

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

1. CALL TO ORDER - CHAIRMAN

2. APPROVAL OF WORK SESSION AGENDA - CHAIRMAN

2.1. BOC - Changes to the Agenda Pg. 3

3. DISCUSSION ITEMS - NO ACTION

3.1. Budget - Fire Districts Requesting a Tax Rate Increase as Part of Their Fiscal Year 2023 Budget Requests Pg. 5

3.2. Human Resources - Public Safety Market Study Pg. 60

3.3. County Manager - Behavioral Health Facility Provider Request for Proposals Pg. 68

3.4. Infrastructure and Asset Management - Courthouse Expansion Project Update Pg. 87

3.5. Innovation and Technology - Innovation Report Pg. 92

4. DISCUSSION ITEMS FOR ACTION

4.1. Active Living and Parks - Camp T N Spencer Pool Update Pg. 94

4.2. BOC - Appointments to Boards and Committees Pg. 114

4.3. Cooperative Extension - Pollinator Garden at Cooperative Extension Pg. 115

4.4. County Manager - Juvenile Crime Prevention Council (JCPC) FY 2022-23 Allocation of Funding Pg. 123

4.5. County Manager - One-Time Purchases Pg. 141

4.6. DHS - Transportation Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and Coronavirus Aid, Relief, and Economic Security (CARES) Act 5310 Funds Pg. 145

4.7. Finance - Cabarrus County School Agency and Lease Agreement for R. Brown McAllister Elementary School and updated Lease Agreement for Roberta Road Middle School. Pg. 167

4.8. Finance - Government Accounting Standards Board (GASB) 87 Statement - Leases Pg. 192

4.9. Finance - Health Insurance Fund Balance Amendment Pg. 194

4.10. Finance - Opioid Settlement New Special Revenue Fund and Budget Amendment Pg. 197

4.11. Finance - Rowan Cabarrus Community College Transfer Request for a Paramedicine Lab from excess Welding Lab budget. Pg. 204

- 4.12. Finance - Update of Capital Project Fund Budgets, Related Project Ordinances and Close Completed Capital Project Funds Pg. 207
- 4.13. Infrastructure and Asset Management - Request for Public Art Placement at Rotary Square Pg. 247
- 4.14. Legal Department - Huntersville Land Development Services Interlocal Agreement Pg. 258
- 4.15. Legal - Public Participation Policy for Board of Commissioners Meetings Pg. 263
- 4.16. Library - Budget Amendment Pg. 267
- 4.17. Recycling / Waste Reduction - Renewal of Existing Contract with Ecoflo, Inc. Pg. 269
- 4.18. Sheriff's Office - Acceptance of Urban Areas Security Initiative (UASI) Grant Pg. 286
- 4.19. Sheriff's Office - Approval of Sole Source and Purchase of Explosive Ordinance Robot Pg. 288
- 4.20. Sheriff's Office - Approval of Out of County Daily Inmate Charge Pg. 315

5. APPROVAL OF REGULAR MEETING AGENDA

- 5.1. BOC - Approval of Regular Meeting Agenda pg. 320

6. CLOSED SESSION

- 6.1. Closed Session - Pending Litigation and Economic Development Pg. 324

7. ADJOURN

In accordance with ADA regulations, anyone in need of an accommodation to participate in the meeting should notify the ADA coordinator at 704-920-2100 at least 48 hours prior to the meeting.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Approval of Work Session Agenda - Chairman

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:

ATTACHMENTS:

- ▢ Changes to the Agenda



**CABARRUS COUNTY BOARD OF COMMISSIONERS
CHANGES TO THE AGENDA
May 2, 2022**

ADDITIONS:

Discussion Items for Action

- 4.15 Legal - Public Participation Policy for Board of Commissioners Meetings**

UPDATED:

- 4.1 Active Living and Parks - Camp T N Spencer Pool Update**
- 4.13 Infrastructure and Asset Management – Request for Public Art Placement at Rotary Square**
- 4.19 Sheriff's Office – Approval of Sole Source and Purchase of Explosive Ordinance**

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Budget - Fire Districts Requesting a Tax Rate Increase as Part of Their Fiscal Year 2023 Budget Requests

BRIEF SUMMARY:

Representatives from each of the Fire Districts requesting a Tax Rate Increase for FY23 will present their budget requests and respond to questions from the Board.

- Allen Volunteer Fire Department (Requesting 1.5 cent tax increase)
- East Gold Hill Volunteer Fire Department (Requesting 1 cent tax increase)
- Flowes Store Volunteer Fire Department (Requesting 7 cent tax increase)

REQUESTED ACTION:

Receive budget information from Fire Districts for their FY23 budget requests.

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Rosh Khatri, Budget Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Allen VFD Budget Request
- ▢ Allen VFD Itemized Budget
- ▢ East Gold Hill VFD Budget Request
- ▢ East Gold Hill VFD Itemized Budget
- ▢ Flowes Store VFD Budget Request
- ▢ Flowes Store VFD Itemized Budget



**ALLEN VOLUNTEER FIRE DEPARTMENT,
Inc.**

4000 U.S. Hwy. 601 S. ~ Concord, N.C. 28025

The Board and Officers of Allen Volunteer Fire Department request an increase of our fire tax from .075 to .09. The Officers and Board here feel it will be required for us to continue to provide the excellent services we are and continue to grow with our ever-changing and growing population. As I'm sure you know, today's inflation substantially impacts our operating expenses. Since February, our fuel alone has increased by 27%, from \$3.96 per gallon to \$5.06 per gallon (see attached fuel bills). If this stays on track for the amount of fuel we used last year, it will be approximately a \$3,000 increase. Since June of last year, turnout gear has increased 15%, going from \$3960 per set to \$4565 per set (see attached quotes). Every person on our roster is issued a set of turnout gear for safety on calls.

Our most costly increase will be to replace the radios we use in every emergency. Allen plans to join the County radio lease program for the newly upgraded radios. We are required to replace our radios to keep up with the ever-changing technology market. The radios we currently have will no longer be serviceable for damages starting in 2023 and will no longer function on the radio system after 2025. Our yearly lease payment is \$48,339.56 for \$218,294.75 for five years. After five years, we have the option to renew the lease with new radios or keep the radios. Our current radios are 2012 models, and as you know, with technology, anything that old is outdated.

I am also attaching a rough design plan to this that will be for a possible remodel we will perform to our station. We are very fortunate to have a fantastic group of young people and volunteers hanging out and wanting to stay at the station. Since January 1, we have had 12 occasions where more members stayed at the station to serve the community than we had rooms or beds. As you all know, with the decline in volunteering, it is more important than ever to make it a place where people feel wanted and a place they WANT to be. Our current station was built in 1959 with no provisions for full-time staffing or staying overnight. We have completed a small renovation in the past and added three small bedrooms that allow for sleeping up to 5 people. We are simply overrunning our room for people and stuff. As we grow with personnel, we also grow with everything required to facilitate those folks. We are busting at the seams with our current station and need to add more storage space to help with this.

While we as a Department do not wish to raise anyone's taxes as the everyday cost of life is going up for everyone. We simply do not have enough money to continue to keep up with growth and financially support our operations. We feel that at .09 tax rate we can function to the optimum level we strive for every day as well as keep our cost low enough for everyone to get value out of our services. We thank you for all consideration.

Matthew Pethel

Fire Chief

Allen Volunteer Fire Department

Proudly Serving Since 1959



CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
PROPOSED FY 2022-2023 BUDGET WORKSHEET



*With Fire District Changes at \$.09 rate per \$100 valuation

REVENUES:

Fire District Tax (Less Cabarrus County 1.5% Collection Fee)	\$	553,419.42
Grants	\$	-
Motor Fuel Tax Reimbursement	\$	-
Other City/Town Support:	\$	-
Other County Support:	\$	-
Other Support:	\$	-
Reserve	\$	-
Sales Tax Reimbursement	\$	102,228.00
Staffing Grant	\$	30,000.00
TOTAL REVENUES	\$	685,647.42

EXPENDITURES:

Advertising	\$	-
Audit Services	\$	6,500.00
Capital Outlay: Apparatus	\$	-
Capital Outlay: Building	\$	25,000.00
Capital Outlay: Equipment	\$	48,339.56
Debt Service	\$	100,000.00
Dues & Subscriptions	\$	7,800.00
Equipment	\$	10,000.00
First Responders	\$	5,000.00
Insurance/Bonds/Workers Compensation	\$	30,000.00
Miscellaneous	\$	5,000.00
Motor Fuel	\$	20,000.00
Pension Fund	\$	2,000.00
Personnel/Staffing	\$	360,157.86
Repairs & Maintenance: Apparatus	\$	15,000.00
Repairs & Maintenance: Building & Grounds	\$	8,850.00
Repairs & Maintenance: Equipment	\$	5,500.00
Supplies: Kitchen/M Meal Preparation/Janitorial	\$	3,000.00
Supplies: Office (Includes Postage/Printing Expenses)	\$	5,500.00
Training & Fire Prevention Materials	\$	6,500.00
Utilities (Includes Telecommunications Expenses)	\$	20,000.00
Water Point/Supply Construction & Maintenance	\$	1,500.00
TOTAL EXPENDITURES	\$	685,647.42

ASSETS & INVESTMENTS:

Assets (Balance on hand for month prior to budget submission)	\$	133,600.40 -
Investments/Savings/Etc. (Balance on hand for month prior to budget submission)	\$	215,983.63 -

TOTAL ASSETS & INVESTMENTS		\$ 349,584.03 -	
<p>The operational budget for Allen Fire Department is based on an estimated \$624,274,579.00 fire district tax base at \$0.09 per \$100.00 valuation of property. The below signatures certify this budget has been adopted and approved by a majority of the Fire Department Board of Directors.</p>			
			
President, Fire Department Board	Fire Department Chief	Date	Date



CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT .09



Advertising		
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Mailings	\$	-
Newspaper Advertisements	\$	-
	\$	-
	\$	-
	\$	-
Advertising Total Expenditure	\$	-

Audit Services		
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Annual Audit Expense	\$	3,000.00
Secretary/Treasurer	\$	2,000.00
Accounting Fee- Payroll & Quarterly reports	\$	1,500.00
	\$	-
Audit Services Total Expenditure	\$	6,500.00

Capital Outlay: Apparatus		
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	\$	-
	\$	-
	\$	-
	\$	-
Capital Outlay: Apparatus Total Expenditure	\$	-

Capital Outlay: Building		
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Renovation to Firestation		
	\$	25,000.00
	\$	-
	\$	-
	\$	-
Capital Outlay: Building Total Expenditure	\$	25,000.00

Capital Outlay: Equipment (Exceeds \$1,000.00 in Total Value & Follows a Depreciation Schedule)		
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Joining of Radio Contract	\$	48,339.56
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-

Capital Outlay: Equipment Total Expenditure	\$ 48,339.56
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CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Debt Service	
Bank Notes	\$ -
Apparatus Loan Payments	\$ 85,000.00
Building & Grounds Loan Payments	\$ 15,000.00
Equipment Loan Payments	\$ -
	\$ -
	\$ -
Debt Service Total Expenditure	\$ 100,000.00

Dues & Subscriptions	
Cabarrus County Firemen's Association Dues	\$ 250.00
NC Association of Fire Chiefs	\$ 300.00
NC Association of Rescue & EMS	\$ 2,000.00
NC State Firemen's Association	\$ 2,500.00
Chief Mobile Subscription	\$ 690.00
Trade Magazines	\$ 60.00
Cabarrus County & State Benevolent Brotherhood	\$ 1,000.00
Active 911	\$ 1,000.00
Dues & Subscriptions Total Expenditure	\$ 7,800.00

Equipment (General Based Equipment Purchases)	
Annual Turnout Gear replacement	\$ 10,000.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Equipment Total Expenditure	\$ 10,000.00

First Responders	
Basic Medical Supplies	\$ 5,000.00
	\$ -
	\$ -

	\$ -
First Responders Total Expenditure	\$ 5,000.00



CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Insurance/Bonds/Workers Compensation	
Workers Compensation	\$ 8,000.00
Property Liability Equipment & Umbrella	\$ 8,000.00
Buisness Auto	\$ 11,000.00
Cabarrus Blanket Accident & Sickness	\$ 1,750.00
Excess Accident & Sickness	\$ 1,250.00
Insurance/Bonds/Workers Compensation Total Expenditure	\$ 30,000.00

Miscellaneous	
Public Relation Events	\$ 5,000.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Miscellaneous Total Expenditure	\$ 5,000.00

Motor Fuel	
Diesel/Gasoline Road Fuel Expenses	\$ 20,000.00
Diesel/Gasoline Non-Road Fuel Expenses	\$ -
	\$ -
	\$ -
Motor Fuel Total Expenditure	\$ 20,000.00

Pension Fund	
Annual Payment	\$ 2,000.00
	\$ -
	\$ -
	\$ -
Pension Fund Total Expenditure	\$ 2,000.00

Personnel/Staffing	
Paid Full-Time Personnel	\$ -
Paid Part-Time Personnel	\$ 295,157.86
Paid-Per-Call Staffing/Stipend Payments/Reimbursements	\$ 30,000.00
Payroll Expenses/Taxes	\$ 30,000.00
Annual Physicals	\$ -
Drug Testing	\$ -
Uniforms	\$ 5,000.00
	\$ -

	\$ -
	\$ -
Personnel/Staffing Total Expenditure	\$ 360,157.86



CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Repairs & Maintenance: Apparatus	
Annual Apparatus/Vehicle Inspections	\$ -
Annual Pump & Service Testing	\$ 1,000.00
Preventative Maintenance	\$ 14,000.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Repairs & Maintenance: Apparatus Total Expenditure	\$ 15,000.00

Repairs & Maintenance: Building & Grounds	
Building Maintenance	\$ 6,000.00
Garbage Collection	\$ -
Grounds Maintenance	\$ 2,000.00
Annual Ice Machine	\$ 300.00
Annual Back Flow Prevention Test	\$ 100.00
Annual Fire Extinguisher Testing	\$ 150.00
Quarterly Exterminating	\$ 300.00
Repairs & Maintenance: Building & Grounds Total Expenditure	\$ 8,850.00

Repairs & Maintenance: Equipment	
Annual Hose Testing	\$ 2,600.00
Annual Ladder Testing	\$ 250.00
Annual SCBA Testing	\$ 400.00
Equipment Maintenance & Repairs	\$ 500.00
Radio & Pager Equipment Fees/Maintenance	\$ 300.00
Small Engine Equipment Preventative Maintenance & Repairs	\$ 100.00
Annual Hydraulic Tool & Pump Testing	\$ 1,000.00
Annual Voltage Testing on Hydraulic Generator	\$ 350.00
	\$ -
Repairs & Maintenance: Equipment Total Expenditure	\$ 5,500.00

Supplies: Kitchen/M meal Preparation/Janitorial	
Basic Kitchen Supplies	\$ 1,000.00

Janitorial Supplies	\$	2,000.00
Meal Preparation Expenses	\$	-
	\$	-
Supplies: Kitchen/M meal Preparation/Janitorial Total Expenditure	\$	3,000.00



CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Supplies: Office (Includes Postage/Printing Expenses)		
Basic Office Supplies	\$	3,000.00
Postage	\$	100.00
Printing Expenses	\$	200.00
Quickbooks	\$	100.00
Scheduling Software	\$	2,100.00
Supplies: Office (Includes Postage/Printing Expenses) Total Expenditure	\$	5,500.00

Training & Fire Prevention Materials		
Training Course Fees (Including Travel, Lodging, Meals)	\$	6,000.00
Fire Prevention/Education Materials	\$	500.00
	\$	-
	\$	-
Training & Fire Prevention Materials Total Expenditure	\$	6,500.00

Utilities (Includes Telecommunications Expenses)		
Cable Services (Including internet and television)	\$	2,500.00
Electricity	\$	12,000.00
Heating Oil	\$	-
Natural Gas / Propane	\$	2,500.00
Sewer	\$	-
Telephone	\$	-
Water (Domestic)	\$	-
Wireless Services (Including mobile broadband, paging and telephone services)	\$	3,000.00
	\$	-
	\$	-
Utilities (Includes Telecommunications Expenses) Total Expenditure	\$	20,000.00

Water Point/Supply Construction & Maintenance		
Pressurized Hydrant Maintenance	\$	200.00
Water Point/Static Source Construction	\$	800.00
Water Point/Static Source Maintenance	\$	500.00
	\$	-
	\$	-
Water Point/Supply Construction & Maintenance Total Expenditure	\$	1,500.00

Total Itemized Expenditure Report	\$	685,647.42
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Date: January 4, 2022

Financing proposal for: **AT Allen FD**

Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications P-25 site solution in accordance with the terms and conditions outlined below:

Transaction Type: Lease-Purchase Agreement

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: **mooreville**

Amount: \$218,294.75
Down Payment: \$0.00
Balance to Finance: **\$218,294.75**

Equipment: As per the Motorola equipment proposal.

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>	<u>Option Four</u>
Lease Term:	Two Years	Three Years	Four Years	Five Years
Payment Frequency:	Annual	Annual	Annual	Annual
Payment Structure:	Arrears	Arrears	Arrears	Arrears
Lease Rate:	3.46%	3.41%	3.47%	3.49%
Lease Factor:	0.526064	0.356287	0.272047	0.221442
Lease Payment:	\$114,837.11	\$77,775.60	\$59,386.35	\$48,339.56
Payment Commencement:	First payment due one year after contract execution.			

Expiration: This above lease rates and factors are valid for all leases commenced by 6/30/2021

Qualifications: Receipt of a properly executed documentation package.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

Documentation:

- Equipment Lease Purchase Agreement
- Opinion of Counsel
- Schedule A / Equipment List
- Schedule B / Amortization Schedule
- UCC-1
- Certificate of Incumbency
- Statement of Essential Use/Source of Funds
- Evidence of Insurance or Statement of Self Insurance

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,
 Bill Stancik
 Motorola Customer Financing
 847-538-4531


Bill-To:

ALLEN VOLUNTEER FIRE DEPT
4000 HWY 601 S
CONCORD, NC 28025
United States

Ultimate Destination:

ALLEN VOLUNTEER FIRE DEPT
4000 HWY 601 S
CONCORD, NC 28025
United States

Attention:

Name: Matt Pethal
Email: mpethel11@gmail.com

Sales Contact:

Name: Jody Johnson
Email: jodyjohnson@callmc.com
Phone: 7045975220

Contract Number: NC STATE NON Ariba -725G

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	26	H98UCH9PW7BN	APX6000 700/800 MODEL 3.5 PORTABLE	\$4,104.00	\$3,078.00	\$80,028.00
1a	26	Q887AT	ADD: 5Y ESSENTIAL SERVICE	\$170.00	\$170.00	\$4,420.00
1b	26	H38BT	ADD: SMARTZONE OPERATION	\$1,320.00	\$990.00	\$25,740.00
1c	26	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$330.00	\$247.50	\$6,435.00
1d	26	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$567.00	\$425.25	\$11,056.50
1e	26	QA00580AC	ADD: TDMA OPERATION	\$495.00	\$371.25	\$9,652.50
1f	26	QA01767AT	ADD: P25 LINK LAYER AUTHENTICATION	\$110.00	\$82.50	\$2,145.00
1g	26	QA07682AA	ADD: SMARTCONNECT	-	-	-
1h	26	QA09000AA	ADD: DIGITAL TONE SIGNALING	\$165.00	\$123.75	\$3,217.50
1i	26	QA09001AB	ADD: WIFI CAPABILITY	\$330.00	\$247.50	\$6,435.00
1j	26	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	-	-	-
1k	26	QA09008AA	ADD: GROUP SERVICES	\$165.00	\$123.75	\$3,217.50
1l	26	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	-	-	-
1m	26	QA02006AA	ENH: APX6000XE RUGGED RADIO	\$880.00	\$660.00	\$17,160.00
1n	26	QA01427AB	ALT: IMPACT GREEN HOUSING	\$28.00	\$21.00	\$546.00
2	26	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$157.00	\$117.75	\$3,061.50
3	26	PMMN4107C	XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN	\$550.00	\$412.50	\$10,725.00
4	26	PMNN4547A	BATT IMPRES 2 LIION TIA4950 R IP68 3100T	\$169.00	\$126.75	\$3,295.50
5	1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ	\$3,253.00	\$2,439.75	\$2,439.75
5a	1	G67DP	ADD: REMOTE MOUNT APXM	\$327.00	\$245.25	\$245.25
5b	1	GA00318AF	ADD: 5Y ESSENTIAL SERVICE	\$352.00	\$352.00	\$352.00
5c	2	W22BA	ADD: STD PALM MICROPHONE APX	\$79.00	\$59.25	\$118.50
5d	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
5e	1	GA00804AA	ADD: APX O2 CONTROL HEAD	\$541.00	\$405.75	\$405.75
5f	1	GA00092AT	ADD: APXM DUAL CH	\$627.00	\$470.25	\$470.25
5g	2	B18CR	ADD: AUXILIARY SPKR 7.5 WATT	\$66.00	\$49.50	\$99.00
5h	1	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$47.00	\$35.25	\$35.25

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
5i	1	GA00580AA	ADD: TDMA OPERATION APX	\$495.00	\$371.25	\$371.25
5j	1	GA01767AG	APX MOBILE RADIO AUTHENTICATION	\$110.00	\$82.50	\$82.50
5k	1	GA09008AA	ADD: GROUP SERVICES	\$165.00	\$123.75	\$123.75
5l	1	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
5m	1	GA00226AA	ADD: GPS ANTENNA	\$83.00	\$62.25	\$62.25
5n	1	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$330.00	\$247.50	\$247.50
5o	1	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,320.00	\$990.00	\$990.00
5p	1	G806BL	ENH: ASTRO DIGITAL CAI OP APX	\$567.00	\$425.25	\$425.25
5q	1	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	-	-	-
6	6	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ	\$1,858.00	\$1,393.50	\$8,361.00
6a	6	G66BF	ADD: DASH MOUNT O2 APXM	\$138.00	\$103.50	\$621.00
6b	6	GA00318AC	ADD: 5Y ESSENTIAL SERVICE	\$271.00	\$271.00	\$1,626.00
6c	6	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	-	-	-
6d	6	W22BA	ADD: STD PALM MICROPHONE APX	\$79.00	\$59.25	\$355.50
6e	6	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
6f	6	GA00804AA	ADD: APX O2 CONTROL HEAD	\$541.00	\$405.75	\$2,434.50
6g	6	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$47.00	\$35.25	\$211.50
6h	6	GA01339AA	ENH: SW P25 TRUNKING	\$1,177.00	\$882.75	\$5,296.50
6i	6	GA00226AA	ADD: GPS ANTENNA	\$83.00	\$62.25	\$373.50
6j	6	B18CR	ADD: AUXILIARY SPKR 7.5 WATT	\$66.00	\$49.50	\$297.00
6k	6	GA00580AA	ADD: TDMA OPERATION APX	\$495.00	\$371.25	\$2,227.50
6l	6	GA01767AG	APX MOBILE RADIO AUTHENTICATION	\$110.00	\$82.50	\$495.00
6m	6	GA09008AA	ADD: GROUP SERVICES	\$165.00	\$123.75	\$742.50
6n	6	GA01576AB	ADD: SMA TO QMA ADAPTER	-	-	-
7	1650	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$1,650.00

Total Quote in USD

\$218,294.75

PO Issued to Motorola Solutions Inc. must:

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

>Have a PO Number/Contract Number & Date

>Identify "Motorola Solutions Inc." as the Vendor

>Have Payment Terms or Contract Number

>Be issued in the Legal Entity's Name

>Include a Bill-To Address with a Contact Name and Phone Number

>Include a Ship-To Address with a Contact Name and Phone Number

>Include an Ultimate Address (only if different than the Ship-To)

>Be Greater than or Equal to the Value of the Order

>Be in a Non-Editable Format

>Identify Tax Exemption Status (where applicable)

>Include a Signature (as Required)



QUOTATION 171948

CUSTOMER NO.
11180

574 English Road * Rocky Mount, NC 27804
(252) 977-3610 Fax (252) 977-9241

BILL TO:

ALLEN VOLUNTEER FIRE DEPT
4000 HIGHWAY 601 SOUTH
CONCORD, NC 28025

SHIP TO:

ALLEN VOLUNTEER FIRE DEPT
4000 HWY 601 SOUTH
CONCORD, NC 28025

PHONE: 980/521-6013

PAGE 1

FAX: 704/782-0768

DATE		SHIP VIA		F.O.B.		TERMS		ORDER TYPE			
06/02/21		UPS GROUND				NET 30		EP			
PURCHASE ORDER NUMBER			ORDER DATE		SALESPERSON		ORDERED BY		REVISION #		
			06/02/21		188				171948		
QUANTITY			ITEM NUMBER		DESCRIPTION		UNIT PRICE		AMOUNT		
REQUIRED	SHIPPED	B/O									
1			DEX.CUSTOMCOAT		COAT, CUSTOM - PER SPECS. - TECGEN 71		1,725.00		1,725.00		
1			DEX.CUSTOMPANT		PANT, CUSTOM - PER SPECS. - TECGEN 71		1,250.00		1,250.00		
2			MNS.MISCEQUIP		NEED COST, MISCELLANEOUS EQUIP PHYNIX LEATHER HELMET PHE.003DESS		795.00		1,590.00		
THIS DOES NOT INCLUDE FREIGHT AND TAXES.											

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from CW Williams Corporation. All shortages and discrepancies must be reported to CW Williams Corporation within 10 days of receipt of shipment. No cash refunds will be given.



QUOTATION 171948

CUSTOMER NO.
11180

574 English Road * Rocky Mount, NC 27804
(252) 977-3610 Fax (252) 977-9241

BILL TO:

ALLEN VOLUNTEER FIRE DEPT
4000 HIGHWAY 601 SOUTH
CONCORD, NC 28025

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PAGE 1

DATE		SHIP VIA		F.O.B.	TERMS	ORDER TYPE
06/02/21		UPS GROUND			NET 30	EP
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON	ORDERED BY		REVISION #
		06/02/21		188		171948
QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED	B/O				
1			DEX.CUSTOMCOAT	COAT, CUSTOM - PER SPECS. - TECGEN 71	1,430.00	1,430.00
1			DEX.CUSTOMPANT	PANT, CUSTOM - PER SPECS. -	1,030.00	1,030.00
2			MNS.MISCEQUIP	NEED COST, MISCELLANEOUS EQUIP PHYNIX LEATHER HELMET	750.00	1,500.00
THIS DOES NOT INCLUDE FREIGHT AND TAXES.						
Product Total		Discount	Freight	Taxable Amount	Tax	Misc. Amt.
						ORDER TOTAL
						3,960.00

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from CW Williams Corporation. All shortages and discrepancies must be reported to CW Williams Corporation within 10 days of receipt of shipment. No cash refunds will be given.

SOLD TO Allen VEDTHIS IS YOUR INVOICE
Make Check Payable To
BAREFOOT OIL COMPANY OF CONCORDP.O. Box 5046
Concord, North Carolina 28027-5046Address: 754 Concord Parkway North
Telephone: (704) 782-3196
FAX: (704) 782-0215

153995

CUSTOMER #	CREDIT / TERMS	BILL OF LADING	TRUCK	PURCHASE ORDER NO.	DATE		
1725	PAY ON DELIVERY		9		4-8-22		
PRODUCT	OCTANE	GALLONS	PRICE	LESS DISC.	TAX	TOTAL PRICE	AMOUNT
Plus Unleaded Gasoline	89						
Regular Unleaded Gasoline	87						
Premium Unleaded Gasoline	93						
Kerosene	K1						
Fuel Oil / Off Road Diesel / Dyed Diesel	(Non-taxable use - penalty for taxable use)						
Diesel / On Road	(Yes Visible Evidence of Dyes)	350	506.9				1774.15
RECEIVED PAYMENT (CASH)							
						TOTAL	1774.15

FOR EMERGENCY RESPONSE CALL
STAT INCORPORATED
1-800-627-1451THE STATE TAX OR TAXES IMPOSED HEREON HAS BEEN ASSUMED AND WILL BE
PAID BY VENDOR ON OR BEFORE DUE DATE AS REQUIRED BY LAW

FINANCE CHARGE 1½% Per Month, 18% Per Annum

SUBJECT TO
CORRECTION OF
CLERICAL ERRORSGasoline Flammable Liquid-ID# UN1203
Kerosene Combustible Liquid-ID# UN1223
Fuel Oil No. 1, 2, 4, 5, or 6 - Combustible Liquid - ID# NA1993(CHARGE)
THE UNDERSIGNED AGREES TO PAY FOR THE GOODS LISTED HEREON

REC'D BY

FIRM NAME

SOLD TO

Altera VFO

THIS IS YOUR INVOICE

Make Check Payable To
BAREFOOT OIL COMPANY OF CONCORDP.O. Box 5046
Concord, North Carolina 28027-5046Address: 754 Concord Parkway North
Telephone: (704) 782-3196
FAX (704) 782-0215

153585

CUSTOMER #	CREDIT / TERMS	BILL OF LADING	TRUCK	PURCHASE ORDER NO.	DATE		
1925	PAY ON DELIVERY		9		2-24		
PRODUCT	OCTANE	GALLONS	PRICE	LESS	TAX	TOTAL PRICE	AMOUNT
				DISC.	SUPER FUND FED STATE NC SALES TAX		
Plus Unleaded Gasoline	89						
Regular Unleaded Gasoline	87						
Premium Unleaded Gasoline	93						
Kerosene	K1						
Fuel Oil / Off Road Diesel / Dyed Diesel (Non-taxable use - penalty for taxable use)							
Diesel / On Road (No Visible Evidence of Dye)		331.8	3964				73173
RECEIVED PAYMENT (CASH)							
Gasoline Flammable Liquid-ID# UN1203 Kerosene Combustible Liquid-ID# UN1223 Fuel Oil No. 1, 2, 4, 5, or 6 - Combustible Liquid - ID# NA1993						TOTAL	13173

**FOR EMERGENCY RESPONSE CALL
STAT INCORPORATED
1-800-627-1451**

* STATE TAX OR TAXES IMPOSED HEREON HAS BEEN ASSUMED AND WILL BE
BY VENDOR ON OR BEFORE DUE DATE AS REQUIRED BY LAW.

FINANCE CHARGE 1½% Per Month, 18% Per Annum

SUBJECT TO
CORRECTION OF
CLERICAL ERRORS

(CHARGE)
THE UNDERSIGNED AGREES TO PAY FOR THE GOODS LISTED HEREON

REC'D. BY

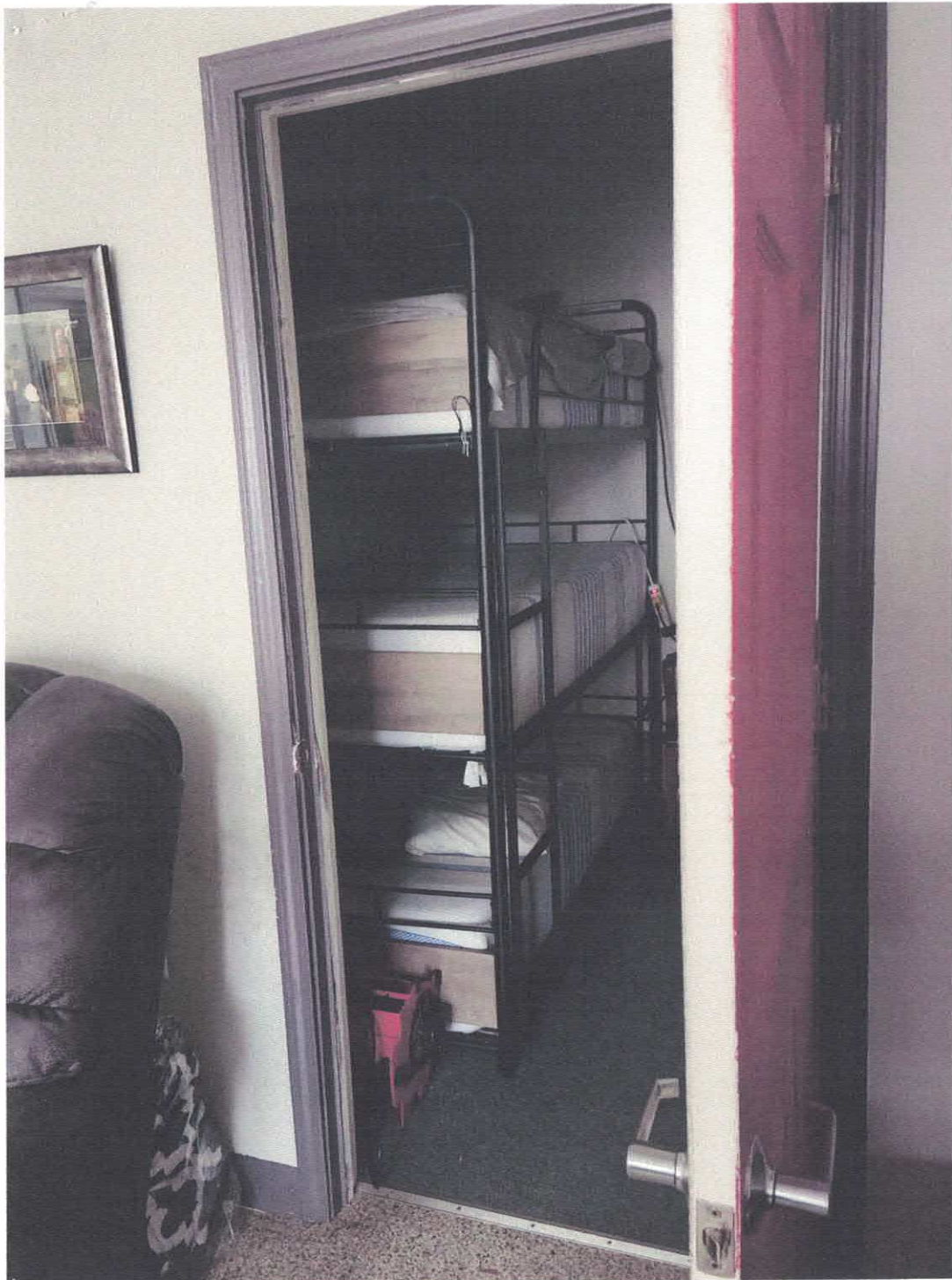
FIRM NAME





Existing BEDROOMS







**CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
PROPOSED FY 2022-2023 BUDGET WORKSHEET**



*With Fire District Changes

REVENUES:

Fire District Tax (Less Cabarrus County 1.5% Collection Fee)	\$	454,265.10
Grants	\$	-
Motor Fuel Tax Reimbursement	\$	-
Other City/Town Support:	\$	-
Other County Support:	\$	-
Other Support:	\$	-
Reserve	\$	-
Sales Tax Reimbursement	\$	102,228.00
Staffing Grant	\$	30,000.00
TOTAL REVENUES	\$	586,493.10

EXPENDITURES:

Advertising	\$	-
Audit Services	\$	6,500.00
Capital Outlay: Apparatus	\$	-
Capital Outlay: Building	\$	-
Capital Outlay: Equipment	\$	15,000.00
Debt Service	\$	100,000.00
Dues & Subscriptions	\$	4,800.00
Equipment	\$	15,000.00
First Responders	\$	5,000.00
Insurance/Bonds/Workers Compensation	\$	28,000.00
Miscellaneous	\$	5,343.10
Motor Fuel	\$	15,000.00
Pension Fund	\$	2,000.00
Personnel/Staffing	\$	330,000.00
Repairs & Maintenance: Apparatus	\$	15,000.00
Repairs & Maintenance: Building & Grounds	\$	8,850.00
Repairs & Maintenance: Equipment	\$	5,500.00
Supplies: Kitchen/M Meal Preparation/Janitorial	\$	3,000.00
Supplies: Office (Includes Postage/Printing Expenses)	\$	5,500.00
Training & Fire Prevention Materials	\$	6,500.00
Utilities (Includes Telecommunications Expenses)	\$	14,000.00
Water Point/Supply Construction & Maintenance	\$	1,500.00
TOTAL EXPENDITURES	\$	586,493.10

ASSETS & INVESTMENTS:

Assets (Balance on hand for month prior to budget submission)	\$	133,600.40
Investments/Savings/Etc. (Balance on hand for month prior to budget submission)	\$	215,983.63
TOTAL ASSETS & INVESTMENTS	\$	349,584.03

The operational budget for Allen Fire Department is based on an estimated \$624,274,579.00 fire district tax base at \$0.075 per \$100.00 valuation of property. The below signatures certify this budget has been adopted and approved by a majority of the Fire Department Board of Directors.

President, Fire Department Board

Date

Fire Department Chief

Date



CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT .075



Advertising		
Mailings	\$	-
Newspaper Advertisements	\$	-
	\$	-
	\$	-
	\$	-
Advertising Total Expenditure	\$	-

Audit Services		
Annual Audit Expense	\$	2,000.00
Secretary/Treasurer	\$	1,500.00
Accounting Fee- Payroll & Quarterly reports	\$	1,200.00
	\$	-
Audit Services Total Expenditure	\$	4,700.00

Capital Outlay: Apparatus		
	\$	-
	\$	-
	\$	-
	\$	-
Capital Outlay: Apparatus Total Expenditure	\$	-

Capital Outlay: Building		
	\$	-
	\$	-
	\$	-
Capital Outlay: Building Total Expenditure	\$	-

Capital Outlay: Equipment (Exceeds \$1,000.00 in Total Value & Follows a Depreciation Schedule)		
Annual Replacement Outdated PPE	\$	15,000.00
Replacement of 4 gas monitors and testing station	\$	7,000.00
Replacement of AED's	\$	5,188.80
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-

Capital Outlay: Equipment Total Expenditure	\$ 27,188.80
--	---------------------



CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Debt Service	
Bank Notes	\$ -
Apparatus Loan Payments	\$ 83,003.52
Building & Grounds Loan Payments	\$ 13,054.92
Equipment Loan Payments	\$ -
	\$ -
	\$ -
Debt Service Total Expenditure	\$ 96,058.44

Dues & Subscriptions	
Cabarrus County Firemen's Association Dues	\$ 250.00
NC Association of Fire Chiefs	\$ 120.00
NC Association of Rescue & EMS	\$ 1,200.00
NC State Firemen's Association	\$ 2,000.00
Chief Mobile Subscription	\$ 500.00
Trade Magazines	\$ 60.00
Cabarrus County & State Benevolent Brotherhood	\$ 700.00
Active 911	\$ 500.00
Dues & Subscriptions Total Expenditure	\$ 5,330.00

Equipment (General Based Equipment Purchases)	
Misc PPE Replacement	\$ 2,000.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Equipment Total Expenditure	\$ 2,000.00

First Responders	
Basic Medical Supplies	\$ 5,000.00
	\$ -
	\$ -

	\$ -
First Responders Total Expenditure	\$ 5,000.00



CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Insurance/Bonds/Workers Compensation	
Workers Compensation	\$ 5,000.00
Property Liability Equipment & Umbrella	\$ 6,000.00
Buisness Auto	\$ 11,000.00
Cabarrus Blanket Accident & Sickness	\$ 1,750.00
Excess Accident & Sickness	\$ 1,250.00
Insurance/Bonds/Workers Compensation Total Expenditure	\$ 25,000.00

Miscellaneous	
Public Relation Events	\$ 4,145.86
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Miscellaneous Total Expenditure	\$ 4,145.86

Motor Fuel	
Diesel/Gasoline Road Fuel Expenses	\$ 15,000.00
Diesel/Gasoline Non-Road Fuel Expenses	\$ -
	\$ -
	\$ -
Motor Fuel Total Expenditure	\$ 15,000.00

Pension Fund	
Annual Payment	\$ 2,000.00
	\$ -
	\$ -
	\$ -
Pension Fund Total Expenditure	\$ 2,000.00

Personnel/Staffing	
Paid Full-Time Personnel	\$ -
Paid Part-Time Personnel	\$ 265,000.00
Paid-Per-Call Staffing/Stipend Payments/Reimbursements	\$ 30,000.00
Payroll Expenses/Taxes	\$ 30,000.00
Annual Physicals	\$ -
Drug Testing	\$ -
Uniforms	\$ 5,000.00
	\$ -

	\$ -
	\$ -
Personnel/Staffing Total Expenditure	\$ 330,000.00



CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Repairs & Maintenance: Apparatus	
Annual Apparatus/Vehicle Inspections	\$ -
Annual Pump & Service Testing	\$ 700.00
Apparatus Repair Supplies	\$ 6,500.00
Preventative Maintenance	\$ 15,000.00
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Repairs & Maintenance: Apparatus Total Expenditure	\$ 22,200.00

Repairs & Maintenance: Building & Grounds	
Building Maintenance	\$ 6,000.00
Garbage Collection	\$ -
Grounds Maintenance	\$ 2,000.00
Annual Ice Machine	\$ 300.00
Annual Back Flow Prevention Test	\$ 100.00
Annual Fire Extinguisher Testing	\$ 150.00
Quarterly Exterminating	\$ 300.00
Repairs & Maintenance: Building & Grounds Total Expenditure	\$ 8,850.00

Repairs & Maintenance: Equipment	
Annual Hose Testing	\$ 2,600.00
Annual Ladder Testing	\$ 250.00
Annual SCBA Testing	\$ 400.00
Equipment Maintenance & Repairs	\$ 500.00
Radio & Pager Equipment Fees/Maintenance	\$ 300.00
Small Engine Equipment Preventative Maintenance & Repairs	\$ 100.00
Annual Hydraulic Tool & Pump Testing	\$ 1,000.00
Annual Voltage Testing on Hydraulic Generator	\$ 350.00
	\$ -
Repairs & Maintenance: Equipment Total Expenditure	\$ 5,500.00

Supplies: Kitchen/M Meal Preparation/Janitorial	
Basic Kitchen Supplies	\$ 1,000.00

Janitorial Supplies	\$	2,000.00
Meal Preparation Expenses	\$	-
	\$	-
Supplies: Kitchen/M meal Preparation/Janitorial Total Expenditure	\$	3,000.00



CABARRUS COUNTY
ALLEN FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Supplies: Office (Includes Postage/Printing Expenses)		
Basic Office Supplies	\$	3,000.00
Postage	\$	100.00
Printing Expenses	\$	200.00
Quickbooks	\$	120.00
Supplies: Office (Includes Postage/Printing Expenses) Total Expenditure	\$	3,420.00

Training & Fire Prevention Materials		
Training Course Fees (Including Travel, Lodging, Meals)	\$	5,000.00
Fire Prevention/Education Materials	\$	400.00
	\$	-
	\$	-
Training & Fire Prevention Materials Total Expenditure	\$	5,400.00

Utilities (Includes Telecommunications Expenses)		
Cable Services (Including internet and television)	\$	2,500.00
Electricity	\$	12,000.00
Heating Oil	\$	-
Natural Gas / Propane	\$	2,500.00
Sewer	\$	-
Telephone	\$	-
Water (Domestic)	\$	-
Wireless Services (Including mobile broadband, paging and telephone services)	\$	3,000.00
	\$	-
	\$	-
Utilities (Includes Telecommunications Expenses) Total Expenditure	\$	20,000.00

Water Point/Supply Construction & Maintenance		
Pressurized Hydrant Maintenance	\$	200.00
Water Point/Static Source Construction	\$	1,000.00
Water Point/Static Source Maintenance	\$	500.00
	\$	-
	\$	-
Water Point/Supply Construction & Maintenance Total Expenditure	\$	1,700.00

Total Itemized Expenditure Report	\$	586,493.10
--	-----------	-------------------



East Gold Hill Volunteer Fire Department

P.O. Box 346

Gold Hill, NC 28071

Station phone (704) 279-8662 Email goldhillfire46@yahoo.com

Matt Brock, chief

Cell (704)232-9852

To Cabarrus County Commissioners

The East Gold Hill Fire Dept would like to raise our Tax Rate from a 0.08 cent To a 0.09 cent per Hundred dollar rate. We strive to provide the best service we can to the Citizens of Gold Hill. We have improved our ISO rating from a 6 to a class 4 over the last year. With cost increases for equipment and staffing rising, as well as shrinking daytime availability of volunteers we feel time has come to ask for a tax increase to help fund some of our needs. We plan on using the extra funds to add one additional part time Firefighter/EMT to our staff. This will allow us to have a full 3 person Engine Crew versus the 2 person crew we currently have. Staffing will consume most of the additional Funds. Some additional Funds will be used for equipment purchases. We have also Purchased a new Fire Engine that is yet to be delivered. We held a required Public Hearing on March 21st, 2022 at 730pm. We have included the minutes from that meeting with this letter. During the Meeting there was no objections noted from the Community. We continue to provide a good service to the citizens at a reasonable cost. Thank You for considering this request and for your continued support of the fire service.

