROAD TRACT	APF2017-00045	SCOTT KIGER	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Pending			268	0	268			0	0	0	0	0	62,176	31,088	41,54	134,804			
Kannapolis	WELLINGTON CHASE	APF2008-00061	PARKER AND ORLEANS HOMEBUILDERS	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Active (plattng & permitting)	Single Family	10/13/2017	349	366	-17	9/29/2005	5/22/2016	134,016	67,357	89,344	290,717	-6,528	-3,281	-4,352	-14,161				
Kannapolis	WELLINGTON GARDENS	APF2013-00013	REA VENTURE GROUP	Cox Mill High School	Harris Road Middle School	W R Odell Elementary School	Inactive	Multi Family		72	0	72	5/1/2013		16,704	8,352	11,16	36,216	16,704	8,352	11,16	36,216				
Concord	Wellspring Village Retirement Community	APF2008-00177	Croslan Homes	Jay M Robinson High School	HD Winkler Middle School	Carl A Furr Elementary School	Age Restricted Development	Age Restricted	11/12/2008	52	8	44	3/20/2008	12/31/2013	0	0	0	0	0	0	0	0	0	0	0	0
Kannapolis	WEST G STREET	APF2018-00002	LONG RANGE DEVELOPMENT & PROPERTIES	A L Brown High School	Kannapolis Middle School	Fred L Wilson Elementary School	Pending			4	0	4			0	0	0	0	0	0	0	0	0	0	0	0
Kannapolis	WEST OAKS PHASE 2	APF2008-00111	Brandon Little & Stephen Wasserman	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Expired	Single Family	2/3/2017	13	1	12	9/23/2008	9/14/2012	4,992	2,509	3,328	10,829	4,608	2,316	3,072	9,996				
Concord	Wexford Pointe Apartments	APF2009-00012	Cathy Connors	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Closed-Built Out	Multi Family	5/6/2010	106	106	0	12/15/2009		24,592	12,296	16,43	53,318	0	0	0	0				
Kannapolis	WIGHTMAN OAKS	APF2008-00031	WIGHTMAN HOMES	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Expired			72	10	3	1/24/2008		1,794	0,897	1,196	3,887	0,414	0,207	0,276	0,897				
Kannapolis	WILLOWOOD RIDGE	APF2014-00019	OAKMONT HOMES	Cox Mill High School	Harris Road Middle School	Carl A Furr Elementary School	Active (plattng & permitting)	Single Family	11/12/2012	39	21	18	5/5/2004		14,976	7,527	9,984	32,487	6,912	3,474	4,608	14,994				
Concord	WINDING WALK	APF2008-00092	Shea Homes	Cox Mill High School	Harris Road Middle School	Cox Mill Elementary School	Closed-Built Out	Single Family	10/16/2014	472	482	-10	7/13/2003	6/20/2013	181,248	91,096	120,832	393,176	-3,84	-1,93	-2,56	-8,33				
Kannapolis	WINDSOR	APF2013-00005	KANNAPOLIS REAL ESTATE	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Expired	Single Family	10/24/2018	98	34	64			37,632	18,914	25,088	81,634	24,576	12,352	16,384	53,312				
Kannapolis	WINDSOR PHASE IIB	APF2013-00004	KANNAPOLIS REAL ESTATE	Cox Mill High School	Harris Road Middle School	Winecoff Elementary School	Void			0	0	0			0	0	0	0	0	0	0	0	0	0	0	
Concord	WINCOFF SCHOOL ROAD PROJECT	APF2018-00010	CHRIS TODD	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Void			117	0	117			0	0	0	0	0	27,144	13,572	18,135	58,851			
Concord	WINCOFF SCHOOL ROAD/TIMMONS GROUP	APF2018-00009	AMERICAN SOUTH MGMT LLC	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Winecoff Elementary School	Pending			117	0	117			16,146	8,073	10,764	34,983	16,146	8,073	10,764	34,983				
Kannapolis	WISPERING WINDS	APF2014-00021	UNKNOWN	Northwest Cabarrus High School	Northwest Cabarrus Middle School	Charles A Boger Elementary School	Closed-Built Out	Single Family	10/23/2008	36	33	3	9/8/2000		13,824	6,948	9,216	29,988	1,152	0,579	0,768	2,499				
Concord	WOODBR																									

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Reports

**SUBJECT:**

EDC - February 2019 Monthly Summary Report

**BRIEF SUMMARY:**

The Cabarrus Economic Development Corporation (EDC) provides monthly updates on the local economic and industry activities in the form of the included report.