Matt Brock
Chief Gold Hill Fire Dept

Please make sure members have signed in

Opened the meeting Charles Miller

Prayer _____

Minutes: corrections

1.

2.

3.

Changes / corrections

Chief's report

Fire _____

Medical _____

mutual aid _____

Total Calls _____

Rescue 951 _____

Cabarrus _____ Rowan _____

Motion to approve Minutes, treasures report, Chiefs report

Motion _____ seconded _____ Approved

Old Buisness:

Chief Matt Black is asking for a 0.01 cent tax increase to carry on the functions of the dept. The Board of Directors voted & agreed on this on 3/14/22. Five commissioners have approved increase as well.

90% of increase is going toward paid staff

No objections.

Meeting closed



**CABARRUS COUNTY
GOLD HILL FIRE DEPARTMENT
PROPOSED FY 2022-2023 BUDGET WORKSHEET**



REVENUES:

Fire District Tax (Less 1.5% Cabarrus County Collection Fee)	\$	42,776.02
Grants	\$	-
Motor Fuel Tax Reimbursement	\$	-
Other City/Town Support:	\$	-
Other County Support:	\$	121,896.56
Other Support:	\$	-
Reserve		
Sales Tax Reimbursement	\$	9,626.37
Staffing Grant	\$	15,000.00
Fund Balance (Savings Transfer)	\$	65,000.00
TOTAL REVENUES	\$	254,298.95

EXPENDITURES:

Advertising	\$	-
Audit Services	\$	3,600.00
Capital Outlay: Apparatus	\$	-
Capital Outlay: Building	\$	-
Capital Outlay: Equipment DOWN PAYMENT NEW ENGINE 461	\$	65,000.00
Debt Service	\$	40,200.00
Dues & Subscriptions	\$	1,600.00
Equipment	\$	13,611.17
First Responders	\$	2,500.00
Insurance/Bonds/Workers Compensation	\$	23,750.00
Miscellaneous	\$	-
Motor Fuel	\$	9,000.00
Pension Fund	\$	2,200.00
Personnel/Staffing		\$58,537.78
Repairs & Maintenance: Apparatus	\$	12,600.00
Repairs & Maintenance: Building & Grounds	\$	2,400.00
Repairs & Maintenance: Equipment	\$	4,000.00
Supplies: Kitchen/M meal Preparation/Janitorial	\$	500.00
Supplies: Office (Includes Postage/Printing Expenses)	\$	1,400.00
Training & Fire Prevention Materials	\$	1,000.00
Utilities (Includes Telecommunications Expenses)	\$	11,200.00
Water Point/Supply Construction & Maintenance	\$	1,200.00
TOTAL EXPENDITURES	\$	254,298.95

ASSETS & INVESTMENTS:

Assets (Balance on hand for month prior to budget submission)	\$	-
Investments/Savings/Etc. (Balance on hand for month prior to budget submission)	\$	-
TOTAL ASSETS & INVESTMENTS	\$	-

The operational budget for the Gold Hill Fire Department is based on an estimated \$55,110,956 fire district tax base at \$0.08 per \$100.00 valuation of property. The below signatures certify this budget has been adopted and approved by a majority of the Fire Department Board of Directors.

Charles R. Miller
President, Fire Department Board

3-14-22
Date

Math 936
Fire Department Chief

3-14-22
Date



CABARRUS COUNTY
EAST GOLD HILL FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Advertising		
Mailings	\$	-
Newspaper Advertisements	\$	-
	\$	-
	\$	-
	\$	-
Advertising Total Expenditure	\$	-

Audit Services		
Annual Audit Expense	\$	3,600.00
	\$	-
	\$	-
	\$	-
Audit Services Total Expenditure	\$	3,600.00

Capital Outlay: Apparatus		
	\$	65,000.00
	\$	-
	\$	-
	\$	-
Capital Outlay: Apparatus Total Expenditure	\$	65,000.00

Capital Outlay: Building		
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Capital Outlay: Building Total Expenditure	\$	-

Capital Outlay: Equipment (Exceeds \$1,000.00 in Total Value & Follows a Depreciation Schedule)		
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Capital Outlay: Equipment Total Expenditure	\$	-



CABARRUS COUNTY
EAST GOLD HILL FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Debt Service		
Bank Notes	\$	-
Apparatus Loan Payments	\$	40,200.00
Building Loan Payments	\$	-
Equipment Loan Payments	\$	-
	\$	-
	\$	-
Debt Service Total Expenditure	\$	40,200.00

Dues & Subscriptions		
Active 911 Subscription	\$	500.00
Cabarrus County Firemen's Association Dues	\$	150.00
NC Association of Fire Chiefs	\$	-
NC Association of Rescue & EMS	\$	-
NC State Firefighter's Association	\$	800.00
Scheduling Software	\$	-
Trade Magazines	\$	-
	\$	150.00
	\$	-
	\$	-
	\$	-
Dues & Subscriptions Total Expenditure	\$	1,600.00

Equipment (General Based Equipment Purchases)		
Structural Turnout Gear Ensembles	\$	6,000.00
MISC EQUIPMENT	\$	7,611.17
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Equipment Total Expenditure	\$	13,611.17

First Responders		
Basic Medical Supplies	\$	2,500.00
	\$	-
	\$	-
	\$	-
First Responders Total Expenditure	\$	2,500.00



CABARRUS COUNTY
EAST GOLD HILL FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Insurance/Bonds/Workers Compensation	
---	--

Accident & Sickness Policy	\$ -
Auto Renewal Policy	\$ 20,000.00
General Property & Liability Renewal Policy	\$ -
Workers Compensation	\$ 3,750.00
	\$ -
Insurance/Bonds/Workers Compensation Total Expenditure	\$ 23,750.00

Miscellaneous	
----------------------	--

Department/Membership Awards & Recognition Expenses	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Miscellaneous Total Expenditure	\$ -

Motor Fuel	
-------------------	--

Diesel/Gasoline Road Fuel Expenses	\$ 9,000.00
Diesel/Gasoline Non-Road Fuel Expenses	\$ -
	\$ -
	\$ -
Motor Fuel Total Expenditure	\$ 9,000.00

Pension Fund	
---------------------	--

	\$ 2,200.00
	\$ -
Pension Fund Total Expenditure	\$ 2,200.00

Personnel/Staffing	
---------------------------	--

Paid Full-Time Personnel	\$ -
Paid Part-Time Personnel	\$ 41,952.00
Paid-Per-Call Staffing/Stipend Payments/Reimbursements	\$ 9,000.00
Payroll Expenses/Taxes	\$ 3,900.00
Annual Physicals	\$ 200.00
Drug Testing	\$ 200.00
Uniforms	\$ 350.00
Misc	\$ 298.78
SOCIAL SECURITY MEDICARE TAX	\$ 2,637.00
	\$ -
	\$ -
	\$ -
Personnel/Staffing Total Expenditure	\$ 58,537.78



CABARRUS COUNTY
EAST GOLD HILL FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT

**Repairs & Maintenance: Apparatus**

Annual Apparatus/Vehicle Inspections	\$	1,000.00
Annual Pump & Service Testing	\$	1,000.00
Apparatus & Repair Supplies	\$	8,600.00
Preventative Maintenance & General Repairs	\$	2,000.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Repairs & Maintenance: Apparatus Total Expenditure	\$	12,600.00

Repairs & Maintenance: Building & Grounds

Building Maintenance	\$	1,800.00
Garbage Collection	\$	600.00
Grounds Maintenance	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Repairs & Maintenance: Building & Grounds Total Expenditure	\$	2,400.00

Repairs & Maintenance: Equipment

Annual Hose Testing	\$	1,300.00
Annual Ladder Testing	\$	600.00
Annual SCBA Testing	\$	1,100.00
Equipment Maintenance & Repairs	\$	-
Radio & Pager Equipment Fees/Maintenance	\$	1,000.00
Small Engine Equipment Preventative Maintenance & Repairs	\$	-
	\$	-
	\$	-
	\$	-
Repairs & Maintenance: Equipment Total Expenditure	\$	4,000.00

Supplies: Kitchen/M Meal Preparation/Janitorial

Basic Kitchen Supplies	\$	200.00
Janitorial Supplies	\$	300.00
Meal Preparation Expenses	\$	-
	\$	-
Supplies: Kitchen/M Meal Preparation/Janitorial Total Expenditure	\$	500.00



CABARRUS COUNTY
EAST GOLD HILL FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Supplies: Office (Includes Postage/Printing Expenses)	
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Basic Office Supplies	\$	700.00
Postage	\$	400.00
Printing Expenses	\$	300.00
	\$	-
	\$	-
Supplies: Office (Includes Postage/Printing Expenses) Total Expenditure	\$	1,400.00

Training & Fire Prevention Materials	
---	--

Training Course Fees (Including Travel, Lodging, Meals)	\$	500.00
Fire Prevention/Education Materials	\$	500.00
	\$	-
	\$	-
Training & Fire Prevention Materials Total Expenditure	\$	1,000.00

Utilities (Includes Telecommunications Expenses)	
---	--

Cable Services (Including internet and television)	\$	-
Electricity	\$	4,600.00
Heating Oil	\$	-
Natural Gas / Propane	\$	3,600.00
Sewer	\$	-
Telephone	\$	3,000.00
Water (Domestic)	\$	-
Wireless Services (Including mobile broadband, paging and telephone services)	\$	-
	\$	-
	\$	-
Utilities (Includes Telecommunications Expenses) Total Expenditure	\$	11,200.00

Water Point/Supply Construction & Maintenance	
--	--

Pressurized Hydrant Maintenance	\$	-
Water Point/Static Source Construction	\$	1,000.00
Water Point/Static Source Maintenance	\$	200.00
	\$	-
	\$	-
Water Point/Supply Construction & Maintenance Total Expenditure	\$	1,200.00

Total Itemized Expenditure Report	\$	254,298.95
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**CABARRUS COUNTY
GOLD HILL FIRE DEPARTMENT
PROPOSED FY 2022-2023 BUDGET WORKSHEET**



REVENUES:

Fire District Tax (Less 1.5% Cabarrus County Collection Fee)	\$ 48,123.02
Grants	\$ -
Motor Fuel Tax Reimbursement	\$ -
Other City/Town Support:	\$ -
Other County Support:	\$ 136,191.22
Other Support:	\$ -
Reserve	\$ -
Sales Tax Reimbursement	\$ 10,829.67
Staffing Grant	\$ 15,000.00
Fund Balance (Savings Transfer)	\$ 65,000.00
TOTAL REVENUES	\$ 275,143.91

EXPENDITURES:

Advertising	\$ -
Audit Services	\$ 3,600.00
Capital Outlay: Apparatus	\$ -
Capital Outlay: Building	\$ -
Capital Outlay: Equipment DOWN PAYMENT NEW ENGINE 461	\$ 65,000.00
Debt Service	\$ 40,200.00
Dues & Subscriptions	\$ 1,600.00
Equipment	\$ -20,000.00
First Responders	\$ 2,500.00
Insurance/Bonds/Workers Compensation	\$ 23,750.00
Miscellaneous	\$ -
Motor Fuel	\$ 9,000.00
Pension Fund	\$ 2,200.00
Personnel/Staffing	\$ 72,993.91
Repairs & Maintenance: Apparatus	\$ 12,600.00
Repairs & Maintenance: Building & Grounds	\$ 2,400.00
Repairs & Maintenance: Equipment	\$ 4,000.00
Supplies: Kitchen/Meal Preparation/Janitorial	\$ 500.00
Supplies: Office (Includes Postage/Printing Expenses)	\$ 1,400.00
Training & Fire Prevention Materials	\$ 1,000.00
Utilities (Includes Telecommunications Expenses)	\$ 11,200.00
Water Point/Supply Construction & Maintenance	\$ 1,200.00
TOTAL EXPENDITURES	\$ 275,143.91

ASSETS & INVESTMENTS:

Assets (Balance on hand for month prior to budget submission)	\$ -
Investments/Savings/Etc. (Balance on hand for month prior to budget submission)	\$ -
TOTAL ASSETS & INVESTMENTS	\$ -

The operational budget for the Gold Hill Fire Department is based on an estimated \$55,110,956 fire district tax base at \$0.09 per \$100.00 valuation of property. The below signatures certify this budget has been adopted and approved by a majority of the Fire Department Board of Directors.

Charles R. Miller 3-14-22
President, Fire Department Board Date

Mark B. B. 3-14-22
Fire Department Chief Date



CABARRUS COUNTY
EAST GOLD HILL FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Advertising		
Mailings	\$	-
Newspaper Advertisements	\$	-
	\$	-
	\$	-
	\$	-
Advertising Total Expenditure	\$	-

Audit Services		
Annual Audit Expense	\$	3,600.00
	\$	-
	\$	-
	\$	-
Audit Services Total Expenditure	\$	3,600.00

Capital Outlay: Apparatus		
	\$	65,000.00
	\$	-
	\$	-
	\$	-
Capital Outlay: Apparatus Total Expenditure	\$	65,000.00

Capital Outlay: Building		
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Capital Outlay: Building Total Expenditure	\$	-

Capital Outlay: Equipment (Exceeds \$1,000.00 in Total Value & Follows a Depreciation Schedule)		
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Capital Outlay: Equipment Total Expenditure	\$	-



CABARRUS COUNTY
EAST GOLD HILL FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Debt Service		
Bank Notes	\$	-
Apparatus Loan Payments	\$	40,200.00
Building Loan Payments	\$	-
Equipment Loan Payments	\$	-
	\$	-
	\$	-
Debt Service Total Expenditure	\$	40,200.00

Dues & Subscriptions		
Active 911 Subscription	\$	500.00
Cabarrus County Firemen's Association Dues	\$	150.00
NC Association of Fire Chiefs	\$	-
NC Association of Rescue & EMS	\$	-
NC State Firefighter's Association	\$	800.00
Scheduling Software	\$	-
Trade Magazines	\$	-
	\$	150.00
	\$	-
	\$	-
	\$	-
Dues & Subscriptions Total Expenditure	\$	1,600.00

Equipment (General Based Equipment Purchases)		
Structural Turnout Gear Ensembles	\$	12,000.00
MISC EQUIPMENT	\$	8,000.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Equipment Total Expenditure	\$	20,000.00

First Responders		
Basic Medical Supplies	\$	2,500.00
	\$	-
	\$	-
	\$	-
First Responders Total Expenditure	\$	2,500.00



CABARRUS COUNTY
EAST GOLD HILL FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Insurance/Bonds/Workers Compensation		
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Accident & Sickness Policy	\$	-
Auto Renewal Policy	\$	20,000.00
General Property & Liability Renewal Policy	\$	-
Workers Compensation	\$	3,750.00
	\$	-
Insurance/Bonds/Workers Compensation Total Expenditure	\$	23,750.00

Miscellaneous		
----------------------	--	--

Department/Membership Awards & Recognition Expenses	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Miscellaneous Total Expenditure	\$	-

Motor Fuel		
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Diesel/Gasoline Road Fuel Expenses	\$	9,000.00
Diesel/Gasoline Non-Road Fuel Expenses	\$	-
	\$	-
	\$	-
Motor Fuel Total Expenditure	\$	9,000.00

Pension Fund		
---------------------	--	--

	\$	2,200.00
	\$	-
Pension Fund Total Expenditure	\$	2,200.00

Personnel/Staffing		
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Paid Full-Time Personnel	\$	-
Paid Part-Time Personnel	\$	54,903.30
Paid-Per-Call Staffing/Stipend Payments/Reimbursements	\$	9,000.00
Payroll Expenses/Taxes	\$	3,900.00
Annual Physicals	\$	200.00
Drug Testing	\$	200.00
Uniforms	\$	341.00
Misc	\$	340.61
SOCIAL SECURITY MEDICARE TAX	\$	4,109.00
	\$	-
	\$	-
	\$	-
Personnel/Staffing Total Expenditure	\$	72,993.91



CABARRUS COUNTY
EAST GOLD HILL FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT

**Repairs & Maintenance: Apparatus**

Annual Apparatus/Vehicle Inspections	\$	1,000.00
Annual Pump & Service Testing	\$	1,000.00
Apparatus & Repair Supplies	\$	8,600.00
Preventative Maintenance & General Repairs	\$	2,000.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Repairs & Maintenance: Apparatus Total Expenditure	\$	12,600.00

Repairs & Maintenance: Building & Grounds

Building Maintenance	\$	1,800.00
Garbage Collection	\$	600.00
Grounds Maintenance	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Repairs & Maintenance: Building & Grounds Total Expenditure	\$	2,400.00

Repairs & Maintenance: Equipment

Annual Hose Testing	\$	1,300.00
Annual Ladder Testing	\$	600.00
Annual SCBA Testing	\$	1,100.00
Equipment Maintenance & Repairs	\$	-
Radio & Pager Equipment Fees/Maintenance	\$	1,000.00
Small Engine Equipment Preventative Maintenance & Repairs	\$	-
	\$	-
	\$	-
	\$	-
Repairs & Maintenance: Equipment Total Expenditure	\$	4,000.00

Supplies: Kitchen/M Meal Preparation/Janitorial

Basic Kitchen Supplies	\$	200.00
Janitorial Supplies	\$	300.00
Meal Preparation Expenses	\$	-
	\$	-
Supplies: Kitchen/M Meal Preparation/Janitorial Total Expenditure	\$	500.00



CABARRUS COUNTY
EAST GOLD HILL FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Supplies: Office (Includes Postage/Printing Expenses)	
--	--

Basic Office Supplies	\$ 700.00
Postage	\$ 400.00
Printing Expenses	\$ 300.00
	\$ -
	\$ -
Supplies: Office (Includes Postage/Printing Expenses) Total Expenditure	\$ 1,400.00

Training & Fire Prevention Materials	
---	--

Training Course Fees (Including Travel, Lodging, Meals)	\$ 500.00
Fire Prevention/Education Materials	\$ 500.00
	\$ -
	\$ -
Training & Fire Prevention Materials Total Expenditure	\$ 1,000.00

Utilities (Includes Telecommunications Expenses)	
---	--

Cable Services (Including internet and television)	\$ -
Electricity	\$ 4,600.00
Heating Oil	\$ -
Natural Gas / Propane	\$ 3,600.00
Sewer	\$ -
Telephone	\$ 3,000.00
Water (Domestic)	\$ -
Wireless Services (Including mobile broadband, paging and telephone services)	\$ -
	\$ -
	\$ -
Utilities (Includes Telecommunications Expenses) Total Expenditure	\$ 11,200.00

Water Point/Supply Construction & Maintenance	
--	--

Pressurized Hydrant Maintenance	\$ -
Water Point/Static Source Construction	\$ 1,000.00
Water Point/Static Source Maintenance	\$ 200.00
	\$ -
	\$ -
Water Point/Supply Construction & Maintenance Total Expenditure	\$ 1,200.00

Total Itemized Expenditure Report
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\$ 275,143.91



FLOWES STORE FIRE DEPARTMENT

8623 Flowes Store Road
Concord, North Carolina 28025

April 11, 2022

Cabarrus County Commissioners,

Flowes Store Volunteer Fire Department is asking to increase our fire tax rate from .07/100 to .14/100. The reason for the increase is to make up for revenue lost as a result of the fire district changes voted on in March.

Before district changes were made the projected 2022-2023 budget at .07/100 for Flowes Store VFD was \$592,316 which included funding for opening a second fire station, funding current staffing, and adding some additional staffing. The budget with district changes went down to \$265,236 which is a 55% decrease. This dramatic decrease in funding would force our department to cut staffing and would lead to longer response times for certain parts of the day.

The proposed 2022-2023 budget for Flowes Store VFD at .14/100 will allow us to continue staffing the fire station 24/7/365 and also maintain current level of service. Funding for the second fire station, additional staffing, and other less essential funding was cut from the budget for 2022-2023.

We as the leaders of Flowes Store VFD do not take this decision lightly as we have worked hard over the years to maintain a low fire tax rate and still provide a good service to the community. Flowes Store VFD still has a community to serve and we want to continue to provide the level of service they deserve.

Respectfully,

Joey Houston

Fire Chief

Flowes Store VFD



**CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
PROPOSED FY 2022-2023 BUDGET WORKSHEET**



*With Changes to District

REVENUES:

Fire District Tax (Less 1.5% Cabarrus County Collection Fee)	\$	384,047.00
Grants	\$	-
Motor Fuel Tax Reimbursement	\$	-
Other City/Town Support:	\$	-
Other County Support:	\$	-
Other Support:	\$	-
Reserve	\$	-
Sales Tax Reimbursement	\$	43,213.00
Staffing Grant	\$	30,000.00
TOTAL REVENUES	\$	457,260.00


EXPENDITURES:


Advertising	\$	300.00
Audit Services	\$	2,500.00
Capital Outlay: Apparatus	\$	-
Capital Outlay: Building	\$	-
Capital Outlay: Equipment	\$	-
Debt Service	\$	72,273.21
Dues & Subscriptions	\$	3,890.00
Equipment	\$	15,000.00
First Responders	\$	4,000.00
Insurance/Bonds/Workers Compensation	\$	26,800.00
Miscellaneous	\$	796.79
Motor Fuel	\$	8,700.00
Pension Fund	\$	2,000.00
Personnel/Staffing	\$	259,000.00
Repairs & Maintenance: Apparatus	\$	20,000.00
Repairs & Maintenance: Building & Grounds	\$	8,000.00
Repairs & Maintenance: Equipment	\$	7,000.00
Supplies: Kitchen/Meal Preparation/Janitorial	\$	2,000.00
Supplies: Office (Includes Postage/Printing Expenses)	\$	1,500.00
Training & Fire Prevention Materials	\$	5,500.00
Utilities (Includes Telecommunications Expenses)	\$	18,000.00
Water Point/Supply Construction & Maintenance	\$	-
TOTAL EXPENDITURES	\$	457,260.00

ASSETS & INVESTMENTS:

Assets (Balance on hand for month prior to budget submission)	\$	423,726.93
Investments/Savings/Etc. (Balance on hand for month prior to budget submission)	\$	-
TOTAL ASSETS & INVESTMENTS	\$	423,726.93

The operational budget for the Flowes Store Fire Department is based on an estimated \$282,737,885 fire district tax base at \$0.14 per \$100.00 valuation of property. The below signatures certify this budget has been adopted and approved by a majority of the Fire Department Board of Directors.

 4/11/22
President, Fire Department Board Date

 4/11/2022
Fire Department Chief Date



CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Advertising		
Mailings	\$	-
Newspaper Advertisements	\$	200.00
Online advertisement	\$	100.00
	\$	-
	\$	-
Advertising Total Expenditure	\$	300.00

Audit Services		
Annual Audit Expense	\$	2,500.00
	\$	-
	\$	-
	\$	-
Audit Services Total Expenditure	\$	2,500.00

Capital Outlay: Apparatus		
	\$	-
	\$	-
	\$	-
	\$	-
Capital Outlay: Apparatus Total Expenditure	\$	-

Capital Outlay: Building		
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Capital Outlay: Building Total Expenditure	\$	-

Capital Outlay: Equipment (Exceeds \$1,000.00 in Total Value & Follows a Depreciation Schedule)		
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Capital Outlay: Equipment Total Expenditure	\$	-



CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Debt Service		
Bank Notes	\$	-
Apparatus Loan Payments	\$	72,273.21
Building Loan Payments	\$	-
Equipment Loan Payments	\$	-
	\$	-
	\$	-
Debt Service Total Expenditure	\$	72,273.21

Dues & Subscriptions		
Active 911 Subscription	\$	500.00
Cabarrus County Firemen's Association Dues	\$	400.00
NC Association of Fire Chiefs	\$	90.00
NC Association of Rescue & EMS	\$	350.00
NC State Firefighter's Association	\$	800.00
Scheduling Software	\$	1,500.00
Trade Magazines	\$	-
Email service	\$	250.00
	\$	-
	\$	-
	\$	-
Dues & Subscriptions Total Expenditure	\$	3,890.00

Equipment (General Based Equipment Purchases)		
Structural Turnout Gear Ensembles	\$	15,000.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Equipment Total Expenditure	\$	15,000.00

First Responders		
Basic Medical Supplies	\$	4,000.00
	\$	-
	\$	-
	\$	-
First Responders Total Expenditure	\$	4,000.00



CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Insurance/Bonds/Workers Compensation		
Accident & Sickness Policy	\$	2,300.00
Auto Renewal Policy	\$	10,000.00
General Property & Liability Renewal Policy	\$	7,500.00
Workers Compensation	\$	7,000.00
	\$	-
Insurance/Bonds/Workers Compensation Total Expenditure	\$	26,800.00

Miscellaneous		
Department/Membership Awards & Recognition Expenses	\$	796.79
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Miscellaneous Total Expenditure	\$	796.79

Motor Fuel		
Diesel/Gasoline Road Fuel Expenses	\$	7,900.00
Diesel/Gasoline Non-Road Fuel Expenses	\$	800.00
	\$	-
	\$	-
Motor Fuel Total Expenditure	\$	8,700.00

Pension Fund		
NCFR Pension Fund	\$	2,000.00
	\$	-
Pension Fund Total Expenditure	\$	2,000.00

Personnel/Staffing		
Paid Full-Time Personnel	\$	-
Paid Part-Time Personnel (1- 24/7/365, 1- 20/7/365)	\$	170,000.00
Paid-Per-Call Staffing/Stipend Payments/Reimbursements	\$	20,000.00
Payroll Expenses/Taxes	\$	69,000.00
Annual Physicals	\$	-
Drug Testing	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Personnel/Staffing Total Expenditure	\$	259,000.00



CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Repairs & Maintenance: Apparatus		
Annual Apparatus/Vehicle Inspections	\$	800.00
Annual Pump & Service Testing	\$	1,200.00
Apparatus & Repair Supplies	\$	-
Preventative Maintenance & General Repairs	\$	18,000.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Repairs & Maintenance: Apparatus Total Expenditure	\$	20,000.00

Repairs & Maintenance: Building & Grounds		
Building Maintenance	\$	6,000.00
	\$	-
Grounds Maintenance	\$	2,000.00
	\$	-
	\$	-
	\$	-
	\$	-
Repairs & Maintenance: Building & Grounds Total Expenditure	\$	8,000.00

Repairs & Maintenance: Equipment		
Annual Hose Testing	\$	-
Annual Ladder Testing	\$	800.00
Annual SCBA Testing	\$	800.00
Equipment Maintenance & Repairs	\$	2,000.00
Radio & Pager Equipment Fees/Maintenance	\$	2,700.00
Small Engine Equipment Preventative Maintenance & Repairs	\$	700.00
	\$	-
	\$	-
	\$	-
Repairs & Maintenance: Equipment Total Expenditure	\$	7,000.00

Supplies: Kitchen/M Meal Preparation/Janitorial		
Basic Kitchen Supplies	\$	300.00
Janitorial Supplies	\$	1,700.00
Meal Preparation Expenses	\$	-
	\$	-
Supplies: Kitchen/M Meal Preparation/Janitorial Total Expenditure	\$	2,000.00



CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Supplies: Office (Includes Postage/Printing Expenses)		
Basic Office Supplies	\$	1,000.00
Postage	\$	100.00
Printing Expenses	\$	400.00
	\$	-
	\$	-
Supplies: Office (Includes Postage/Printing Expenses) Total Expenditure	\$	1,500.00

Training & Fire Prevention Materials		
Training Course Fees (Including Travel, Lodging, Meals)	\$	2,000.00
Fire Prevention/Education Materials	\$	200.00
Uniforms	\$	3,300.00
	\$	-
Training & Fire Prevention Materials Total Expenditure	\$	5,500.00

Utilities (Includes Telecommunications Expenses)		
Cable Services (Including internet and television)	\$	4,000.00
Electricity	\$	8,000.00
Heating Oil/Natural Gas / Propane	\$	5,100.00
Wireless Services (Including mobile broadband, paging and telephone services)	\$	900.00
Sewer	\$	-
Telephone	\$	-
Water (Domestic)	\$	-
	\$	-
	\$	-
	\$	-
Utilities (Includes Telecommunications Expenses) Total Expenditure	\$	18,000.00

Water Point/Supply Construction & Maintenance		
Pressurized Hydrant Maintenance	\$	-
Water Point/Static Source Construction	\$	-
Water Point/Static Source Maintenance	\$	-
	\$	-
	\$	-
Water Point/Supply Construction & Maintenance Total Expenditure	\$	-

Total Itemized Expenditure Report	\$	457,260.00
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**CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
PROPOSED FY 2022-2023 BUDGET WORKSHEET**



*With Changes to District

REVENUES:

Fire District Tax (Less 1.5% Cabarrus County Collection Fee)	\$	192,023.56
Grants	\$	-
Motor Fuel Tax Reimbursement	\$	-
Other City/Town Support:	\$	-
Other County Support:	\$	-
Other Support:	\$	-
Reserve	\$	-
Sales Tax Reimbursement	\$	43,213.00
Staffing Grant	\$	30,000.00
TOTAL REVENUES	\$	265,236.56

EXPENDITURES:

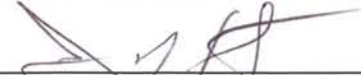
Advertising	\$	300.00
Audit Services	\$	2,500.00
Capital Outlay: Apparatus	\$	-
Capital Outlay: Building	\$	-
Capital Outlay: Equipment	\$	-
Debt Service	\$	72,273.21
Dues & Subscriptions	\$	3,890.00
Equipment	\$	16,000.00
First Responders	\$	4,000.00
Insurance/Bonds/Workers Compensation	\$	25,300.00
Miscellaneous	\$	673.35
Motor Fuel	\$	9,000.00
Pension Fund	\$	2,500.00
Personnel/Staffing	\$	66,000.00
Repairs & Maintenance: Apparatus	\$	22,000.00
Repairs & Maintenance: Building & Grounds	\$	8,000.00
Repairs & Maintenance: Equipment	\$	8,300.00
Supplies: Kitchen/Meal Preparation/Janitorial	\$	1,700.00
Supplies: Office (Includes Postage/Printing Expenses)	\$	1,700.00
Training & Fire Prevention Materials	\$	3,100.00
Utilities (Includes Telecommunications Expenses)	\$	18,000.00
Water Point/Supply Construction & Maintenance	\$	-
TOTAL EXPENDITURES	\$	265,236.56

ASSETS & INVESTMENTS:

Assets (Balance on hand for month prior to budget submission)	\$	423,726.93
Investments/Savings/Etc. (Balance on hand for month prior to budget submission)	\$	-
TOTAL ASSETS & INVESTMENTS	\$	423,726.93

operational budget for the Flowes Store Fire Department is based on an estimated \$282,737,885 fire district tax \$0.07 per \$100.00 valuation of property. The below signatures certify this budget has been adopted and approved by a majority of the Fire Department Board of Directors.

 4/7/22
President, Fire Department Board Date


Fire Department Chief

4/11/2022
Date



CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT

**Advertising**

Mailings	
Newspaper Advertisements	\$ 100.00
Online advertisement	\$ 200.00
	\$ -
	\$ -
Advertising Total Expenditure	\$ 300.00

Audit Services

Annual Audit Expense	\$ 2,500.00
	\$ -
	\$ -
	\$ -
Audit Services Total Expenditure	\$ 2,500.00

Capital Outlay: Apparatus

	\$ -
	\$ -
	\$ -
	\$ -
Capital Outlay: Apparatus Total Expenditure	\$ -

Capital Outlay: Building

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Capital Outlay: Building Total Expenditure	\$ -

Capital Outlay: Equipment (Exceeds \$1,000.00 in Total Value & Follows a Depreciation Schedule)

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Capital Outlay: Equipment Total Expenditure	\$ -



CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT

**Debt Service**

Bank Notes	\$	-
Apparatus Loan Payments	\$	72,273.21
Building Loan Payments		
Equipment Loan Payments	\$	-
	\$	-
	\$	-
Debt Service Total Expenditure	\$	72,273.21

Dues & Subscriptions

Active 911 Subscription	\$	500.00
Cabarrus County Firemen's Association Dues	\$	400.00
NC Association of Fire Chiefs	\$	90.00
NC Association of Rescue & EMS	\$	350.00
NC State Firefighter's Association	\$	800.00
Software for Scheduling / Payroll / Training / Truck Check Off / Inventory	\$	1,500.00
Email service	\$	250.00
	\$	-
	\$	-
	\$	-
	\$	-
Dues & Subscriptions Total Expenditure	\$	3,890.00

Equipment (General Based Equipment Purchases)

Structural Turnout Gear Ensembles	\$	12,000.00
Fire hose and misc. Equipment items needed	\$	4,000.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Equipment Total Expenditure	\$	16,000.00

First Responders

Basic Medical Supplies	\$	4,000.00
	\$	-
	\$	-
	\$	-
First Responders Total Expenditure	\$	4,000.00



CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



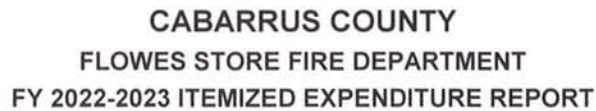
Insurance/Bonds/Workers Compensation		
Accident & Sickness Policy	\$	2,300.00
Auto Renewal Policy	\$	11,000.00
General Property & Liability Renewal Policy	\$	8,000.00
Workers Compensation	\$	4,000.00
	\$	-
Insurance/Bonds/Workers Compensation Total Expenditure	\$	25,300.00

Miscellaneous		
Misc. expenses	\$	673.35
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Miscellaneous Total Expenditure	\$	673.35

Motor Fuel		
Diesel/Gasoline Road Fuel Expenses	\$	8,000.00
Diesel/Gasoline Non-Road Fuel Expenses	\$	1,000.00
	\$	-
	\$	-
Motor Fuel Total Expenditure	\$	9,000.00

Pension Fund		
	\$	2,500.00
	\$	-
Pension Fund Total Expenditure	\$	2,500.00

Personnel/Staffing		
Paid Full-Time Personnel	\$	-
Paid Part-Time Personnel (1 personnel 45 hours/week)	\$	35,000.00
Paid-Per-Call Staffing/Stipend Payments/Reimbursements	\$	20,000.00
Payroll Taxes/Expenses	\$	11,000.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
Personnel/Staffing Total Expenditure	\$	66,000.00





CABARRUS COUNTY
FLOWES STORE FIRE DEPARTMENT
FY 2022-2023 ITEMIZED EXPENDITURE REPORT



Supplies: Office (Includes Postage/Printing Expenses)	
--	--

Basic Office Supplies	\$ 800.00
Postage	\$ 100.00
Printing Expenses	\$ 800.00
	\$ -
	\$ -
Supplies: Office (Includes Postage/Printing Expenses) Total Expenditure	\$ 1,700.00

Training & Fire Prevention Materials	
---	--

Training Course Fees (Including Travel, Lodging, Meals)	\$ 1,000.00
Fire Prevention/Education Materials	\$ 100.00
Uniforms	\$ 2,000.00
	\$ -
Training & Fire Prevention Materials Total Expenditure	\$ 3,100.00

Utilities (Includes Telecommunications Expenses)	
---	--

Cable Services (Including internet, phone, and television)	\$ 2,800.00
Electricity	\$ 8,000.00
	\$ -
Natural Gas / Propane/Heating Oil	\$ 4,500.00
trash service	\$ 1,800.00
	\$ -
Wireless Services (Including mobile broadband, paging and telephone services)	\$ 900.00
	\$ -
	\$ -
Utilities (Includes Telecommunications Expenses) Total Expenditure	\$ 18,000.00

Water Point/Supply Construction & Maintenance	
--	--

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Water Point/Supply Construction & Maintenance Total Expenditure	\$ -

Total Itemized Expenditure Report	\$ 265,236.56
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CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Human Resources - Public Safety Market Study

BRIEF SUMMARY:

Catapult compensation professional Becky Drozdz will share results of a compensation study for the Sheriff's Office, Emergency Management and Emergency Medical Services (EMS) departments including recommendations for adjustments as indicated by market data. This project was funded in the FY22 budget.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Lundee Covington, Human Resources Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Proposed Classifications - Pay Grade Changes
- ▣ PowerPoint Presentation

PROPOSED RECLASSIFICATIONS - PAY GRADE CHANGES				RANGES PRIOR TO COLA					
Current				New					
Classification Title	Grade	Minimum	Maximum	Classification Retitle/Notes	Number of Employees	Number of Positions	Grade	Minimum	Maximum
EMERGENCY MEDICAL SERVICES									
EMS Chief	30	\$85,987.20	\$133,993.60		1	1	31	\$90,272.00	\$140,649.60
Fire Marshal	22	\$58,198.40	\$90,688.00		1	1	24	\$64,168.00	\$100,048.00
Fire Captain	17	\$45,611.80	\$71,049.68		3	3	19	\$50,297.00	\$78,325.52
SHERIFF									
Digital Evidence Technician	19	\$50,294.40	\$78,332.80		2	2	21	\$55,411.20	\$86,424.00
Crime Analyst	16	\$43,430.40	\$67,683.20		1	1	17	\$45,611.80	\$71,049.68
Inmate Program Coordinator	15	\$41,350.40	\$64,376.00		1	1	16	\$43,430.40	\$67,683.20
Senior Deputy Sheriff	15	\$41,350.40	\$64,376.00		41	45	16	\$43,430.40	\$67,683.20
Deputy Sheriff	14	\$39,395.20	\$61,401.60		106	115	15	\$41,350.40	\$64,376.00
Deputy Sheriff/Bailiff	14	\$39,395.20	\$61,401.60		0	0	15	\$41,350.40	\$64,376.00
Senior Jail Detention Officer	14	\$39,395.20	\$61,401.60		6	6	15	\$41,350.40	\$64,376.00
Detention Officer	13	\$37,481.60	\$58,468.80		79	92	14	\$39,395.20	\$61,401.60
Senior Telecommunicator	13	\$37,481.60	\$58,468.80		3	3	14	\$39,395.20	\$61,401.60
Telecommunicator	12	\$35,734.40	\$55,619.20		17	17	13	\$37,481.60	\$58,468.80
				TOTAL	261	287			



Market Pricing Study: Public Safety

Cabarrus County Government

May 2, 2022



Methodology



- > Departments included: Emergency Management, Emergency Medical Services, Sheriff, and Animal Shelter
- > Job descriptions reviewed for 36 selected job titles, representing 547 positions
- > Market data
 - > Three external, statistically sound data sources
 - > Cabarrus County sponsored survey
 - > Represents Charlotte metro region, and Government, Not for Profit, or All Industries
- > Median data points, 50th percentile
- > Market Averages, each source given equal weight

Cabarrus County Sponsored Survey Participants



- > Buncombe County
- > City of Concord
- > City of Kannapolis
- > Durham County
- > Gaston County
- > Guilford County
- > Iredell County
- > Johnston County
- > Mecklenburg County
- > MEDIC Mecklenburg EMS Agency
- > New Hanover County
- > Onslow County
- > Union County
- > Wake County

Recommendations



> Grade Assignments

- > Based on market average and internal equity, adjust grade assignment for 13 applicable jobs
- > Provide one-time 'market adjustment' increase of 5.0% per grade change, impacts 266 positions
- > Cost: \$667,500

Future Actions



- > Continue annual review of internal compensation equity
- > Continue four-year cycle (1/3 each year, special projects) to review of external market equity
- > Ad hoc analysis for hot jobs
 - > Monitor area changes to attract and retain EMS workers (base pay, sign on, shift differential)
- > Collect annual comp trends for structure adjustment

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Behavioral Health Facility Provider Request for Proposals

BRIEF SUMMARY:

The County intends to request proposals from for-profit and not-for-profit providers in good standing with the Partners LME/MCO, the Department of Health and Human Services, and all applicable oversight entities, to provide Behavioral Health Urgent Care (BHUC) and Facility-Based Crisis services to adults (18+) at the new facility to be constructed in Kannapolis. The county does not possess the expertise in-house to operate such a facility. The facility will enhance existing crisis response service systems in the community and divert members from hospitalization and emergency departments when appropriate. Early selection of the provider will enable their participation in the programming and design of the facility.

REQUESTED ACTION:

Receive information.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Rodney Harris, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Request for Proposal
- ▢ Presentation

REQUEST FOR PROPOSAL (RFP)

CABARRUS COUNTY BEHAVIORAL HEALTH URGENT CARE (BHUC) AND 16-BED ADULT (18+) FACILITY-BASED CRISIS CENTER

Proposal Submission Deadline: May 6, 2022 at 5:00 p.m. EST

Cabarrus County will receive proposals as described herein. The County reserves the right to reject any or all proposals. All changes to the terms, conditions or specifications stated in this Request for Proposal (RFP) will be documented in a written addendum posted to the County's website.

Questions regarding the RFP may be emailed to Deputy County Manager Rodney Harris at rdharris@cabarruscounty.us.

1. Project Description

Cabarrus County (“County”) is requesting proposals from for-profit and not-for-profit providers in good standing with the Partners LME/MCO, the Department of Health and Human Services, and all applicable oversight entities, to provide Behavioral Health Urgent Care (BHUC) and Facility-Based Crisis services to adults (18+) at a newly constructed facility in Kannapolis, North Carolina (see Exhibit A). The facility is expected to begin operations in 2024. The County is seeking to enhance existing crisis response service systems in the community and to divert members from hospitalization and emergency departments when appropriate. Facility staff must be able to perform routine medical clearance of members presenting at the facility.

The two aspects of the facility and the required services are as follows:

A. Behavioral Health Urgent Care (BHUC)

Required services include:

- i. 24 hours a day, 7 days a week, 365 days a year
- ii. Tier IV
- iii. Involuntary Commitment First Evaluations capable (IVC)
- iv. Crisis/Risk Assessment
- v. Physical Health Screening/Medical Screenings
- vi. Clinical Evaluation
- vii. Psychiatric services
- viii. Referrals and case management
- ix. Disposition & discharge planning
- x. Inclusion of family or natural supports (as available, with consent)

B. 16-bed Adult (18+) Facility-Based Crisis (FBC) Center.

Required services include:

- i. 24 hours a day, 7 days a week, 365 days a year
- ii. Assessments and evaluation of the condition(s) that has resulted in acute psychiatric symptoms, disruptive or dangerous behaviors or intoxication from alcohol or other drugs
- iii. Intensive treatment, behavior management support and interventions, detoxification protocols as addressed in the individual’s treatment plan
- iv. Assessments and treatment service planning that address each of the individual’s primary presenting diagnoses if dually diagnosed with mental health and substance use disorders or mental health or substance use with a co-occurring intellectual or developmental disability, with joint participation of staff with expertise and experience in each area
- v. Active engagement of the family, caregiver or legally responsible person and significant others involved in the individual’s life, in crisis stabilization, treatment interventions, and discharge planning as evidenced by participation in team meetings, collaboration with staff in developing effective interventions, providing support for and input into discharge and aftercare plans
- vi. Stabilization of the immediate presenting issues, behaviors or symptoms that have resulted in the need for crisis intervention or detoxification
- vii. Monitoring of the individual’s medical condition and response to the treatment protocol to ensure the safety of the individual
- viii. Discharge planning

2. Facility Staffing Requirements

A. Minimum Staffing Levels for BHUC

- i. Fully Licensed Clinician per 10A NCAC 27G . 0104 (cannot be a Licensed Clinical Addictions Specialist-LCAS), must be onsite for a minimum of 16 hours per day.
- ii. Licensed staff must be available 24 hours a day, 7 days a week, 365 days a year to complete crisis assessments or IVC evaluations when deemed medically necessary. Tele-Health can be utilized for services provided by fully licensed staff for up to 8 hours per day to the degree that is allowable under the LME-MCO's Tele-Health Policy. In addition, Tele-Health, to the degree allowable under such policy, can be used to provide access to additional fully licensed staff at any time to assist with high patient volume.
- iii. Registered Nurse or Licensed Practical Nurse must be onsite during operational hours to complete medical screening, biometric assessments, vital signs, coordinate with the prescriber and administer medication as needed.
- iv. At a minimum, 1.0 FTE Qualified Professional (for the population served) must be on-site at all times.
- v. At a minimum, 1.0 FTE Licensed Clinical Addiction Specialist (LCAS or LCAS-A) or a Certified Substance Abuse Specialist (CSAC) must be on staff.
- vi. A Psychiatrist, Physician's Assistant who is supervised by a psychiatrist, or a Nurse Practitioner, who meets the criteria outlined under NC Medicaid Clinical Coverage Policy 8C 6.lm, must be available either in person for further evaluation/medication assessment or via Tele-Health, if allowable, for consultation at all times.

B. Staff Competencies and Training for BHUC

- i. Within 30 days of hire to provide BHUC services or within 30 calendar days of the effective date of this policy all staff shall complete the following training requirements:
 - a. BHUC service definition required components (three hours)
 - b. Crisis Response training (three hours)
 - c. Trauma Informed Care (three hours)
 - d. Medication Assisted Treatment (three hours)
- ii. Within 90 days of hire to provide this service, or within 90 calendar days of the effective date of this policy ALL BHUC staff shall complete the following training requirements:
 - a. Motivational Interviewing (six hours)
 - b. Special population training based on staff experience and training needs (mental health, substance use disorder, I/DD, geriatric, traumatic brain injury, deaf and hard of hearing, children and pregnant women. Six hours).

- iii. A minimum of 10 hours of continuing education relevant to the services offered and/or the population served at the BHUC must be completed annually.

These initial training requirements may be waived if the employee can produce written documentation certifying their successful completion of the required trainings within the past 12 months.

Team members shall have a minimum of one year of experience in a crisis management setting or service during which the individual provided crisis response (such as by serving as a mental health/substance abuse first responder for enhanced services, MCM, in an emergency department, or in another service providing 24/7 response in emergent or urgent situations).

Consultation staff do not require the above trainings.

3. RFP Submission Requirements

Proposals will be received, in electronic format only, by Rodney Harris at rdharris@cabarruscounty.us. **All proposals must be delivered by 5:00 pm local time on Friday, May 6, 2022.** Providers accept all risk of late delivery regardless of fault.

At a minimum, the submission must consist of the following:

A. Letter of Transmittal

The proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute a binding legal document on behalf of the organization.

B. Executive Summary

A summary describing the organizations understanding of the County's requirements and operational details. Should also include background on the organization and the proposed cost model.

C. Statement of Work

Provide a detailed description of operational details for the facility including proposed staffing model, leadership structure and financial capabilities, among others. Details should be provided separately for the BHUC and FBC.

D. Funding Facility Operations

Describe the following:

- i. Proposed plan to fund facility operating expenses
- ii. Description of anticipated revenues to offset expenses
- iii. Expenses the organization is capable and willing to fund
- iv. Expenses the organization desires the County to fund

E. References

Provide at least three (3) references for BHUC and/or FBC operations.

F. Results/Evaluation

Describe how facility impact will be measured including outcome measures to be tracked and reported to the County. Describe your internal processes for data collection, analysis, and quality assurance.

4. Schedule of Events

The table below shows the intended schedule for this RFP. The County will make every effort to adhere to this schedule.

Event	Date
Request for Proposal (RFP) issued	Monday, April 4, 2022
Pre-Proposal Conference (non-mandatory)	Friday, April 15, 2022 from 9:00-11:00 a.m.
Written questions deadline	Wednesday, April 20, 2022 by 5:00 p.m.
Proposal deadline	Friday, May 6, 2022 by 5:00 p.m.

5. Schedule of Events Details

A. Pre-Proposal Conference (Information Session).

- i. The County will hold a non-mandatory virtual Pre-Proposal Conference (Information Session) on **Friday, April 15, 2022 from 9:00-11:00 AM**. While attendance is not mandatory, all interested organizations are encouraged to attend.
- ii. The meeting will be held via Microsoft Teams and can be accessed using the following link:
- iii. If unable to attend through Microsoft Teams, participants can access the meeting for audio only by dialing X and entering conference ID X.
- iv. If you have problems accessing the Pre-Proposal Conference link or audio, call the County Manager's Office at 704-920-2100.
- v. If special accommodations are required for attendance, please notify the County representative indicated herein in advance of the date and time above and identify the special accommodation(s) required.
- vi. A recording of the Pre-Proposal Conference will be made available on the County's website.

B. Vendor Questions.

Upon review of the RFP document, and completion of the non-mandatory Pre-Proposal Conference, organizations may submit questions for additional clarity. Questions shall be emailed to rdharris@cabarruscounty.us by Wednesday, April 20, 2022 at 5:00 p.m. Organizations should use "BHUC and FBC" as the subject for any emails. Responses to questions received by the deadline will be posted as an addendum to the RFP on the County's website.

C. Submission of Responses.

Responses may be submitted as electronically to Rodney Harris at rdharris@cabarruscounty.us. Responses sent by any other means will not be accepted.

D. Proposal Opening.

Staff will open proposals received after the due date. Proposals will not be read aloud or made available to inspect or copy until any trade secret issues/proprietary and/or confidential information has been resolved and a contract has been awarded.

6. Proposal Evaluation Criteria

Proposals will be evaluated on the ability to meet the requirements of this RFP. Special emphasis will be placed on the proposed team's experience and qualifications operating comparable facilities. Evaluation criteria include:

- A. **Qualifications, experience, and approach.** Understanding, experience, and qualifications in performing the same or substantially similar services.
- B. **Financial capability.** Ability to meet the financial requirements of performing the same or substantially similar services.
- C. **Cost.** Ability to minimize the financial impact on the County for facility operations.
- D. **Ability to comply with County/federal requirements.** Ability to comply with all legal requirements of operating a BHUC and FBC including financial and performance reporting, as well as appropriate expenditure of funds.
- E. **Ability to comply with County contracting requirements.** Organizations will be required to sign a contract agreement with the County and register through the PaymentWorks platform.

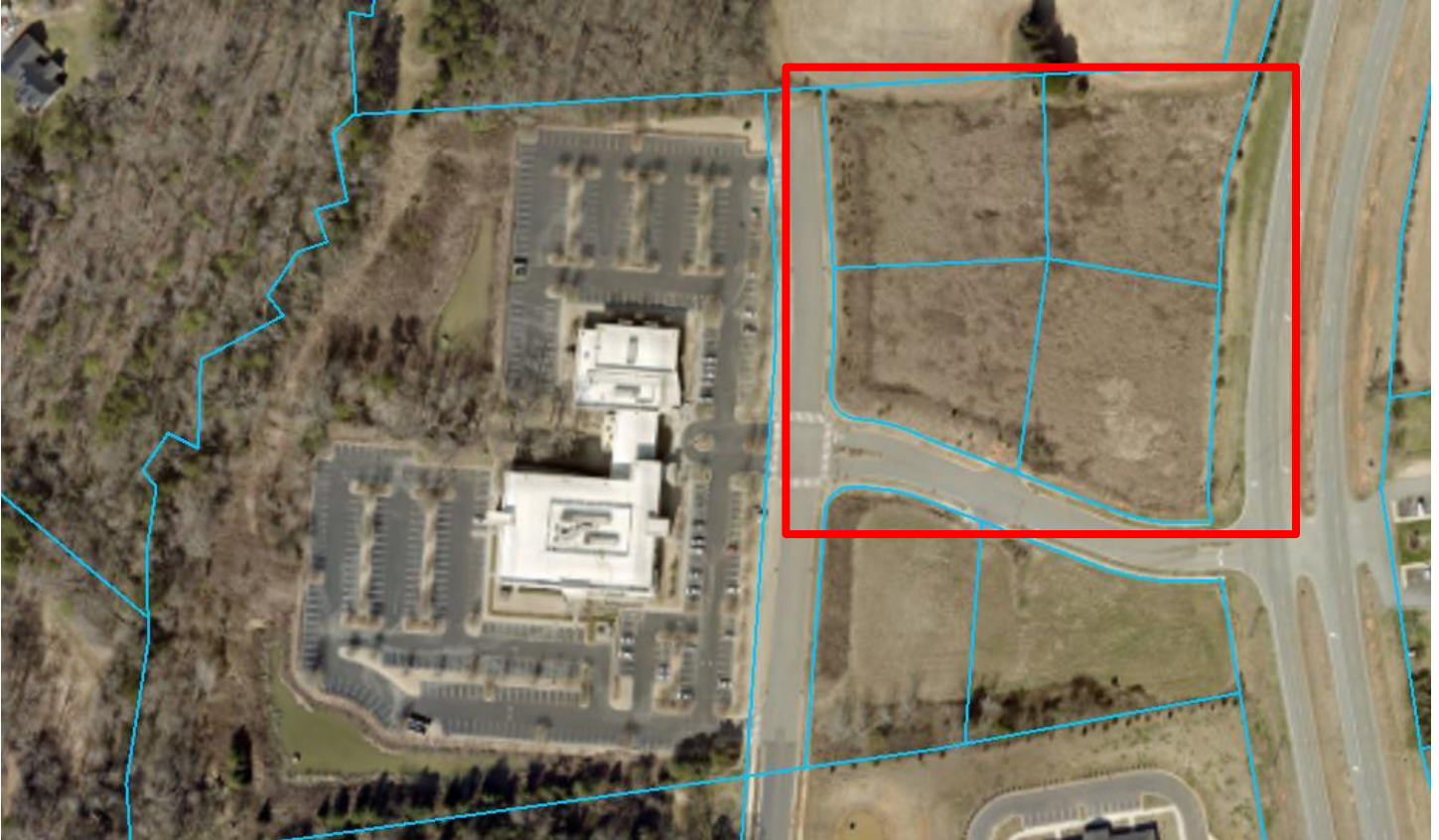
7. Terms and Conditions

The County reserves the following rights and options, which may be exercised at the County's sole discretion:

- A. To, at its sole discretion, reject any or all proposals submitted in response to the RFP. The County shall not be liable for any costs incurred in connection with the preparation and submission of any bid.
- B. To supplement, amend, substitute, or otherwise modify this RFP at any time.
- C. To cancel the RFP.
- D. To conduct investigations with respect to the evaluation criteria for one or more potential contractors.
- E. To require potential contractors to supplement, clarify or provide additional information for the County to evaluate the proposals submitted.
- F. To discuss or meet with one or more potential contractors to facilitate arriving at a Contract that will be satisfactory to the County, including but not limited to financial terms.
- G. To award all, none, or any part of the Services that is in the best interest of the County, to one or more of the potential contractors responding, which may be done without re-solicitation.

- H. To reject any or all proposals, waive any defect or irregularity, and to award a contract based upon the proposal(s) that are determined to be in the best interest of the County.
- I. All bid submissions become the property of the County once submitted.

EXHIBIT A – SITE LOCATION
Corner of Kannapolis Pkwy and Solutions St in Kannapolis, NC



Parcels:

5603142882

5603145847

5603142682

5603144597

Behavioral Health Facilities Next Steps

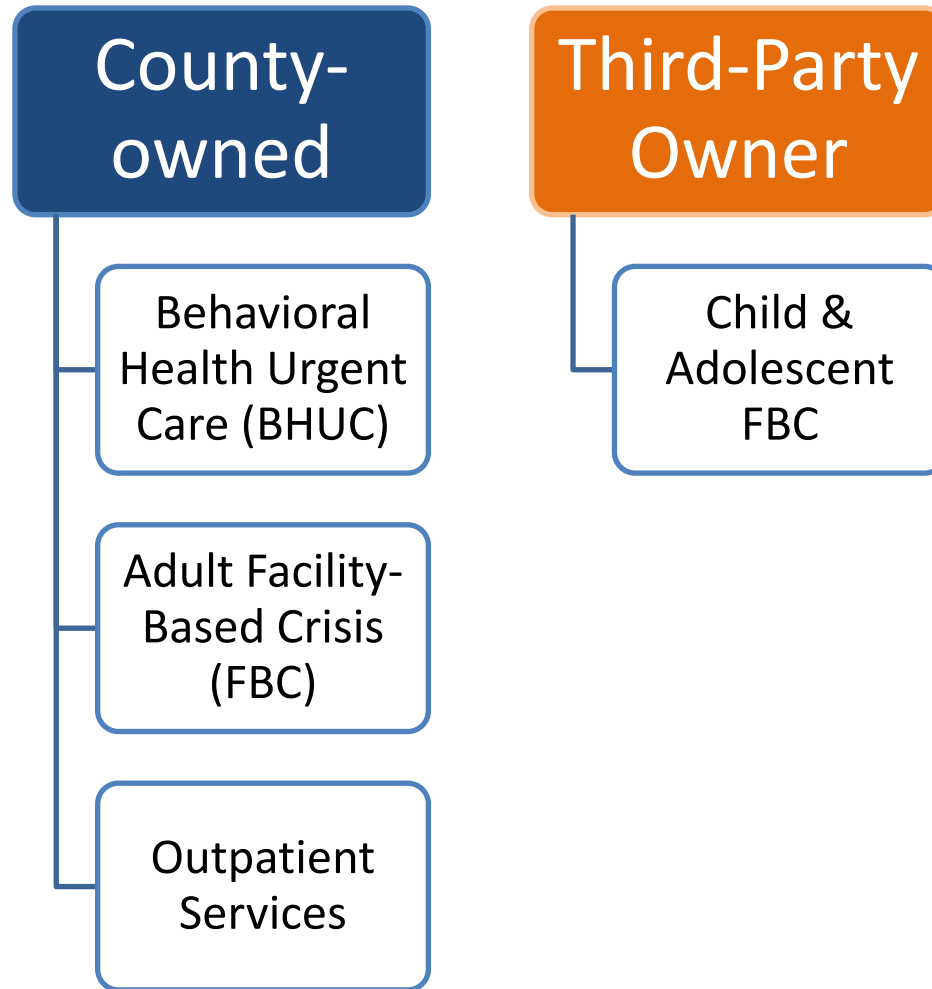
Board of Commissioners

May 2, 2022



CABARRUS COUNTY
America Thrives Here

Facility Structure



County-Owned Facility

- **Behavioral Health Urgent Care (BHUC)**
 - 24-hour walk-in center
 - Separate adult and child waiting areas
 - Ages 4 and up

- **Adult Facility-Based Crisis**
 - 16-beds for inpatient treatment
 - Up to 10-14 days

- **Outpatient Services**
 - Group therapy, medication management, etc.

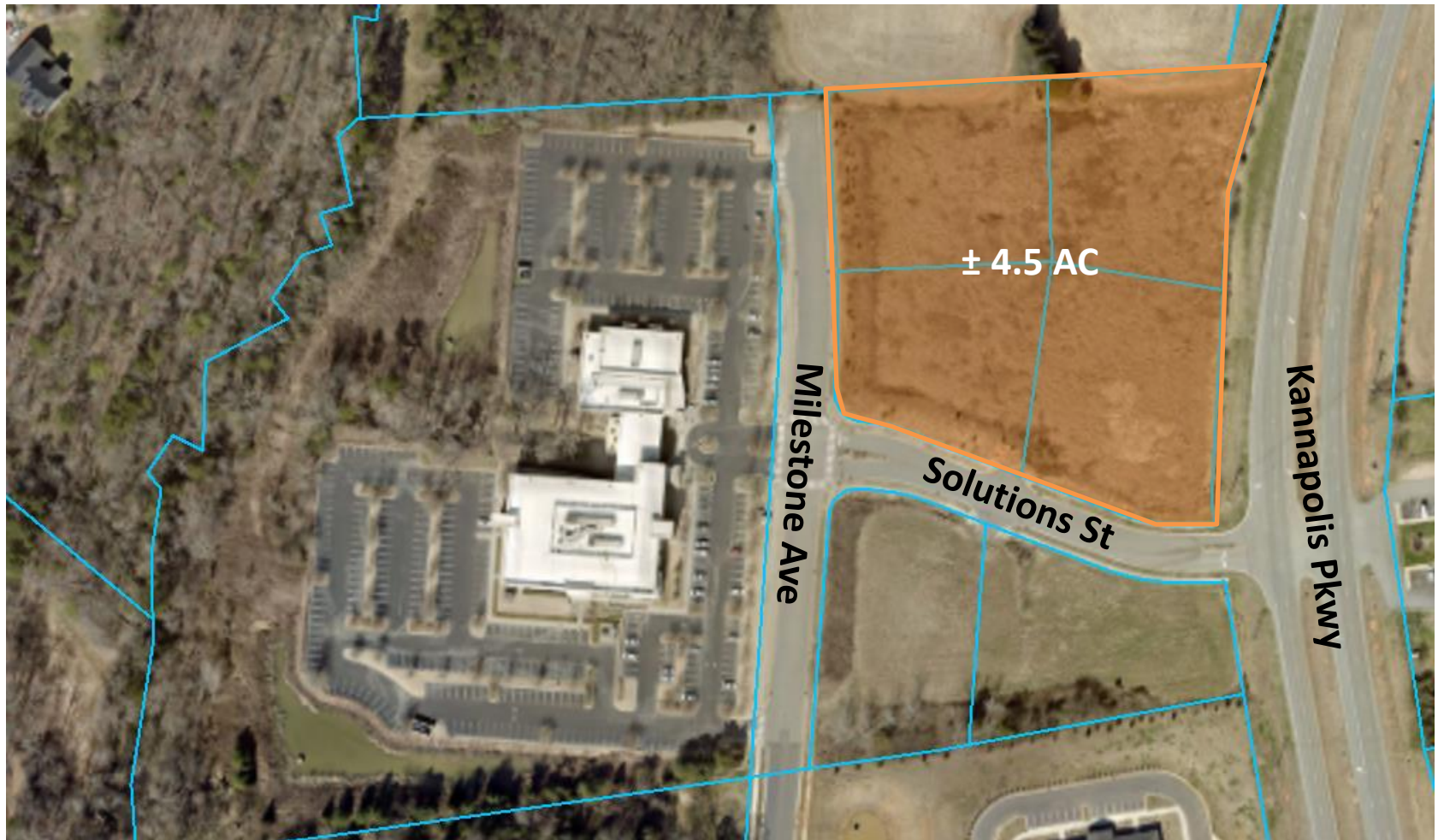


Third-Party Owned Facility

➤ **Child and Adolescent Facility-Based Crisis**

- 16-beds for inpatient treatment
- Up to 14 days
- Ages 6-17

Facility Location



Facility Funding

- **Programming, Design and Construction**
 - State grant = \$30 million
 - Medicaid hold harmless = \$3,097,554
 - Maximum of **\$33.1 million**

- **Facility Operations**
 - Medicaid and other insurance revenues
 - Provider contribution
 - County contribution

Request for Qualifications (RFQ)

- Posted on April 1
- Programming and schematic design services for **both** facilities
- Proposal deadline of Friday, April 29
- Selection by end of May

Request for Proposals (RFP)

- To be posted on May 3, 2022
- Seeking provider for the county-owned facility consisting of the BHUC, Adult FBC and Outpatient Services
- Early selection will allow provider to be an integral part of the programming and design process
- Selection by the end of June

Third-Party Facility Owner

- Finalize decision on third-party facility owner
- Execute memorandum of understanding (MOU) with selected owner
- Selected owner will solicit and select provider for the Child and Adolescent FBC
- Selected owner will be responsible for construction of the Child and Adolescent FBC

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Courthouse Expansion Project Update

BRIEF SUMMARY:

Staff will provide update on the Courthouse construction project, public art component, and Historic Courthouse clock tower restoration project.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

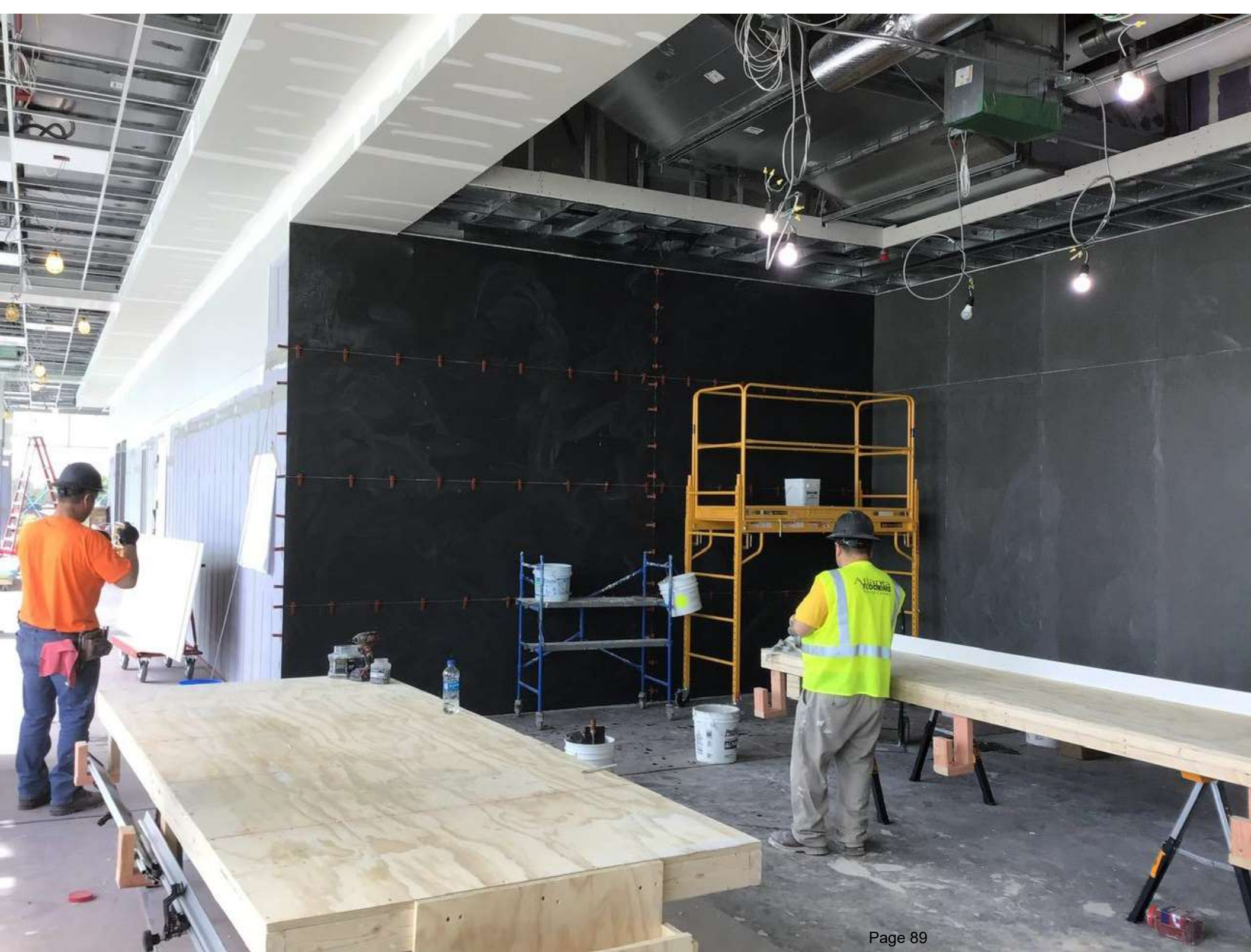
No

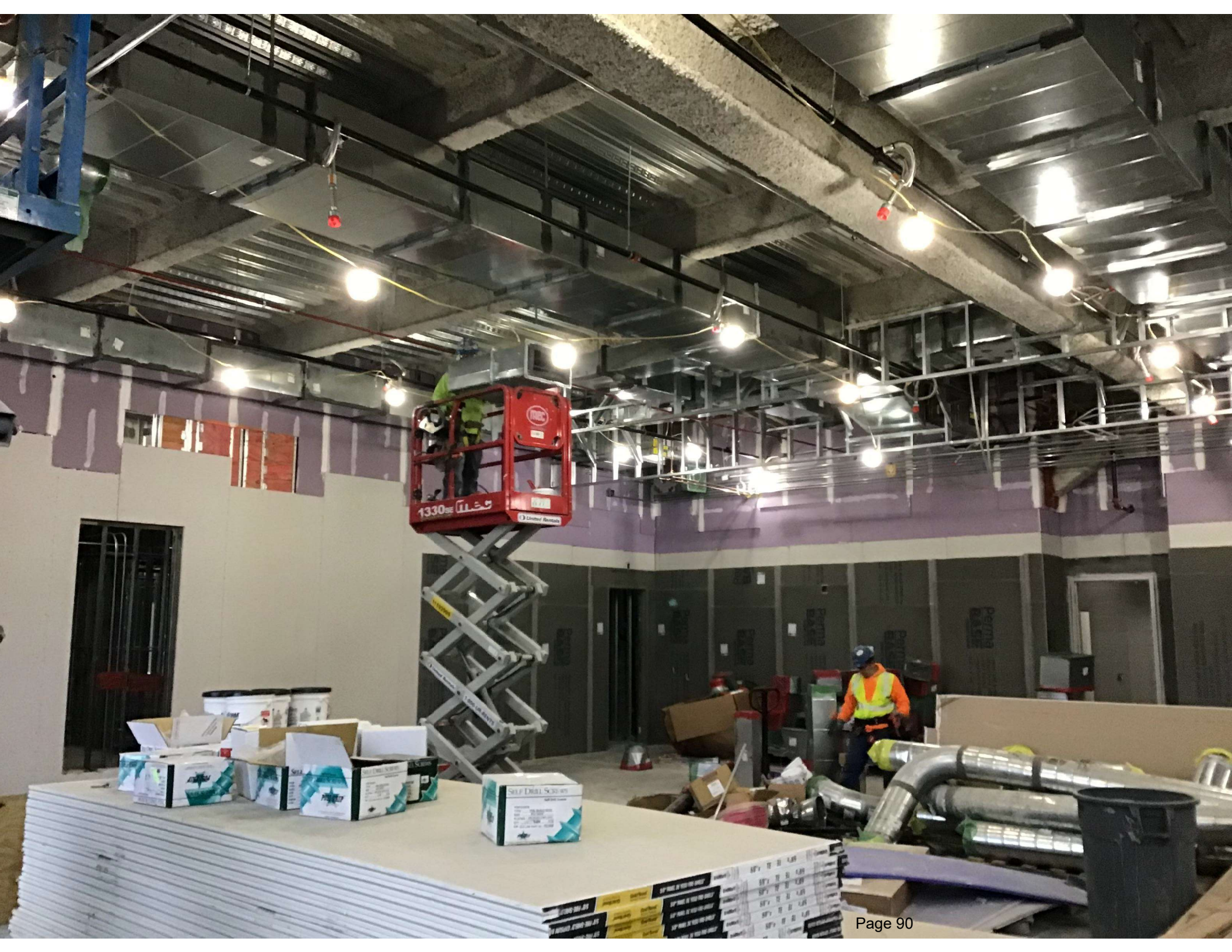
COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▯ IAM CH Update - Pictures









CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Innovation and Technology - Innovation Report

BRIEF SUMMARY:

Presentation of innovation and technology services put into place by IT in collaboration with other departments and community stakeholders in alignment with the County's five strategic priorities.

1. Transparent and Accountable Government
2. Healthy and safe Community
3. A Thriving Economy
4. Culture and Recreation
5. Sustainable Growth and Development

REQUESTED ACTION:

Receive report.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Todd Shanley, Chief Information Officer

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - Camp T N Spencer Pool Update

BRIEF SUMMARY:

There is a contract in place with Trident to provide Lifeguard services and Maintenance of the swimming pool. This is the second year of a 3-year contract.

Last year the pool was closed more than half of the season due to staff shortage. The attorneys were involved to negotiate final payments since we were closed so many days. Trident continued with maintenance and payments were made accordingly. As this season is approaching and maintenance, and chemical applications are starting, the Lifeguard situation does not seem to have changed much; they are still hard to come by. Trident payment is \$9 - \$13 based on experience.

This is low compared to a couple of other companies we have spoken with. The contract amount for the year is \$68,000. This includes Lifeguards, supplies, maintenance, and other incidentals. Currently, Trident has only identified 2 Lifeguards for the summer.

It would take an additional \$6,700.00 to offer a \$2 per hour increase in order to hopefully secure enough Lifeguards to operate the pool on the normal schedule: Memorial Day weekend to begin and only operate Saturday and Sunday until School is out, and then operate 7 days a week 10am - 6pm and then back to weekends only when school starts back until Labor Day.

REQUESTED ACTION:

Motion to suspend the rules of procedure due to time constraints.

Motion to approve the additional increase of \$2 per hour per Lifeguard for a total of

\$6,700.00 for the 2022 season.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director
Joshua Coffman, Camp Spencer Park Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Trident Contract



CAMP SPENCER

POOL MANAGEMENT PROPOSAL

Owners Initials _____

Page 1 of 18



January 26, 2021

Joshua Coffman
Park Program Manager
Camp Spencer

Joshua,

Trident Pool Group was established to offer the best and most innovative swimming pool services available. We have deliberately structured the company in such a way that the customer will remain our constant focus. We believe that our approach to pool management offers the stability and full-service capability of the largest pool companies while still providing the personal service associated with the smallest.

Our construction division possess the capability to handle all repair and construction services at any time. We can complete anything from the smallest repair to a complete renovation. Additionally, we have ancillary capabilities and services available (electricians, concrete, plumbing) that truly make us a full-service choice for customers.

Trident Pool Group welcomes the opportunity to provide specialty programs and services to your community tailored to meet your specific needs. From swim lessons to safety seminars, Trident Pool Group is completely dedicated to providing the best and most reliable range of products and services available anywhere.

Sincerely,

Brian Yarmon
Vice President
Trident Pool Group, Inc.

Owners Initials _____

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Cabarrus County - Camp Spencer SWIMMING POOL MANAGEMENT AGREEMENT

This agreement dated this January 26th, 2021 between Trident Pool Group, Inc. hereinafter referred to as "CONTRACTOR" and CABARRUS COUNTY (CAMP SPENCER) hereinafter referred to as "OWNER" to provide for the operation and management of the "OWNERS" swimming pool facility from

January 1st, 2021 to December 31st, 2023

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant, promise and agree as follow.

Operating and Payment Schedule are attached as Addendum 1 and Addendum 2

PART ONE – EXPLANATORY STATEMENT

- A. The CONTRACTOR is engaged in the business of providing pool facility management and related services, including all variety of services in connection with the operation and maintenance of swimming pool facilities.
- B. The parties have agreed that the CONTRACTOR will manage the operation of the pool on behalf of the OWNER and in the course of its management, provide such services as are reasonably required in the ordinary course of the pool's operation, all as more specifically provided for herein.
- C. The CONTRACTOR hereby agrees to provide to the OWNER the services set forth on Swimming Pool Management Agreement which is attached hereto and incorporated by reference herein (the "Management Services"). The Management Services shall include, but not be limited to, ensuring the pool is operational for opening day, ensuring that the pool is properly closed and winterized at the end of the season, maintenance and management of the pool throughout the pool season, and hiring such supervisory, lifeguard and other personnel, all as is more specifically provided for herein.

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PART TWO – OPENING POOL

CONTRACTOR will render the pool facility operational and ready for use by completing the following services beginning February 1.

- A. Reassemble bathhouse and freshwater plumbing fixtures.
- B. Inspect and submit to OWNER any repairs that were discovered at time of initial inspection. Should OWNER elect to have CONTRACTOR perform any repairs not included in this contract, then OWNER must inform CONTRACTOR by April 1 of service year. Should OWNER elect to complete necessary repairs independent from CONTRACTOR then such repairs must be completed by April 15 of service year. Failure to comply with aforesaid time schedule shall void CONTRACTOR'S responsibility for opening the pool by the date specified this agreement and there shall be no credit for days of closures associated with late opening.
- C. Place filtration and chlorination systems in working order.
- D. Install all necessary pool equipment such as diving board, ladders, hoses, and the like.
- E. Start the pool filling once potable water is turned on. Once filled, CONTRACTOR will maintain pool and equipment to the extent required for proper filtration and to ensure reasonable water quality.
 - a. Excessive maintenance or clean up necessary (after initial fill) due to storm damage, leaks, vandalism, or faulty equipment shall be billed on a time and materials basis.
 - b. OWNER at his/her option may elect to engage CONTRACTOR, by separate agreement, to maintain pool in a swimmable, ready-to-open condition for all months prior to opening date.
- F. Clean and place all furniture in orderly position around pool.
 - a. If furniture is stored off pool premises, the OWNER shall be responsible for delivery to the facility unless otherwise arranged with CONTRACTOR.
- G. Attend and manage local pre-opening health inspection.
- H. Correct any problem noted in Health Inspection and/or notify OWNER of any "OWNER" related repair.
- I. Have pool and bathhouse in operating condition prior to opening day.
- J. Swim Team Practices
 - a. Should the OWNER's facility have a swim team that needs the facility ready prior to the schedule opening day as listed in this agreement, the CONTRACTOR shall be notified three weeks prior to first practice date.
 - b. OWNER shall furnish CONTRACTOR contact names and numbers, meet schedules, and any other pertinent information as it relates to the Swim Team.

The OWNER will be responsible for the following by April 15:

- A. Apply for necessary permits for pool opening (Electrical Inspection, Hazardous Materials, Health Department, etc.). Should OWNER desire CONTRACTOR to file for permits, OWNER shall notify contractor in writing by March 1 of this request. OWNER shall be billed a \$25.00 processing fee in addition to Permit cost for each required permit.
 - a. NOTE: CONTRACTOR shall reserve the right to obtain necessary operating permits at the expense of the OWNER if permits have not been obtained by OWNER prior to April 1 of service year. This action will result in an additional \$50.00 late fee to the OWNER.

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- b. NOTE: OWNER shall be responsible for all costs associated with any health inspection failures and subsequent re-inspections that result from the OWNER'S failure to complete "OWNER ITEMS" listed herein. Such costs shall include, but not be limited to re-inspection costs, processing fee, and CONTRACTOR time and materials necessary to attend additional inspections not involving CONTRACTOR.
- B. Schedule, pay, and be present for any required electrical or plumbing inspections.
 - C. Have telephone in operation by April 1 and provide long distance and 900 service blocks to phones where applicable. OWNER shall be billed \$200 in the event health inspection has to be rescheduled due to phone not operational. CONTRACTOR will not be responsible for any phone charges.
 - D. Complete any necessary repairs to the facilities to include items such as bathhouse, deck, fence, plumbing, painting broken doors, drywall etc. as identified by CONTRACTOR.
 - E. Prepare bathhouse for opening by removing all non-pool related items/trash from entire pool enclosure (including pump/filter room) and performing preliminary bathhouse cleaning. This includes replacing any defective light bulbs within the bathhouse facility. CONTRACTOR can replace bulbs for a nominal cost.
 - F. Provide receptacles for trash and debris removed from pool during cleaning and arrange for receptacle removal from pool area after cleaning has been completed. Trash service should start no later than April 15th.
 - G. Provide (3) current sets of keys to facility. CONTRACTOR will duplicate keys for a nominal cost.
 - H. Provide CONTRACTOR with any Health Department notices from prior season that list corrections needed prior to opening.
 - I. Provide all utilities, as applicable to the operation of the pool, to include, but not be limited to water service, electricity, and gas. OWNER shall be billed a service charge of \$150.00 per occurrence for any utility not activated by OWNER that requires third party intervention (i.e. WSSC for water), and must be scheduled or otherwise arranged for by CONTRACTOR
 - J. Provide adequate access and parking to CONTRACTOR free of charge.
 - K. Ensuring that the facility is in full compliance with the State and Federal discharge regulation

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PART THREE – MAINTENANCE OF POOL

In addition to a daily inspection and general cleaning of the pool and facility performed at opening and closing, CONTRACTOR, unless otherwise noted, shall be responsible for the following:

- A. Water quality, in conformance with health code.
- B. Ensure that all phases of operation are in accordance with applicable health and safety regulations. OWNER shall be responsible for all local and Federal discharge regulations, record keeping, and maintenance. NOTE: Contractor shall not be responsible for any damage(s) outside of CONTRACTOR'S control including, but not limited to, equipment failure, vandalism, or inadequate drainage.
- C. Provide reasonable and mature enforcement of the Owner's written rules.
 - a) Owner shall provide copy of all rules, regulations, guest policies, and the like, prior to April 1st so that CONTRCATOR can properly train staff on expectations set fourth by OWNER.
- D. Clean bathhouse and office on an as needed basis.
- E. Vacuum pool and general cleaning of surrounding area on an as needed basis.
- F. CONTRACTOR will advise OWNER of repairs that may be necessary prior to and/or during the operating season specified herein. All repairs shall be the sole responsibility of the OWNER. The CONTRACTOR will perform and/or supervise these repairs if requested by the OWNER. The OWNER agrees and understands that such repairs are independent of this contract and are due and payable immediately upon receipt of bill.
- G. OWNER agrees to provide an environment that is safe and crime free as is reasonable in connection with the safe operation of the pool and compliant with local, state and federal laws. CONTRACTOR shall have the right to close the pool at any time should the safety of patrons or CONTRACTOR'S employees become compromised or threatened. Situations that warrant closure shall be determined at CONTRACTOR'S discretion but shall generally be defined as any imminent threat or danger, real or perceived, that could potentially cause harm if not eradicated. Any such closures shall immediately be reported to OWNER. Un-remedied patterns, or repeated episodes may warrant, at CONTRACTOR'S discretion, emergency closures, and subject operations to conditions described in Part 8 Closing of Pool.

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PART FOUR – REPAIRS AND MAINTENANCE OF FACILITY

CONTRACTOR shall be ready to respond to repairs to swimming pool related items as needed by OWNER. The CONTRACTOR shall make every effort to notify OWNERS of repairs needed and costs associated with such, prior to completing work, unless other arrangement has been reached.

- A. Any cost of repairs or damages resulting from errors by CONTRACTOR's employees shall be performed by CONTRACTOR at no charge to OWNER. CONTRACTOR reserves the right to use CONTRACTOR's vendors (Internal or external) to execute said repairs.
- B. For any work or equipment that is needed at OWNERS facility, CONTRACTOR may perform work as needed without prior approval up to \$250.00.
- C. In case of emergency, where Life Safety or Property is at risk, OWNER authorizes CONTRACTOR to respond to and mitigate damages as best possible to prevent further losses.

PART FIVE - CHEMICALS

CONTRACTOR will supply Sodium Hypochlorite (Liquid Chlorine) and/or chemicals needed to adjust the disinfecting and pH quality of the pool water as part of this contract, as specified below. Any chemicals required for water adjustment in addition to the normal sanitizing or pH level adjustment, including test reagents shall be the responsibility of the CONTRACTOR. Additional chemicals needed to properly maintain, operate and/or balance the pool (i.e. calcium chloride, sodium bicarbonate, cyanuric acid), for the months March-September (as applicable) shall be provided by CONTRACTOR.

Should the pool require specialty chemicals (any chemical not listed above), CONTRACTOR will supply necessary chemicals at nominal cost to OWNER.

Should pool possess a substantiated and abnormal water loss condition (defined as 1" of water loss, or more, over a 24-hour period) CONTRACTOR shall bill OWNER for the additional sanitizing chemicals necessary to maintain proper water chemistry.

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PART SIX – SUPPLIES AND CHEMICALS

Cleaning supplies, deck equipment (trash cans, hoses etc.), first-aid supplies, and specialty chemicals needed for the operation of the swimming pool shall be the sole responsibility of the OWNER. Items not provided shall be supplied by the CONTRACTOR at the expense of the OWNER. This provision shall include any and all parts or repairs necessary as per local health code and/or for the safe operation of the pool

A. Items that OWNER is responsible for providing (Billed by CONTRACTOR)

- a. Water hoses
- b. Pool Vacuum Heads, Poles, and Hoses
- c. Ring buoys and ropes
- d. Life Hooks
- e. First Aid Kit
- f. Lifeguard rescue Equipment. i.e. rescue tubes, stands, umbrellas
- g. Skimmer nets and brushes
- h. Required signage

B. Items that CONTRACTOR is responsible for providing:

- a. Janitorial supplies – including, but not limited to
 - i. Toilet Paper
 - ii. Paper Towels
 - iii. Hand Soap
 - iv. Disinfecting chemicals and cleaners

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PART SEVEN – PERSONNEL

- A. Every employee hired by the CONTRACTOR for work under this agreement will be solely employed by the CONTRACTOR and will be considered an employee of the CONTRACTOR. All Social Security, Workman's Compensation, and other taxes associated with the payment of these employees will be the sole responsibility of the CONTRACTOR. All lifeguards employed by the CONTRACTOR shall possess adequate Red Cross certification or comparable.
- B. OWNER (directly or indirectly, on its own or through another contractor or agent) agrees not to hire any employees who were employed by CONTRACTOR while this agreement was in effect for a period of two (2) years following the termination of contract.
- C. Should a holiday fall on a day that the pool would ordinarily be closed; the pool will remain open and close the following day.
- D. Requests by the OWNER for the pool facility to remain open past the set hours will be charged additional fees of \$17.00 per man-hour per guard. An administrative fee of \$25.00 per event will be charged to OWNER.
- E. Any function held at the pool facility that does not fall in the set hours will be the sole liability of the Owner. The Owner will assume responsibility for any function during regular hours and hours outside of the set schedule that involves alcohol. Should an event occur at the pool facility involving alcohol then the Contractor will be held harmless from any and all claims, judgments, liability, and damages to property or of personal nature.
- F. OWNER agrees that at single guard facilities safety is of the first and foremost concern. OWNER understands that ancillary duties such as gate control and cleaning may be compromised during times of peak usage. NOTE: Additional break(s) and/or closure time may be necessary to clean facility, at CONTRACTOR'S discretion.
- G. A 10-minute break, "ADULT SWIM" will occur each hour at facilities contracted to have services provided by one (1) lifeguard. The break will occur to allow for equipment inspection, chemical testing etc.
- H. Adult swim shall be "swim at your own risk" and will not be monitored by lifeguards. Safety during these times shall be the responsibility of the OWNER.
- I. Wading pools shall be "SWIM AT YOUR OWN RISK" and will not be monitored by lifeguards. Safety in this area shall be the sole responsibility of the OWNER.
- J. The number and hours of service of the CONTRACTOR'S personnel assigned to perform the Management Services shall be determined by the CONTRACTOR in its sole discretion and absolute discretion. The CONTRACTOR shall have the right to reduce or increase the number of its personnel providing the Management Services from time to time without notice or consent of the OWNER, provided that such changes are reasonable and in connection with the safe operation of the pool. There will be no reduction in compensation should CONTRACTOR decide to reduce the number of personnel providing services.
- K. Personnel not performing to the standards of the OWNER will be replaced by the CONTRACTOR within 48 hours of receipt of written request of the Executive Board or their appointed designee.

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PART EIGHT – CLOSING OF POOL / FACILITY

In the event of an emergency or inclement weather situation either the OWNER or the CONTRACTOR may close the pool. Inclement weather shall refer to prolonged rain, thunderstorms, lightening, temperatures of 69 degrees or lower, or any other condition beyond the control of CONTRACTOR. Emergencies shall include, but not be limited to any condition that poses danger and/or an imminent threat, or otherwise poses a condition beyond CONTRACTOR'S control. This temporary shutdown will not affect the contract nor will there be a need to adjust any payments. Should the pool facility close down for (10) ten consecutive days or more, the CONTRACTOR will refund (50%) of the daily costs associated with running the pool facility beginning on the eleventh day of closure. Daily operating cost, as it may pertain to closure, shall be defined as 1% of the total amount specified under COMPENSATION TO CONTRACTOR.