**REQUESTED ACTION:**

For informational purposes. No action required.

**EXPECTED LENGTH OF PRESENTATION:**

**SUBMITTED BY:**

Robert J. Carney, Jr., EDC

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda.

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**ATTACHMENTS:**

- Report

# February 2019 Project Activity Report



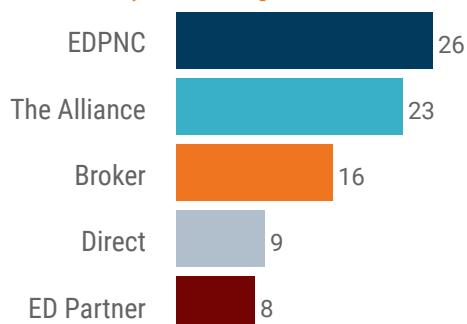
The EDC received 16 new RFIs (requests for information) in February and submitted sites/buildings for all of the new requests. Two existing industry projects were also added. There was 1 client site visit in February.



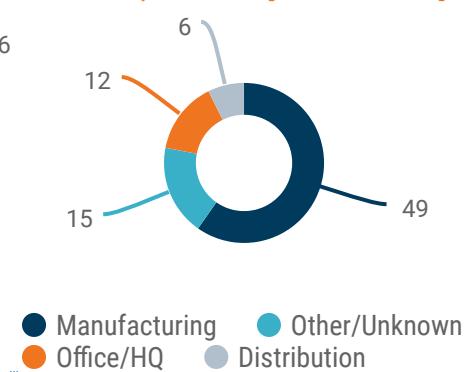
## Other Project Activity Stats



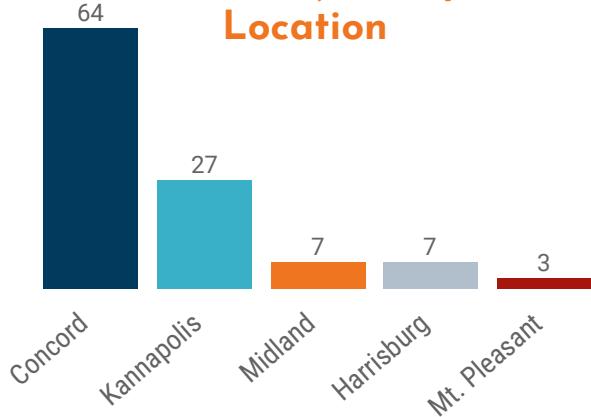
### Projects By Source



### Projects By Industry



### # of Projects By Location



### Projects By Type



**212**

average jobs  
per project



**116K**

average square  
feet per project



**22%**  
of Cabarrus EDC's  
projects involve  
companies outside  
of the U.S.



# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Reports

**SUBJECT:**

Finance - Monthly Financial Update

**BRIEF SUMMARY:**

The County Manager requested monthly reports from Finance displaying relevant information regarding the year-to-date budget.

**REQUESTED ACTION:**

For informational purposes. No action required.

**EXPECTED LENGTH OF PRESENTATION:****SUBMITTED BY:**

Susan Fearrington, Finance Director

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

This item was approved by the Board for inclusion on the Agenda.

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**ATTACHMENTS:**

- Report

**Cabarrus County, North Carolina**  
**General Fund**  
**Statement of Revenues and Expenditures - Budget and Actual**  
**As of February 28, 2019**