CONTRACTOR will utilize all means available including but not limited to: Television, Radio, Internet and NOAA Weather Radio to assist our staff with inclement weather. CONTRACTOR reserves the right to suspend or close the swimming facility based on weather conditions.

CONTRACTOR utilized the Centers for Disease Control's (CDC) Fecal Accident Response guide for the handling of fecal accidents. These accidents are dealt with on a case-by-case basis and can result in the operation of the OWNER's facility being suspended for a period of two to twenty-four hours depending on the nature of the accident.

PART NINE – CLOSING OF POOL / WINTERIZATION

Upon completion of the season, the CONTRACTOR will close and winterize the pool facility and perform the following:

- A. Store all deck equipment.
- B. Lower pool water to an appropriate level if pool is covered.
- C. Shut off fresh water supply and drain all piping that can be drained.
- D. Add anti-freeze to toilet bowls and tanks, urinals and sink traps.
- E. Store: chlorinator, blankets, first aid equipment, test equipment, telephone and such related equipment.
- F. Remove and store all diving boards, ladders, furniture, lifeguard chairs, ropes and such equipment inside the bathhouse or in storage area.
- G. Inspect and lock facility. Inform Owner of closure. OWNER shall be responsible for:
 - a. Any Public Utility intervention or involvement necessary to shut off water supply
 - b. Heat tape application and the like for fresh water piping etc. that is not able to be drained

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It is the CONTRACTORS intention to operate the filter system year-round. Should that not be possible or should the OWNER direct otherwise, the CONTRACTOR will complete the following:

- A. Drain all wading pools if applicable
- B. Drain all pumps and hair lint strainers if applicable.
- C. Drain filters and associated pool plumbing where possible by opening valves and removing plugs.
- D. Drain all pool plumbing and filter plumbing as constructed if pool is to be winterized
 - a. CONTRACTOR shall not be responsible for water damage in instances of inadequate drainage capability in bathhouse and/or filter room.
 - b. CONTRACTOR shall notify OWNER should any modifications be needed to drain system
- E. CONTRACTOR shall not be held liable in any way for freeze damage of any and all underground piping.
- F. Skimmer, main drain, vacuum, and return lines are not drained (blown) for winter months.

Upon closing CONTRACTOR shall complete the following on a bi-weekly basis during the off season:

- A. Ensure proper water chemistry in accordance with industry standards
- B. Backwash filter system and ensure proper operation.
- C. Clean skimmer baskets.
- D. Blow deck area.
- E. Remove leaves and debris from pool.
- F. Inspect facility and report any areas of concern to the OWNER.

PART TEN – INSURANCE

A. LIABILITY INSURANCE

- a. CONTRACTOR will maintain \$10,000,000 Public Liability Insurance to cover personal injury, loss of life, and/or property damage due to the negligence of the CONTRACTOR, agents or employees which may be sustained by any member or guest of the pool, within the area managed by the CONTRACTOR during the contracted hours. This insurance shall be from a company of national reputation rated B+ or better by the most recent "Bests Key Rating Guide".
- b. CONTRACTOR shall not be held liable or responsible for any injury and/or damage sustained by any person as a result of pool use at dates and times other than expressly provided herein.
- c. CONTRACTOR shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, hydrostatic conditions, or defective workmanship.
- d.
- e.

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- f. OWNER agrees to indemnify and hold CONTRACTOR harmless for any damages, losses, or expenses arising from the use, maintenance, or operation of the property or equipment by the OWNER or its employees, guests, trespassers and/or contractors.
- g. If CONTRACTOR'S Liability insurance costs increase after the date of this proposal, the compensation to the CONTRACTOR will be increased by amount equal to increase respective to OWNER'S pool. Said increase shall be payable 30 days from presentment of the documented increase.

PART ELEVEN – DELINQUENCIES

OWNER agrees and understands that CONTRACTOR incurs extensive costs associated with the performance and maintenance of this contract. It is therefore agreed and understood that:

- A. Any payment, which shall remain outstanding in excess of thirty (30) days shall accrue interest on the full outstanding balance, from the date such was first due, at the rate of one- and one-half percent (1.5%) per month.
- B. A notice of delinquency will be sent to the OWNER for any amount's delinquent beyond thirty (30) days. The notice shall request immediate payment of the delinquent balance. The notice shall also state that the OWNER will be responsible for all costs of collection, attorney's fees, administrative fees and interest charges on all delinquent amounts.
- C. Unless otherwise specifically agreed in writing by the CONTRACTOR, partial payments will be applied in the order first to last as follows: (1) attorney's fees, (2) collection costs, (3) interest charges, (4) administrative fees, (5) principal arrearage, (6) current principal due.
- D. This policy is intended as a guideline for the CONTRACTOR to facilitate its collection efforts. Failure of the CONTRACTOR to strictly adhere to the provisions herein shall not be deemed a waiver or abandonment of its right to collect principal arrearage, attorney's fees, collection costs, interest charges, administrative fees and current principal due.
- E. CONTRACTOR reserves the right to disrupt and/or terminate service during any period in which OWNER has a balance that is beyond forty-five (45) days past due.
- F. Invoices in dispute between OWNER and CONTRACTOR are not considered delinquent. Both parties agree to work diligently to resolve any dispute.

PART TWELVE – UTILITIES

- A. OWNER shall provide electricity, gas, and water & sewer for the operation of the pool. OWNER shall be responsible for all charges for the utilities.
- B. OWNER shall provide local telephone service as required by local health department

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PART THIRTEEN – DEFAULT

In addition to any other remedies available to CONTRACTOR at law or hereunder, if OWNER defaults in the performance of any term or condition hereof, or does or permits anything to be done contrary to any term or condition hereof, and such default continued uncured for a period of ten (10) days following written notice of such event from the CONTRACTOR, then, CONTRACTOR may terminate this agreement.

PART FOURTEEN – RIGHT TO TERMINATE

In the event the OWNER fails to pay any sums due to the CONTRACTOR within the terms of this agreement, CONTRACTOR may terminate or temporarily suspend service immediately upon written notice to OWNER or AGENT. Otherwise, CONTRACTOR may cancel without cause upon (30) thirty days written notice to the OWNER. Such notice shall be given by Certified Mail, Return Receipt Requested.

PART FIFTEEN – EXTENSION OF OPERATING SCHEDULE

Should the OWNER request to operate the pool beyond the aforementioned dates and times specified within this agreement, then the CONTRACTOR shall, at its option, provide such services at a cost of 1% per day based on the total contract amount. Should the OWNER request that the pool remain open on weekends only, then an additional .5% shall be assessed to provide for mid-week maintenance.

PART SIXTEEN – BINDING EFFECT

This agreement shall be binding upon and inure to the benefit of the Partnership and the Company and their respective successors and assigns

PART SEVENTEEN – AMENDMENTS

This Agreement may not be changed or modified except in a writing signed by both of the parties hereto.

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PART EIGHTEEN – GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with, the laws of the State by which the pool is located, as is specified in Pool Management Agreement, without regard to any conflict of law provisions

PART NINETEEN – RELATIONSHIP OF PARTIES

The CONTRACTOR shall for the purposes of this agreement and the Management Services provided hereunder is an independent contractor and not an employee partner, co-owner or joint venture of OWNER.

PART TWENTY – MISCELLANEOUS

- A. CONTRACTOR shall reserve the right to void this proposal if not signed and returned by OWNER within forty-five (45) days after the date specified in Exhibit A of this agreement.
- B. Contractor shall not be held liable for mold, growth of mold, or effects of mold growth, directly or indirectly, at or within any area or building included as part of, or adjacent to, the OWNER'S property described, addressed, and/or named in Part A of this agreement.
- C. Should the average gas price in North Carolina exceed \$4.00/gallon, CONTRACTOR reserves the right to include a fuel surcharge with each invoice. That surcharge shall not exceed 5.00% of invoice total.
- D. **All provisions and terms shall remain in full effect each year of contract term. Opening and closing dates shall adjust accordingly in relation to Memorial Day and Labor Day. Contract will be revisited each year for renewal. There is not an auto renewal.**
- E. **If OWNER's facility has "Swim at your own risk" hours, CONTRACTOR shall be held harmless for any accidents, injuries, and/or claims by anyone using the pool during said times. If pool hours extend past "dusk or sunset" as established by NOAA charts, OWNER shall be responsible for complying with North Carolina State Law (Reference 15A NCAC 18A .2524) regarding pool lighting. CONTRACTOR reserves the right to prohibit swimming after "dusk or sunset" if there is not adequate lighting.**
- F. **Cabarrus County will be responsible for winterization of facility. Specific site information will be reviewed with staff to ensure proper management of facility is in place.**

Owners Initials _____

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PART TWENTY-ONE – TIME OF ESSENCE

A. Time is of the essence of this agreement.

PART TWENTY-TWO – ENTIRE AGREEMENT

This Agreement contains the entire understanding and agreement between the parties and there are no verbal agreements or representations in connection herewith. If any part of this agreement is found invalid, the remainder of the agreement will remain valid and enforceable.

IN WITNESS WHEREOF, the Owner or the Owner's Agent, and the Contractor have executed this Agreement and affixed their seals thereto as of the date set forth in the first page of this Agreement.

Contract Execution

OWNER/AGENT:


Property: _____

By: _____

Name: _____

CONTRACTOR:

Trident Pool Group, Inc.

By:  _____

Name: Brian Yarmon

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2021 OPERATING SCHEDULE AND LIFEGUARD COVERAGE ADDENDUM 1

Week Beginning	Sun	Mon	Tues	Weds	Thurs	Fri	Sat
5/16/2021	Closed	Closed	Closed	Closed	Closed	Closed	10am-7pm
5/23/2021	10am-7pm	Closed	Closed	Closed	Closed	Closed	10am-7pm
5/30/2021	10am-7pm	10am-7pm	Closed	Closed	Closed	Closed	10am-7pm
6/6/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
6/13/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
6/20/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
6/27/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
7/4/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
7/11/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
7/18/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
7/25/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
8/1/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
8/8/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
8/15/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
8/22/2021	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm	10am-7pm
8/29/2021	10am-7pm	Closed	Closed	Closed	Closed	Closed	10am-7pm
9/5/2021	10am-7pm	10am-7pm	Closed	Closed	Closed	Closed	Closed

Owners Initials _____

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OPERATING SCHEDULE AND LIFEGUARD COVERAGE ADDENDUM 1

STAFFING REQUIREMENTS

ONE GUARD ON STAFF FROM 9:00 AM-10:00 AM FOR DAILY TO SET UP POOL FOR
OPENING.

WEEKDAYS

THREE GUARDS OPEN TO CLOSE. ONE ADDITIONAL GUARD 10AM – 4PM

WEEKENDS

THREE GUARDS OPEN TO CLOSE. ONE ADDITIONAL GUARD FROM 11AM -5PM

MEMORIAL DAY, JULY 4TH, LABOR DAY

FOUR GUARDS OPEN TO CLOSE.

Owners Initials _____

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2021 - 2023 PAYMENT SCHEDULE ADDENDUM 2

Payment Due Date	Percentage of Contract	Amount Due
January 1	5%	\$3,404.25
April 1	20%	\$13,617.00
May 1	20%	\$13,617.00
June 1	20%	\$13,617.00
July 1	20%	\$13,617.00
August 1	15%	\$10,212.75

Contract Total

\$68,085.00

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CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Appointments to Boards and Committees

BRIEF SUMMARY:

The following appointment to Boards and Committees are recommended for May:

Appointments (Removals) - Adult Care Home Community Advisory Committee

Jack Boyer has resigned from his position on the Adult Care Home Community Advisory Committee. Mr. Boyer has served on this Committee since August 2009.

REQUESTED ACTION:

Provide information.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Cooperative Extension - Pollinator Garden at Cooperative Extension

BRIEF SUMMARY:

The Cabarrus County Cooperative Extension Horticulture Agent would like to partner with the Extension Master Gardener volunteers to install a pollinator garden in the grassy area corner on Cabarrus Avenue on the northeast corner of the building. The pollinator garden will feature native plants and be used as an educational garden to inform community members on the benefits of native pollinators and instruct on the care and maintenance of such a garden.

REQUESTED ACTION:

Motion to approve the installation of the pollinator garden at the Cabarrus County Center of NC Cooperative Extension according to the Memorandum of Understanding between Cabarrus County, the NC Cooperative Extension Horticulture Extension Agent and the Cabarrus County Master Gardener Volunteers.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Tracy LeCompte, Cooperative Extension Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Memorandum of Understanding

Memorandum of Understanding (DRAFT)

Pollinator Demonstration Garden

Cabarrus Cooperative Extension Center

Purpose: To provide a clear understanding and description of the expectations between Cabarrus County and the NC Cooperative Extension in all matters pertaining to the "Pollinator Demonstration Garden." Matters include but are not limited to; installation, maintenance, cost analysis, material sourcing, labor and educational programing.

Location: 715 Cabarrus Ave W. Concord NC, 28027

County Expectations	Extension Horticulture Agent Expectations (with EMG's)
Installation- Phase One - Site Prep	
<ul style="list-style-type: none">- Create, and place a temporary "Coming Soon" sign with details regarding the project to be displayed during the removal of existing ground cover time frame.- Assist with delivery of compost and/or mulch during the kill process.	<ul style="list-style-type: none">- Create, provide funds and location for sign- Kill existing ground cover before installation.- Work with Concord Wildlife Alliance to design and plan for plants.- Spread Mulch- Coordinate with the City of Concord to consult with a stormwater specialist
Installation Phase Two - Irrigation	
<ul style="list-style-type: none">- Purchase and install hose sleeve under sidewalk	<ul style="list-style-type: none">- Purchase drip irrigation system- Install a drip irrigation system from the spigot on the north side of the building to the garden.- Extension Master Gardeners will maintain the care and watering schedule- Will mark the sidewalk for hose sleeve installation with spraypaint
Installation Phase Three - Installation of Plants, Signs & Decorations	
<ul style="list-style-type: none">- Print sign according to Cooperative Extension suggestions.- Provide brick edging for the gardens border- Provide plant signs with QR codes (under 20) at no cost to Cooperative Extension.	<ul style="list-style-type: none">- Purchase the kiosk for sign display.- Will give 24 hour notice to the County for brick delivery- Create the sign verbiage and work with the Cabarrus County Sign Shop staff for creation. Sign must include mention of partner Concord Wildlife Alliance (CWA)- Work with CWA and the North Carolina Wildlife Federation (NCWF) to obtain plants.- Physically install the plants

	<ul style="list-style-type: none"> - Mulch beds as needed - Install edging delivered by the County - Obtain and install birdbath
Maintenance	
<ul style="list-style-type: none"> - Mow and edge around perimeter of garden - Responsible for vandalism or missing of signage and other County-provided or controlled items (Edging and signage) - When remulching is needed Cabarrus County will deliver bags of mulch as requested - Pressure wash adjacent sidewalks before ribbon cutting 	<ul style="list-style-type: none"> - Maintain the garden's aesthetics in a manner consistent with native plant gardens. (Remove dead plants and foliage, weed free, plants are relatively disease and pest free and reflect well-maintained habits.) - Responsible for replacing any damage caused by Extension volunteers or staff. - Responsible for: ongoing maintenance, vandalism to plants, repair, replacement of dead plants, fertilizing, pest and disease management. - Extension Master Gardeners will maintain the health of plants and monitor for first frost date to disconnect any hoses from the building. Any cost and damage will be the responsibility of Cooperative Extension - Cabarrus County Center.

Aerial Imagery and Figures



Figure 1. Aerial image of proposed location for the pollinator garden. The garden would be installed on the right side of the building as viewed from the front or parking lot. The garden is on the North side of the building adjacent to two sidewalks on the Eastern and Southern sides. Dimensions are 35ft x 37 ft x 50ft. 650 sq ft total space. Red triangle is not to scale*



Figure 2. In depth layout of the proposed garden with large plant locations denoted. Top side (building or south side) and left side (parking lot or east side) are bordered by existing sidewalks. Disregard "benches" as they will not be installed, purchased or used.



Figure 3. Proposed site for hose sleeve installation. This would bypass any risk of tripping by allowing the hose to pass underneath the sidewalk. The irrigation system would save water and allow for increased plant survival through the first two years, reducing recurring costs and labor. The sleeve would be installed underneath the 4th block as viewed from the parking lot and almost in line with the tree in the image.

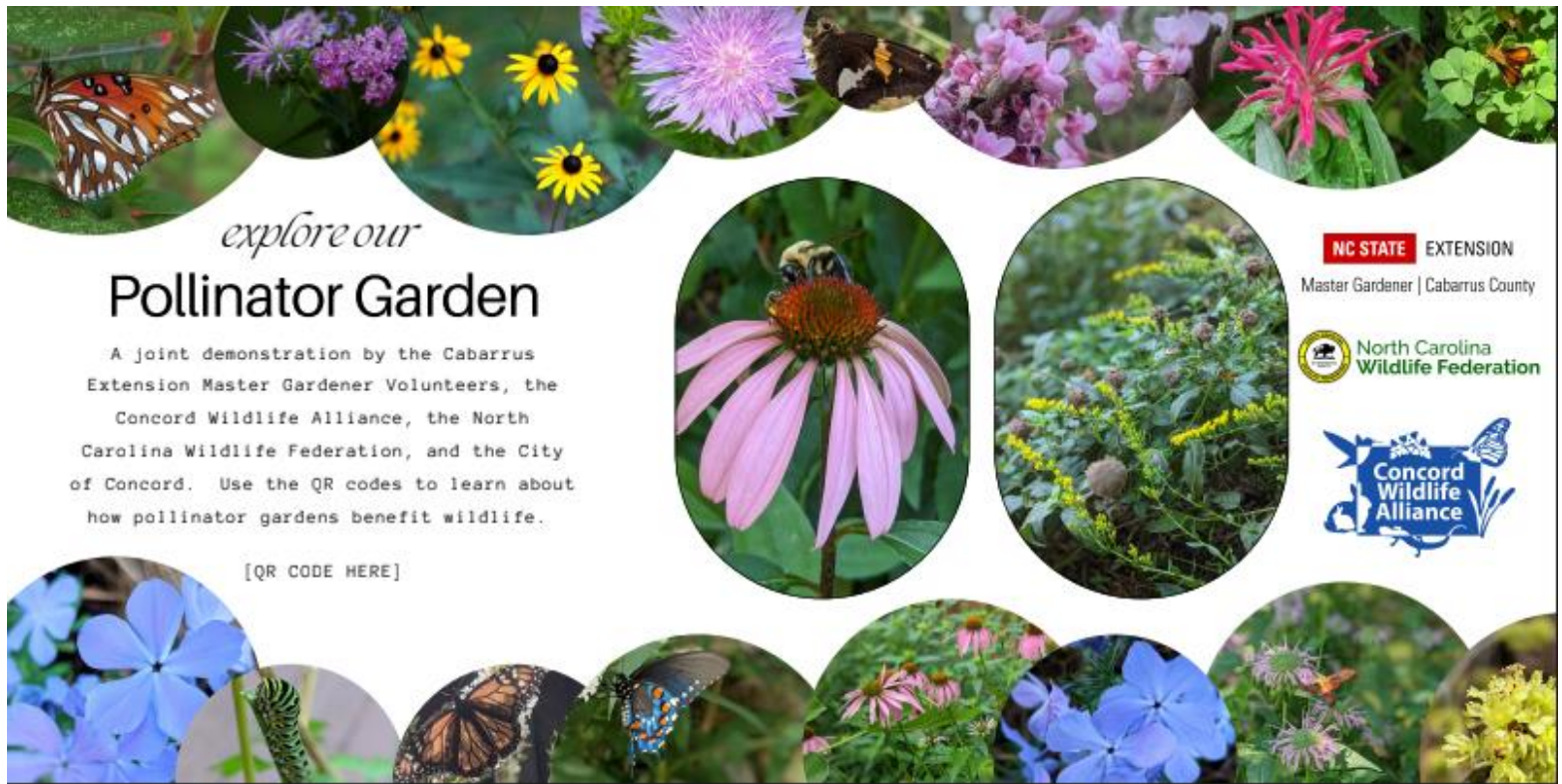


Figure 4. Kiosk mockup. The final will include scannable QR codes that will take viewers to the North Carolina Extension Gardner Plant Toolbox. A database maintained by certified Extension Master Gardeners from across the state.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Juvenile Crime Prevention Council (JCPC) FY 2022-23 Allocation of Funding

BRIEF SUMMARY:

The County receives JCPC funding from the Department of Public Safety (DPS) annually and passes the majority of funds to JCPC-approved sub-recipients. The total amount of funds to be received from DPS for FY 2022-23 is \$459,927. The funding plan, which includes \$15,500 for administrative expenses and \$444,427 for awarded youth programs, along with the JCPC Admin Program Certification, is presented to the Board for approval.

REQUESTED ACTION:

Motion to approve the FY 2022-23 JCPC Certification and County Funding Plan.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Rodney Harris, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Certification



North Carolina Department of Public Safety

JCPC Program - Program Application

SECTION I A	SPONSORING AGENCY AND PROGRAM INFORMATION		
FUNDING PERIOD:	FY 22-23	DPS/JCPC FUNDING # (cont only)	313-XXXX
COUNTY:	Cabarrus	AREA:	Piedmont Area
Multi-County:	No	Multi-Components	No
NAME OF PROGRAM:		JCPC Administration	

SPONSORING AGENCY:	Cabarrus County		
SPONSORING AGENCY PHYSICAL ADDRESS:			
SPONSORING AGENCY MAILING ADDRESS:			
TYPE:	Public	FEDERAL ID #	566000281 01

COMPONENT ID #	NAME OF PROGRAM COMPONENT	PROGRAM TYPE	TOTAL COST OF EACH COMPONENT
35614	JCPC Certification	JCPC Certification	\$ 15,500
		Total cost of components:	\$ 15,500

Program Manager Name & Address *(same person on signature page)*

Name:	Megan Baumgardner	Title:	JCPC Chair
Mailing Address:	77 Union Street South	City:	Concord
Phone:	(704) 796-8115	Fax:	
E-mail:	mebattorney@gmail.com		
Zip:	28025		

Contact Person *(if different from program manager)*

Name:	Megan Baumgardner	Title:	JCPC Chair
Mailing Address:	77 Union Street South	City:	Concord
Phone:	(704) 796-8115	Fax:	
E-mail:	mebattorney@gmail.com		
Zip:	28025		

Program Fiscal Officer *(cannot be program manager)*

Name:	Rodney Harris	Title:	Deputy County Manager
Mailing Address:	65 Church St S	City:	Concord
Phone:	(704) 920-2107	Fax:	(704) 920-2820
E-mail:	rdharris@cabarruscounty.us		
Zip:	28025		

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle.

1-Year Funding: FY 2022-2023

Membership

- | | |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | <u>Yes</u> |
| B. Are members appointed for two-year terms and are those terms staggered? | <u>Yes</u> |
| C. Is membership reflective of social-economic and racial diversity of the community? | <u>Yes</u> |
| D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | <u>No</u> |

If not, which positions are vacant and why?

Cabarrus County has two vacant positions, two persons under 21, or one youth under age 21 and one member of the public representing the interests of families of at-risk youth. The Superintendent designee from Cabarrus County Schools and an at-large member employed within the city school system have been approached to recruit suitable candidates.

Organization

- | | |
|---|-----------------|
| A. Does the JCPC have written Bylaws? | <u>Yes</u> |
| B. Bylaws are | <u>Attached</u> |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | <u>Yes</u> |
| D. Does the JCPC have written policies and procedures for funding and review? | <u>Yes</u> |
| E. These policies and procedures | <u>On file</u> |
| F. Does the JCPC have officers and are they elected annually? | <u>Yes</u> |

Meetings

- | | |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | <u>Yes</u> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | <u>Yes</u> |
| C. Does the JCPC meet six (6) times a year at a minimum? | <u>Yes</u> |
| D. Are minutes taken at all official meetings? | <u>Yes</u> |
| E. Are minutes distributed prior to or during subsequent meetings? | <u>Yes</u> |

Planning

- | | |
|--|------------|
| A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | <u>Yes</u> |
| B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? | <u>Yes</u> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | <u>Yes</u> |

Public Awareness

- | | |
|--|------------|
| A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members?
<input checked="" type="checkbox"/> RFP, Distribution List, and Advertisement attached | <u>Yes</u> |
| B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? | <u>Yes</u> |

No Overdue Tax Debt

- | | |
|---|------------|
| A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as | <u>Yes</u> |
|---|------------|

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

defined by N.C.G.S. §105-243.1, at the Federal, State, or local level?

Briefly outline the plan for correcting any areas of standards non-compliance.

The JCPC is working to fill vacant positions.

The JCPC has elected a Parliamentarian to the slate of officers.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Instructions: N.C.G.S. § 143B-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/her title. Indicate appointed members who are designees for named positions. Indicate race and gender for all appointments.

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	Amy Jewell	School Superintendent	<input checked="" type="checkbox"/>	White	Female
2) Chief of Police or designee	Sergeant Matthew Greer	Sergeant - Concord Police	<input checked="" type="checkbox"/>	White	Male
3) Local Sheriff or designee	Brian Heintz	Cabarrus County Sheriff's Office	<input checked="" type="checkbox"/>	White	Male
4) District Attorney or designee	Beth Street	ADA	<input checked="" type="checkbox"/>	White	Female
5) Chief Court Counselor or designee	David Wall	Chief Court Counselor		Black or African-American	Male
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Lashay Avery	Regional Director of Community Operations	<input checked="" type="checkbox"/>	Black or African-American	Female
7) Director DSS or designee	Sharon Reese	DSS	<input checked="" type="checkbox"/>	Black or African-American	Female
8) County Manager or designee	Rodney Harris	County Finance	<input checked="" type="checkbox"/>	White	Male
9) Substance Abuse Professional	Terry Wise	Substance Abuse		White	Male
10) Member of Faith Community	Steven Ayers	Faith Based		White	Male
11) County Commissioner	Steven Morris	County Commissioner		White	Male
12) A Person Under the Age of 21					
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles					
14) Juvenile Defense Attorney	Heather Mobley	Juvenile Defense Attorney		White	Female
15) Chief District Judge or designee	Judge Steve Grossman	Judge	<input checked="" type="checkbox"/>	White	Male
16) Member of Business Community	Mark Boles	Business		White	Male
17) Local Health Director or designee	Sonja Bohannon-Thacker	Cabarrus Health Alliance	<input checked="" type="checkbox"/>	White	Female
18) Rep. United Way/other non-profit	Carolyn Carpenter	Non-Profit		White	Female
19) Representative/Parks and Rec	Perry Gabriel	Active Living/Parks		White	Male
20) County Commissioner appointee	Beth Downs	At-Large		White	Female
21) County Commissioner appointee	Connie Philbeck	At-Large		White	Female
22) County Commissioner appointee	Jamica LaFranque	At-Large		Black or African-American	Female
23) County Commissioner appointee	Joy Butler	At-Large		White	Female
24) County Commissioner appointee	Marta Meares	At-Large		White	Female
25) County Commissioner appointee	Megan Baumgardner	At-Large		White	Female

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Specified Members	Name	Title	Designee	Race	Gender
26) County Commissioner appointee	Michelle Wilson	At-Large		White	Female

SECTION V	Terms of Agreement
<p>NOTE: Details in the Terms of Agreement and Payment to Sponsoring Agency sections are added by NCALLIES when an application is approved for funding.</p> <p>This Agreement is entered into by and between Department of Public Safety, (<i>hereinafter referred to as the DPS</i>), and County, (<i>hereinafter referred to as the County</i>), the County's Juvenile Crime Prevention Council (<i>hereinafter referred to as the JCPC</i>) and (<i>hereinafter referred to as the Sponsoring Agency</i>).</p> <p>DPS, the County, the JCPC and the Sponsoring Agency do mutually agree as follows:</p>	
Term of Agreement	
<p>This Agreement shall become effective _____ and shall terminate _____.</p>	
Payment to Sponsoring Agency	
<p>All parties agree that services will be delivered as described in the approved Program Agreement and that funds will be disbursed in an amount not to exceed the amount \$ _____ for the term of this agreement, unless amended by an approved Program Agreement Revision.</p>	
Availability of Funds:	
<p>All parties to this Agreement agree and understand that the payment of the sums specified in this Program Agreement budget, or most recently approved Program Agreement Revision, is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to DPS.</p>	
Responsibilities of the Parties	
<p><u>DPS shall:</u></p> <ol style="list-style-type: none"> 1. Disburse funds monthly to County Governments, for payment to the Sponsoring Agency, from funds appropriated by the General Assembly; 2. Reserve the right to suspend payment to the County for any non-compliance of reporting requirements by the Sponsoring Agency set forth in the DPS JCPC Policy; 3. Immediately notify, in writing, the JCPC, County, and Sponsoring Agency (including the Board of Directors, if applicable), if payments are suspended and again once payments resume; 4. Pay only for work as described in the Program Agreement, or most recently approved Program Agreement Revision, provided by the Sponsoring Agency and approved subcontractors; 5. Provide technical assistance, orientation, and training to the Sponsoring Agency, the County and the JCPC; 6. Monitor the Sponsoring Agency's funded program(s) in accordance with <i>DPS JCPC Policy 3. Operations: Program</i> 	

Oversight and Monitoring; and

7. Notify parties entering into this Agreement of all due dates in a timely manner in order for reports to be submitted by the established due dates.

The Sponsoring Agency shall:

1. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority;
2. Comply with all Federal and State laws relating to equal employment opportunity;
3. Keep as confidential and not divulge or make available to any individual or organization without the prior written approval of DPS any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Sponsoring Agency under this Agreement;
4. Acknowledge that in receiving, storing, processing or otherwise dealing with any confidential information, it will safeguard and not redisclose the information, except as otherwise provided in this Agreement;
5. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures;
6. Secure local match, if applicable, pursuant to 14B NCAC 11B.0105, for the approved DPS funds;
7. Create and adopt individualized written agency guidelines specific to the funded program, while also adhering to DPS JCPC Policy for the specific funded program type;
8. Ensure that state funds received are spent in accordance with the approved Program Agreement, or most recently approved Program Agreement Revision, and be accountable for the legal and appropriate expenditure of those state funds;
9. Maintain reports, records, and other information to properly document services rendered and outcomes; also maintain an ability to send and receive electronic communication;
10. Have the capacity to use the DPS electronic, internet-based system for tracking clients served; also maintain an ability to electronically sign required DPS documents;
11. Use generally accepted accounting procedures that guarantee the integrity of the expenditure of funds, and maintain reports, records, and other information to properly account for the expenditure of all State funds provided to the Sponsoring Agency;
12. When refunds are requested from the North Carolina Department of Revenue for sales and/or use taxes paid by the agency in the performance of the Program Agreement, or most recently approved Program Agreement Revision, as allowed by NCGS § 105-164.14(c), the agency shall exclude all refundable sales and use taxes from reportable expenditures submitted to the County and DPS;
13. Submit Program Agreement Revisions, Third Quarter Accounting, Final Accounting, and annual detailed expenditures through NCALLIES. These reports must be in accordance with the submission process as outlined in the DPS JCPC Policy and with the due dates established by DPS;

14. Make personnel, reports, records and other information available to DPS, the County, the JCPC, and/or the State Auditor for oversight, monitoring and evaluation purposes;
15. Submit any other information requested by DPS, the County, the JCPC, and/or the State Auditor;
16. Be responsible for the performance of all subcontractors as described in the Program Agreement or most recently approved Program Agreement Revision;
17. Indemnify, defend, and hold harmless DPS, the State of North Carolina, the County, the JCPC and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Sponsoring Agency in connection with the performance of the Program Agreement or most recently approved Program Agreement Revision;
18. Receive written permission and budgetary approval from DPS prior to using the Program Agreement, or most recently approved Program Agreement Revision, as a part of any news release or commercial advertising, and acknowledge DPS funding in partnership with the County;
19. Comply with *DPS JCPC Policy 6: Operations: Program Eligibility for Funding* regarding any trainings and requirements for the United States Department of Justice national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA) and any additional requirements in 14B NCAC 11C
20. Be deemed an independent contractor in the performance of services described in the Program Agreement, or most recently approved Program Agreement Revision, and as such shall be wholly responsible for the services to be performed and for the supervision of its employees, interns, volunteers and subcontractors; and
21. Represent that it has, or shall secure at its own expense, all personnel required in performing the services as described in the Program Agreement, or most recently approved Program Agreement Revision. Such personnel shall not be employees of or have any individual contractual relationship with DPS.

Sponsoring Agency and Use of Contractor(s)/Subcontractors

The Sponsoring Agency may engage with independent contractors as needed to perform services or support services described in line item 190 the Program Agreement, or most recently approved Program Agreement Revision. When independent contractors are providing services the Sponsoring Agency must:

22. Upload a signed Contract for Professional Services (*Form JCPC/PO 001 Contract for Professional Services Template*) into NCALLIES once the Program Agreement or Program Agreement Revision is approved by DPS;
23. Be responsible for the performance of all contractors or subcontractors as described in the Program Agreement, or most recently approved Program Agreement Revision;
24. Hold any contractor or subcontractor to which the Sponsoring Agency provides State funds accountable for the legal and appropriate expenditure of State funds and require compliance with all applicable laws and DPS JCPC Policy; and
25. Ensure that all contractors or subcontractors provide all information necessary to comply with the standards set forth in the Program Agreement, or most recently approved Program Agreement Revision.

The JCPC shall:

1. Ensure the Sponsoring Agency uses JCPC funds only for the purposes approved by DPS in the JCPC Program Agreement or most recently approved JCPC Program Agreement Revision;
2. Comply with the DPS JCPC Policy, the North Carolina Administrative Code procedures (14B NCAC 11B), and N.C. G.S. §§ 143B-845 to 851;
3. Review and locally approve Program Agreements, Program Agreement Revision(s), and Third Quarter Accounting and submit information to the County in a timely manner to meet due dates established by DPS;
4. Submit any other information requested by the County or DPS; and
5. Monitor the Sponsoring Agency's currently funded JCPC program(s) in accordance with *DPS JCPC Policy 3. Operations: Program Oversight and Monitoring*.
Reference: 14B NCAC 11B.0202 and DPS JCPC Policy (policies 1, 3, 7, 8, 9, 10 and 11).

The County shall:

1. Ensure the Sponsoring Agency is appropriately licensed when applicable, and either a local public agency, a 501(c) 3 nonprofit corporation or local housing authority (applicable only to the JCPC funding process);
2. Use funds only for the purposes approved by DPS in the Program Agreement, or most recently approved Program Agreement Revision;
3. Disburse funds monthly and oversee funds to the Sponsoring Agency in accordance with 14B NCAC 11B.0108;
4. Comply with the DPS JCPC Policy and North Carolina Administrative Code procedures (14B NCAC 11B);
5. Review and locally approve Program Agreement Revisions received from the Sponsoring Agency for final approval from DPS; and
6. Review and locally approve Third Quarter and Final Accounting forms for the JCPC and all funded programs according to the procedures and due dates established by DPS.
Reference: 14B NCAC 11B.0108; DPS JCPC Policy (policies 8 and 9).

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Choice of Law: The validity of this Program Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Program Agreement, are governed by the laws of North Carolina, including the relevant provisions of G.S. Chapter 143B, Article 13, Part 3, Subpart F, and the Rules of 14B NCAC Chapter 11. The parties, by signing this Program Agreement, agree and submit, solely for matters concerning this Program Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purpose, that the exclusive venue for

any legal proceedings shall be Wake County, North Carolina. The place of this Program Agreement and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Program Agreement or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Assignment: No assignment of the Sponsoring Agency's obligations or the Sponsoring Agency's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, DPS may:

- (a) Forward the Sponsoring Agency's payment check(s) directly to any person or entity designated by the Program Manager, or
- (b) Include any person or entity designated by the Sponsoring Agency as a joint payee on the Sponsoring Agency's payment check(s).

In no event shall such approval and action obligate DPS or County Government to anyone other than the Sponsoring Agency, and the Sponsoring Agency shall remain responsible for fulfillment of all Program Agreement, or the most recently approved Program Agreement Revision, obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Program Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Program Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to DPS, the County Government, and the Sponsoring Agency. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any third person. It is the express intention of DPS and County Government that any such person or entity, other than DPS or the County Government or the Sponsoring Agency receiving services or benefits under this Program Agreement shall be deemed an incidental beneficiary only.

Property Rights

Intellectual Property: All deliverable items produced pursuant to this Program Agreement are the exclusive property of DPS. The Sponsoring Agency shall not assert a claim of copyright or other property interest in such deliverables.

Physical Property: The Sponsoring Agency agrees that it shall be responsible for the proper custody and care of any property purchased for or furnished to it for use in connection with the performance of this Program Agreement, or the most recently approved Program Agreement Revision, and will reimburse DPS for loss of, or damage to, such property. At the termination of this Program Agreement, the Sponsoring Agency, County Government, and JCPC shall follow the guidelines for disposition of property set forth in the North Carolina Administrative Code and *DPS JCPC Policy 1. Operations: JCPC Operations*.
Reference: 14B NCAC 11B.0110.

Disbursements and Internal Controls

Reversion of Unexpended Funds

Any remaining unexpended funds disbursed by DPS to the County for the Sponsoring Agency must be refunded/

reverted back to DPS at the close of the fiscal year or upon termination of this Agreement.

Accountability for Funds

Audit Requirement - Local Government or Public Authority Requirements

Local Government or Public Authorities in accordance with N.C.G.S. § 159-34 must have an audit performed in conformity with generally accepted auditing standards. The audit shall evaluate the performance of a unit of local government or public authority regarding compliance with all applicable Federal and State agency regulations. This audit, combined with the audit of financial accounts, shall be deemed to be the single audit described by the "Federal Single Audit Act of 1984".

Audit Requirement – Non-Governmental Entities

An audit, when required by law, or requested by the County or DPS shall be performed in conformity with generally accepted auditing standards and audits of non-governmental entities, both for-profit and not-for-profit, and must meet the requirements of OMB Circular A-133. At a minimum, the required report shall include the financial statements prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to financial statements. The audit report must be submitted to the State Auditor's office as required by law, to the County, and DPS, and to other recipients as appropriate within nine (9) months after the end of the program's fiscal year.

Oversight

Access to Persons and Records

The State Auditor shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, DPS shall have access to persons and records related to all Program Agreements entered into by State agencies or political subdivisions.

Record Retention

Records shall not be destroyed, purged, or disposed of without the express written consent of DPS. State basic records retention policy requires all records to be retained for a minimum of five (5) years or until all audit exceptions have been resolved, whichever is longer. If the Program Agreement is subject to Federal policy and regulations, record retention may be longer than five (5) years since records must be retained for a period of three (3) years following submission of the final Federal Financial Status Report, if applicable, or three (3) years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Program Agreement has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

No Overdue Tax Debt Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

The Sponsoring Agency shall be responsible for the payment of all State, local, and Federal taxes. Consistent with N.C.G.S. § 143C-6-23(c), not for profit organizations shall file with DPS and the County a written statement completed by that Sponsoring Agency's Board of Directors or other governing body, stating whether or not the Sponsoring Agency has any overdue tax debts, as defined by N.C.G.S. § 105-243.1, at the Federal, State, or local level. This written statement, *No Overdue Tax Debts*, shall be completed by the Sponsoring Agency to certify when there are no

overdue taxes. If the agency has overdue taxes, the Sponsoring Agency must notify DPS at the time a Program Agreement is submitted.

Conflict of Interest Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

Consistent with the N.C.G.S. § 143C-6-23(b), not for profit organizations shall file with DPS and the County, a copy of that Sponsoring Agency's policy addressing conflicts of interest that may arise involving the Sponsoring Agency's management employees and the members of its Board of Directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Sponsoring Agency's employees or members of its Board or other governing body, from the Sponsoring Agency's disbursing of State funds and shall include actions to be taken by the Sponsoring Agency or the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the County or DPS will disburse any funds. The Sponsoring Agency shall also complete the DPS Conflict of Interest Policy Statement (*Form DPS 13 001*) and upload the statement in NCALLIES along with and the Sponsoring Agency's policy addressing conflicts of interests.

Proof of 501(c)(3) Not for profit organizations ONLY must comply with this section. This form must be uploaded in NCALLIES when submitting a Program Agreement.

Not for profit organizations must upload proof of the agency's 501(c)(3) status when submitting a program agreement in NCALLIES.

Amendment: This Agreement may not be amended orally or by performance. Any amendment must be requested by the Sponsoring Agency through submission of a Program Agreement Revision and executed by duly authorized representatives of DPS, the County Government, JCPC, and Sponsoring Agency.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Program Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Program Agreement shall remain in full force and effect.

Termination for Cause: If, through any cause, the Sponsoring Agency shall fail to fulfill its obligations under this Program Agreement in a timely and proper manner, DPS shall have the right to terminate this Program Agreement by giving written notice to the Sponsoring Agency and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Sponsoring Agency under this Program Agreement shall, at the option of DPS, become its property and the Sponsoring Agency shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Sponsoring Agency shall not be relieved of liability to DPS for damages sustained by DPS by virtue of the Sponsoring Agency's breach of this agreement, and DPS may withhold any payment due the Sponsoring Agency for the purpose of setoff until such time as the exact amount of damages due DPS from such breach can be determined. The filing of a petition for bankruptcy by the Sponsoring Agency shall be an act of default under this Program Agreement.

Termination without Cause: DPS, the County Government, or the Sponsoring Agency may terminate this Agreement at any time and without cause by giving at least thirty (30) days advance written notice to the other parties. If this Program Agreement is terminated by DPS as provided herein, the Sponsoring Agency shall be reimbursed on a pro rata basis for services satisfactorily provided to DPS under this Program Agreement, or the most recently approved Program Agreement Revision, prior to Program Agreement termination.

Waiver of Default: Waiver by DPS of any default or breach in compliance with the terms of this Program Agreement,

or the most recently approved Program Agreement Revision, by the Sponsoring Agency shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Program Agreement unless stated to be such in writing, signed by an authorized representative of DPS, County Government, the JCPC, and the Sponsoring Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event, pandemic, or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Program Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Entire Agreement: This Program Agreement (including any documents mutually incorporated specifically herein) represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements.

END OF SECTION V – Terms of Agreement

SECTION VI: BUDGET NARRATIVE			
JCPC Administration		Fiscal Year	FY 22-23
Item #	Justification	Expense	In Kind Expense
120	Salary for JCPC Administrative Assistant (\$16.36/hour)	\$13,852	
180	FICA/Tax for JCPC Administrative Assistant Salary	\$1,148	
340	JCPC Public Outreach (replenishing/ordering brochures, flyers, etc.)	\$500	
TOTAL		\$15,500	

Job Title	Annual Expense Wages	Annual In Kind Wages
JCPC Administrative Assistant	\$13,852	
TOTAL	\$13,852	

SECTION VII**Program:** JCPC Administration**Fiscal Year:** FY 22-23**Number of Months:** 12

	Cash	In Kind	Total
I. Personnel Services	\$15,000		\$15,000
120 Salaries & Wages	\$13,852		\$13,852
180 Fringe Benefits	\$1,148		\$1,148
190 Professional Services*			\$0
*Contracts MUST be attached			
II. Supplies & Materials			\$0
210 Household & Cleaning			\$0
220 Food & Provisions			\$0
230 Education & Medical			\$0
240 Construction & Repair			\$0
250 Vehicle Supplies & Materials			\$0
260 Office Supplies and Materials			\$0
280 Heating & Utility Supplies			\$0
290 Other Supplies and Materials			\$0
III. Current Obligations & Services	\$500		\$500
310 Travel & Transportation			\$0
320 Communications			\$0
330 Utilities			\$0
340 Printing & Binding	\$500		\$500
350 Repairs & Maintenance			\$0
370 Advertising			\$0
380 Data Processing			\$0
390 Other Services			\$0
IV. Fixed Charges & Other Expenses			\$0
410 Rental or Real Property			\$0
430 Equipment Rental			\$0
440 Service and Maint. Contracts			\$0
450 Insurance & Bonding			\$0
490 Other Fixed Charges			\$0
V. Capital Outlay			\$0
[This Section Requires Cash Match]			
510 Office Furniture & Equipment			\$0
530 Educational Equipment			\$0
540 Motor Vehicle			\$0
550 Other Equipment			\$0
580 Buildings, Structure & Improv.			\$0
Total	\$15,500		\$15,500

SECTION VIII		SOURCES OF PROGRAM REVENUE (ALL SOURCES)	
FY 22-23 Cabarrus County Funding ID: 313-XXXX			
Sponsoring Agency: Cabarrus County Program: JCPC Administration			
\$15,500	DPS/JCPC Funds	* This is the amount of your request on your application	
0%	Local Match Rate	Is the Local Match Rate 10%, 20% or 30%?	
	County Cash		<i>(Specify Source)</i>
	Local Cash		<i>(Specify Source)</i>
	Local Cash		<i>(Specify Source)</i>
	Local In-Kind		<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
	Other		<i>(Specify Source)</i>
\$15,500	TOTAL	\$0	\$0
		Required Local Match	Match Provided

We, the undersigned, have reviewed this JCPC Program Application to be presented to the Juvenile Crime Prevention Council of this County in accordance with the procedures established by the local Juvenile Crime Prevention Council. Agencies seeking funding must be able to meet the applicable requirements of the North Carolina General Statutes, Administrative Code, and the Division of Adult Correction and Juvenile Justice.

We understand and acknowledge that the approval process is first with the Juvenile Crime Prevention Council, second with the County Board of Commissioners, and the final authority with the Department of Public Safety, Division of Adult Correction and Juvenile Justice.

All parties understand that the availability of funds is contingent upon the appropriation of those funds by the General Assembly of the State of North Carolina.

Chair, County Board of Commissioners or County Finance Director	Date
Chair, Juvenile Crime Prevention Council	Date
Megan Baumgardner	4/4/22
Program Manager	Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - One-Time Purchases

BRIEF SUMMARY:

Every March, the county receives a hold-harmless payment from the State if Medicaid claims are less than the revenue generated from the local sales and use tax previously exchanged for the State to assume responsibility for the non-administrative costs of Medicaid. The March payment exceeded budget by \$4.4 million. The County Manager recommends allocating just under \$2.4 million for one-time purchases to address needs for the elections, information technology, and public safety.

REQUESTED ACTION:

Motion to approve the budget amendment for one-time purchases.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Rodney Harris, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ One-time purchases
- ▣ Budget Amendment

Department	Item	Amount
Board of Elections	Ballot On Demand	65,770
Information Technology Services	Enterprise User Experience Insight	40,000
Information Technology Services	Tape Backup	65,000
Information Technology Services	GIS Server	14,000
Information Technology Services	Network Equipment	266,900
Infrastructure & Asset Management	Vehicles	454,000
Emergency Management	EOC Upgrades	90,000
Emergency Medical Services	EMS HQ Technology	419,080
Sheriff	Bomb - Response Vehicle	475,000
Sheriff	Bomb - Total Containment Vessel	355,000
Sheriff	CERT – Long Range Acoustical Device	50,000
Sheriff	SRO – Pickup Truck	46,600
Sheriff	Motorcycle	30,500
Sheriff	SVRT – Polaris Ranger	25,000
	Grand Total	2,396,850

Budget Revision/Amendment Request

Date: 5/16/2022

Amount: 2,815,930.00

Dept. Head: Rodney Harris (prepared by Wendi Heglar)

Department: CMO

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

To budget one time expenditures with funds received over budget for Medicaid hold harmless.							
Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	1910-6445	MEDICAID HOLD HARMLESS	4,000,000	2,396,850	-	6,396,850
001	9	1510 9860	Equipment & Furniture	-	65,770	-	65,770
001	9	1810 9860	Equipment & Furniture	-	385,900	-	385,900
001	9	1955 9863	Motor Vehicles	703,940	454,000	-	1,157,940
001	9	2710 9860	Equipment & Furniture	-	90,000	-	90,000
380	9	9820 EMSHQ	Construction - Technology	20,520,017	419,080	-	20,939,097
001	9	2110 9860	Equipment & Furniture	34,005	405,000	-	439,005
001	9	2110 9863	Motor Vehicles	1,714,915	577,100	-	2,292,015
380	6	2730 6902 EMSHQ	Contribution from General Fund	2,500,000	419,080	-	2,919,080
001	9	1960 9708	Contribution to Capital Project Fund	10,590,316	419,080	-	11,009,396

Budget Officer

☐ Approved
☐ Denied

Signature

Date

County Manager

☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

☐ Approved
☐ Denied

Signature

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

DHS - Transportation Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and Coronavirus Aid, Relief, and Economic Security (CARES) Act 5310 Funds

BRIEF SUMMARY:

The Federal Transit Administration has released Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and Coronavirus Aid, Relief, and Economic Security (CARES) Act 5310 funds to the City of Concord NC. The City of Concord NC has awarded \$35,018 to Cabarrus County. These funds will be reimbursed to Cabarrus County for expenses incurred on or after January 20, 2022. Cabarrus County will use these funds to cover fuel costs.

REQUESTED ACTION:

Motion to accept the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and Coronavirus Aid, Relief, and Economic Security (CARES) Act 5310 grant funds and approve the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Bob Bushey, Transportation Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ CRRSAA Plan
- ▢ Region IV CRRSAA Toolkit
- ▢ 5310 CRRSA Grant
- ▢ Budget Amendment

Bob Bushey

From: Jessica Jones <jonesj@concordnc.gov>
Sent: Tuesday, April 5, 2022 11:26 AM
To: Bob Bushey; Lisa K. Thompson
Cc: Eva Hill; Anthony L. Hodges; Dana Pastores
Subject: RE: 5310 update

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Thank you for that information. We will work on an application with FTA and let you know if we need any additional information as we work through that process. We will award you the \$35,018 in CRRSA 5310 funds. Please let me know if you have any questions. Thank you!

Jessica Jones
Finance Director
City of Concord
704-920-5222
jonesj@concordnc.gov

From: Bob Bushey <rwbushey@cabarruscounty.us>
Sent: Tuesday, April 5, 2022 11:20 AM
To: Jessica Jones <jonesj@concordnc.gov>; Lisa K. Thompson <LKThompson@cabarruscounty.us>
Cc: Eva Hill <hille@ConcordNC.gov>; Anthony L. Hodges <ALHodges@cabarruscounty.us>; Dana Pastores <DRPastores@cabarruscounty.us>
Subject: RE: 5310 update

CAUTION: This email originated from outside the City of Concord. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Jessica, we would like to use it for fuel.

From: Jessica Jones <jonesj@concordnc.gov>
Sent: Tuesday, April 5, 2022 11:10 AM
To: Bob Bushey <rwbushey@cabarruscounty.us>; Lisa K. Thompson <LKThompson@cabarruscounty.us>

Cc: Eva Hill <hille@ConcordNC.gov>; Anthony L. Hodges <ALHodges@cabarruscounty.us>; Dana Pastores <DRPastores@cabarruscounty.us>
Subject: RE: 5310 update

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

We are not doing a formal application process. Can you send me a summary of what you would use the funds for (salaries, operations, etc)? Rowan County has expressed that they could use the funds as well, so we will probably split these funds equally between you both since you are the only two active grant recipients we have. Once I know how you are planning to use them, I will get the application started with FTA. After they approve the application and award the grant, we will do a subrecipient agreement and then you can submit expenses for reimbursement. Thank you!

Jessica Jones
Finance Director
City of Concord
704-920-5222
jonesj@concordnc.gov

From: Bob Bushey <rwbushey@cabarruscounty.us>
Sent: Tuesday, April 5, 2022 11:00 AM
To: Jessica Jones <jonesj@concordnc.gov>; Lisa K. Thompson <LKThompson@cabarruscounty.us>
Cc: Eva Hill <hille@ConcordNC.gov>; Anthony L. Hodges <ALHodges@cabarruscounty.us>; Dana Pastores <DRPastores@cabarruscounty.us>
Subject: RE: 5310 update

CAUTION: This email originated from outside the City of Concord. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Hi Jessica,
Sorry for the delay. Yes, we can use extra funds. What is the process for applying?

From: Jessica Jones <jonesj@concordnc.gov>
Sent: Tuesday, April 5, 2022 10:45 AM
To: Bob Bushey <rwbushey@cabarruscounty.us>; Lisa K. Thompson <LKThompson@cabarruscounty.us>
Cc: Eva Hill <hille@ConcordNC.gov>
Subject: RE: 5310 update

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Good morning! I wanted to follow up on the American Rescue Plan and CRRSA 5310 funds that I asked about below. Can you please let me know if you have any eligible items for those funds? We would like to move forward with getting a grant written for these funds. If you don't have any need for these additional funds, that is fine, but please let me know. Thank you!

Jessica Jones
Finance Director
City of Concord
704-920-5222
jonesj@concordnc.gov

From: Jessica Jones
Sent: Thursday, March 24, 2022 1:21 PM
To: Bob Bushey <rwbushey@cabarruscounty.us>; Lisa K. Thompson <LKThompson@cabarruscounty.us>
Cc: Eva Hill <hille@ConcordNC.gov>
Subject: 5310 update

Good afternoon! Just as a quick update – I hope to have your FY21 grant agreement to you no later than next week so that you can get that through your approval process. We also have some additional 5310 funding that I wanted to make you aware of so that you could be thinking about what eligible items you may have.

- We have \$35,019 of 5310 American Rescue Plan funds available. These funds are 100% federal funds and can be used for any operational expenses. I've attached a toolkit that FTA sent us that helps answers some questions. There are also links to FAQs on their websites in the document as well.
- We also have \$35,018 of 5310 CRRSA funds available. These funds are 100% federal funds and can be used for any operational expenses. I've attached a toolkit that FTA sent us that helps answers some questions. There are also links to FAQs on their websites in the document as well.
- The committee wanted us to reach out to our current grantees to see if they have any eligible expenses they can use these funds for. We do not plan to do a call for projects for these funds so that we can award them quicker. We are hoping they can be additional funds to help you with current needs. I am asking for the same information from Rowan County since they also have active 5310 grants. Once we hear back from both of you, we will determine how we will allocate the funds based on what eligible items/needs you have.

Also, just as a heads up, we are planning to get the next call for projects out for our regular 5310 allocation around April 8th. The applications will be due by May 9th and the committee will meet by the end of May to award those funds. We are still working through the details of the funding that will be available at that time, but it looks like it will be around \$230,000. You should see an email from us on April 8th announcing the call for projects.

Please let me know your thoughts on how these extra 100% funds might be used within your organization. Thank you!

Jessica Jones
Finance Director
City of Concord
704-920-5222
jonesj@concordnc.gov

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time.

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

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CRRSAA GRANT-MAKING TOOLKIT | FEDERAL TRANSIT ADMINISTRATION

Before compiling your TrAMS application, please review the language of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA, Pub. L. 116-260, December 27, 2020) and applicable Federal Transit Administration (FTA) Circulars (<https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/final-circulars>, specifically C9030.1E, C5010.1E, C9040.1G, and C9070.1G). You also may review resources available on FTA's website (<https://www.transit.dot.gov/coronavirus>), which include COVID-19 FAQs, for additional guidance.

This grant-making toolkit is a general reminder of the items that FTA reviewers might look for in CRRSAA applications and applications for Coronavirus Aid, Relief, and Economic Security (CARES) Act funding unobligated as of December 27, 2020. FTA may request additional information and documentation depending on each application and its specific requirements. The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies. Recipients and subrecipients should refer to FTA's statutes, regulations, and Circulars for applicable requirements.

GENERAL NOTES:

- Recipients should apply for CRRSAA funds through a stand-alone TrAMS application, separate from CARES Act and other non-CRRSAA funding applications.
- For more information regarding changes and differences between the CARES Act and the CRRSAA, please see FTA's [COVID-19 FAQs](#) on the above referenced website.
- The Emergency Relief Docket (FTA-2021-0001 at <https://www.regulations.gov/docket?D=FTA-2021-0001>) is open and available for requests for relief from FTA statutory and administrative requirements of Sections 5307, 5311, and 5310 funding in States that have declared an emergency or the President has declared a disaster. Grant recipients should discuss the need for a waiver with the FTA regional office prior to submitting a request to the Docket. Any waiver requests or approvals from FTA requirements should be referenced in the grant application.
- To the maximum extent possible, CRRSAA funds shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation), unless the recipient certifies to FTA that the recipient has not furloughed any employees within the agency under the Federal Fiscal Year (FFY) 2021 Certifications and Assurances. Recipients are responsible for ensuring that payments of CRRSAA funds to subrecipients are consistent with this requirement and that the FFY 2021 Certifications and Assurances are properly certified.
- FTA will reimburse any actual, eligible expenses incurred on or after January 20, 2020, which is the date that the public health emergency was declared, including eligible expenses that may have otherwise been offset by lost revenue. This includes all expenses normally eligible under Urbanized Area Formula Grants (Section 5307), the Formula Grants for Rural Areas Program (Section 5311), or the Enhanced Mobility for Seniors and Individuals with Disabilities Program (Section 5310) that occurred on or after January 20, 2020, at a 100% Federal share.
- All net operating expenses (after subtracting fare revenues from the eligible operating expenses) are eligible under Section 5307, Section 5311, and Section 5310, for all recipients in large urban,

small urban, and rural areas that are incurred on or after January 20, 2020, including the following:

- Provision of transit service, including but not limited to:
 - Drivers and other operations worker salaries;
 - Fuel; and
 - Supplies (including personal protective equipment and cleaning supplies).
 - Administrative leave for operations employees (including employees performing maintenance). Administrative leave is an administratively authorized absence from duty without loss of pay or reduction in an employee's available leave. In the context of the COVID-19 public health emergency, administrative leave could include, but is not limited to, leave for an employee who is not required to work due to a reduction in service or leave for a worker who is quarantined after potential exposure to an individual infected with COVID-19.
 - Operations and maintenance service contracts for service provided, or to pay for administrative leave of contractor operations or maintenance personnel.
- After reviewing FTA's [COVID-19 FAQs](#), please direct outstanding CRRSAA inquiries to your [Regional Office](#).

RECIPIENT INFORMATION

CERTIFICATIONS AND ASSURANCES: Prior to award, each recipient must have the FFY 2021 Certifications and Assurances pinned in TrAMS. If the Approving Official and Attorney were not the users to pin in TrAMS, please ensure the appropriate documentation is attached (e.g., Delegation of Authority, Signature Page). If a CRRSAA application in TrAMS includes expenditures that are not directly related to payroll and operations of public transit, FTA will review the recipient's Certifications and Assurances to ensure that the recipient has certified to FTA that no employees have been furloughed. Any questions regarding this requirement, not sufficiently answered by FTA's [COVID-19 FAQs](#), should be directed to your FTA Regional Office.

The FFY 2021 Certifications and Assurances and a summary of changes made between FFY 2020 and FFY 2021 have been posted on FTA's website. See: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

CIVIL RIGHTS: Each recipient must adhere to civil rights laws in all areas, including the Americans with Disabilities Act (ADA), Equal Employment Opportunity, Disadvantaged Business Enterprise, and Title VI of the Civil Rights Act. CRRSAA grants that include projects with new construction, construction that involves alterations of stations or stops, or that involve rebuilding or retrofitting vehicles must meet the U.S. Department of Transportation's Standards of ADA compliance. See: <https://www.transit.dot.gov/regulations-and-guidance/civil-rights-ada/civil-rightsada>.

SYSTEM FOR AWARD MANAGEMENT (SAM) REQUIREMENTS: Each applicant or recipient must have an active (i.e., not expired or otherwise restricted) SAM registration to apply for awards. See: <https://sam.gov/SAM/>.

SUPPORTING DOCUMENTATION: Attach all relevant supporting documentation in the Application Documents section. Supporting Documentation may include, but is not limited to, split or suballocation letters, requests and/or approvals of FTA waivers and Program Circular Operating Expense Worksheets used to determine the

amount of eligible operating assistance (e.g., Appendix C of C9030.1E for 5307, https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/FINAL_FTA_circular9030.1E.pdf). Additional documentation may be requested at FTA's discretion.

APPLICATION DETAILS

APPLICATION NAME: The Application Name should specifically include the Agency Name, the applicable program (i.e., 5307, 5311, 5311(c), or 5310), reference to CRRSAA, and a title that accurately reflects the project scope.

Example: *ABC Transit Section 53XX CRRSAA Operating Assistance*

APPLICATION TYPE: Select "Grant."

APPLICATION EXECUTIVE SUMMARY: Include FFY 2021 Section 53XX CRRSAA, amount of federal funds being requested, indicating whether for the full apportionment or partial, a brief application description, and types of project(s) included.

First paragraph template: *This is an FFY 2021 Section 53XX CRRSAA application in the amount of \$XXXX, representing X% (up to 100%) federal share of the total eligible amount. This application utilizes CRRSAA funding to prevent, prepare for, and respond to coronavirus. The application scope of work includes [provide a list of projects included in the application].*

The Application Executive Summary should also include:

- Total federal funds apportioned or suballocated to the recipient, as well as a breakdown by urbanized area (if applicable):

The split/suballocation letter(s), dated xx/xx/xx21, are attached in TrAMS.

- Any remaining balance of federal funds that will be requested in future grants or amendments.
- If the application includes line items that are not directed to payroll and operations of public transit (including the payroll and expenses of private providers of public transit), the Recipient should include one of the following three statements to reflect the requirement at Section 1.5 of the FFY 2021 Certifications and Assurances:

- *The Recipient certifies that it, and its subrecipients and contractors that are providers of public transportation, have not furloughed any employees since March 27, 2020 (the enactment date of the CARES Act); **or***
- *The Recipient certifies that it and any subrecipient or contractor that is a provider of public transportation: (a) are currently not furloughing any employees; (b) have, to the maximum extent possible, brought back any employees previously furloughed as a direct result of financial challenges caused by the COVID-19 public health emergency; and (c) have rehired, or posted to rehire, any positions of employees who were laid off as a result of financial challenges caused by the COVID-19 public health emergency; **or***
- *The Recipient certifies that it and any subrecipient or contractor that is a provider of public transportation: (a) intend, to the maximum extent possible, to use CARES Act or CRRSAA funds to bring back any employees previously furloughed as a direct result of financial difficulties caused by the COVID-19 public health emergency; (b) intend to use CARES Act or CRRSAA funds to rehire any positions of employees who were laid off as a direct result of financial challenges*

caused by the COVID-19 public health emergency; and (c) will explain how they have spent CARES Act or CRRSAA funds on payroll, operations, or payroll and expenses of private providers of public transportation “to the maximum extent possible.”

- A certification that:

The Recipient agrees that if it receives Federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different Federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any Federal share that duplicates funding provided by FEMA, another Federal agency, or an insurance company.

- If applicable, the Executive Summary should identify subrecipients funded through the grant application and the projects being implemented by each subrecipient.
- A statement highlighting whether any projects in the application lead to a functional, location, or capacity change. If not, include:

Per the CRRSAA, the project(s) in this application is/are not required to be programmed in the Long-Range Transportation Plan, Statewide Transportation Plan, or Statewide Transportation Improvement Program.

If a project involves a functional, location, or capacity change, include:

This project(s) is listed in the current STIP. The STIP ID is XXXX (if applicable). This project is referenced in the STIP on page XX, and the reference page is attached in Application Documents.

- If using 3rd party contractors, please add the following:
“[Recipient name] will follow all 3rd party procurement policies as defined in C4220.1F (Third Party Contracting Guidance).”
“[Recipient name] will ensure contractors procured will not be on the FTA Suspension and Debarment list.”

•

PERIOD OF PERFORMANCE START DATE: Date grant is awarded (automatically populated at FTA Obligation/Award)

PERIOD OF PERFORMANCE END DATE: Select date by which all activities are expected to be complete and no further costs incurred. The Period of Performance End Date should be set to the next March 30th, a minimum of two years beyond the latest milestone. For example, if the latest milestone is 12/20/22, the Period of Performance End Date would be 3/30/25.

NOTE: If all activities were completed prior to the Award Start Date due to pre-award authority, the recipient should enter an Award End Date at least six months after the Award Start Date to provide time for disbursement of funds.

PRE-AWARD AUTHORITY: The Pre-Award Authority start date for CRRSAA funding is January 20, 2020. If pre-award authority is utilized, a recipient will be required to prepare an initial Federal Financial Report in TrAMS before grant execution.

INDIRECT COST RATE: All recipients must identify whether:

- Indirect costs will be applied to this application at the organization's approved rate.
- The de minimis indirect cost rate of 10% will be applied to this application.

or,

- Indirect costs will not be applied to this application.

If your organization's approved Indirect Cost rate will be applied, include the rate information and ensure that either Cost Allocation Plan or Indirect Cost Rate Proposal approval documentation is uploaded in TrAMS in the organization's Recipient Profile. If applying the de minimis rate, please ensure the certification form has been uploaded in TrAMS.

NOTE: Indirect costs may be included for capital and operating projects, in accordance with the requirements outlined in the approved indirect cost documentation, including established rates, timeframes, and applicable items of cost. Applicants should identify the rate and amount of indirect costs in the ALI description. Please consult the FTA [Regional Office](#) for additional guidance.

PROJECT DETAILS AND NARRATIVES

PROJECT NAME: Each project (or expense) must include a name that identifies the eligible expenses being undertaken within the project.

PROJECT DESCRIPTION: Information in this section should allow reviewers to obtain a general understanding of the nature, purpose, and eligibility of the activities and expenses.

Considerations for the Project Details section:

Funding Type. State the type of funds requested (5307/5311/5311(c)/5310). Include total project cost and the amount of federal funding being requested in this grant application. Indicate whether future grant requests will be made for remaining project costs.

Also, include: *The Federal share is X% (up to 100%).*

X% (up to 10%) of the CRRSAA allocation will be used for state/program administration. (For Section 5311/5310)

Project Scope. Describe the scope of work, components, and quantity of capital items funded under this project, as well as a justification for the grant request. Include the useful life of capital components valued over \$5,000 funded in the project.

Program of Projects. Private providers of public transportation, who are eligible subrecipients under CRRSAA, should be listed in the Program of Projects in TrAMS, if applicable.

For Section 5307 CRRSAA funds, operating assistance projects and capital projects that do not involve a substantial change to the function, location, or capacity of an asset, are subject only to the requirements associated with making the amount of funding available to the recipient (49 U.S.C. § 5307(b)(1)) and making the final program of projects available to the public (49 U.S.C. § 5307(b)(7)). Projects funded with Section 5307 CRRSAA funds that involve substantial changes to the function, location, or capacity of transit system assets are subject to all Program of Projects requirements.

For Section 5311 and Section 5310 CRRSAA funds, a State or designated recipient may develop a program of projects consistent with its documented State Management Plan or Program Management

Plan that has been updated to accommodate CRRSAA funds.

Please work with your [Regional Office](#) should you have questions about Program of Projects requirements under CRRSAA.

Coordinated Plan. For 5310 CRRSAA applications, include a statement confirming that all projects are consistent with a Coordinated Human Services Transportation Plan.

Intercity Bus. While States are not required to set aside 15 percent of their 5311 CRRSAA funds for intercity bus service, intercity bus service is an eligible expense under CRRSAA.

NOTE: If including funds for intercity bus service in a TrAMS application, add separate ALI(s) in the application budget under Scope 634-00, as you would in an annual formula Section 5311 application.

Explanation of Expenses. Explain the approach used to determine requested funding under this project, such as reliance on the most recent year's National Transit Database (NTD) data.

Example: *We developed our request based on the most recent year's NTD data.*

PROJECT BENEFITS: Each project must include a statement of the intended outcomes of the project and who will benefit from the project.

CAPITAL INVESTMENT PROJECT DETAILS: Select "No, this is not a Capital Investment Grant project."

PROGRAM PLAN INFORMATION: Please review the programming requirements under CRRSAA that may apply to your project.

Under **STIP/TIP**, include one of the following statements in the description box. Note that, per CRRSAA, STIP/TIP is required *only* for capital projects leading to a substantial functional, location, or capacity change.

This project(s) includes only operations, planning and/or capital projects, with no substantial functional, location, or capacity change. Therefore, per CRRSAA requirements, no Statewide Transportation Improvement Program (STIP) or Transportation Improvement Plan (TIP) documentation is needed.

or

This project(s) is listed in the FY XXXX-20XX Statewide Transportation Improvement Program (STIP), approved by FTA/FHWA on XX/XX/XXXX. The STIP ID is XXXX (if applicable). This project is referenced in the STIP on page XX, and the reference page is attached in Application Documents.

PROJECT LOCATION: Recipients should identify the Urbanized Area(s) and congressional district(s) in which the project is located, along with a brief narrative on the project's location.

BUDGET ACTIVITY LINE ITEMS & MILESTONES

FTA FUNDING INFORMATION: CRRSAA funds have been apportioned under Section 5307, Section 5311, and Section 5310. When building the application budget, please select the appropriate FTA Funding Source for your agency:

- | | |
|------------|---|
| 5307 | Urbanized Area Formula Grants (CRRSAA); |
| 5311 | Rural Area Formula (CRRSAA); |
| 5311(c)(1) | Tribal Formula (CRRSAA); or |

5310 Enhanced Mobility of Seniors and Individuals with Disabilities (CRRSAA).

ACCOUNT CLASSIFICATION CODES (ACC)

Short Code	Program	Account Class Code	Fiscal Year	Appropriation Code	Section Code	Limitation Code
5307-8	Urbanized Area (CRRSAA)	2021. 28.90.CR.1	2021	28	90	CR
5311-9A	Rural Area (CRRSAA)	2021. 28.18.CR.1	2021	28	18	CR
5311-9B	Tribal (CRRSAA)	2021. 28.18.TR.1	2021	28	18	TR
5310-1B	Mobility States (CRRSAA)	2021. 28.16.SR.1	2021	28	16	SR
	Mobility 50-200K (CRRSAA)	2021. 28.16.MR.1	2021	28	16	MR
	Mobility >200K (CRRSAA)	2021. 28.16.LR.1	2021	28	16	LR

LINE ITEMS: Appropriate scopes and ALIs should be selected when developing the project budget. Please utilize the “Custom Line Name” feature to denote specific use of funds, as appropriate.

5307 Urbanized Area Formula Grants (CRRSAA). Following selection of the CRRSAA Account Classification Code (ACC), the Operating Assistance Scope Code for operational expenses under the 5307 CRRSAA program is **300-00**. Activity Line Item (ALI) code for 5307 CRRSAA operational expenses at 100% is **30.09.08** with a pre-set 100% share. For Preventive maintenance, use Scope Code **117-00** with the ALI of **11.7A.00**. For ADA paratransit, use Scope Code **117-00** with the **ALI of 11.7C.00**. Other ALIs also are available.

5311 Rural Area Formula (CRRSAA). Following selection of the CRRSAA ACC, the Operating Assistance Scope Code for operational expenses under the 5311 CRRSAA program can be either 300-00 or 600-00. The recommended Scope Code is **600-00** with the ALI of **30.09.08** with a pre-set 100% share. However, recipients that traditionally use other Scope and ALI coding may use those. For Program Administration, use Scope Code **610-00** with the ALI of **11.80.00**. For Intercity Bus, use Scope **634-00** with the ALI of **30.09.08**.

5310 Enhanced Mobility of Seniors & Individuals with Disabilities (CRRSAA). Following selection of the CRRSAA ACC, please use Scope Code **641-00**. ALI code for 5310 CRRSAA operational expenses at 100% is **30.09.08** with a pre-set 100% share. For Program Administration, use Scope Code **610-00** with the ALI of **11.80.00**.

EXTENDED BUDGET DESCRIPTION (EBD): Sufficiently detailed EBDs should be provided for each ALI and include the more activity-specific information that may not have been mentioned at the Project level.

Helpful information might include:

Contract Information. Please note the selection process used for each procurement (e.g., sole source). If your agency has requested a waiver on the Emergency Relief Docket, please note here.

Useful Life. Please include useful life information for all rolling stock ALIs and capital equipment valued over \$5,000 in the EBD of the applicable ALI. Refer to C 5010.1E for common useful life standards and sources where useful life information of less common assets may be found.

For vehicle replacement, include a list of vehicles being replaced with vehicle identification numbers (VINs) and mileage (or reference the attached document where information is listed). Include a statement that replacement vehicles have met useful life.

For State Department of Transportation recipients: If the State has a different useful life from FTA in their State Management Plan (SMP), please note in EBD.

Project Management, Force Account, Fleet Management Plans, and Transit Asset Management

Plans. Indicate the status of any of these documents, if required. Force account work under \$1,000,000 may be performed with no additional documentation. Force account work between \$1,000,000 and \$10,000,000 requires justification. Force account work over \$10,000,000 requires a Force Account Plan approved by FTA.

Common project activities funded by CRRSAA may include operating and the provision of service, preventive maintenance, project administration, and state administration. Preventive maintenance may be categorized as an operating expense for CARES Act and CRRSAA grants. Suggested EBD language for these activities is provided below.

For **Operations** activities:

Operating funds will cover expenses for existing service incurred beginning XX/XX/20XX until XX/XX/20XX, including [provide brief description of costs].

or

Operating funds will cover expenses for new or expanded service incurred beginning XX/XX/20XX until XX/XX/20XX, including [provide brief description of costs]

NOTES: If the operating assistance period overlaps with the operating assistance period in another application (CARES Act or other FTA funding), please list the applicable FAIN(s) and add a statement explaining that the other available funding is insufficient to cover eligible operating expenses within the period.

_____ If applying for multiple years of operating assistance, please separate each year/12-month increment into separate ALIs.

Recipients may use the worksheet in Circular 9030.1E to determine the amount of eligible operating assistance, if needed. If worksheet is used, please attach. Generally, the eligible amount of operating assistance is *operating costs minus fare box revenues*.

For **Preventive Maintenance** activities:

Preventive maintenance funds will cover expenses from XX/XX/2020 until XX/XX/20XX. Expenses include [provide brief description of costs].

Be sure to list preventive maintenance items valued over \$5,000 and their useful life.

When there are no items over \$5,000:

"The agency [Name] does not anticipate the purchase of items over \$5,000 in value at this time. Any items with value over \$5,000 identified during the execution of the activities under this ALI will be included

after award (actual value and useful life)."

If applying for multiple years of preventive maintenance, please separate each year/12 month increment into separate ALIs.

For **Project Administration** expenses:

These funds will be used to support administrative activities pertaining to the immediate accomplishment or oversight of capital activities outlined within this grant.

For **State Administration** expenses:

These funds will be used to support administration of CRRSAA 5311 funding. This ALI does not exceed the maximum of 10% of the state's CRRSAA apportionment.

For **Program Administration** expenses:

These funds will be used to support administration of CRRSAA 5310 funding. This ALI does not exceed the maximum of 10% of the CRRSAA apportionment.

For other project activities, please consult with the [Regional Office](#), as appropriate.

Please ensure that the quantity of capital purchases is included in the budget in the quantity field, and confirm that this number matches the language in extended budget description.

MILESTONES: Each milestone will be populated with a generic start date/end date field, and recipients are required to identify, at minimum, a start date and an end date for each ALI. However, recipients should add additional milestones, as appropriate, to allow for efficient oversight.

- ALIs that do not include contracted out project activities should, at a minimum, include: (1) Activity Start Date and (2) the Activity Completion Date.
- At a minimum, activities that will require a contract award should have milestones identifying the (1) Request for Proposal (RFP)/Invitation for Bids (IFB Issuance Date, (2) Contract Award Date, and (3) Contract Completion Date.
- Rolling stock ALIs should list five milestones: (1) RFP/IFB Issue Date, (2) Contract Award Date, (3) Initial Delivery Date, (4) Final Delivery Date, and (5) Contract Completion Date.

Milestone dates prior to the Period of Performance Start Date may be entered if the recipient has used pre-award authority.

NOTES: For CRRSAA funding, pre-award authority cannot be applied before January 20, 2020.

For State vehicle contracts, please ensure that the vehicle order was not submitted prior to January 20, 2020.

The Period of Performance End Date on the Application Details screen must occur after the final milestone date in the application.

ENVIRONMENTAL DETERMINATIONS

All National Environmental Policy Act (NEPA) and related environmental requirements apply under CRRSAA.

- Operating, planning, and administrative activities will typically fall under Class II(c) – Categorical

Exclusion (C-List), Type 04.

- Capital activities, including preventive maintenance, for COVID-19 response typically will fall under Class II(c) – Categorical Exclusion (C-List), Type 07 (vehicles and equipment), or Type 08 (facilities).

Please note that even though a “C-List” categorical exclusion (CE) option (23 CFR § 771.118(c)) may apply to a project, additional requirements applicable to other Federal and State statutes and regulations may still apply, including but not limited to Section 106 of the National Historic Preservation Act, Section 4(f) of the 1966 Department of Transportation Act, the Clean Water Act, the Clean Air Act, the General Bridge Act, and the Endangered Species Act. Some of these requirements may require review and/or permitting by other Federal agencies. Actions requiring consultation or permitting by another federal agency could constitute unusual circumstances and potentially trigger a higher level of NEPA review, requiring the development of an Environmental Assessment or an Environmental Impact Statement. Requirements under other environmental laws and permits must be met before the project proceeds, regardless of the availability of the NEPA C-List CE. If your project may require additional review or permitting, please consult with your FTA regional planning contact or Environmental Protection Specialist immediately.

Mee Xiong

From: Eva Hill <hille@ConcordNC.gov>
Sent: Wednesday, April 20, 2022 8:35 AM
To: Mee Xiong
Cc: Jessica Jones; Dana Pastores
Subject: RE: 5310 update

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Good morning Mee,

You all are receiving the CRRSA grant in the amount of \$35,018. The grant is part of the Emergency Relief Program.

Have a great day,

Eva L. Hill | *Grants Specialist*
Finance Department | City of Concord
35 Cabarrus Avenue West | Concord, NC 28025
Phone: (704) 920-5229 | Fax: (704) 920-6951



From: Mee Xiong <mnxiong@cabarruscounty.us>
Sent: Tuesday, April 19, 2022 4:12 PM
To: Eva Hill <hille@ConcordNC.gov>
Cc: Jessica Jones <jonesj@concordnc.gov>; Dana Pastores <DRPastores@cabarruscounty.us>
Subject: FW: 5310 update

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Hi Eva.

I sent the email below to Jessica but was just notified that she is out until the 25th. Can you assist me or should I need to wait for her return? Thank you.

From: Mee Xiong
Sent: Tuesday, April 19, 2022 4:05 PM
To: Jessica Jones <jonesj@concordnc.gov>
Cc: Dana Pastores <DRPastores@cabarruscounty.us>
Subject: FW: 5310 update

Hi Jessica,

Hope your day is going well.

I'm going to prepare a budget amendment for this grant. I have read through the email thread below but I want clarification and so I have a few questions for you about the grant that will help me prepare the BA accurately.

I understand we are receiving one of two grants. Which grant are we receiving? Is the grant part of the Recovery Act? If not, what kind of a grant is it? What is the grant amount?

Thank you so much Jessica for your help.

From: Dana Pastores <DRPastores@cabarruscounty.us>
Sent: Tuesday, April 19, 2022 11:41 AM
To: Mee Xiong <mnxiong@cabarruscounty.us>
Cc: Bob Bushey <rwbushey@cabarruscounty.us>
Subject: FW: 5310 update

Hello Mee

Can you complete a BA for Bob please? Bob has the expense line listed below. Can you put the \$\$ in the 5310 revenue line too please.

Thank you
Dana Pastores
Business Manager
Cabarrus County DHS
O: 704-920-1569
F: 704-920-1401



From: Bob Bushey <rwbushey@cabarruscounty.us>
Sent: Tuesday, April 19, 2022 11:16 AM
To: Dana Pastores <DRPastores@cabarruscounty.us>
Cc: Anthony L. Hodges <ALHodges@cabarruscounty.us>
Subject: FW: 5310 update

Dana,

I have submitted the agenda item for this. There is no County match for this. I guess the only thing we need now is the budget amendment. We can use it for expenses incurred on or after January 20, 2020 so we can get reimbursed as soon as we get the contract after commissioner approval.

Also, I am getting ready to submit our next application for the regular 5310 Grant.

From: Bob Bushey
Sent: Tuesday, April 19, 2022 9:14 AM
To: Dana Pastores <DRPastores@cabarruscounty.us>
Cc: Anthony L. Hodges <ALHodges@cabarruscounty.us>
Subject: FW: 5310 update

Hi Dana,

I am working on getting this American Rescue Funds Grant on the Agenda. I wanted to let you know that the amount will be \$35,018 for fuel. Line item 00195240-9346 is the expense. I do not know if we need to create a new revenue line item. It is 5310 funds so we may be able to amend our 5310 line item.

From: Jessica Jones <jonesj@concordnc.gov>

Sent: Tuesday, April 5, 2022 11:26 AM

To: Bob Bushey <rwbushey@cabarruscounty.us>; Lisa K. Thompson <LKThompson@cabarruscounty.us>

Cc: Eva Hill <hille@ConcordNC.gov>; Anthony L. Hodges <ALHodges@cabarruscounty.us>; Dana Pastores <DRPastores@cabarruscounty.us>

Subject: RE: 5310 update

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Thank you for that information. We will work on an application with FTA and let you know if we need any additional information as we work through that process. We will award you the \$35,018 in CRRSA 5310 funds. Please let me know if you have any questions. Thank you!

Jessica Jones
Finance Director
City of Concord
704-920-5222
jonesj@concordnc.gov

From: Bob Bushey <rwbushey@cabarruscounty.us>

Sent: Tuesday, April 5, 2022 11:20 AM

To: Jessica Jones <jonesj@concordnc.gov>; Lisa K. Thompson <LKThompson@cabarruscounty.us>

Cc: Eva Hill <hille@ConcordNC.gov>; Anthony L. Hodges <ALHodges@cabarruscounty.us>; Dana Pastores <DRPastores@cabarruscounty.us>

Subject: RE: 5310 update

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Jessica, we would like to use it for fuel.

From: Jessica Jones <jonesj@concordnc.gov>

Sent: Tuesday, April 5, 2022 11:10 AM

To: Bob Bushey <rwbushey@cabarruscounty.us>; Lisa K. Thompson <LKThompson@cabarruscounty.us>

Cc: Eva Hill <hille@ConcordNC.gov>; Anthony L. Hodges <ALHodges@cabarruscounty.us>; Dana Pastores <DRPastores@cabarruscounty.us>

Subject: RE: 5310 update

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

We are not doing a formal application process. Can you send me a summary of what you would use the funds for (salaries, operations, etc)? Rowan County has expressed that they could use the funds as well, so we will probably split these funds equally between you both since you are the only two active grant recipients we have. Once I know how you are planning to use them, I will get the application started with FTA. After they approve the application and award the grant, we will do a subrecipient agreement and then you can submit expenses for reimbursement. Thank you!

Jessica Jones
Finance Director
City of Concord
704-920-5222
jonesj@concordnc.gov

From: Bob Bushey <rwbushey@cabarruscounty.us>
Sent: Tuesday, April 5, 2022 11:00 AM
To: Jessica Jones <jonesj@concordnc.gov>; Lisa K. Thompson <LKThompson@cabarruscounty.us>
Cc: Eva Hill <hille@ConcordNC.gov>; Anthony L. Hodges <ALHodges@cabarruscounty.us>; Dana Pastores <DRPastores@cabarruscounty.us>
Subject: RE: 5310 update

CAUTION: This email originated from outside the City of Concord. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Hi Jessica,
Sorry for the delay. Yes, we can use extra funds. What is the process for applying?

From: Jessica Jones <jonesj@concordnc.gov>
Sent: Tuesday, April 5, 2022 10:45 AM
To: Bob Bushey <rwbushey@cabarruscounty.us>; Lisa K. Thompson <LKThompson@cabarruscounty.us>
Cc: Eva Hill <hille@ConcordNC.gov>
Subject: RE: 5310 update

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Good morning! I wanted to follow up on the American Rescue Plan and CRRSA 5310 funds that I asked about below. Can you please let me know if you have any eligible items for those funds? We would like to move forward with getting a grant written for these funds. If you don't have any need for these additional funds, that is fine, but please let me know. Thank you!

Jessica Jones
Finance Director
City of Concord
704-920-5222
jonesj@concordnc.gov

From: Jessica Jones
Sent: Thursday, March 24, 2022 1:21 PM
To: Bob Bushey <rwbushey@cabarruscounty.us>; Lisa K. Thompson <LKThompson@cabarruscounty.us>

Cc: Eva Hill <hille@ConcordNC.gov>

Subject: 5310 update

Good afternoon! Just as a quick update – I hope to have your FY21 grant agreement to you no later than next week so that you can get that through your approval process. We also have some additional 5310 funding that I wanted to make you aware of so that you could be thinking about what eligible items you may have.

- We have \$35,019 of 5310 American Rescue Plan funds available. These funds are 100% federal funds and can be used for any operational expenses. I've attached a toolkit that FTA sent us that helps answers some questions. There are also links to FAQs on their websites in the document as well.
- We also have \$35,018 of 5310 CRRSA funds available. These funds are 100% federal funds and can be used for any operational expenses. I've attached a toolkit that FTA sent us that helps answers some questions. There are also links to FAQs on their websites in the document as well.
- The committee wanted us to reach out to our current grantees to see if they have any eligible expenses they can use these funds for. We do not plan to do a call for projects for these funds so that we can award them quicker. We are hoping they can be additional funds to help you with current needs. I am asking for the same information from Rowan County since they also have active 5310 grants. Once we hear back from both of you, we will determine how we will allocate the funds based on what eligible items/needs you have.

Also, just as a heads up, we are planning to get the next call for projects out for our regular 5310 allocation around April 8th. The applications will be due by May 9th and the committee will meet by the end of May to award those funds. We are still working through the details of the funding that will be available at that time, but it looks like it will be around \$230,000. You should see an email from us on April 8th announcing the call for projects.

Please let me know your thoughts on how these extra 100% funds might be used within your organization. Thank you!

Jessica Jones
Finance Director
City of Concord
704-920-5222
jonesj@concordnc.gov

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time.

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Budget Revision/Amendment Request

Date: 5/16/2022

Amount: 35,018.00

Dept. Head: Karen Calhoun

Department: CCTS

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

CCTS is the subrecipient of the Coronavirus Reponse and Relief Supplemental Appropriation Act (CRRSA) 5310 grant through the City of Concord. The grant amount is \$35,018 to be used for operational expenses. The fund is 100% federal. No county match is required.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	5240-9346	Fuel	197,121.00	35,018.00		232,139.00
001	6	5240-6384-CARES	Cares Act Relief Payment	-	35,018.00		35,018.00
							0.00
							0.00
							0.00
							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

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Cabarrus County School Agency and Lease Agreement for R. Brown McAllister Elementary School and updated Lease Agreement for Roberta Road Middle School.

BRIEF SUMMARY:

The attached Cabarrus County Schools (CCS) Agency Agreement and Lease Agreement, among other items, allows the County to appoint the Cabarrus Board of Education as its agent in connection with the construction and equipping Roberta Road Middle School and R. Brown McAllister Elementary School

The Cabarrus Board of Education shall cause the Roberta Road Middle School and R. Brown McAllister Elementary School to be completed in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and the Board of Education agree that all amounts received as refunds of State sales tax, with respect to expenditures made in connection with the project, will be deposited as funds available for the acquisition and construction of the project or used to pay debt service on the installment financing issued to fund this project.