	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	<b>Encumbrances*</b>	<b>Variance with</b>		<b>% Collected</b> <b>or Used</b>
	<b>Original</b>	<b>Final</b>			<b>Final Budget</b>		
<b>REVENUES</b>							
Ad Valorem Taxes & Interest	\$ 164,527,608	\$ 164,527,608	\$ 156,273,573	\$ -	\$ (8,254,035)		95.0%
Other Taxes	48,153,664	48,153,664	26,006,130	-	(22,147,534)		54.0%
Intergovernmental Revenues	19,961,943	20,692,018	9,259,569	-	(11,432,449)		44.7%
Permits and Fees	6,968,899	6,980,899	4,444,802	-	(2,536,097)		63.7%
Sales and Services	13,003,406	13,023,406	7,471,824	-	(5,551,582)		57.4%
Investment Earnings	500,000	500,000	1,099,580	-	599,580		219.9%
Miscellaneous/Other Finance Sources	2,487,452	18,617,759	1,264,308	-	(17,353,451)		6.8%
<b>TOTAL REVENUES</b>	<b>\$ 255,602,972</b>	<b>\$ 272,495,354</b>	<b>\$ 205,819,786</b>	<b>\$ -</b>	<b>\$ (66,675,568)</b>		<b>75.5%</b>
<b>EXPENDITURES</b>							
<b>GENERAL GOVERNMENT</b>							
Board of Commissioners	\$ 1,028,431	\$ 1,028,993	\$ 573,415	\$ -	\$ 455,578		55.7%
County Manager	1,235,915	1,237,812	752,283	86	485,443		60.8%
Communications	609,270	624,956	375,734	18,608	230,614		63.1%
Human Resources	925,571	981,592	567,574	2,230	411,788		58.0%
Tax Collector	1,020,561	1,020,803	628,588	-	392,215		61.6%
Tax Administration	2,365,082	2,366,475	1,416,160	393	949,922		59.9%
Board of Elections	942,029	942,888	534,933	4,959	402,996		57.3%
Register of Deeds	598,090	598,605	393,033	-	205,572		65.7%
Finance	1,107,848	1,121,861	607,722	26,000	488,139		56.5%
Information Technology	5,656,068	6,192,311	3,628,076	551,036	2,013,199		67.5%
Non-departmental*	2,201,067	1,941,206	408,029	390,536	1,142,641		41.1%
Infrastructure & Asset Management							
Grounds Maintenance	1,955,910	1,999,221	969,370	395,483	634,368		68.3%
Administration	1,827,680	1,831,873	1,080,737	20,600	730,536		60.1%
Sign Maintenance	177,084	171,584	97,903	3,612	70,069		59.2%
Building Maintenance	2,910,781	3,230,317	1,694,375	610,503	925,439		71.4%
Facility Services	1,644,258	1,650,397	945,359	69,786	635,252		61.5%
Fleet Maintenance	541,669	737,632	545,919	8,016	183,697		75.1%
Contribution to Other Funds	759,500	13,745,471	13,745,471	-	-		100.0%
<b>Total General Government</b>	<b>\$ 27,506,814</b>	<b>\$ 41,423,997</b>	<b>\$ 28,964,681</b>	<b>\$ 2,101,848</b>	<b>\$ 10,357,468</b>		<b>75.0%</b>
<b>PUBLIC SAFETY</b>							
Sheriff							
Administration & Operations	\$ 14,432,595	\$ 14,665,900	\$ 9,007,392	\$ 240,510	\$ 5,417,998		63.1%
Jail	11,902,468	12,055,392	7,433,952	522,025	4,099,415		66.0%
Animal Control	829,418	839,607	552,253	15,606	271,748		67.6%
Animal Shelter	474,833	508,343	294,547	800	212,996		58.1%
Courts Maintenance	266,084	259,643	120,150	5,676	133,817		48.5%
Construction Standards	2,538,548	2,582,727	1,551,982	18,733	1,012,012		60.8%
Emergency Management	300,724	308,610	190,318	5,610	112,682		63.5%
Fire Department	1,052,317	1,055,891	663,852	114,026	278,013		73.7%
Emergency Medical Services	9,567,367	9,606,375	5,999,521	105,819	3,501,035		63.6%
Other Public Safety*	1,918,300	2,682,443	1,819,446	318,675	544,322		79.7%
<b>Total Public Safety</b>	<b>\$ 43,282,654</b>	<b>\$ 44,564,931</b>	<b>\$ 27,633,413</b>	<b>\$ 1,347,480</b>	<b>\$ 15,584,038</b>		<b>65.0%</b>

\* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

**Cabarrus County, North Carolina**  
**General Fund**  
**Statement of Revenues and Expenditures - Budget and Actual**  
**As of February 28, 2019**