REQUESTED ACTION:

Motion to approve the Cabarrus County School Agency Agreement and Lease Agreement for R. Brown McAllister Elementary School and updated Lease Agreement for Roberta Road Middle School, subject to review and revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ R. Brown McAllister Lease
- ▣ R. Brown McAllister Agency Agreement
- ▣ Roberta Road Middle School Revised Lease Agreement
- ▣ R. Brown Site Plan

NORTH CAROLINA

CABARRUS COUNTY

**LEASE – NEW R. BROWN MCALLISTER
STEM ELEMENTARY**

THIS LEASE is entered into by and between CABARRUS COUNTY, NORTH CAROLINA, a public body politic and a political subdivision of the State of North Carolina, as Lessor (the “County”), and the CABARRUS COUNTY BOARD OF EDUCATION, a body politic and school administrative unit duly organized and existing under the laws of the State of North Carolina, as Lessee (the “Board of Education”);

WITNESSETH:

The County and the Board of Education have previously determined to cooperate in a plan for the construction and financing of improvements upon real property for certain public school facilities which each has found to be necessary and desirable to provide for improved public education in the County.

Included in that plan are improvements to various schools, which improvements are being financed by placing a deed of trust on the property shown on Exhibit A (the “Site”).

In furtherance of this plan of financing and to provide for improved public school facilities for County residents, the County proposes to lease the Site, and the Board of Education has determined to accept such lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**ARTICLE I
DEFINITIONS; RULE OF CONSTRUCTION**

The following terms will have the meanings specified below, unless the context clearly requires otherwise:

“Event of Default” means one or more events of default as defined in Section 12.1.

“Lease” means this Lease, as it may be duly amended.

“Lease Term” means the term of this Lease as determined pursuant to Article IV.

“Lease Year” initially means from June 1, 2022 through May 31, 2042, and thereafter means the 12-month period of each year commencing on January 1 and ending the next December 31.

“Board of Education Representative” means any of the person or persons at the time designated by a written certificate furnished to the County and signed on the Board of Education’s behalf by its Chairman to act on the Board of Education’s behalf for the purpose of performing any act under this Lease.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the Board of Education each represent, covenant and warrant for the other’s benefit as follows:

(1) Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions nor the consummation of the transactions contemplated hereby results in a breach of the terms, conditions and provisions of any agreement or instrument to which either is nor a party or by which either is bound, or constitutes a default under any of the foregoing.

(2) To the knowledge of each party there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party nor compliance by such party of its obligations under this Lease requires the approval of any regulatory body or any other entity, the approval of which has not been obtained.

ARTICLE III DEMISING CLAUSE

The County hereby leases the Facilities and the Site (the “Leased Property”) to the Board of Education, and the Board of Education hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

4.1 Commencement. The Lease Term shall commence on June 1, 2022 and end on May 31, 2042.

4.2 Termination. The Lease Term shall terminate upon the earlier of either of the following events:

- (a) Purchase of the Leased Property by the Board; or
- (b) An Event of Default and termination by the County pursuant to Article XI.

Termination of the Lease Term shall terminate all the County's obligations under this Lease and shall terminate the Board of Education's rights of possession under this Lease, but all other provisions of this Lease, including the receipt and disbursement of funds, shall be continuing until the Financial Contract is discharged as provided herein.

ARTICLE V QUIET ENJOYMENT; PURCHASE OPTIONS

5.1 Quiet Enjoyment. The County hereby covenants that the Board of Education shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the Board of Education's request and the County's cost, join and cooperate fully in any legal action in which the Board of Education asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Board of Education may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the Board of Education's expense) in any action affecting its liabilities hereunder.

5.2 Purchase Option. The Board of Education shall have the option to purchase the Leased Property in whole but not in part at the end of the Lease Term upon payment to the County of a purchase option price of One Dollar (\$1.00). The Board of Education shall notify the County of its exercising of this option within fifteen (15) days after the end of the Lease Term, and within forty-five (45) days thereafter the County shall execute and deliver all necessary documents conveying to the Board of Education good and marketable title to the Leased Property, subject only to (a) encumbrances, other than the Deed of Trust referenced in the title insurance binder (the "Permitted Encumbrances"), and (b) any encumbrances or imperfection caused by or attributable to the Board of Education.

ARTICLE VI CONSIDERATION FOR LEASE

6.1 Use as School; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to use the Leased Property for public school purposes in fulfillment of its obligation, shared by the County, to provide for elementary and secondary education in the County. In addition, in consideration of its rights under this Lease, the Board of Education undertake the obligations imposed on it hereunder, including those imposed by Section 7.1.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to pay to the County annual rent in the amount of One Dollar (\$1.00) payable in advance on the Closing Date (receipt of which is hereby acknowledged) and on the first day of each Lease Year thereafter. The County and the Board of Education acknowledge their understanding that although the County's providing the Leased Property to the Board of Education for use is of substantial value to the Board of Education, any payment by the Board of Education of a market value rent would represent simply an accounting transaction, because the Board of Education's funding is primarily provided through the County.

ARTICLE VIII
CONSTRUCTON AND OTHER ACCOMPLISHMENT OF
SCHOOL FACILITY AND CERTAIN RELATED COVENANTS

7.1 Construction and Other Accomplishment of the Facilities. The County has provided in the Agency Agreement for the construction and other accomplishment of the Facilities by the Board of Education as the County's agent. The Board of Education represents that it has reviewed all provisions concerning the construction and other accomplishment of the Facilities in the Financial Contract and hereby approves such provisions. The Board of Education shall take the possession of the Leased Property on the date of delivery of this Lease. Title to the Leased Property shall be held by the County, subject only to Permitted Encumbrances.

7.2 Maintenance, Repair, Taxes and Assessments.

(a) Maintenance Repair. The Board of Education shall use, or cause to be used, the Leased Property in a careful and proper manner, in compliance with all applicable laws and regulations and, at its sole expense, shall service, repair, maintain and insure, or cause to be serviced, repaired, maintained and insured, the Leased Property so as to keep the Leased Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted.

(b) Taxes and Assessments. The Board of Education shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to, utility charges, of any type or nature, levied, assessed or charged against any portion of the Leased Property, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board of Education shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) Contests. The Board of Education may, at its sole expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and if any such contest occurs, may permit the taxes, assessments, utility and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; but before such non-payment, it shall furnish the County with the opinion of a counsel, acceptable to the County, to the effect that by non-payment of any such items, the interest of the County in the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The County will cooperate fully in such contest on the request and at the expense of the Board of Education.

7.3 Modification of Leased Property; Liens

(a) Additions, Modifications and Improvements. The Board of Education shall, at its own expense, have the right to make, or cause to be made, additions, modifications and improvements to any portion of the Leased Property if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be

used for purposes other than those authorized under the provisions of State and Federal law.

Except as provided in this Article and except as the County may consent thereto, which consent shall not be unreasonably withheld, the Board of Education shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the Board of Education and the County as herein provided. Except as provided in this Article, the Board of Education shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the Board of Education may contest such liens, charges, encumbrances or claims if it desires to do so. The Board of Education shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE VIII

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

8.1 Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by any of them of any item, product or service provided herein.

8.2 Further Assurances; Corrective Instruments. The Board of Education and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

8.3 Board of Education and County Representatives. Whenever under the provisions hereof the approval of the Board of Education or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Board of Education by the Board of Education Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on such approval or request.

8.4 Compliance With Requirements. During the Lease Term, the Board of Education and the Board of Education and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Facilities or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Facilities or any portion thereof.

ARTICLE IX

TITLE TO LEASED PROPERTY

LIMITATIONS ON ENCUMBRANCES

9.1 Title to Leased Property. Except for personal property purchased by the Board of Education at its own expense, title to the Leased Property and any and all additions and modifications to

or replacements of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, including, but not limited to, the lien of the deed of trust recorded incident to issuance of Limited Obligation Bonds Series 2022A, until foreclosed upon or conveyed as provided in the Lease, notwithstanding (a) the occurrence of any event of damage, destruction, condemnation or construction or title defect, or (b) the violation by the County of any provision of this Lease.

The Board of Education shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property except as expressly set forth in this Lease.

ARTICLE X ASSIGNMENT, SUBLEASING, AND INDEMNIFICATION

10.1 Board of Education's Assignment and Subleasing. The Board of Education may not sublease the Leased Property, in whole or in part, without the consent of the County.

10.2 Indemnification. To the extent permitted by law, the Board of Education shall and hereby agrees to indemnify and save the County harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the Board of Education during the Lease Term, including any arising from: (a) any condition of the Leased Property; (b) any act of negligence of the Board of Education or of any of its agents, contractors or employees or any violation of law by the Board of Education or breach of any covenant or warranty by the Board of Education hereunder; or (c) the incurrence of any cost or expense in connection with the acquisition and construction of the Facilities in excess of the monies available therefor.

ARTICLE XI EVENTS OF DEFAULT

11.1 Events of Default. The following shall be "Events of Default" under this Lease, and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The Board of Education's failure to make any payments hereunder when due after a 60-day opportunity to cure;

(b) The Board of Education's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Board of Education by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Board of Education within the applicable period and diligently pursued until such failure is corrected; and further provided that if by reason of Force Majeure the Board of Education is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Sections 6.2 or 7.1), the Board of Education shall not be deemed in default during the continuance of such event or occurrence.

11.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

- (a) Collect damages;
- (b) Have reasonable access to and inspect, examine and make copies of the Board of Education's books, records and accounts during the Board of Education's regular business hours, if reasonably necessary in the County's opinion.

ARTICLE XII MISCELLANEOUS

12.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

- (a) If intended for the County, addressed to it at the following address:

Cabarrus County Governmental Center
P.O. Box 707
Concord, NC 28026-0707
Attention: County Manager

- (b) If intended for the Board of Education, addressed to it at the following address:

Cabarrus County Board of Education
P.O. Box 388
Concord, NC 28026-0388
Attention: Superintendent

12.2 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Board of Education and the County, subject, however, to the limitations contained in Article XI.

12.3 Amendments, Changes and Modifications. This Lease may only be amended, changed, modified or altered by a writing signed by both parties.

12.4 Net Lease. This Lease shall be deemed and construed to be a "net lease" and the Board of Education shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions and without abatement or setoff.

12.5 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Lease shall not be a Business Day, such payment may be made or act performed or right exercised on the next day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

12.6 Severability. In the event that any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by

any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.7 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

12.8 Conflict of Laws. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

12.9 Captions. The captions or headings herein are for convenience offered and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

12.10 Memorandum of Lease. At the request of either party, the County and the Board of Education may, on or before the Closing Date, execute a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

12.11 Limited Obligation Bonds Series 2022A Insurer Provisions. Notwithstanding any other provision of this Lease to the contrary, this Lease and any sublease or assignment shall be subject to immediate termination at the direction of the Insurer (as defined in the Installment Financing Contract dated as of June 1, 2022 between County and the Cabarrus County Development Corporation), in the event of default by the County or such Corporation under such contract. All rights of the Board of Education or any sublessee or assignee shall terminate upon such termination. This Lease or any sublease or assignment may not be a Permitted Encumbrance under the Deed of Trust incident to issuance of the Limited Obligation Bonds Series 2022A, if, in the opinion of Insurer's counsel, the presence of such encumbrances would impair any ability to exercise remedies under the Contract or the Deed of Trust, including the right to foreclosure under the Deed of Trust. This Lease or any sublease or assignment is subject to the Deed of Trust. All Permitted Encumbrances must be acceptable to the Insurer, including the Permitted Encumbrances to the title insurance policy.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year acknowledged.

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners

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

Finance Director

CABARRUS COUNTY BOARD OF EDUCATION

By _____
Chairperson

ATTEST:

Secretary

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that she is Clerk to the Cabarrus County Board of Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

My commission expires: _____

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that he is Secretary to the Cabarrus County Board of Education, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by himself as its Clerk.

WITNESS my hand and notarial seal, this _____ day of _____, 2022.

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA

AGENCY AGREEMENT

COUNTY OF CABARRUS

This AGENCY AGREEMENT is executed by and between the CABARRUS COUNTY BOARD OF EDUCATION (the “Board”), and the COUNTY OF CABARRUS, NORTH CAROLINA, a political subdivision duly organized and existing under and by virtue of the constitution and laws of the State of North Carolina (the “County”).

RECITALS

1. The County has leased or will lease to the Board property for a proposed new elementary school (the replacement of R. Brown McAllister STEM Elementary), which will lie on the real property described in Exhibit A hereto (the “Site”), together with any additions, modifications, attachments, replacements and parts thereof (the “Project”).

2. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agency Agreement do exist, have happened and have been performed, in regular and due time, form and manner as required by law, and the parties are now duly authorized to execute and enter into this Agency Agreement.

In consideration of the above Recitals and the Provisions contained below and for other valuable consideration, the parties do hereby agree as provided.

PROVISIONS

Section I. Board to Act as Agent of the County.

The County appoints the Board as its agent in connection with any construction and other accomplishment of the Project. The Board, as the agent of the County for the foregoing purpose, shall cause the Project to be completed on or before the date or dates set forth in the respective construction documents and otherwise in accordance with the respective construction documents and any applicable requirements of governmental authorities and law. The County and the Board agree that all amounts received by either of them as refunds of State of North Carolina sales tax with respect to expenditures made in connection with the Project will be deposited in the Acquisition and Construction Fund.

To the extent permitted by law, the Board shall indemnify and save the County harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the construction and other accomplishment of the Project, but the Board is not obligated to pay any Installment Payments under any financing Installment Agreement or to indemnify any party to the: Installment Agreement for any third-party claims asserted against

any such party relating to the payment of such Installment Payments. The Board shall be notified promptly by the County of any action or proceeding brought in connection with any such claims arising from the construction and other accomplishment of the Project.

Section II. Project Description.

The Board shall have the right to make any changes in the description of the Project or of any component or components thereof.

Section III. Board's Right to Enforce Contracts.

The County hereby assigns to the Board as the County's agent for the purposes of this Agency Agreement all of its rights and powers under all purchase orders and contracts that it may enter into with respect to the Project, and the Board shall have the right to enforce in its own name or the name of the County such purchase orders or contracts; provided, however, that the assignment by the County shall not prevent the County from asserting such rights and powers in its own behalf.

Section IV. Construction Conferences.

The Board hereby agrees that it will provide to the County Manager timely notice of all conferences with representatives of the architects, contractors, and vendors with respect to the Project and that the County Manager or his designee shall have the right to attend all such conferences.

Section V. Acceptance.

The Board, does hereby accept the foregoing appointment as agent of the County for the purposes set forth in Section I above.

Section VI. Disclaimers of the County.

The Board acknowledges and agrees that the design of the Project has not been made by the County, that the County has not supplied any plans or specifications with respect thereto and that the County (a) is not a manufacturer of or a dealer in any of the component parts of the Project or similar projects; (b) has not made any recommendation, given any advice or taken any other action with respect to the choice of any supplier or vendor with respect to the Project; and (c) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury, or damage to persons or property, (ii) has been or will be properly designed or constructed or will accomplish the results which the Board intends, or (iii) is safe in any manner or respect.

The County makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part to the Board or any other circumstance whatsoever with respect, including but not limited to, any suitability for any purpose; (b) the design or condition; (c) the safety, workmanship, quality or capacity (d) compliance with the requirements of any law, rule, specification or contract appertaining; (e) any

latent defect; (f) the ability to perform any function; (g) that the funds advanced pursuant to the Installment Agreement will be sufficient (together with other available finds of the Board) to pay the cost of constructing the Project; (h) or any other characteristic of the Project. It is agreed that all risks relating to the Project or its completion or the transactions contemplated in this Agency Agreement or by the Installment Agreement are to be borne by the Board, and the benefits of any and all implied warranties and representations of the County are hereby waived by the Board.

IN WITNESS, the parties have executed this Agency Agreement through their duly authorized officers as of the day and year first written above.

CABARRUS COUNTY BOARD OF EDUCATION

By: _____
Chair

ATTEST:

Secretary

(SEAL)

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

Finance Director

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair
Board of Commissioners

ATTEST:

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

NORTH CAROLINA

CABARRUS COUNTY

**LEASE - ROBERTA ROAD MIDDLE
SCHOOL**

THIS LEASE is entered into by and between CABARRUS COUNTY, NORTH CAROLINA, a public body politic and a political subdivision of the State of North Carolina, as Lessor (the "County"), and the CABARRUS COUNTY BOARD OF EDUCATION, a body politic and school administrative unit duly organized and existing under the laws of the State of North Carolina, as Lessee (the "Board of Education");

WITNESSETH:

The County and the Board of Education have previously determined to cooperate in a plan for the construction and financing of improvements upon real property for certain public school facilities which each has found to be necessary and desirable to provide for improved public education in the County.

Included in that plan are improvements to various schools, which improvements are being financed by placing a deed of trust on the property shown on Exhibit A (the "Site").

In furtherance of this plan of financing and to provide for improved public school facilities for County residents, the County proposes to lease the Site, and the Board of Education has determined to accept such lease.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**ARTICLE I
DEFINITIONS; RULE OF CONSTRUCTION**

The following terms will have the meanings specified below, unless the context clearly requires otherwise:

"Event of Default" means one or more events of default as defined in Section 12.1.

"Lease" means this Lease, as it may be duly amended.

“Lease Term” means the term of this Lease as determined pursuant to Article IV.

“Lease Year” initially means from June __, 2022 through June __, 2042, and thereafter means the 12-month period of each year commencing on January 1 and ending the next December 31.

“Board of Education Representative” means any of the person or persons at the time designated by a written certificate furnished to the County and signed on the Board of Education’s behalf by its Chairman to act on the Board of Education’s behalf for the purpose of performing any act under this Lease.

All references to articles or sections are references to articles or sections of this Lease, unless the context clearly indicates otherwise.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

The County and the Board of Education each represent, covenant and warrant for the other’s benefit as follows:

(1) Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions nor the consummation of the transactions contemplated hereby results in a breach of the terms, conditions and provisions of any agreement or instrument to which either is nor a party or by which either is bound, or constitutes a default under any of the foregoing.

(2) To the knowledge of each party there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or deliver this Lease or to comply with its obligations under this Lease. Neither the execution and delivery of this Lease by such party nor compliance by such party of its obligations under this Lease requires the approval of any regulatory body or any other entity, the approval of which has not been obtained.

ARTICLE III DEMISING CLAUSE

The County hereby leases the Facilities and the Site (the “Leased Property”) to the Board of Education, and the Board of Education hereby leases the Leased Property from the County, in accordance with the provisions of this Lease, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM

4.1 Commencement. The Lease Term shall commence on June __, 2022 and end June __, 2042. In the event of a refinancing, or series of refinancings, of the original installment financing contract dated as of June 1, 2022 between the County and the Cabarrus County Development Corporation, if the Site remains pledged as collateral for such refinancing or series of refinancings, then the end of the Lease Term shall be continuously extended to match the final maturity of such refinancing or series of refinancings.

4.2 Termination. The Lease Term shall terminate upon the earlier of either of the following events:

- (a) Purchase of the Leased Property by the Board; or
- (b) An Event of Default and termination by the County pursuant to Article XI.

Termination of the Lease Term shall terminate all the County's obligations under this Lease and shall terminate the Board of Education's rights of possession under this Lease, but all other provisions of this Lease, including the receipt and disbursement of funds, shall be continuing until the Financial Contract is discharged as provided herein.

ARTICLE V QUIET ENJOYMENT; PURCHASE OPTIONS

5.1 Quiet Enjoyment. The County hereby covenants that the Board of Education shall, during the Lease Term, peaceably and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the Board of Education's request and the County's cost, join and cooperate fully in any legal action in which the Board of Education asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Board of Education may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property, and shall be joined (to the extent legally possible, and at the Board of Education's expense) in any action affecting its liabilities hereunder.

5.2 Purchase Option. The Board of Education shall have the option to purchase the Leased Property in whole but not in part at the end of the Lease Term upon payment to the County of a purchase option price of One Dollar (\$1.00). The Board of Education shall notify the County of its exercising of this option within fifteen (15) days after the end of the Lease Term, and within forty-five (45) days thereafter the County shall execute and deliver all necessary documents conveying to the Board of Education good and marketable title to the Leased Property, subject only to (a) encumbrances, other than the Deed of Trust referenced in the title insurance binder (the "Permitted Encumbrances"), and (b) any encumbrances or imperfection caused by or attributable to the Board of Education.

ARTICLE VI CONSIDERATION FOR LEASE

6.1 Use as School; Assumption of Obligations. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to use the Leased Property for public school purposes in fulfillment of its obligation, shared by the County, to provide for elementary and secondary education in the County. In addition, in consideration of its rights under this Lease, the Board of Education undertake the obligations imposed on it hereunder, including those imposed by Section 7.1.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to pay to the County annual rent in the amount of One Dollar (\$1.00) payable in advance on the Closing Date (receipt of which is hereby acknowledged) and on the first day of each Lease Year thereafter.

The County and the Board of Education acknowledge their understanding that although the County's providing the Leased Property to the Board of Education for use is of substantial value to the Board of Education, any payment by the Board of Education of a market value rent would represent simply an accounting transaction, because the Board of Education's funding is primarily provided through the County.

ARTICLE VIII
CONSTRUCTION AND OTHER ACCOMPLISHMENT OF
SCHOOL FACILITY AND CERTAIN RELATED COVENANTS

7.1 Construction and Other Accomplishment of the Facilities. The County has provided in the Agency Agreement for the construction and other accomplishment of the Facilities by the Board of Education as the County's agent. The Board of Education represents that it has reviewed all provisions concerning the construction and other accomplishment of the Facilities in the Financial Contract and hereby approves such provisions. The Board of Education shall take the possession of the Leased Property on the date of delivery of this Lease. Title to the Leased Property shall be held by the County, subject only to Permitted Encumbrances.

7.2 Maintenance, Repair, Taxes and Assessments.

(a) Maintenance Repair. The Board of Education shall use, or cause to be used, the Leased Property in a careful and proper manner, in compliance with all applicable laws and regulations and, at its sole expense, shall service, repair, maintain and insure, or cause to be serviced, repaired, maintained and insured, the Leased Property so as to keep the Leased Property in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted.

(b) Taxes and Assessments. The Board of Education shall also pay, or cause to be paid, all taxes and assessments, including, but not limited to, utility charges, of any type or nature, levied, assessed or charged against any portion of the Leased Property, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Board of Education shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) Contests. The Board of Education may, at its sole expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and if any such contest occurs, may permit the taxes, assessments, utility and other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; but before such non-payment, it shall furnish the County with the opinion of a counsel, acceptable to the County, to the effect that by non-payment of any such items, the interest of the County in the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. The County will cooperate fully in such contest on the request and at the expense of the Board of Education.

7.3 Modification of Leased Property; Liens

(a) Additions, Modifications and Improvements. The Board of Education shall, at its own expense, have the right to make, or cause to be made, additions, modifications and

improvements to any portion of the Leased Property if such additions, modifications or improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and Federal law.

Except as provided in this Article and except as the County may consent thereto, which consent shall not be unreasonably withheld, the Board of Education shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the Board of Education and the County as herein provided. Except as provided in this Article, the Board of Education shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which it is responsible, if the same shall arise at any time; provided that the Board of Education may contest such liens, charges, encumbrances or claims if it desires to do so. The Board of Education shall reimburse the County for any expense incurred by the County in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE VIII

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

8.1 Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by any of them of any item, product or service provided herein.

8.2 Further Assurances; Corrective Instruments. The Board of Education and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

8.3 Board of Education and County Representatives. Whenever under the provisions hereof the approval of the Board of Education or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Board of Education by the Board of Education Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on such approval or request.

8.4 Compliance With Requirements. During the Lease Term, the Board of Education and the Board of Education and the County shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the Facilities or any portion thereof (or be diligently and in good faith contesting such orders), and all current and future requirements of all insurance companies' written policies covering the Facilities or any portion thereof.

ARTICLE IX

**TITLE TO LEASED PROPERTY
LIMITATIONS ON ENCUMBRANCES**

9.1 Title to Leased Property. Except for personal property purchased by the Board of Education at its own expense, title to the Leased Property and any and all additions and modifications to or replacements of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, including, but not limited to, the lien of the deed of trust recorded incident to issuance of Limited Obligation Bonds Series 2022A, until foreclosed upon or conveyed as provided in the Lease, notwithstanding (a) the occurrence of any event of damage, destruction, condemnation or construction or title defect, or (b) the violation by the County of any provision of this Lease.

The Board of Education shall have no right, title or interest in the Leased Property or any additions and modifications to or replacements of any portion of the Leased Property except as expressly set forth in this Lease.

**ARTICLE X
ASSIGNMENT, SUBLEASING, AND INDEMNIFICATION**

10.1 Board of Education's Assignment and Subleasing. The Board of Education may not sublease the Leased Property, in whole or in part, without the consent of the County.

10.2 Indemnification. To the extent permitted by law, the Board of Education shall and hereby agrees to indemnify and save the County harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the Board of Education during the Lease Term, including any arising from: (a) any condition of the Leased Property; (b) any act of negligence of the Board of Education or of any of its agents, contractors or employees or any violation of law by the Board of Education or breach of any covenant or warranty by the Board of Education hereunder; or (c) the incurrence of any cost or expense in connection with the acquisition and construction of the Facilities in excess of the monies available therefor.

**ARTICLE XI
EVENTS OF DEFAULT**

11.1 Events of Default. The following shall be "Events of Default" under this Lease, and the term "Default" shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) The Board of Education's failure to make any payments hereunder when due after a 60-day opportunity to cure;

(b) The Board of Education's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Board of Education by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the County shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Board of Education within the applicable period and diligently pursued until such failure is corrected; and further provided that if by reason of Force Majeure the Board of Education is unable in whole or in part to carry out any

of its agreements contained herein (other than its obligations contained in Sections 6.2 or 7.1), the Board of Education shall not be deemed in default during the continuance of such event or occurrence.

11.2 Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

- (a) Collect damages;
- (b) Have reasonable access to and inspect, examine and make copies of the Board of Education's books, records and accounts during the Board of Education's regular business hours, if reasonably necessary in the County's opinion.

ARTICLE XII MISCELLANEOUS

12.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, addressed as follows:

- (a) If intended for the County, addressed to it at the following address:

Cabarrus County Governmental Center
P.O. Box 707
Concord, NC 28026-0707
Attention: County Manager

- (b) If intended for the Board of Education, addressed to it at the following address:

Cabarrus County Board of Education
P.O. Box 388
Concord, NC 28026-0388
Attention: Superintendent

12.2 Binding Effect. This Lease shall be binding upon and inure to the benefit of the Board of Education and the County, subject, however, to the limitations contained in Article XI.

12.3 Amendments, Changes and Modifications. This Lease may only be amended, changed, modified or altered by a writing signed by both parties.

12.4 Net Lease. This Lease shall be deemed and construed to be a "net lease" and the Board of Education shall pay absolutely net during the Lease Term all other payments required hereunder, free of any deductions and without abatement or setoff.

12.5 Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Lease shall not be a Business Day,

such payment may be made or act performed or right exercised on the next day that is a Business Day with the same force and effect as if done on the nominal date provided in this Lease.

12.6 Severability. In the event that any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.7 Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

12.8 Conflict of Laws. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

12.9 Captions. The captions or headings herein are for convenience offered and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

12.10 Memorandum of Lease. At the request of either party, the County and the Board of Education may, on or before the Closing Date, execute a memorandum of this Lease legally sufficient to comply with the relevant provisions of the North Carolina General Statutes.

12.11 Limited Obligation Bonds Series 2022A Insurer Provisions. Notwithstanding any other provision of this Lease to the contrary, this Lease and any sublease or assignment shall be subject to immediate termination at the direction of the Insurer (as defined in the 2022A Installment Financing Contract dated as of June 1, 2022 between County and the Cabarrus County Development Corporation), in the event of default by the County or such Corporation under such contract. All rights of the Board of Education or any sublessee or assignee shall terminate upon such termination. This Lease or any sublease or assignment may not be a Permitted Encumbrance under the Deed of Trust incident to issuance of the Limited Obligation Bonds Series 2022A, if, in the opinion of Insurer's counsel, the presence of such encumbrances would impair any ability to exercise remedies under the Contract or the Deed of Trust, including the right to foreclosure under the Deed of Trust. This Lease or any sublease or assignment is subject to the Deed of Trust. All Permitted Encumbrances must be acceptable to the Insurer, including the Permitted Encumbrances to the title insurance policy.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their corporate names by their duly authorized officers, all as of the day and year acknowledged.

CABARRUS COUNTY, NORTH CAROLINA

By: _____
Chair, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners

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

Finance Director

CABARRUS COUNTY BOARD OF EDUCATION

By _____
Chairperson

ATTEST:

Secretary

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that she is Clerk to the Cabarrus County Board of Commissioners, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by herself as its Clerk.

WITNESS my hand and notarial seal, this ____ day of _____, 2022.

Notary Public

My commission expires: _____

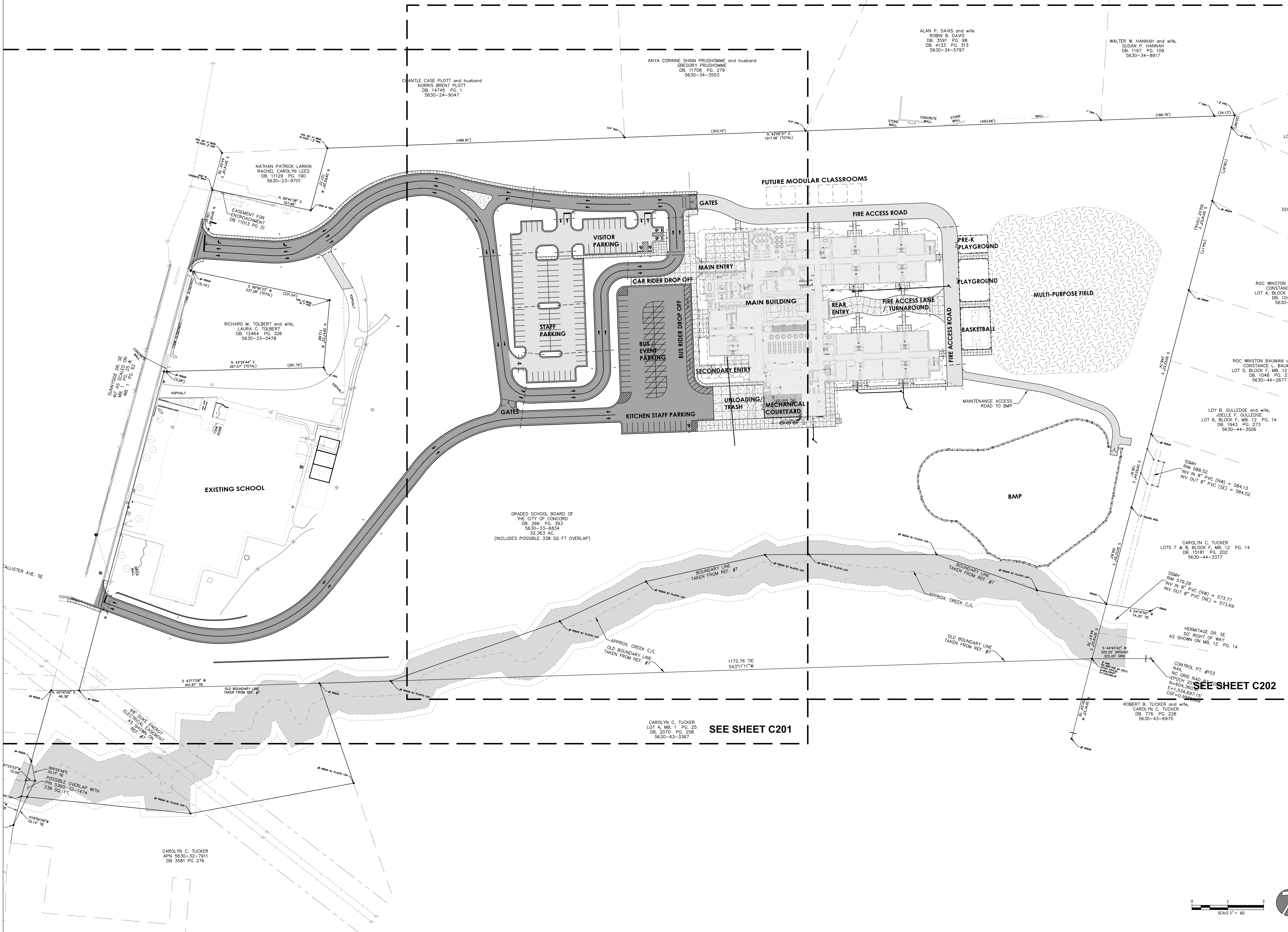
NORTH CAROLINA
CABARRUS COUNTY

I, _____, a Notary Public in and for said County and State, certify that _____ personally came before me this day and acknowledged that he is Secretary to the Cabarrus County Board of Education, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chair, sealed with its corporate seal, and attested by himself as its Clerk.

WITNESS my hand and notarial seal, this ____ day of _____, 2022.

Notary Public

My commission expires: _____



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Government Accounting Standards Board (GASB) 87 Statement - Leases

BRIEF SUMMARY:

In June 2017, the Government Accounting Standards Board (GASB) issued Statement No. 87, Leases. GASB 87 establishes a single model for lease accounting based on the principal that leases are financings of the “right to use” an asset. There is no longer an operating vs. capital classification. Lessees will recognize a lease liability and an intangible right to use asset and lessors will recognize a lease receivable and a deferred inflow of resources.

A lease is defined as a contract that conveys control of the right to use another entity’s nonfinancial asset as specified in a contract for a period of time in an exchange or exchange-like transaction.

Leased assets are defined as non-financial assets, such as land, buildings, equipment and vehicles. Certain non-financial asset based lease agreements are out of scope, such as intangible assets and inventory.

Beginning July 2021, Fiscal Year 2022, Cabarrus County will record all leases within the scope of GASB 87 that exceed an established capitalization threshold. The capitalization threshold is defined as \$100,000 in total lease payments over the lease term.

REQUESTED ACTION:

Motion to adopt the lease threshold and necessary budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Health Insurance Fund Balance Amendment

BRIEF SUMMARY:

The Finance Department annually reviews revenue and expenditures for the Health Insurance Fund based on actual activity and anticipated activity for the remainder of the fiscal year. Based on this analysis, a budget amendment is needed. This budget amendment appropriates funds balance, transfers funds from the General Fund using a portion of Medicaid Hold Harmless Funds and adjusts revenues and expenditures as needed.

REQUESTED ACTION:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ Budget Amendment

Date: May 16, 2022

Amount: 5,218,350.00

Dept. Head: Suzanne Burgess for Wendi Heglar

Department: Health and Dental Insurance - Internal Service Fund

Internal Transfer Within Department

Transfer Between Departments/Funds

X Supplemental Request

This budget amendment is to increase the budget for expenditures in the Health Insurance Fund based on anticipated medical claims and other expenditures. Medical claims average \$1.2 million per month for the first nine of the fiscal year. The budget for claims is being increased based on higher than average claims for the last three months of the fiscal year. This budget amendment appropriates fund balance. To ensure the Health Insurance and Dental Fund does not show a negative fund balance at the end of fiscal year 2022, a contribution from the general fund using a portion of Medicaid Hold Harmless Funds received is also budgeted.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	1910-6445	MEDICAID HOLD HARMLESS	2,000,000.00	2,000,000.00	-	4,000,000.00
001	9	1960-9734	CONTRIBUTION TO ITERNAL SERVICE FUND	-	2,000,000.00	-	2,000,000.00
610	6	1917-6902	CONTRIBUTION FROM GENERAL FUND	-	2,000,000.00	-	2,000,000.00
610	6	1917-6901	FUND BALANCE APPROPRIATED	1,124,800.00	1,218,350.00	-	2,343,150.00
610	9	1917-9360	MEDICAL SUPPLIES	155,450.00	30,000.00	-	185,450.00
610	9	1917-9401	BUILDING RENT	34,798.00	50.00	-	34,848.00
610	9	1917-9445	PURCHASED SERVICES	32,270.00	5,000.00	-	37,270.00
610	9	1917-9485	ADMIN FEES	1,385,184.00	25,000.00		1,410,184.00
610	9	1917-9570	SERVICE CONTRACTS	415,076.00	-	5,500.00	409,576.00
610	9	1917-9645	CLAIMS	12,323,554.00	3,160,600.00		15,484,154.00
610	9	1917-9647	WELLNESS PROGRAM	117,150.00	3,200.00		120,350.00

Total 0.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Opioid Settlement New Special Revenue Fund and Budget Amendment

BRIEF SUMMARY:

This budget amendment is to establish a budget related to the Settlement of the Opioid Litigation. Per the Memorandum Of Agreement (MOA) between the State of North Carolina and Local Governments, every Local Government shall create a Special Revenue Fund that is designated for the receipt and expenditure of the Opioid Settlement Funds. At this time, the County has not indicated a spending strategy and the funds will be budgeted in an unallocated account. The County will receive funds directly as early as spring 2022.

REQUESTED ACTION:

Motion to approve the new special revenue fund and adopt the budget amendment and project ordinance.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▯ Budget Amendment
- ▯ Project Ordinance
- ▯ Resolution

Date: May 16, 2022

Amount: 1,321,587.00

Dept. Head: WENDI HEGLAR

Department: OPIOID SETTLEMENT - SPECIAL REVENUE FUND

Internal Transfer Within Department

Transfer Between Departments/Funds

X

Supplemental Request

This budget amendment is to establish a budget related to the Settlement of the Opioid Litigation. Per the Memorandum Of Agreement (MOA) between the State of NC and Local Governments, every Local Government shall create a Special Revenue Fund that is designated for the receipt and expenditure of the Opioid Settlement Funds. At this time the County has not indicated a spending strategy and the funds will be budgeted in an unallocated account. The County will receive funds directly as early as spring 2022.

FUND	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
441	6	5910-6838-OPIOID	CLAIM SETTLEMENT - OPIOID SETTLEMENT FUNDS	-	1,321,587.00	-	1,321,587.00
441	9	5910-9397	MISCELLANEOUS-UNALLOCATED	-	1,321,587.00	-	1,321,587.00

Total 0.00

Budget Officer

County Manager

Board of Commissioners

Approved

Approved

Approved

Denied

Denied

Denied

Signature

Signature

Signature

Date

Date

Date

CABARRUS COUNTY OPIOID SETTLEMENT SPECIAL REVENUE 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 special revenue project ordinance is hereby adopted:

Section 1. The special revenue project authorized is for the purpose of collecting and appropriating federal and state funds received specifically for the Cabarrus County Opioid Settlement.

Section 2. The officers of this unit are hereby directed to proceed with this 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.

Section 3. The following budgeted amounts are appropriated for the projects:

Settlement Revenue Funds:	
Claim Settlement – Opioid Settle Funds	\$1,321,587
TOTAL EXPENDITURES	\$1,321,587

Section 4. The following revenues are anticipated to be available to complete this project:

Settlement Expenditure Funds:	
Miscellaneous – Unallocated	\$1,321,587
TOTAL REVENUES	\$1,321,587

Section 5. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient detailed accounting records.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made 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 special revenue 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 this project.

Section 9. At the completion of the project, all unrestricted excess funds are transferred to the General Fund and the Special Revenue 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 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 16th day of May, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board



**A RESOLUTION BY THE COUNTY OF CABARRUS
APPROVING THE MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE STATE OF
NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE
SETTLEMENT OF OPIOID LITIGATION**

WHEREAS, as of 2019, the opioid epidemic had taken the lives of more than 16,500 North Carolinians, torn families apart, and ravaged communities from the mountains to the coast; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, Cabarrus County has also experienced this same economic burden on a local level; and

WHEREAS, certain counties and municipalities in North Carolina, including Cabarrus County, joined with thousands of local governments across the country to file lawsuit against opioid manufacturers and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of any proceeds from a settlement of national opioid litigation to the State of North Carolina and to individual local governments; and

WHEREAS, Local Governments and the State of North Carolina anticipate a settlement in the national opioid litigation to be forthcoming; and

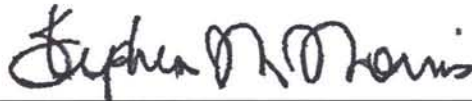
WHEREAS, by signing onto the MOA, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, once a negotiation is finalized, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Cabarrus County and its citizens, to sign onto the MOA and demonstrate solidarity in response to the opioid epidemic, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the MOA directs substantial resources over multiple years to local governments on the front lines of the opioid epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE BE IT RESOLVED, Cabarrus County hereby approves the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation, and any subsequent settlement funds that may come into North Carolina as a result of the opioid crisis. Furthermore, Cabarrus County authorizes the County Manager (or County Attorney) take such measures as necessary to comply with the terms of the MOA and receive any settlement funds, including executing any documents related to the allocation of opioid settlement funds and settlement of lawsuits related to this matter. Be it further resolved copies of this resolution and the signed MOA be sent to opioiddocs@ncdoj.gov as well as forwarded to the North Carolina Association of County Commissioners at communications@ncacc.org.

Adopted this 20th day of September, 2021.



Stephen M. Morris, Chair
Cabarrus County Board of Commissioners

ATTEST:



Lauren Linker
Clerk to the Board

(SEAL)



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Rowan Cabarrus Community College Transfer Request for a Paramedicine Lab from excess Welding Lab budget.

BRIEF SUMMARY:

Rowan Cabarrus Community College is requesting \$155,000 for a Paramedicine Lab from the excess Welding Lab budget. A letter from Carol S. Spalding, President of Rowan Cabarrus Community College, is attached with the detailed request.

REQUESTED ACTION:

Motion to approve the transfer request for a Paramedicine Lab from excess Welding Lab budget.

EXPECTED LENGTH OF PRESENTATION:

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ Letter



April 5, 2022

Mike Downs
County Manager
Cabarrus County Government
65 Church St., South
Concord, NC 28025

Subject: Request to Amend Budgets

Dear Mike:

Thank you for your continued partnership with Rowan-Cabarrus Community College and your invaluable support over the years. This letter is a request to transfer \$155,000 in funds allocated to our Building 2000 Welding Lab Project, which we anticipate will be in excess of our needs, and reassign those funds to our Building 2000 Paramedicine Lab Project.

The Building 2000 Welding Lab Project bid in February and the low bid from Ike's Construction was well within the budget. With the work progressing, we are now confident that we have more than sufficient funds in Project Contingency that we could transfer some to another priority project, the fit-out of a Paramedicine Lab also within Building 2000. We currently offer Emergency Medical Technician courses at our College Station Campus where they have a single space in which to instruct their students. With the emerging importance of paramedicine in serving the residents of our community, we need additional space to provide that instruction. We have identified 4 spaces in our Building 2000 at South Campus, which need relatively minor renovations to be made ready. When the renovation is complete, both EMT and Paramedicine will be taught in these spaces, and the vacated space at College Station will be utilized (as is) to meet the enrollment needs of our Cosmetology Program.

Project Title	Existing Budget	Decrease	Increase	New Budget
Bldg 2000, Welding Lab	\$485,000	(\$155,000)	0	\$330,000
Bldg 2000, Paramedicine Lab	0	0	\$155,000	\$155,000
	\$485,000	(\$155,000)	\$155,000	\$485,000

We welcome the opportunity to talk with you, and the County Commission, regarding this request. Please let me know if you have additional questions or need more information.

Again, we thank you for your continued support of our county's community college, particularly as we seek to meet the expanding needs of the community.

Sincerely,


Carol S. Spalding
President, Rowan-Cabarrus Community College

cc: File

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Update of Capital Project Fund Budgets, Related Project Ordinances and Close Completed Capital Project Funds

BRIEF SUMMARY:

Each year the multi-year fund budgets and project ordinances are evaluated and updated.

Based on the Finance Department's evaluation:

Budget amendments and project ordinance updates are included with this agenda for the Small Projects Fund (Fund 460), the Sheriff's Fund (Fund 461) and the County Capital Projects Fund (Fund 380), School Capital Project Fund (Fund 390). The County Capital Project Fund also budgets the \$7.5m from State Allocations for the Courthouse, \$700,000 for Frank Liske Barn and \$1.6m from American Rescue Plan Fund. The School Capital Project Fund includes a transfer from a closed fund for \$188,750 originally allocated for Kannapolis City Schools.