	<b>Budgeted Amounts</b>			<b>Encumbrances*</b>	<b>Variance with Final Budget</b>	<b>% Collected or Used</b>
	<b>Original</b>	<b>Final</b>	<b>Actual Amounts</b>			
<b>ECONOMIC &amp; PHYSICAL DEVELOPMENT</b>						
Planning & Development						
Planning	\$ 583,093	\$ 596,591	\$ 373,946	\$ 5,790	\$ 216,855	63.7%
Community Development	587,131	657,509	330,079	2,252	325,178	50.5%
Soil & Water Conservation	244,647	246,315	126,639	5,399	114,277	53.6%
Zoning Administration	231,482	231,482	147,999	191	83,292	64.0%
Economic Development Corporation	391,621	397,282	214,654	-	182,628	54.0%
Economic Development Incentives	941,000	1,342,000	485,177	-	856,823	36.2%
Other Economic & Physical Development*	1,978,054	1,977,429	1,844,096	178,333	(45,000)	102.3%
<b>Total Economic &amp; Physical Development</b>	<b>\$ 4,957,028</b>	<b>\$ 5,448,608</b>	<b>\$ 3,522,590</b>	<b>\$ 191,965</b>	<b>\$ 1,734,053</b>	<b>68.2%</b>
<b>ENVIRONMENTAL PROTECTION</b>						
Waste Reduction	\$ 558,791	\$ 625,201	\$ 261,934	\$ 134,153	\$ 229,114	63.4%
<b>Total Environmental Protection</b>	<b>\$ 558,791</b>	<b>\$ 625,201</b>	<b>\$ 261,934</b>	<b>\$ 134,153</b>	<b>\$ 229,114</b>	<b>63.4%</b>
<b>HUMAN SERVICES</b>						
Veterans Services	\$ 282,963	\$ 283,109	\$ 173,255	\$ -	\$ 109,854	61.2%
Cooperative Extension	396,767	417,705	232,303	2,232	183,170	56.1%
Human Services						
Administration	4,020,929	4,222,793	2,395,708	216,415	1,610,670	61.9%
Economic Family Support Services	2,228,093	2,566,161	1,621,075	-	945,086	63.2%
Transportation	2,084,628	2,472,417	1,398,199	245,088	829,130	66.5%
Child Welfare	8,558,218	8,587,089	4,924,100	149,908	3,513,081	59.1%
Child Support Services	1,853,387	1,855,168	1,122,341	7,885	724,942	60.9%
Economic Services	8,397,953	8,215,894	4,929,954	-	3,285,940	60.0%
Adult and Family Services	1,863,897	1,865,521	1,159,932	14,069	691,520	62.9%
Nutrition	501,737	509,050	223,965	153,334	131,751	74.1%
Senior Services	678,270	706,845	384,190	138,522	184,133	74.0%
Other Human Services*	7,927,028	7,927,028	4,980,828	2,904,955	41,245	99.5%
<b>Total Human Services</b>	<b>\$ 38,793,870</b>	<b>\$ 39,628,780</b>	<b>\$ 23,545,850</b>	<b>\$ 3,832,408</b>	<b>\$ 12,250,522</b>	<b>69.1%</b>
<b>EDUCATION</b>						
Cabarrus County Schools Operating	\$ 66,890,757	\$ 66,890,757	\$ 44,494,876	\$ -	\$ 22,395,881	66.5%
Kannapolis City Schools Operating	8,544,460	8,544,460	5,851,352	-	2,693,108	68.5%
RCCC Operating	2,930,215	2,930,215	1,953,472	-	976,743	66.7%
Cabarrus County Schools Capital	1,056,324	1,162,724	1,065,643	9,077	88,004	92.4%
Kannapolis City Schools Capital	108,832	193,834	191,624	2,210	-	100.0%
RCCC Capital	-	30,000	30,000	-	-	100.0%
Other Education*	118,241	118,241	78,824	22,753	16,664	85.9%
<b>Total Education</b>	<b>\$ 79,648,829</b>	<b>\$ 79,870,231</b>	<b>\$ 53,665,791</b>	<b>\$ 34,040</b>	<b>\$ 26,170,400</b>	<b>67.2%</b>
<b>CULTURE &amp; RECREATION</b>						
Active Living & Parks						
Parks	\$ 1,610,641	\$ 1,656,031	\$ 993,544	\$ 69,207	\$ 593,280	64.2%
Senior Centers	712,467	711,718	354,590	17,347	339,781	52.3%
Library System	3,370,284	3,410,263	2,033,998	112,925	1,263,340	63.0%
Other Cultural & Recreation*	26,000	26,000	26,000	87,500	(87,500)	436.5%
<b>Total Culture &amp; Recreation</b>	<b>\$ 5,719,392</b>	<b>\$ 5,804,012</b>	<b>\$ 3,408,132</b>	<b>\$ 286,979</b>	<b>\$ 2,108,901</b>	<b>63.7%</b>
<b>DEBT SERVICE</b>						
Schools	\$ 45,589,826	\$ 45,583,826	\$ 15,694,234	\$ 339,100	\$ 29,550,492	35.2%
Other	9,545,768	9,545,768	4,680,025	91,465	4,774,278	50.0%
<b>Total Debt Service</b>	<b>\$ 55,135,594</b>	<b>\$ 55,129,594</b>	<b>\$ 20,374,259</b>	<b>\$ 430,565</b>	<b>\$ 34,324,770</b>	<b>37.7%</b>
<b>TOTAL EXPENDITURES</b>						
	<b>\$ 255,602,972</b>	<b>\$ 272,495,354</b>	<b>\$ 161,376,650</b>	<b>\$ 8,359,438</b>	<b>\$ 102,759,266</b>	<b>62.3%</b>
Excess (deficiency) of revenues over (under) expenditures	\$ -	\$ -	\$ 44,443,136	\$ (8,359,438)	\$ 36,083,698	

\* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

**Cabarrus County, North Carolina  
General Fund**  
**Statement of Revenues and Expenditures - Budget and Actual**  
**As of February 28, 2019**

	<b>Budgeted Amounts</b>				<b>Encumbrances*</b>	<b>Variance with Final Budget</b>	<b>% Collected or Used</b>
	<b>Original</b>	<b>Final</b>	<b>Actual Amounts</b>				
<b>Arena and Events Center</b>							
<b>REVENUES</b>							
Sales and Services	\$ 594,000	\$ 594,000	\$ 350,286	\$ -	\$ (243,714)	59.0%	
Investment Earnings	4,156	4,156	17,985	-	13,829	432.7%	
Miscellaneous/Other Finance Sources	1,050,500	1,129,993	987,252	-	(142,741)	87.4%	
<b>Total Arena and Events Center Fund</b>	<b>\$ 1,648,656</b>	<b>\$ 1,728,149</b>	<b>\$ 1,355,523</b>	<b>\$ -</b>	<b>\$ (372,626)</b>	<b>78.4%</b>	
<b>EXPENDITURES</b>							
Arena and Events Center	\$ 1,039,500	\$ 1,112,993	\$ 620,430	\$ 372,000	\$ 120,563	89.2%	
County Fair	609,156	615,156	430,028	15,543	169,585	72.4%	
<b>Total Arena and Events Center Fund</b>	<b>\$ 1,648,656</b>	<b>\$ 1,728,149</b>	<b>\$ 1,050,458</b>	<b>\$ 387,543</b>	<b>\$ 290,148</b>	<b>83.2%</b>	
<b>Landfill Fund</b>							
<b>REVENUES</b>							
Intergovernmental Revenues	\$ 40,000	\$ 40,000	\$ 24,848	\$ -	\$ (15,152)	62.1%	
Permits and Fees	147,181	147,181	64,617	-	(82,564)	43.9%	
Sales and Services	947,000	972,000	787,256	-	(184,744)	81.0%	
Investment Earnings	38,390	38,390	63,410	-	25,020	165.2%	
Other Finance Sources	-	36,575	-	-	(36,575)	0.0%	
<b>Total Landfill Fund</b>	<b>\$ 1,172,571</b>	<b>\$ 1,234,146</b>	<b>\$ 940,131</b>	<b>\$ -</b>	<b>\$ (294,015)</b>	<b>76.2%</b>	
<b>EXPENDITURES</b>							
Landfill Operations	\$ 1,172,571	\$ 1,234,146	\$ 454,452	\$ 80,419	\$ 699,275	43.3%	
<b>Total Landfill Fund</b>	<b>\$ 1,172,571</b>	<b>\$ 1,234,146</b>	<b>\$ 454,452</b>	<b>\$ 80,419</b>	<b>\$ 699,275</b>	<b>43.3%</b>	
<b>911 Emergency Telephone Fund</b>							
<b>REVENUES</b>							
Intergovernmental Revenues	\$ 789,364	\$ 789,364	\$ 413,679	\$ -	\$ (375,685)	52.4%	
Investment Earnings	1,500	1,500	5,774	-	4,274	384.9%	
Other Finance Sources	-	151,000	-	-	(151,000)	0.0%	
<b>Total 911 Emergency Telephone Fund</b>	<b>\$ 790,864</b>	<b>\$ 941,864</b>	<b>\$ 419,453</b>	<b>\$ -</b>	<b>\$ (522,411)</b>	<b>44.53%</b>	
<b>EXPENDITURES</b>							
Operations	\$ 731,338	\$ 882,338	\$ 210,906	\$ 329,075	\$ 342,357	61.2%	
Debt Service	59,526	59,526	59,526	-	-	100.0%	
<b>Total 911 Emergency Telephone Fund</b>	<b>\$ 790,864</b>	<b>\$ 941,864</b>	<b>\$ 270,432</b>	<b>\$ 329,075</b>	<b>\$ 342,357</b>	<b>63.7%</b>	
<b>Self-Insured Funds</b>							
<b>REVENUES</b>							
Sales and Services	\$ 13,428,190	\$ 13,428,190	\$ 7,068,599	\$ -	\$ (6,359,591)	52.6%	
Investment Earnings	45,000	45,000	123,572	-	78,572	274.6%	
Miscellaneous	80,000	100,000	133,630	-	33,630	133.6%	
Other Finance Sources	-	9,200	-	-	(9,200)	0.0%	
<b>Total Self-Insured Funds</b>	<b>\$ 13,553,190</b>	<b>\$ 13,582,390</b>	<b>\$ 7,325,801</b>	<b>\$ -</b>	<b>\$ (6,256,589)</b>	<b>53.9%</b>	
<b>EXPENDITURES</b>							
Workers Compensation Insurance	\$ 1,284,715	\$ 1,284,715	\$ 703,934	\$ 6,280	\$ 574,501	55.3%	
Liability Insurance	973,000	993,000	710,177	-	282,823	71.5%	
Dental Insurance	435,000	435,000	260,114	-	174,886	59.8%	
Hospitalization Insurance	10,860,475	10,869,675	6,180,347	715,988	3,973,340	63.4%	
<b>Total Self-Insured Funds</b>	<b>\$ 13,553,190</b>	<b>\$ 13,582,390</b>	<b>\$ 7,854,572</b>	<b>\$ 722,268</b>	<b>\$ 5,005,550</b>	<b>63.1%</b>	

\* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets

**Cabarrus County, North Carolina**  
**General Fund**  
**Statement of Revenues and Expenditures - Budget and Actual**  
**As of February 28, 2019**

	<b>Budgeted Amounts</b>		<b>Actual Amounts</b>	<b>Encumbrances*</b>	<b>Variance with Final Budget</b>	<b>% Collected or Used</b>				
	<b>Original</b>	<b>Final</b>								
<b>Fire Districts Fund</b>										
<b>REVENUES</b>										
Ad Valorem Taxes	\$ 4,522,362	\$ 4,522,362	\$ 4,324,632	\$ -	\$ (197,730)	95.6%				
<b>Total Fire Districts Fund</b>	<b>\$ 4,522,362</b>	<b>\$ 4,522,362</b>	<b>\$ 4,324,632</b>	<b>\$ -</b>	<b>\$ (197,730)</b>	<b>95.6%</b>				
<b>EXPENDITURES</b>										
Fire Districts	\$ 4,522,362	\$ 4,522,362	\$ 4,324,632	\$ -	\$ 197,730	95.6%				
<b>Total Fire Districts Fund</b>	<b>\$ 4,522,362</b>	<b>\$ 4,522,362</b>	<b>\$ 4,324,632</b>	<b>\$ -</b>	<b>\$ 197,730</b>	<b>95.6%</b>				
<b>TOTAL REVENUES</b>	<b>\$ 21,687,643</b>	<b>\$ 22,008,911</b>	<b>\$ 14,365,540</b>	<b>\$ -</b>	<b>\$ (7,643,371)</b>	<b>65.3%</b>				
<b>TOTAL EXPENDITURES</b>	<b>\$ 21,687,643</b>	<b>\$ 22,008,911</b>	<b>\$ 13,954,546</b>	<b>\$ 1,519,305</b>	<b>\$ 6,535,060</b>	<b>70.3%</b>				
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 410,994</b>	<b>\$ (1,519,305)</b>	<b>\$ (1,108,311)</b>					

\* In order to be compliant with G.S. 159-28, all p-card transactions are encumbered in the departmental functions within their budgets  
 Please note: this report was pulled prior to month end close

# CABARRUS COUNTY



## BOARD OF COMMISSIONERS REGULAR MEETING

**March 18, 2019  
6:30 PM**

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**AGENDA CATEGORY:**

Closed Session

**SUBJECT:**

Closed Session - Pending Litigation

**BRIEF SUMMARY:**

A closed session is needed to discuss matters related to pending litigation as authorized by NCGS 143-318.11(a)(3).

**REQUESTED ACTION:**

Motion to go into closed session to discuss matters related to pending litigation as authorized by NCGS 143-318.11(a)(3).

**EXPECTED LENGTH OF PRESENTATION:**

30 Minutes

**SUBMITTED BY:**

Mike Downs, County Manager

**BUDGET AMENDMENT REQUIRED:**

No

**COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:**

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