Completed fund closures, associated budget amendments and project ordinance updates are included with this agenda for the Construction and Renovation Fund (Fund 343), School Construction Fund (Fund 364), LOBS 2017 Fund (Fund 369), LOBS 2018 Fund (Fund 370), and the Cannon Memorial Library Fund (Fund 534). The Construction and Renovation Fund has on going revenue and expenditures that will be transferred to the General Fund and 911 Special Revenue Fund. It also transfers the continuing projects for the Public Safety Training Facility and Rob Wallace Park to the County Capital Project to continue these projects.

REQUESTED ACTION:

Motion to approve the Multi-year Budget Amendments, revised Project Ordinances and close

completed funds.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ 461 Project Ordinance
- ▣ 369 and 370 Budget Amendment
- ▣ 460 Project Ordinance
- ▣ 380 Budget Amendment
- ▣ 534 Budget Amendment
- ▣ 460 Budget Amendment
- ▣ 364 Project Ordinance
- ▣ 370 Project Ordinance
- ▣ 369 Project Ordinance
- ▣ 369 Project Ordinance
- ▣ 461 Budget Amendment
- ▣ 343 and 364 Budget Amendment
- ▣ 390 Project Ordinance
- ▣ 534 Project Ordinance
- ▣ 380 Project Ordinance
- ▣ 343 Project Ordinance

CABARRUS COUNTY SHERIFF'S DEPARTMENT SPECIAL REVENUE 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 special revenue project ordinance is hereby adopted:

Section 1. The special revenue project authorized is for the purpose of collecting and appropriating federal and state funds received specifically for the Cabarrus County Sheriff's Department.

Section 2. The officers of this unit are hereby directed to proceed with this 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.

Section 3. The following budgeted amounts are appropriated for the projects:

Federal Forfeiture Funds:	
Federal Forfeiture Sharing Justice Funds	\$ 199,952
Federal Forfeiture Sharing Treasury Funds	223,131
Contribution to General Fund-Fed Forf	107,687
NC Substance Control:	
NC Substance Control Expenses	731,984
Firing Range:	
Firing Range Maintenance/Repair	35,592
TOTAL EXPENDITURES	\$1,298,346

Section 4. The following revenues are anticipated to be available to complete this project:

Federal Forfeiture Funds:	
Federal Forfeiture Sharing Justice Funds	\$ 114,390
Federal Forfeiture Sharing Treasury Funds	280,102
Contribution from General Fund-Fed Forf	114,935
Interest on Investments–Federal Forfeiture	21,343
NC Substance Control:	
NC Substance Control Funds	502,497
Interest on Investments-NC Substance Control	59,284
Contribution from General Fund	170,203
Firing Range:	
Firing Range Funds	34,832
Interest on Investments	760
TOTAL REVENUES	\$1,298,346

Section 5. The Finance Officer is hereby directed to maintain within the Special Revenue Fund sufficient detailed accounting records.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement to the General Fund should be made 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 special revenue 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 this project.

Section 9. At the completion of the project, all unrestricted excess funds are transferred to the General Fund and the Special Revenue 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. Upon notification of funding increases or decreases to existing grants or revenues or the award of grants or revenues, the Manager or Finance Officer may adjust budgets to match, including grants that require a County match for which funds are available.
- e. The Manager may 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 16th day of May, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

Budget Revision/Amendment Request

Date: 5/16/2022

Amount: 2,762,170.00

Dept. Head: Wendi Heglar

Department: Finance - County Capital Projects

☒ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☐ Supplemental Request

This Budget Amendment closes out the projects in Fund 370 LOBS 2018 and Fund 369 LOBS 2017 and transfers the remaining available budget to the Community Investment Fund

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
370	6	0000-6701	Interest on Investments	236,160	99	-	236,259
370	9	7505-9825	Contra Sales Tax	-	-	171,129	(171,129)
370	9	7399-9830	Other Improvements	3,597,029		1,093	3,595,936
370	9	7345-9606	Engineers	361,250	-	4,059	357,191
370	9	7345-9726	Cabarrus County Startup	300,000.00	-	1,390.00	298,610.00
370	9	7345-9801	Land Acquisition	1,221,460.00	-	259.00	1,221,201.00
370	9	7345-9803	Utility Extensions	249,635.00	-	8,845.00	240,790.00
370	9	7345-9820	Construction	30,155,928.00	-	1,758.00	30,154,170.00
370	9	7345-9820-0599	Construction Owner costs	163,000.00	-	704.00	162,296.00
370	9	7345-9825	Contra Sales Tax	(505,124.00)	-	781.00	(505,905.00)
370	9	7345-9860	Equipment & Furniture	900,000.00	-	4,011.00	895,989.00
370	9	7345-9862	Technology	510,000.00	-	45,962.00	464,038.00
370	9	7345-9864	Technology Infrastructure	350,000.00	-	12,524.00	337,476.00
370	9	0000-970118	Cont to Community Investment Fund	-	252,614.00	-	252,614.00
369	6	0000-6701	Interest on Investments	11,530,418	1,124	-	11,531,542
369	6	7344 6439	NC DOT	-	1,538,966.00		1,538,966
369	9	7344 9485	Admin Fees	74,097.00		31,124.00	42,973
369	9	7344 9606	Engineers	478,509.00		62,148.00	416,361
369	9	7344 9607	Architects	3,016,000.00		15,000.00	3,001,000
369	9	7334 9802	Road Construction	1,421,276.00		1,386.00	1,419,890
369	9	7334 9820	Construction	61,951,513.00	6,706.00		61,958,219
369	9	7334 9802 0599	Construction	107,525.00		7,998.00	99,527

369	9	7334 9825	Contra Sales Tax	(64,973.00)	(828,866.00)		(893,839)
369	9	7344 9860	Equipment and Furniture	1,950,000.00		150.00	1,949,850
369	9	7344 9862	Technology	581,000.00		431.00	580,569
369	9	7344 9864	Technology Infrastructure	790,000.00		15,657.00	774,343
369	9	0000-970118	Cont to Community Investment Fund	-	2,509,556.00		2,509,556
							-
100	6	9120-6910-2018	Contribution from Capital Project Fund	-	2,762,170.00	-	2,762,170.00
100	9	0000-9830-AVAIL	Other Improvements	16,931,622.00	2,762,170.00	-	19,693,792.00
							0.00

Budget Officer

- ☐ Approved
☐ Denied

Signature

Date

County Manager

- ☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

- ☐ Approved
☐ Denied

Signature

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	\$ 34,130
Contribution from General Fund	61,484
Contribution from Capital Reserve	150,000
	\$ 245,614
Register of Deeds Department:	
Register of Deeds Fees	\$2,179,413
Interest on Investments	68,805
Contribution from General Fund	77,505
	\$2,325,723
Community Development	
Contribution from General Fund	\$54,902
Duke Power Rebate	24,321
	\$79,223
Soil and Water Department:	
Deferred Tax Collections	\$443,823
Interest on Investments	1,693
Contributions and Private Donations	2,898
Contribution from General fund	86,145
EEP Contract	3,225
ADFP Grant	54,000
Drill Program Fees	17,873
Suther Farm Project	806,396
Hill Farm Project	99,000
Stewardship Fund	52,250
	\$1,567,303
Educational Farming	
Educational Farming (Lomax)	\$ 267,000
Local Agricultural Preservation Projects:	
Contribution from General Fund	\$13,801
Deferred Farm Tax Collections	3,916,767
Deferred Farm Tax Interest	635,994
Lease	7,500
Interest on Investments	128,342
	\$4,702,404
TOTAL REVENUES	\$9,187,267

D. The following appropriations are made as listed:

Board of Elections Department:	
Board of Elections Equipment and Furniture	\$ 245,614
Register of Deeds Department:	
Register of Deeds Automation & Preservation	\$ 2,325,723
Community Development	
Duke Rebate Projects	\$79,223
Soil and Water Department:	
Other Improvement Projects	\$556,234
EEP Contract	3,225
ADFP Conservation Easement	54,000
Drill Repair & Maintenance	17,873
Suther Farm Project	780,000
Hill Farm Project	99,000
Stewardship	56,971
	<hr/>
	\$1,567,303
Educational Farming	
Educational Farming (Lomax)	\$ 267,000
Local Agricultural Preservation Projects:	
Other Improvement Projects	\$4,702,404
TOTAL EXPENDITURES	\$9,187,267
 GRAND TOTAL – REVENUES	 \$9,187,267
GRAND TOTAL – EXPENDITURES	\$9,187,267

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. 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.
6. 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.
7. 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.
8. 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).

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 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 Ordinance associated with the project is closed.

Adopted this 16th day of May, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

Budget Revision/Amendment Request

Date: 5/16/2022

Amount: 9,800,000.00

Dept. Head: Wendi Heglar

Department: Finance - County Capital Projects

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☐ Supplemental Request

This budget decreasing the County loan portion of Courthouse for the State Allocation of \$7,500,000. It also allocates the State Funds of \$700,000 to the Frank Liske Barn project. In addition to the State funds it allocates \$1,600,000 from American Rescue Plan Fund for capital projects previously approved by the Board.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	9	2210-9821-COURT	Building and Renovations	24,238,515	-	7,500,000	16,738,515
380	6	2210-6918-2022A	Proceeds from COPS/LOBS	48,826,301	-	7,500,000	41,326,301
380	9	2210-9860-COURT	Equipment & Furniture	2,623,500	34,000	-	2,657,500
380	9	2210-9660-COURT	Contingency	4,205,016	616,000		4,821,016
380	9	2210 9330 COURT	Tools & Minor Equipment	2,500,000	300,000		2,800,000
380	9	2210 9607 COURT	Architects	9,538,076	150,000		9,688,076
380	6	8140 6902 BARN	Contribution from General Fund	-	1,100,000		1,100,000
380	9	8140 9820 BARN	Construction	5,342,026	900,000		6,242,026
380	6	8140 6902 BARN	Contribution from General Fund	3,648,673	200,000		3,848,673
380	6	8140 6375 BARN	State Budget Allocation	-	700,000		700,000
380	9	8140 9830 ADA	Other Improvements	1,100,000	200,000		1,300,000
380	6	8140 6902 ADA	Contribution from General Fund	-	200,000		200,000
380	9	8140 9830 RWP	Other Improvements	1,000,000	100,000		1,100,000
380	6	8140 6932 RWP	Contribution from General Fund	1,000,000	100,000		1,100,000

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date

Budget Revision/Amendment Request

Date: 5/16/2022

Amount: 6,775

Dept. Head: Wendi Heglar

Department: Finance - County Capital Projects

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☐ Supplemental Request

To Budget Amendment closes out the remaining accounts in Fund 534 transfers the remaining available budget to the General Fund.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
534	6	8240 6701	Interest on Investments	159,746		1,276	158,470
534	9	8240 9302 MIDLB	Circulation Stock	100,302		3,131	97,171
534	9	8240 9607	Architects	9,740		4,920	4,820
534	9	8240 9704	Contribution to the General Fund	1,035,824		6,775	1,029,049

Budget Officer

☐ Approved

☐ Denied

Signature

Date

County Manager

☐ Approved

☐ Denied

Signature

Date

Board of Commissioners

☐ Approved

☐ Denied

Signature

Date

Budget Revision/Amendment Request

Date: **May 16, 2022**

Amount: \$ **1,574,238.00**

Dept. Head: **Wendi Heglar**

Department: **FUND 460 - SMALL PROJECTS MULTI YEAR FUND**

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

The purpose of this budget amendment is to make adjustment to the SMALL PROJECTS FUND - Multi Year Fund.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
460	6	0000-6023	Deferred Tax Collections	2,648,271.00	1,201,382.00	-	3,849,653.00
460	6	0000-602301	Deferred Tax Collections Prior Years	43,846.00	23,268.00	-	67,114.00
460	6	0000-6024	Deferred Tax Interest	462,079.00	173,915.00	-	635,994.00
460	6	000-661401	Lease of land revenue	0.00	7,500.00	-	7,500.00
460	6	0000-6701	Interest on Investments	126,447.00	1,895.00	-	128,342.00
460	9	0000-9830	Other Improvements	484,444.44	1,407,960.00		1,892,404.44
			<i>Increase Revenue for Deferred Tax and Interest</i>				
460	6	1610-6701	Interest on Investments	67,793.00	1,012.00		68,805.00
460	6	1610-6501-0258	Register of Deeds Fees	2,015,437.00	163,976.00		2,179,413.00
460	9	1610-9407	Automation & Enhancement	2,160,735.00	164,988.00		2,325,723.00
			<i>Increase Revenue for Interest ROD</i>				
460	6	3270-6606-DRILL	Drill Program Fees	16,582.59	1,290.00		17,872.59
460	9	3270-9419-DRILL	Drill Repairs and Maintenance	16,582.59	1,290.00		17,872.59
			<i>Increase Revenue for Drill Program Fees</i>				

Budget Officer

☐ Approved
☐ Denied

Signature

Date

County Manager

☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

☐ Approved
☐ Denied

Signature

Date

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	\$8,115,115
Capital Reserve Contribution	6,053,512
Capital Projects Fund Contribution	4,096,555

TOTAL REVENUES	\$18,265,182
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- C. The following appropriations are made as listed.

CCS Security Cameras	\$822,699
CCS FMD Capital Outlay Projects	877,466
CCS Non-FMD Capital Outlay Projects	53,359
Mt. Pleasant Elementary School Electrical Services CCS	568,700
Mt. Pleasant Elementary Roof Repair	1,045,020
Site Evaluations-Multiple Schools	41,745
20 Mobile Units/Other Improvements-Multiple Schools	2,400,000
10 Yellow Buses-Multiple Schools	880,000
CCS Activity Buses	300,000
J.N. Fries Middle School Other Improvements	300,000
A.L. Brown HS Other Improvements	421,653
A.L. Brown HS Gymnasium	11,250
RCCC – South Campus Fire Alarm Replacement	112,000
RCCC – HVAC Replacement	100,000
CBTC A/C Units Replacement Phase II	161,684
Contribution to Capital Projects Fund	9,531,582
Contribution to Capital Reserve Fund	378,707
Contribution to Community Investment Fund	259,317

TOTAL EXPENDITURES	\$18,265,182
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GRAND TOTAL – REVENUES	\$18,265,182
GRAND TOTAL – EXPENDITURES	\$18,265,182

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 2nd day of May, 2022.

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
Interest Income	236,259
Capital Project Fund Contribution	668,032
Debt Proceeds	54,680,000
Capital Reserve Contribution	7,942,288
NC Dept of Transportation	1,038,464

TOTAL REVENUES	\$65,466,043
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- C. The following appropriations are made as listed.

Legal Fees	\$ 416,293
HVAC Replacement – Mt. Pleasant High-CCS	3,691,183
Mobile Units – CCS	2,095,676
HVAC Replacement – JN Fries Middle-CCS	3,595,936
Hickory Ridge Elementary-CCS	35,214,857
RCCC – Advanced Technology Center	16,846,354
Land – RCCC	1,721,000
Contribution to General Fund	1,041,915
Contribution to Capital Projects Fund	590,214
Contribution to Community Investment Fund	252,614

TOTAL EXPENDITURES	\$65,466,043
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GRAND TOTAL – REVENUES	\$65,466,043
GRAND TOTAL – EXPENDITURES	\$65,466,043

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 16th Day of May, 2022.

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	2,650,083
Capital Projects Fund	7,679,803
Capital Reserve Contribution	9,291,915
Interest Income	1,531,542
NC Department of Transportation	1,538,966
TOTAL REVENUES	\$101,887,188

- C. The following appropriations are made as listed.

Financing Costs	\$741,338
General Government	1,653,083
Parking Deck Downtown Concord	13,044,004
Performance Learning Center	3,811,311
West Cabarrus High School	75,097,153
Contribution to General Fund	6,436
Contribution to Capital Reserve Fund	331,709
Contribution to Capital Projects Fund	4,041,738
Contribution to Community Investment Fund	3,160,416
TOTAL EXPENDITURES	\$101,887,188

GRAND TOTAL – REVENUES	\$101,887,188
GRAND TOTAL – EXPENDITURES	\$101,887,188

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, Community Investment Fund or other Capital projects Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 16th Day of May, 2022.

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	2,650,083
Capital Projects Fund	7,679,803
Capital Reserve Contribution	9,291,915
Interest Income	1,531,542
NC Department of Transportation	1,538,966
TOTAL REVENUES	\$101,887,188

- C. The following appropriations are made as listed.

Financing Costs	\$741,338
General Government	1,653,083
Parking Deck Downtown Concord	13,044,004
Performance Learning Center	3,811,311
West Cabarrus High School	75,126,254
Contribution to General Fund	6,436
Contribution to Capital Reserve Fund	331,709
Contribution to Capital Projects Fund	4,041,738
Contribution to Community Investment Fund	3,131,315
TOTAL EXPENDITURES	\$101,887,188

GRAND TOTAL – REVENUES	\$101,887,188
GRAND TOTAL – EXPENDITURES	\$101,887,188

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, Community Investment Fund or other Capital projects Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 16th Day of May, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

Budget Revision/Amendment Request

Date: 5/16/2022

Amount:

Dept. Head: Wendi Heglar

Department: Finance - County Capital Projects

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒

Supplemental Request

The purpose of this budget amendment is to make adjustment to the SHERIFF PROJECT FUND - Multi Year Fund.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
461	6	2111 6305 TREAS	Federal Forfeiture Sharing	257,611	22,491	-	280,102
461	6	2111 6701	Interest on Investments	7,934	73	-	8,007
461	6	2111 6701 TREAS	Interest on Investments	13,264	73	-	13,337
461	6	2112 6306	NC Substance Control Tax	480,142	22,355	-	502,497
461	6	2112 6701	Interest on Investments	59,136	148	-	59,284
461	6	2114 6694	Firing Range Revenues	34,038	794	-	34,832
461	6	2114 6701	Interest on Investments	752	9	-	761
461	9	2111 9836 TREAS	Forfeiture Sharing Expenses	200,495.00	22,637.00	-	223,132
461	9	2112 9838	NC Control Substance Tax Expen	709,481.00	22,503.00	-	731,984
461	9	2114 9572	Range Maintenance/Repair	34,790.00	803.00	-	35,593

Budget Officer

☐ Approved

☐ Denied

Signature

Date

County Manager

☐ Approved

☐ Denied

Signature

Date

Board of Commissioners

☐ Approved

☐ Denied

Signature

Date

Budget Revision/Amendment Request

Date: 5/16/2022

Amount: 1,024,929

Dept. Head: Wendi Heglar

Department: Finance - County Capital Projects

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☐ Supplemental Request

To Budget Amendment closes out the remaining projects in Fund 343 and Fund 364 and transfers the remaining available budget to the Community Investment Fund. It also transfers money from the community investment fund to cover charges not approved by the 911 Board.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
343	9	0000-9830 AVAIL	Other Improvements	90,386	-	90,386	-
343	9	1810-9605 WEB	Consultants	283,750	-	250	283,500
343	9	1810-9830	Other Improvements	300,000		78	299,922
343	9	2110-9342 CAM	Minor Technology Equipment	172,607	-	552	172,055
343	9	2710-9605 PSTC	Consultants	90,000	-	73,823	16,177
343	6	2740 6614	Rental Fee	1,056,214	8,554	-	1,064,768
343	9	2740 9331	MO Equipment	2,208,885	-	281,175	1,927,710
343	9	2740 9860	Equipment & Furniture	525,743	-	1,273	524,470
343	9	8140 9801 CTT	Land Acquisition	50,000	-	47,900	2,100
343	9	8140 9830 0618	Other Improvements	4,095,193	-	133,504	3,961,689
343	9	8140 9830 RESTR	Other Improvements	693,951	-	3,715	690,236
343	9	8310 9821	Build/Renovations	161,000	-	39,185	121,815
343	9	8310 9830 REPL	Other Improvements	116,438	-	85,217	31,221
343	9	0000-970118	Cont to Community Investment Fund	-	765,612	-	765,612
364	9	7210 9830 FMD	Other Improvements	878,074		608	877,466
364	9	7309 9830	Other Improvements	1,615,108		1,388	1,613,720
364	9	7503 9821 HVAC	Build/Renovations	330,000		68,316	261,684
364	9	7338 9606	Engineers	12,000		55	11,945
364	9	7338 9849	Site Development	30,000		200	29,800
364	9	7407 9830 0632	Other Improvements	200,000		188,750	11,250
364	9	0000-970118	Cont to Community Investment Fund	-	259,317		259,317

401	6	2740 6422	Contribution from Local Government	-	40,212		40,212
401	9	2740 9445	Purchased Services	662,902	40,212		703,114
001	6	1960 6910	Contribution from Capital Project Fund	-	249,517		249,517
001	9	2740 9331	MO Equipment	-	249,517		249,517
100	6	9120 6910	Contribution from Capital Project Fund	1,038,464	775,412		1,813,876
100	9	0000 9708	Contribution to Capital Project Fund	10,881,375	436,289		11,317,664
100	9	0000-9830-AVAIL	Other Improvements	14,531,622	339,123		14,870,745
390	6	7230 6902	Cont from Community Investment Fund	2,451,284	188,750		2,640,034
390	9	7230 9501 DM22	Building & Grounds Maintenance	2,451,284	188,750		2,640,034
380	9	2710 9605 PSTC	Consultants	-	73,823		73,823
380	6	2710 6932 PSTC	Cont from Community Investment Fund	-	73,823		73,823
380	9	8140 9830 RWP	Other Improvements	-	133,504		133,504
380	6	8140 6932 RWP	Cont from Community Investment Fund	1,000,000	133,504		1,133,504

Budget Officer

- ☐ Approved
☐ Denied

Signature

Date

County Manager

- ☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

- ☐ Approved
☐ Denied

Signature

Date

CABARRUS COUNTY SCHOOL CAPITAL PROJECTS 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 School Facilities. 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.

Contribution from General Fund/CIF	\$ 19,954,708
Contribution from Capital Projects Fund	9,522,511
Debt Proceeds 2020 Draw Note	46,620,222
Debt Proceeds 2022 Draw Note	55,711,930
Contribution from Capital Reserve Fund	1,662,314
NC Department of Transportation	1,300,000

TOTAL REVENUES	\$134,771,685
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- C. The following appropriations are made as listed.

CCS Mobile Unit Renovation	\$ 3,300,000
Concord High Fire Alarm Replacement	89,314
Northwest High Fire Alarm Replacement	89,314
JM Robinson Renovation	81,195
R. Brown McAllister Replacement	39,950,000
Roberta Road Middle School	56,604,300
CCS New High School	9,508,821
Kannapolis Middle School	138,897
AL Brown Football Stadium ADA/Drainage	228,000
AL Brown Roof Replacement	190,000
RCCC Building 1000 Boiler	62,780
RCCC Building 2000 Roof Replacement	154,500
RCCC CBTC HVAC	244,291
Contribution to Capital Reserve	5,001,114
Early College Mobile Units	1,850,000
Deferred Maintenance Cabarrus County Schools	13,431,125
Deferred Maintenance Kannapolis City School	2,640,034
Deferred Maintenance Rowan Cabarrus Community College	1,208,000

TOTAL EXPENDITURES	\$134,771,685
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GRAND TOTAL – REVENUES
GRAND TOTAL – EXPENDITURES

\$134,771,685
\$134,771,685

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, Community Investment Fund or other Capital Project Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 16th Day of May, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY CANNON MEMORIAL LIBRARY 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 collecting and appropriating contributions and private donations received specifically for the Cabarrus County Cannon Memorial Library System.
- 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.

Contributions and Private Donations	\$ 923,758
Contributions and Donations – Flowe Trust	11,331
Interest on Investments	158,470
Interest on Investments – Trust	44,876
Private Donations for Mt. Pleasant Library	9,740

TOTAL REVENUES	\$1,148,175
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- C. The following appropriations are made as listed.

Bank Service Charges - Concord	\$ 3,585
Contribution to General Fund	1,042,599
Renovations Architects	4,820
Midway Library Circulation	97,171

TOTAL EXPENDITURES	\$1,148,175
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GRAND TOTAL – REVENUES	\$1,148,175
GRAND TOTAL – EXPENDITURES	\$1,148,175

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 16th Day of May, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY COUNTY CAPITAL PROJECTS 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 County Facilities. 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 2020 Draw Note	\$ 77,592,977
Debt Proceeds 2022 Draw Note	87,051,452
Contributions from Capital Projects Fund	27,766,063
Contribution from General Fund	37,950,372
Contribution from Capital Reserve Fund	3,657,664
Contribution from Internal Service Fund	1,065,425
Contribution from Community Investment Fund	207,327
State Allocation	38,200,000
TOTAL REVENUES	\$273,491,280

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 135,959,518
Governmental Center Skylight & Roof Replacement	2,028,494
Contribution to Capital Reserve (Reimb for Skylight Project)	2,085,000
Artificial Turf Fields	4,401,748
Frank Liske Barn Replacement	7,083,844
Legal / Closing Expenses	952,508
Governmental Center Parking Deck Sealing	235,982
Emergency Equipment Warehouse/ ITS Location	14,867,999
Fiber Infrastructure Improvement	720,000
Jail Annex HVAC Replacement	193,000
Sheriff Training & Firing Range Renovations	2,450,000
Human Services HVAC	180,000
Frank Liske Park ADA Renovations	1,300,000
Frank Liske Park Playground Replacement	93,600
Camp Spencer Vending & Archery Building	336,998
West Cabarrus Library & Senior Center	2,400,000
Deferred Maintenance Projects	6,471,450
EMS Headquarters	20,520,017
Northeast Area Park	8,089,024
Northeast Area Land	3,650,150
Mental Health Facility	33,097,554
Other Improvements Unallocated	2,443,764
Enterprise Physical Security Project (ITS)	700,000
Concord Senior Center Overflow Parking Lot	100,000

Contribution to the General Fund	47,500
Frank Liske Park Softball Complex Utilities	60,000
Rob Wallace Park	1,233,504
Animal Shelter Expansion	190,000
Frank Liske Park Stormwater Project	570,803
Northeast Cabarrus Radio Tower Project	2,435,000
Milestone Building	8,150,000
Fire Services Building	370,000
Mt Pleasant Library	10,000,000
Public Safety Training Center	73,823
TOTAL EXPENDITURES	\$273,491,280
 GRAND TOTAL – REVENUES	 \$273,491,280
GRAND TOTAL – EXPENDITURES	\$273,491,280

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. Transfers amounts between objects of expenditure and revenues within a function without limitation.
 2. Transfer amounts up to \$500,000 between functions of the same fund.
 3. 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. Enter 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.
 5. 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.
 6. 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.
 7. Reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).

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 Community Investment Fund and the portion of the Capital Project associated with the project is closed.

Adopted this 16th day of May 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

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	1,064,768
Sale of Fixed Assets	1,012,442
Contributions and Donations	223,036
General Fund Contribution	3,754,144
Lease Proceeds (Robert Wallace Park)	3,666,394
Capital Projects Fund Contribution	2,926,264
Capital Reserve Fund Contribution	9,035,937
Special Revenue Contribution	41,438

TOTAL REVENUES	\$22,074,423
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- D. The following appropriations are made as listed.

Government Management Furniture & Fixtures	\$ 26,300
Enterprise Physical Security	299,922
County Website Design	283,500
Jail Camera Upgrade	172,055
Public Safety Training Center	16,177
EMS Co-location – Concord Fire #11	482,761
Emergency Communications Equip & Ethernet Backhaul	2,647,157
JM Robinson High School Wetlands Mitigation	100,000
Robert Wallace Park	8,01,959
Carolina Thread Trail	2,100
Frank Liske Park – Lower Lot Restrooms	690,236
Arena – Lighting Control System Replacement	175,000
Arena – Building & Storage Replacement	121,815
Arena – Equipment & Furniture	31,221
Contribution to County Capital Projects Fund	8,212,811
Unassigned	29,797
Contribution to Community Investment Fund	765,612

TOTAL EXPENDITURES	\$22,074,423
---------------------------	---------------------

GRAND TOTAL – REVENUES	\$22,074,423
GRAND TOTAL – EXPENDITURES	\$22,074,423

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 16th Day of May, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Request for Public Art Placement at Rotary Square

BRIEF SUMMARY:

The County has been approached by Fulltime Funktown about displaying public art sculptures at Rotary Square. County staff and Fulltime Funktown will present the proposal, specifics, legal aspects, and other details. County staff will be looking for direction from the Board on how to proceed with this request. If The Board wishes for staff to pursue this request a motion will need to be made to reflect that direction.

REQUESTED ACTION:

Receive input.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations
Fulltime Funktown Representatives

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Fulltime Funktown proposal
- ▢ Presentation

FIRST INAUGURAL



**PRESENTED BY
FULLTIME FUNKTOWN**

**DAVID & KAT CORNELIUS AND DOYLE BUSSEY
704.791.4054 | DAVECORNELIUS34@YAHOO.COM**

2022 SCULPTURES

THESE SCULPTURES ARE INTENDED TO BE INSTALLED FOR LESS THAN ONE YEAR.
IN A YEAR, WE WILL PROPOSE NEW SCULPTURES.

“GENESIS”

WAYNE VAUGHN
GRAHAM, NC

“GENESIS CAPTURES THE
BEGINNING, MIDDLE, AND END OF
THE PHYSICAL, ABSTRACT, AND
PHYSICALLY ABSTRACT.”

THESCULPTUREFARM.COM



PAINTED STEEL
7'3"H X 3'W X 3'D
275 LBS



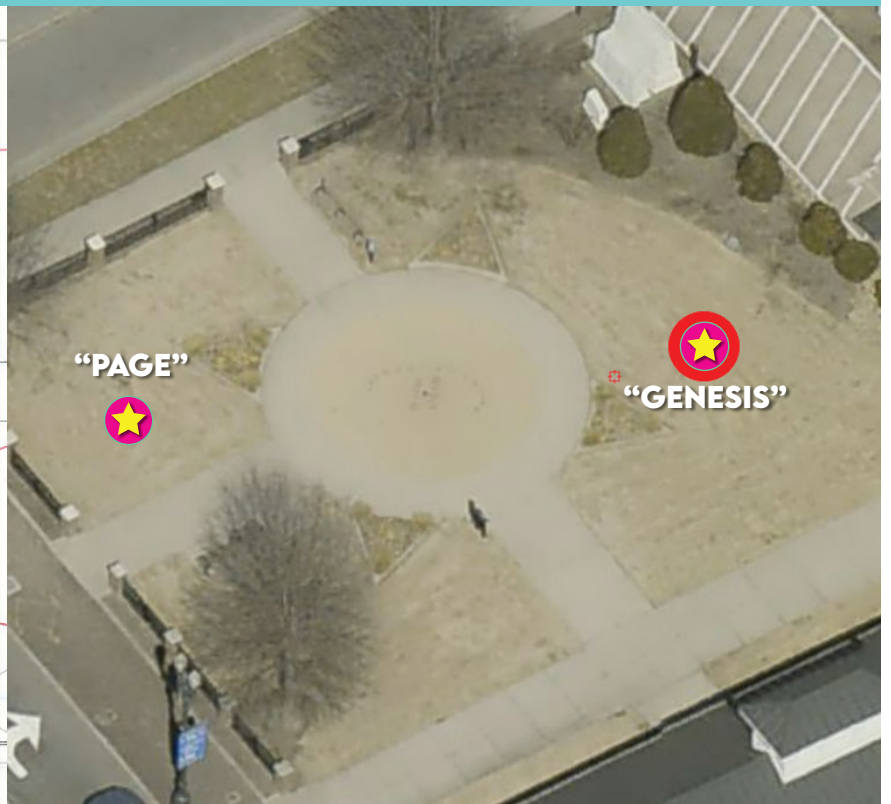
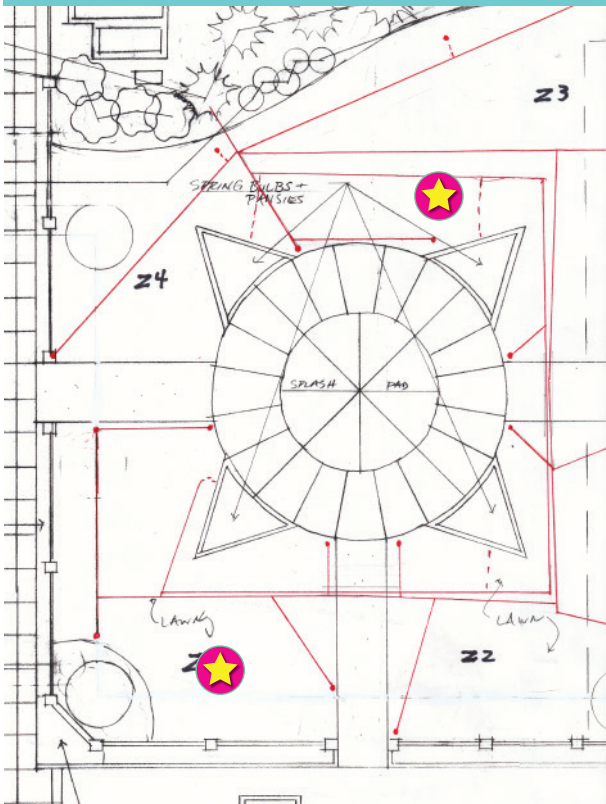
POWDER COATED ALUMINUM
7'H X 2'W X 2'D
160 LBS

“PAGE”

RICHARD PITTS
NEW ALBANY, PA

“PAGES WENT THROUGH A NUMBER
OF STEPS BEFORE I ARRIVED AT THE
TITLE. THE WORD PAGES CAN HAVE
MANY CONNOTATIONS, BOTH
PERSONAL AND OBJECTIVE.
WHATEVER THE REFERENCES MAY
BE PAGES IS A SCULPTURE THAT
SHOULD READY THE IMAGINATION
FOR A CLEAN SLATE, A NEW PAGE.”

ROTARY SQUARE



SCULPTURE LOCATION

CONCORD

SCULPTURE SHOW

PRESENTER: DAVID CORNELIUS FULLTIME FUNKYTOWN'S ESTIMATOR & FACILITATOR

THE PROSED SCULPTURES DESIGNATED FOR ROTARY SQUARE RE TO JOIN EIGHT OTHER SCULPTURES
AROUND DOWNTOWN CONCORD IN FULLTIME FUNKYTOWN'S INAUGURAL
"CONCORD SCULPTURE SHOW."

FULLTIME FUNKYTOWN HOPES TO KEEP "GENESIS" AND "PAGE" SCULPTURES
AT THE ROTARY SQUARE FOR ONE YEAR.
AFTERWARDS, FULLTIME FUNKYTOWN PLANS TO RESTART THIS PROCESS
FOR THE NEXT SCULPTURES TO BE PLACED AT ROTARY SQUARE.

ARTISTS

AS AN APPRENTICE
TO A MASTER
CARPENTER, WAYNE
VAUGHN CONTINUED
ON TO ENJOY A
SUCCESSFUL
BUILDING CAREER
THAT SPANNED FOUR
DECADES. MUSIC
ALSO PLAYS AN
IMPORTANT PART IN
HIS LIFE AS A
FOUNDING MEMBER
OF THE OVER 30
YEAR OLD TRIANGLE
BRASS BAND.
ROOTED IN THIS
COMBINATION OF
PHYSICAL SKILL AND
KNOW-HOW,

DEDICATION, AND CREATIVE PURSUIT, IN 2004 HIS CAREER AS SCULPTOR
WAS FOSTERED. VERY QUICKLY HIS BOLD, GEOMETRIC, LARGE-SCALE
WORKS BEGAN WINNING AWARDS AND THE ATTENTION OF REGIONAL
AND NATIONAL SHOWS.

WAYNE VAUGHN



RICHARD PITTS



WITH TITLES LIKE
"WHIRLWIND,"
"ELECTRIC WATER,"
"DANCING DOWN THE
STAIRCASE," AND
"SOLAR TOTEMS," YOU
SHOULD GET AN IDEA
OF THE MUSE THAT HAS
DRIVEN ARTIST
RICHARD PITTS FOR 60
YEARS TO EXPLORE THE
OUTER EDGES OF
CREATIVITY AND BRING
THEM TO THE VIEWER.
BUT WHAT CAN WE
LEARN ABOUT THE MAN
BEHIND RICHARD PITTS
ART?

WHEN YOU LEARN
ABOUT RICHARD PITTS, YOU SEE A STORY THAT BEGINS WITH A SOLID
EDUCATIONAL FOUNDATION THAT WAS BUILT UPON DURING 40 YEARS AS A
TEACHER, SHARING HIS CRAFT AND GIFT WITH OTHERS. HIS WORK WASN'T
CONFINED TO THE REALMS OF ACADEMIA, THOUGH. THROUGH MANY SOLO
EXHIBITIONS, OUTDOOR INSTALLATIONS, GROUP EXHIBITIONS, AND
INCLUSION IN MANY PUBLIC COLLECTIONS, HIS WORKS HAVE BEEN
APPRECIATED AND LOVED BY MANY.



Fulltime Funkytown

Mission

To support creatives and the growing art culture in the community
by facilitating space for public art and creative expression
accessible to all members of the community.

Fulltime Funkytown

Founding Members



David Cornelius



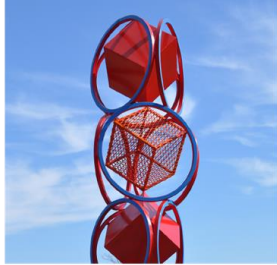
Doyle Bussey



Kat Cornelius

CONCORD

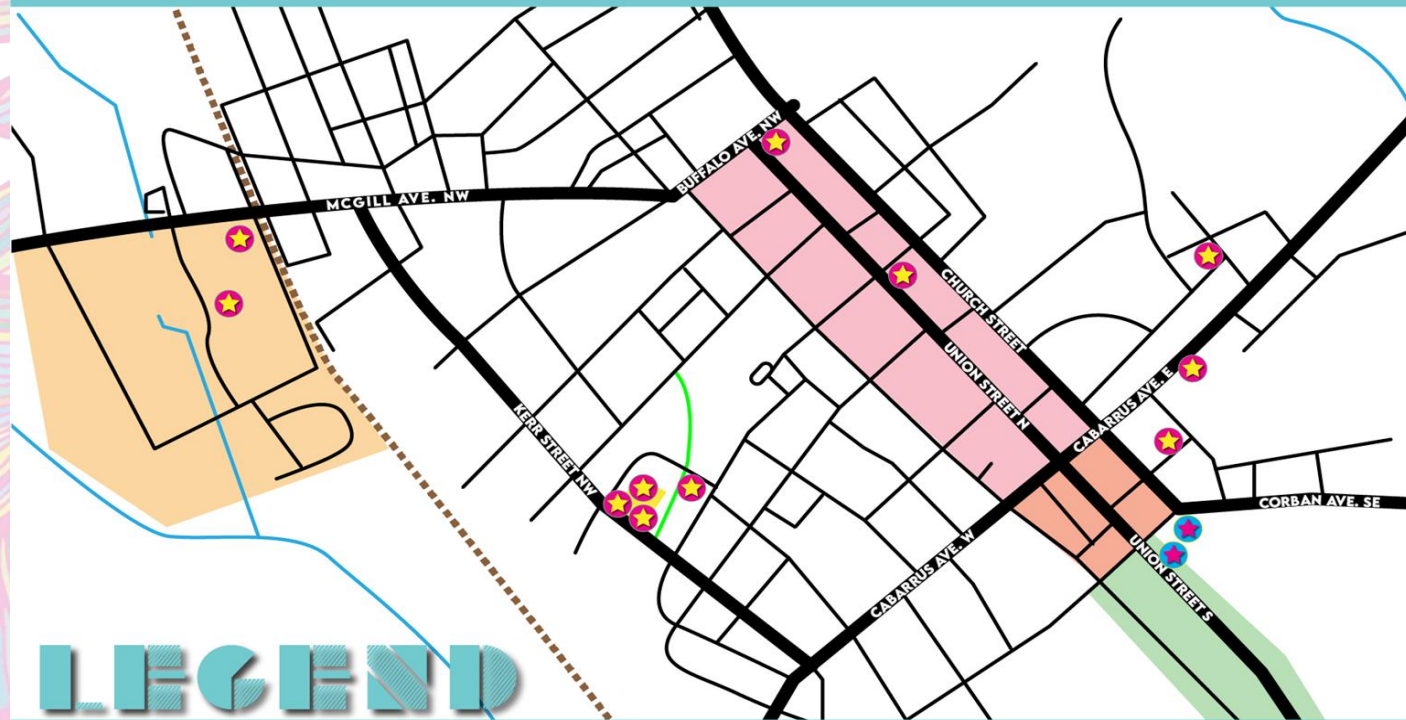
SCULPTURE SHOW



The Concord Sculpture Show was conceptualized in 2020 by Kat Cornelius and Doyle Bussey with the purpose of energizing Concord's arts culture by creating opportunities for local artists to connect with and build our community.

Fulltime Funkytown "FTFT" has secured ten sculptures & ten locations around Downtown Concord and plans to open in May/June.

DOWNTOWN CONCORD



LEGEND

- | | | | | |
|-------------------|-------------|-----------------------------|-----------------|-----------------|
| HISTORIC UNION N. | GIBSON MILL | SCULPTURE LOCATION | RAILROAD TRACKS | SECONDARY ROADS |
| DOWNTOWN | CLEARWATER | PROPOSED SCULPTURE LOCATION | STREAM | MAIN ROADS |
| HISTORIC UNION S. | | | GREENWAY | |



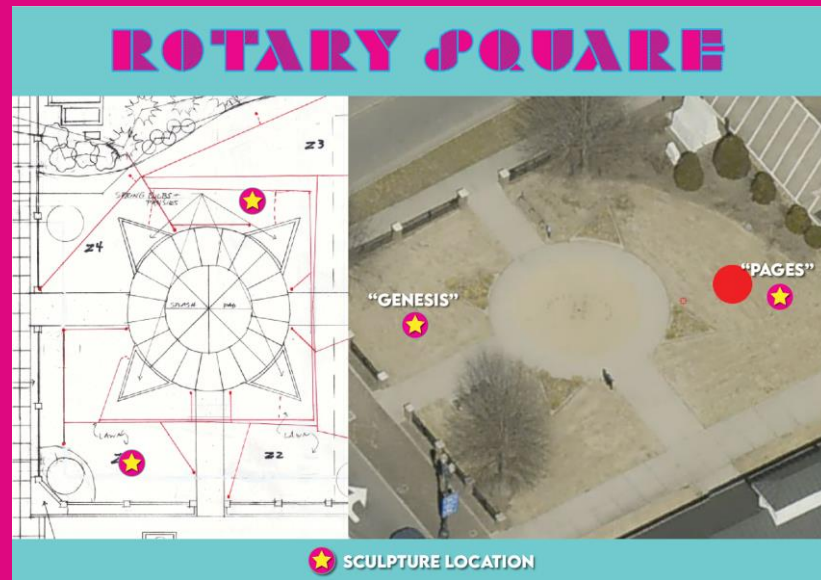
"GENESIS"
Wayne Vaughn
Graham, NC

Painted Steel
7'3"h x 3'w x 3'd
275 lbs



"PAGE"
Richard Pitts
New Albany, PA

Powder Coated Aluminum
7'H X 2'W x 2'D
160 lbs



**Fulltime Funkytown hopes to keep
"Genesis" and "Page" sculptures at the
rotary square for one year. Afterwards,
Fulltime Funkytown plans to restart this
process for the next sculptures to be
placed at Rotary Square.**

Fulltime Funkytown

WELCOME EVENT

LEARN

CONNECT

COLLAB

SUPPORT

DO WORK

FTFT MISSION:

TO SUPPORT CREATIVES AND
THE GROWING ART CULTURE IN
THE COMMUNITY BY CULTIVATING
SPACE FOR PUBLIC ART AND
CREATIVE EXPRESSION
ACCESSIBLE TO & BY ALL
MEMBERS OF THE
COMMUNITY.

LOCATION:

SOUTHERN STRAIN
CONCORD, NC

FREE
LIBATIONS

MAY 23 | 6-8P

LEARN:

WHAT IS FULLTIME
FUNKYTOWN?

CONNECT:

MEET LOCALS INTERESTED IN
CONCORD'S CREATIVE CULTURE

COLLAB:

CONNECT WITH LOCAL CREATIVES
AND THEIR SUPPORTERS

SUPPORT:

DONATE TO THE
FTFT MISSION

DO WORK:

FIRST PROJECT:
THE INAUGURAL
CONCORD
SCULPTURE
SHOW



ACTION

INCLUSION



PARTICIPATION



CULTURE

COMMUNITY

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Legal Department - Huntersville Land Development Services Interlocal Agreement

BRIEF SUMMARY:

In May 2021, the Town of Huntersville annexed about 11.5 acres in Cabarrus County as part of a proposed housing development. The current plan calls for about 20 of the lots to be contained partially or fully within Cabarrus County. This is Huntersville's first annexation into Cabarrus County. Staff is working with Huntersville and Mecklenburg to assign responsibility for services in the annexed area.

Mecklenburg County currently provides land development services to Huntersville via an interlocal agreement. The attached amendment to that agreement would extend Mecklenburg County's responsibility to areas of Huntersville located inside of Cabarrus County. Cabarrus County will not be providing any land development services to Huntersville under this agreement.

REQUESTED ACTION:

Motion to authorize the County Manager to execute the attached Interlocal Agreement, subject to review and approval from the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Susie Morris, Planning and Zoning Manager
David Goldberg, Deputy County Attorney

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Amended ILA Agreement
- ▣ Map

AMENDMENT FOR LAND DEVELOPMENT
SERVICES INTERLOCAL AGREEMENT

This AMENDMENT FOR LAND DEVELOPMENT SERVICES INTERLOCAL AGREEMENT (“Amendment”) is made and entered into to be effective _____, 2022 by and between Mecklenburg County, North Carolina (“County”), the Town of Huntersville, North Carolina (“Town”), and Cabarrus County, North Carolina (“Cabarrus”).

WITNESSETH:

WHEREAS, in 2000 the Town and County executed a “Land Development Services Interlocal Cooperation Agreement” (“Agreement”), and

WHEREAS, the Agreement outlines County enforcement of certain of the Town’s ordinances within the Town’s corporate limits and the Town’s extraterritorial jurisdiction pursuant to General Statute 153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the Town has annexed certain land located in Cabarrus into its satellite corporate limits;¹ and

WHEREAS, the parties now wish to amend the Agreement to clarify the area County will enforce on behalf of the Town; and

WHEREAS, the Agreement was amended on June 18, 2019 and in 2003; and

WHEREAS, Cabarrus is joining this Amendment to consent to the terms of the Agreement and this Amendment.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, County, Town, and Cabarrus agree for themselves, their heirs, personal representatives, successors and assigns as follows:

1. **Land Development Jurisdiction.** Section 1(b) of the Agreement shall be amended by deleting the same in its entirety and inserting in lieu thereof the following:

b. “Land Development Jurisdiction. As used in this Amended and Restated Agreement the Town’s “Land Development Jurisdiction” shall be deemed to include all lands within the Town’s corporate limits, including its satellite corporate limits that are located outside of the County, and within the Town’s areas of extraterritorial jurisdiction.”

¹ “Satellite corporate limits” means the corporate limits of a noncontiguous area annexed pursuant to Part 4 of Chapter 160A of the North Carolina General Statutes. N.C.G.S. § 160A-58(3).

2. **Exhibit A.** Exhibit A of the Agreement shall be amended by deleting the 2019 fee schedules and inserting in lieu thereof the fee schedules adopted in 2021, and as may be amended from time to time.
3. **Definition of Contract; Capitalized Terms.** All capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement.
4. **Unmodified Terms.** Terms and provisions of the Agreement which are not expressly modified by this Amendment shall remain in full force and effect.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment for the purposes above stated.

Town of Huntersville, North Carolina

By: _____
Town Manager

ATTEST:

Clerk to the Board

Mecklenburg County, North Carolina

By: _____
County Manager

ATTEST:

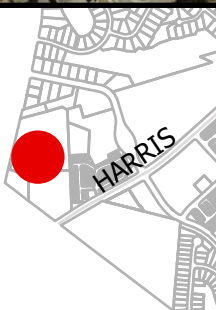
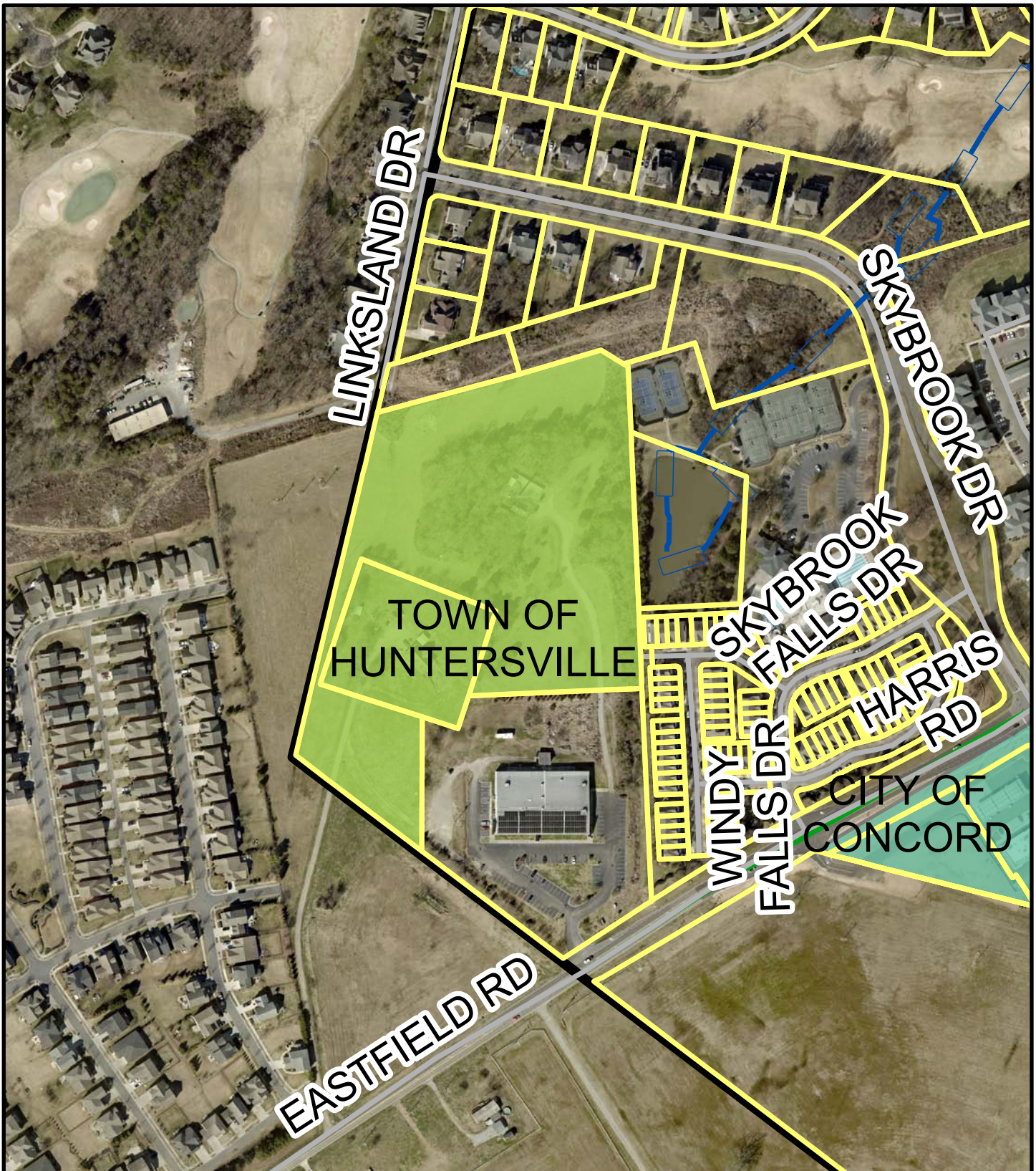
Clerk to the Board

Cabarrus County, North Carolina

By: _____
County Manager

ATTEST:

Clerk to the Board



Town of Huntersville Annexation Area

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. April 2022



1 inch equals 300 feet

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Legal - Public Participation Policy for Board of Commissioners Meetings

BRIEF SUMMARY:

At the direction of members of the Board, staff have prepared a draft Public Participation Policy for Board of Commissioners Meetings. The policy would establish reasonable time, place, and manner requirements for members of the public participating in BOC meetings. All opinions would continue to be welcome, but speakers would be asked to conduct themselves in a manner befitting the Board meetings.

Speakers would be asked not to issue personal, ad hominem attacks towards members, county employees or members of the public. The policy would also prohibit speakers from identifying minors without parental consent. The presiding officer (normally the Chair) will enforce the policy by issuing warnings, cutting speakers off, and instructing that they leave the meeting, with the assistance of law enforcement if necessary.

This policy is authorized under N.C.G.S. 153A-52 and 153A-52.1, which authorize the Board of Commissioners to adopt reasonable rules governing the conduct of public comment periods and public hearings. The Fourth Circuit Court of Appeals upheld a similar policy in December 2021.

REQUESTED ACTION:

Motion to suspend the rules of procedure.

Motion to adopt the policy.

EXPECTED LENGTH OF PRESENTATION:

15 Minutes

SUBMITTED BY:

David Goldberg, Deputy County Attorney

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Policy on Public Participation



Public Participation Policy

The meetings of the Cabarrus County Board of Commissioners are essential for the lawful and transparent transaction of important public business. The Board encourages members of the public to attend its meetings. The Board of Commissioners also welcomes the public to participate in comment periods provided as part of its meetings. This Public Participation Policy is intended to ensure that such meetings are conducted with fairness to all.

I. Maintenance of Order and Decorum

Members of the public must maintain the civility, decorum and respect for the functioning and dignity of the Board of Commissioners. Speakers must be respectful and observe proper decorum in their statements by refraining from vulgarity, obscenities, profanity, speaking in a tone or manner that threatens disruption, or other like breaches of respect.

As part of this requirement, speakers may not utter personal, *ad hominem* attacks towards board members, county employees or members of the public. Directing insults at individuals, rather than discussing substantive concerns of public interest regarding a person's conduct or qualifications, threatens the dignity and good order of meetings. Such comments are likely irrelevant and almost inevitably lead to a responsive defense or counterattack and thus to argumentation that has the real potential to disrupt the orderly conduct of the meeting.

II. Relevance

Speakers may not make clearly irrelevant comments because they threaten to disrupt the order and fair progress of public meetings. Comments offered during public hearings conducted for a specific purpose must be reasonably related to the subject-matter of the hearing. Speakers may not use comment periods for commercial advertisements, solicitations, or supporting or opposing a candidate for public office.

III. Comments About Minors

Speakers may not disclose personally identifiable information about minors, such as names, birthdays, addresses, or pictures, without permission from a minor's parent or legal guardian.

IV. Time Allotment

In general, public comments are limited to three minutes per speaker. However, the Presiding Officer may establish another time limit prior to the public comment period based on the number of speakers and the agenda. The Presiding Officer may provide individuals with minor time extensions to allow them to finish their thought. Speakers may not yield their time to another person.

V. Registration and Prioritization of Speakers

Persons seeking to speak must identify themselves by filling out and returning an information card provided by the Clerk. If the time allotted for public comments is insufficient for the number of speakers, the Presiding Officer may prioritize speakers that reside, work, or pay taxes in Cabarrus County. Additionally, the Presiding Officer may ask members of organizations supporting or opposing a position to appoint a spokesperson.

VI. Viewpoint Neutrality

This Policy is intended to establish reasonable time, place, and manner restrictions in accordance with state and federal law. It shall not be construed or applied so as to discriminate against a speaker based on the substantive content of their speech.

VII. Enforcement

The Presiding Officer is responsible for enforcement of this policy. The Presiding Officer may do so, where appropriate, by warning a person that they are violating this policy, temporarily prohibiting the person from presenting to the Board, or directing the person to leave a meeting. The Presiding Officer may request the assistance of law enforcement officers to enforce this policy.

Pursuant to N.C.G.S. 143-318.17, a person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor.

VIII. Authority

This policy is authorized under N.C.G.S. 153A-52 and 153A-52.1, which authorizes the Board of Commissioners to adopt reasonable rules governing the conduct of public comment periods and public hearings.

ADOPTED this _th day of **Month**, 2022.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Library - Budget Amendment

BRIEF SUMMARY:

The Concord Friends of the Library have donated \$3,000 to purchase a new seating booth in the Concord Library teen area. This will allow youth to have outlets for computers and other technological equipment.

REQUESTED ACTION:

Motion to adopt the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Emery Ortiz, Library Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Budget Amendment

Budget Revision/Amendment Request

Date: 5/16/2022

Amount: 3,000.00

Dept. Head: Emery Ortiz

Department: Library System

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

The Concord Friends of the Library have donated \$3,000 to purchase a new booth in the Concord Library teen area. This will allow youth to have outlets for computers and other technological equipment.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	8240 6805	Contributions and Private Donations	3,000.00	3,000.00		6,000.00
001	9	8240 9331	Minor Office Equipment and Furniture	10,000.00	3,000.00		13,000.00
							0.00
							0.00
							0.00
							0.00
							0.00
							0.00

Total 0.00

Budget Officer

☐ Approved

☐ Denied

Signature

Date

County Manager

☐ Approved

☐ Denied

Signature

Date

Board of Commissioners

☐ Approved

☐ Denied

Signature

Date

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Recycling / Waste Reduction - Renewal of Existing Contract with Ecoflo, Inc.

BRIEF SUMMARY:

The County has an existing contract with Ecoflo, Inc. to manage the Household Hazardous Waste collection events and manifest, transport and properly dispose waste received from Cabarrus County residents. The County has the option, at its sole discretion, to renew it annually thereafter twice. The County does wish to execute the first of the two renewal options.

REQUESTED ACTION:

Motion to approve the renewal of the existing agreement between Cabarrus County and Ecoflo, Inc. and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revision by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kevin Grant, Environmental Management Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▯ Ecoflo Agreement
- ▯ Renewal Letter

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

HOUSEHOLD HAZARDOUS WASTE
COLLECTION AGREEMENT

This HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT ("Agreement") is entered into effective July 1, 2019 ("Contract Date") by and between CABARRUS COUNTY ("County") and ECOFLO, INC., a Maryland corporation ("ECOFLO").

PREMISES

1. The County desires to operate a Household Hazardous Waste Facility to provide a convenient place where citizens of the County can dispose of household hazardous waste.
2. The County desires to hire a professional contractor knowledgeable and experienced in operating waste collection centers.
3. ECOFLO represents to the County that it is staffed with personnel knowledgeable and experienced in operating such waste collection centers.

In consideration of the foregoing Premises and the Terms contained below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

TERMS

1. DEFINITIONS.
 - a) Acceptable Waste. The following are Acceptable Waste:
 - (i) Household cleaners, drain openers, toilet bowl cleaners, oven cleaners, disinfectants, pine cleaners;
 - (ii) Paint products – latex and oil-based paints, solvents, thinners, shellacs, varnishes, wood preservatives, sealers;
 - (iii) Automotive Products – lead acid batteries, used motor oil, anti-freeze, brake fluid, transmission fluid, auto starter fluid;
 - (iv) Poisons – pesticides, weed killers, insecticides, and other poisons;
 - (v) Miscellaneous – acids, bases, kerosene, household batteries, photographic chemicals, pool chemicals, mercury-containing light bulbs, lead contaminated materials, dioxin associated wastes; and

- (vi) Any waste which is not an Unacceptable Waste, and not listed above, which the County and ECOFLO determine that ECOFLO has the capacity to accept in accordance with all North Carolina and federal statutes and regulations.
- b) Agreement Term. The period from the Contract Date through June 30, 2022, and any renewal periods.
 - c) County Fiscal Year. July 1 through June 30.
 - d) Area Manager of Operations. The Area Manager of Operations for Cabarrus County.
 - e) Household Hazardous Waste ("HHW") Facility. The "Facility" established by the County at 246 General Services Drive, Concord, North Carolina for the purpose of collecting Acceptable Waste, including the Storage Building provided by the County, and such materials and equipment as are necessary to handle, containerize, label, load and transport Acceptable Waste from the HHW Facility in a manner conforming to North Carolina and federal laws and regulations.
 - f) Generator. ECOFLO shall be deemed to be the Waste Generator as defined under the federal Resource Conservation Recovery Act, of all Waste accepted by ECOFLO at the HHW Facility.
 - g) Recognized Holidays. Those holidays recognized by the County as holidays for its employees working at the HHW Facility. At present these are: New Year's Day, Martin Luther King, Jr.'s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.
 - h) Services. Materials, labor, services and/or supplies ECOFLO is required to provide pursuant to this Agreement and all of ECOFLO's duties to the County that arise from this Agreement or by law.
 - i) Service Area. Cabarrus County.
 - j) Storage Building. The storage building at the HHW Facility and any improvements or additions to the Storage Building, all of which belong to the County.
 - k) Technician. An employee of ECOFLO who is properly trained in the identification and management of Waste.

- l) Unacceptable Waste. Biologically active or infectious waste, explosives, radioactive waste, and materials which ECOFLO is unable to identify.
- m) Uncontrollable Circumstance. ECOFLO's obligation to handle any Waste pursuant to this Agreement may be suspended by ECOFLO in the event of: (i) act of god, war, riot, fire, explosion, accident, flood, sabotage; (ii) unavailability of adequate fuel or power; (iii) laws, regulations, orders, or actions that are enacted subsequent to the execution of this Agreement and conflict with ECOFLO's reasonable ability to perform hereunder; (iv) national defense requirement; (v) labor strike, lockout or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment) which prevents the delivery, transportation, acceptance, treatment, incineration, or disposal of the waste; and (vi) any other event beyond the reasonable control of ECOFLO that impairs ECOFLO's ability to perform under this Agreement.
- n) Waste. Acceptable Waste, Unacceptable Waste, and any other substance or material which ECOFLO accepts at the HHW Facility.

2. AGREEMENT TERM, EVENTS OF DEFAULT AND TERMINATION

(a) Agreement Term. The term of this Agreement shall extend for a period of thirty-six (36) months from the Agreement Date, i.e. from July 1, 2019 through June 30, 2022. The County shall have the option, at its sole discretion, to renew it annually thereafter twice by giving ECOFLO sixty (60) days advance written notice prior to the then termination date.

(b) Event of Default. Each of the following shall constitute an Event of Default by ECOFLO:

(i) Unjustified failure of ECOFLO to accept delivery of Acceptable Waste in accordance with the terms of this Agreement.

(ii) Unjustified failure of ECOFLO to remove Waste from the HHW Facility in accordance with the terms of this Agreement.

(iii) Unjustified failure of ECOFLO to properly recycle, treat or dispose of Waste in accordance with the terms of this Agreement.

(iv) Failure by ECOFLO to maintain the insurance required by this Agreement.

(v) Failure by ECOFLO to take timely corrective action after discovering or otherwise being informed of a violation of law, ordinance or regulation.

(vi) Subcontracting any duty specified by this Agreement without the express written consent of the County.

(vii) ECOFLO becoming insolvent, or admitting in writing its inability to pay its debts as they mature, or making an assignment for the benefit of creditors, or applying for or consenting to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee otherwise being appointed; ECOFLO failing to promptly lift or suspend any execution, garnishment or attachment of such consequence as will impair the ability of ECOFLO to complete its obligations under this Agreement or to carry on its operations; bankruptcy, insolvency, reorganization or liquidation proceedings, or other proceedings for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against ECOFLO (provided however, that if such proceedings shall be commenced without the application or consent of ECOFLO, ECOFLO shall have a period of sixty (60) days from the commencement of such proceedings to have such proceedings dismissed); or the dissolution or liquidation of ECOFLO in whole or in part.

(viii) Failure of ECOFLO to observe and perform any other term, covenant or agreement contained in this Agreement within fifteen (15) days after receipt of written notice to ECOFLO specifying the nature of such and requesting that it be remedied.

(c) Termination of Agreement. In addition to its right to recover damages, the County shall have the right to terminate this Agreement for any Event of Default by sending ECOFLO written notice of termination. The effective date of termination of this Agreement shall be as specified in the written notice. Either party may terminate this Agreement upon ninety (90) days prior written notice to the other, without cause. In the event of such termination, any work in progress will continue to completion unless specified otherwise in the notice of termination. The County shall pay for any such work in progress that is completed by ECOFLO and accepted by the County.

3. ECOFLO'S OBLIGATIONS

(a) Services and Scope. ECOFLO shall perform the following services in a good and professional manner for the prices set forth in the attached Exhibit A. Any conflict between the terms of this Agreement and the

terms of the Technical Proposal will be governed by the terms of this Agreement. Any amendments, corrections or change orders by either party must be in writing and signed by both parties. The County reserves the right to refuse payment for any work outside that specifically authorized in this Agreement or beyond that contained in a duly approved amendment or change order.

(b) Hours of Operation. ECOFLO will have Technicians present to staff the HHW Facility during all hours that the County operates the HHW Facility or as the Area Manager of Operations may modify in writing.

(c) Operational Plan. The HHW Facility will be opened by ECOFLO's Technicians after setting up for the day's activity. To assure opening on time, the Technicians will arrive early enough to complete all preparations for the day prior to the established opening time. The HHW Facility will be closed when the last resident is served who arrives through the entrance gate to the HHW Facility while it is open for business. All Waste received during the day will be moved inside the Storage Building or other designated storage areas.

To prevent unauthorized participation in the County's Household Hazardous Waste Collection Program, all participants will complete and sign a HHW Collection Participant Certification furnished by the County certifying that they are residents of the Service Area. Only Acceptable Waste from households located in the Service Area will be accepted at the HHW Facility. All small quantity generators, conditionally exempt small quantity generators, and large quantity generators will be referred to an ECOFLO representative for commercial accounts and will not be served at the HHW Facility unless the Area Manager of Operations specifically authorizes in writing that any such categories of generators be served.

Signs will be posted directing residents to the unloading points where Technicians will remove the Acceptable Waste from the residents' automobiles. The Acceptable Waste will be placed in designated work areas where it will be identified, properly labeled and packaged for routine storage and shipment for recycling, treatment or disposal. The Technicians will also administer any survey requirements requested by the County to each resident before his or her departure.

At the time of unloading, ECOFLO's Technicians will screen all materials for identification and acceptability. Professional observations conducted by ECOFLO's Technicians of the material label, type of container and physical characteristics, along with donor comments and responses to the Technicians' questions, will provide the data necessary to support classification of the Waste. Unknowns will be identified by ECOFLO's chemists using available technology. The Technician and/or the Facility

management staff will be available to answer any questions the resident may have. In the event that any resident brings Waste to the facility that ECOFLO feels may be unknown or otherwise Unacceptable, ECOFLO will contact the Area Manager of Operations (or his authorized representative) to determine if ECOFLO should accept the Waste from the resident. If so directed by the County, ECOFLO will collect the Waste and make every effort under this Agreement to identify, accept, handle and process such Waste. In the event that such Waste is determined to be either Unacceptable or otherwise inappropriate for handling by ECOFLO, ECOFLO will inform the County as to the existence of such Waste. The County shall be solely responsible for handling (including but not limited to characterizing, storing, transporting, disposing of and treating) such Waste. Conversely, in the event that ECOFLO should accept such Waste without the prior notification and/or approval by the County, then it shall be ECOFLO's duty and responsibility to handle (including but not limited to characterizing, storing, transporting, disposing of and treating) such Waste at no additional cost to the County above and beyond the current Agreement year's established pricing. All appropriate emergency response agencies, the Area Manager of Operations and ECOFLO will meet to discuss the communications necessary to operate a safe program before start-up, and periodically during the term of this Agreement.

After Waste items are identified and properly labeled, they will be sorted into categories and will be stored within the Storage Building or other designated area according to their classification and compatibility with other chemicals. Storage areas within the HHW Facility will be diked to prevent the migration of any accidental spills. All material will be packaged and labeled according to the EPA and DOT requirements, with the contents of lab packs itemized on a Container Content Sheet.

Waste received by ECOFLO that is considered non-regulated will be segregated and recycled, treated, or disposed of accordingly.

(d) Waste Minimization and Recycling Plan

(i) ECOFLO understands that one of the primary purposes of collecting Acceptable Waste on a continuous basis is to remove as much of such material as possible from the waste stream prior to disposal. To that end, ECOFLO will evaluate the Acceptable Waste received from residents and determine the merit-worthiness first of reusing the Acceptable Waste, second of recycling the Acceptable Waste, third of blending the Acceptable Waste into a fuel value liquid for use in the firing of a cement kiln (for manufacture of cement), fourth of its treatment potential (i.e. incineration, waste water treatment), and lastly its disposal at a secure landfill. ECOFLO will regularly search for other

opportunities to recycle Acceptable Waste and utilize these alternatives as long as they are determined to be acceptable by the County and ECOFLO beforehand.

(ii) Acceptable Waste that is received at the HHW Facility will first be sorted into the following HHW categories: household cleaners, paint products, automotive products, poisons, and miscellaneous items. Within each Acceptable Waste category, materials will then be sorted into recyclable and non-recyclable groups. Each group will then be packaged for shipment in compliance with EPA and DOT requirements. Packaging and empty containers resulting from bulking certain Acceptable Waste will also be sorted into recyclable and non-recyclable groups and treated accordingly. The objective of the sorting protocol is to remove as much Acceptable Waste from the waste stream as possible based on the waste management hierarchy discussed previously.

(iii) Site Safety and Emergency Preparedness Plan. ECOFLO shall be responsible for providing safety equipment necessary for the operation of the HHW Facility and shall inspect the HHW Facility each operating day to prevent, detect, and respond to any potential malfunctions, operator errors, deteriorations, or discharges before the threat of a hazard exists. Weekly inspections (conducted by County staff) shall also be conducted for certain safety and emergency response equipment (e.g. eye washes, safety showers, air packs, overpacks, etc.).

(e) Records. ECOFLO will maintain accurate audit-worthy records throughout the entire term of this Agreement. ECOFLO will provide a report to the County periodically, as determined by the Area Manager of Operations, that will include detailed tracking of each waste container from collection to delivery for recycling, treatment, or disposal. Included in the report will be all appropriate manifest and packaging inventories. ECOFLO will also provide the County with the results of any survey that the County wishes ECOFLO to administer to residents bringing Waste to the HHW Facility.

(f) Permits. Cabarrus County is the permit holder of the HHW Facility. ECOFLO will operate and maintain records necessary for full compliance with North Carolina Department of Environmental Quality permit requirements.

(g) Licenses. ECOFLO certifies that throughout the term of this Agreement it will have the following:

(a) Valid Environmental Protection Agency identification numbers of generation, transportation, and storage of hazardous and acutely hazardous waste; and

(b) Valid RCRA Part B permit to operate a treatment, storage and disposal facility; and

(c) A valid North Carolina permit for transportation of Hazardous Waste; and a valid North Carolina permit for operating a household hazardous waste collection center; and

(d) Any other permit required by federal, state or local law.

4. INDEMNIFICATION

(a) As used in this Agreement, the following terms shall have the following meanings. "Injury" means any injury or damage to, or death, destruction or contamination of, or any physical adverse effect on any person or property, including the parties' property and employees. "Injury" also means any fines or penalties imposed. "ECOFLO" and "County" include their respective directors, officers, employees, agents, representatives and subcontractors, except that the indemnitor hereunder shall be only the named party.

(b) ECOFLO will indemnify County for and from all losses, damages, penalties, fines, and claims, and expenses (including reasonable attorneys' fees) incurred as a result of Injury or as a result of the violation of or noncompliance with any law, which Injury, violation, or noncompliance arises directly out of or is directly caused by: (i) any failure by ECOFLO to provide the Services (as set forth herein) completely, properly, and in full compliance with all laws; or (ii) any negligent or willful act or omission by ECOFLO; or (iii) any breach by ECOFLO of this Agreement or any of its warranties; or (iv) the failure or inadequacy of equipment used by ECOFLO in performing the Services.

(c) County will indemnify ECOFLO for and from all losses, damages, penalties, fines, claims, and expenses (including reasonable attorneys' fees) incurred as a result of Injury or as a result of the violation of or noncompliance with any law, which Injury, violation, or noncompliance arises out of or is caused by: (i) any negligent or willful act or omission by County, or (ii) any breach by County of this Agreement or any of its warranties, or (iii) the failure or inadequacy of any equipment provided or used by County; or (iv) any noncompliance with the law.

(d) In the event any Injury, violation, or noncompliance is caused by actions or events within both Subsections (b) or (c) above, ECOFLO and

County shall be proportionately liable to each other and/or to any third person, in proportion to the parties' relative degrees of fault.

5. COMPLETE WORK WITHOUT EXTRA COST

Unless otherwise provided, the ECOFLO shall obtain and provide without additional cost to the County, all labor, materials, equipment, transportation, facilities, services, permits and licenses necessary to perform its Services.

6. COMPENSATION

The County shall pay ECOFLO for the Services as itemized in Exhibit A. Any additional services needed beyond regularly scheduled Services may require additional charges. The County shall not be obligated to pay ECOFLO any payments, fees, expenses, or compensation other than those authorized by this Section, Exhibit A or authorized by a duly approved amendment or change order.

For satisfactorily providing all Services required by this Agreement, ECOFLO shall receive payments as set forth in Exhibit A, payable on a monthly basis, for a total estimated amount of \$102,500 over a 12 month period. This cost could fluctuate depending on the quantity of Waste collected and the hours of collection times. The rates shall stay consistent with the rates presented in Exhibit A. Invoices shall be due and payable within thirty days after the date of the invoice. Balances unpaid more than thirty days after the date of the invoice shall be subject to a finance charge of 1½ % per month (18% per annum), plus reasonable collection costs, including attorneys' fees. The price(s) stated in Exhibit A shall include all taxes, tariffs, fees, or other charges imposed by law on the Waste or the Services to the extent established or reasonably capable of being predicted prior to the date of the bid. The County shall be directly liable for any other taxes, tariffs, fees, or other charges imposed on the Waste or the Services by law. If County fails to pay the same, ECOFLO may pay same on County's behalf and County shall reimburse ECOFLO therefore, plus interests.

7. INSURANCE

ECOFLO shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$100,000 bodily injury by each accident, \$100,000 bodily injury by disease per employee, \$500,000 bodily injury by disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
c) Automobile Liability	\$1,000,000 per occurrence
d) Umbrella	\$1,000,000 per occurrence/\$2,000,000 aggregate

ECOFLO shall provide the County with a Certificate of Insurance for review prior to the execution of this Agreement. All Certificates of Insurance will require thirty (30) days written notice by the insurer or ECOFLO's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, ECOFLO shall provide to the County immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of ECOFLO to provide such notice, ECOFLO assumes sole responsibility for all losses incurred by the County for which insurance would have provided coverage. ECOFLO agrees to maintain the insurance coverage indicated above for the term of this Agreement and any subsequent renewal periods.

The County shall be named as an additional insured and it is required that coverage be placed with "A" rated insurance companies acceptable to the County. Failure to maintain the required insurance in force may be cause for Agreement termination. In the event that ECOFLO fails at any time to maintain and keep in force the required insurance, the County has the right to cancel and terminate this Agreement without notice.

8. NOTICE

All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, approved carrier, fax, or certified United States mail, return receipt

requested, addressed as follows: if to the County, to its Contract Administrator; if to Contractor to its billing address or main office address.

9. E-VERIFY

The Contractor shall comply with all requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall require any subcontractor utilized for this contract to also comply.

10. IRAN DIVESTMENT ACT CERTIFICATION

Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. Chapter 147, Article 6E. Contractor shall not utilize any subcontractor that is identified on the list.

11. MISCELLANEOUS

(a) Choice of Law or Forum. This Agreement shall be deemed made in Cabarrus County, North Carolina. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court.

(b) Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers of functions.

(d) Severability. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the County's written consent, ECOFLO shall not assign (which includes to delegate)

any of its rights (including the right to payment) or duties that arise out of this Agreement. Unless the County otherwise agrees in writing, ECOFLO and all assigns shall be subject to all of the County's defenses and shall be liable for all of ECOFLO's duties that arise from this Agreement and all of the County's claims that arise from this Agreement. Without granting to ECOFLO the right to assign, it is agreed that the duties of the ECOFLO that arise from this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Services, ECOFLO shall comply with all applicable law.

(g) EEO Provisions. During the performance of this Agreement, ECOFLO agrees as follows:

(i) ECOFLO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. ECOFLO shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. ECOFLO shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(ii) ECOFLO in all solicitations or advertisements for employees placed by or on behalf of ECOFLO, shall state qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or handicap.

(h) No Third Party Right Created. This Agreement is intended for the benefit of the County and ECOFLO and not any other person.

(i) Principles of Interpretation. In this Agreement, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities. This Agreement is deemed to be the product of negotiation and any ambiguity shall not be construed automatically against either party.

(j) Modifications, Entire Agreement. A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

IN WITNESS, the County and ECOFLO have caused this Agreement to be executed under seal by their respective duly authorized agents or officers.

CABARRUS COUNTY

By:  6-24-19

County Manager

ATTEST BY:

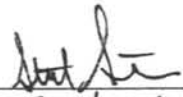

County Clerk
SEAL

ECOFLO

By: 

Title ECF + CFO

ATTEST BY:


Title Director, Env. Compliance + H&W Programs
SEAL

APPROVED BY COUNTY FINANCE OFFICER

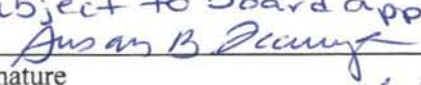
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Subject to Board approval of FY 21 & FY 22 Budgets

Signature 6-20-19

Exhibit A



Cabarrus County
2019 HHW Collection Event Pricing

Profile Code	Description	Unit	Unit Price
13HHW-006	Aerosols	Lb.	\$1.00
13HHW-007	Latex Paint in Cans	Lb.	\$0.28
13HHW-010	Lead Acid Batteries	Lb.	\$0.30
13HHW-011	Alkaline Batteries	Lb.	\$0.30
13HHW-012	NiCad Batteries	Lb.	\$1.35
13HHW-013	Lithium Batteries	Lb.	\$1.35
13HHW-015	Mixed Solvents	Lb.	\$0.20
13HHW-016	Propane (Grill Size)	Lb.	\$2.50
13HHW-017	Propane (Camp Size)	Lb.	\$3.75
13HHW-018	Metallic Mercury	Lb.	\$3.75
13HHW-019	Mercury Debris	Lb.	\$3.75
13HHW-023	Alkaline Cleaners	Lb.	\$1.20
13HHW-030	Acid Cleaners	Lb.	\$1.20
13HHW-032	Fluorescent Bulbs	Lb.	\$1.00
13HHW-033	Oil Filters	Lb.	\$0.95
13HHW-034	NH Solids and Liquids	Lb.	\$0.28
13HHW-036	Paint Related Materials	Lb.	\$0.60
13HHW-047	Fire Extinguishers	Lb.	\$0.20
13HHW-CYL	Cylinders*	Each	\$15.00
13HHW-EMP	Empties	Lb.	\$0.20
13HHW-LAB	Lab Pack	Lb.	\$2.00
Energy Surcharge (Currently @ 11%)			
Materials for packaging waste are included in Unit Prices above.			
*Cylinders assumed to be of the household variety. If not, subject to cost of disposal plus 20%.			
The Energy Surcharge is evaluated monthly, and adjusted as necessary to assist in recovering fees associated with fluctuations in fuel prices, insurance costs, disposal taxes/fees, etc. This surcharge is based on the National Fuel Index.			



December 15, 2021

Mr. Stuart Stapleton
Ecoflo, Inc.
2750 Patterson Street
Greensboro, NC 27407

Dear Mr. Stapleton,

In accordance with the contract dated July 1, 2019 by and between Cabarrus County and Ecoflo, Inc., Cabarrus County would like to extend this current agreement from July 1, 2022 through June 30, 2023.

Cabarrus County looks forward to our continued relationship and continues to be very satisfied with the level of service received by Ecoflo, Inc. Ecoflo's employees' dedication to provide safe and customer friendly service to the residents of Cabarrus County is greatly appreciated.

Regards,

Kevin Grant
Environmental Management Director
Cabarrus County

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Acceptance of Urban Areas Security Initiative (UASI) Grant

BRIEF SUMMARY:

Each year, grant funding through the Department of Homeland Security's Urban Security Initiative's (UASI) is given to high-density, high-threat, and highly populated areas and should be used to assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism.

In this year's grant. Cabarrus County applied for and received \$50,000 in grant funding which was allocated to assist with the purchase of a new Explosives Ordinance Robot for the Explosives Ordinance Team.

REQUESTED ACTION:

Motion to accept the grant award.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Approval of Sole Source and Purchase of Explosive Ordinance Robot

BRIEF SUMMARY:

In 2021, Cabarrus County Emergency Management and the Cabarrus County Sheriff's Office applied for UASI grant funding. UASI stands for Urban Areas Security Initiative and is Federal grant dollars administered in this area by Charlotte-Mecklenburg Emergency Management.

The UASI Program provides funding to address the unique planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism. Per the 9/11 Act, states are required to ensure that at least 25 percent (25%) of UASI appropriated funds are dedicated towards law enforcement terrorism prevention activities.

As part of this initiative, the Cabarrus County Sheriff's Office was awarded \$50,000 towards the purchase of a new explosives ordinance robot which will replace our current robot which is more than 20 years old and is no longer guaranteed by the manufacturer.

There is only one company that manufactures this type of specialty robot, that qualifies this company and purchase as a sole source provider. This type of purchase requires governing board approval due to the exception of normal purchasing procedures.

REQUESTED ACTION:

Motion to approve this sole source exception and allow the Sheriff's Office to purchase this device.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Deputy Chief, James Bailey

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Sole Source Quote



REMOTEK

Print Date: 3/21/2022

REV: D

QUOTE

Domestic

FROM:

Peraton, Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716
Attn: Eric Key eric.key@peraton.com
Phone: (865) 318-3594
Fax: (865) 483-1426

TO:

Cabarrus County Sheriff's Office
Arin Price, Michael Kluttz
30 Corban Ave. SE
Concord, NC 28025
amprice@cabarruscounty.us,,mkluttz2012@cabarruscounty.us

Date: 3/17/2022

Terms: Net 30 Days

Delivery: Subject to Receipt of
Order (Estimated to be 240 days
after acceptance of order)

This pricing valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS Spartan Vehicle Assembly Includes: - Position Feedback with User Presets - Cameras - Surveillance color camera with white light and IR LED's and Pan / Tilt (Continuous pan) - Gripper palm camera - Front and rear drive cameras - Color arm camera - Accessory Interface Mount (includes adapter for legacy accessories) - Vehicle Battery Pack includes 9 BB2590 Batteries - Tool Kit - Pneumatic Wheel Kit	2463-0100	1	\$ 218,980	\$ 218,980
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)		1		
	6 Bay BB2590 Battery Charger Assembly (2 Included in Item 1)	CHGR-035	2		
	2 1/2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001	1		
	2 1/2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001		Get Separate Quote	
CONTROL SYSTEM					
<i>System requires OCU plus at least one Data Link for operation</i>					
2	Operator Control Unit Includes: - Ruggedized Laptop with Touchscreen - Docking Station -1 BB2590 Battery -Pelican Case	2463-8700-X	1	\$ 17,048	\$ 17,048
			1		
			1		
		BATTERY-BR-BB2590	1		
			1		
3	Andros Controller (Remotec Xbox)	2470-8080	1	\$ 3,028	\$ 3,028
4	Andros Switchbox	2463-8150		\$ 9,000	\$ -
DATA LINK OPTIONS					

5	Radio Control Assembly, (Includes case) (Requires video frequency prior to production)	2463-8440-X		\$ 38,023	\$ -
	Case for Radio	CASE-024			
6	Hybrid Radio Control Assembly (Includes case) (Requires video, audio and data frequencies prior to production)	C2456-8440-X	1	\$ 47,932	\$ 47,932
	Case for Radio	CASE-024	1		
7	Hybrid Radio Integration Hardware		1		\$ -
8	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes case)	C2455-8330		\$ 24,300	\$ -
	Case for Fiber	CASE-004			
9	Fiber Optic Integration Hardware				
10	Spare Spool of Fiber Optic Cable (1200 ft.)	D7050-8323		\$ 2,273	\$ -
AUDIO/VIDEO OPTIONS					
11	Camera Pan/Tilt Assembly (Can Be Used On Arm)	2463-5000	1	\$ 14,730	\$ 14,730
12	Camera Sighting Kit Assembly	2470-3825	1	\$ 901	\$ 901
13	Laser Assembly	2470-3820	2	\$ 345	\$ 690
14	Laser Filter Assembly	C7055-3830	1	\$ 885	\$ 885
15	Gripper Held Search Camera	B3875-5130		\$ 2,332	\$ -
16	Thermal Imager Kit	2463-5375	1	\$ 6,865	\$ 6,865
17	High Intensity Light Assembly (includes battery & charger)	2470-3845		\$ 1,585	\$ -
18	24" Touch LED Monitor	MONITOR-15		\$ 1,103	\$ -
TOOLS					
19	Receiver Grip Assy. (Gripper Block)	B2461-5850		\$ 239	\$ -
20	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	2470-3807	1	\$ 1,760	\$ 1,760
21	Contamination Smear Assembly (For swab sampling)	C7045-7600		\$ 1,102	\$ -
22	Dual Pan Disrupter Mount Assembly	2470-5220	1	\$ 1,136	\$ 1,136
23	PAN Disrupter	DISRUPTER-003**		\$ 3,843	\$ -
24	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		\$ 6,567	\$ -
25	PAN Disrupter, T3, Titanium	DISRUPTER-005**		\$ 5,040	\$ -
26	PAN Disrupter Electric Breech	BRCH-ELEC-KIT-PAN		\$ 4,108	\$ -
27	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130		\$ 1,911	\$ -
28	Shock Tube Initiator, Two Channel	INIT-2CH-FX		\$ 2,237	\$ -
29	Shock Tube Initiator, Four Channel	INIT-4CH-FX	1	\$ 3,175	\$ 3,175
30	37mm and 40 mm Breacher Mount Assembly	E7055-6090		\$ 3,604	\$ -
31	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**		\$ 5,735	\$ -
32	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		\$ 5,483	\$ -
33	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		\$ 4,516	\$ -
34	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		\$ 4,654	\$ -
35	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		\$ 3,201	\$ -
36	Electric Breach T3 Disrupter	BREACH-ELECT-T3		\$ 3,534	\$ -
37	Striker Mount Assembly	E7055-6095		\$ 3,784	\$ -
38	Striker 12 Shotgun	STRIKER12**		\$ 1,955	\$ -
39	Picatinny Rail Claw Assembly	D7045-2726	1	\$ 1,728	\$ 1,728
40	Picatinny Rail Cable Cutter Assembly	C7040-7030		\$ 473	\$ -
41	Circular Saw Assembly (Battery included)	7057-7070-1		\$ 2,014	\$ -
42	Reciprocating Saw Assembly (Battery included)	7057-7080-1		\$ 2,014	\$ -
43	Drill Assembly (Battery included)	7057-7040-1		\$ 2,332	\$ -

44	Charge Dropper	2470-3830		\$ 958	\$ -
45	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS		\$ 8,437	\$ -
46	Ideal Mini Gander	MINIGANDER		\$ 7,203	\$ -
47	Power Hawk Assembly	2470-7500		\$ 35,722	\$ -
48	Includes the following:				
49	- Power Hawk Unit	POWERHAWK-003			
50	- Power Hawk Kit				
51	- Case For Power Hawk	CASE-024			
52	Drawbar Package (Does NOT include receiver hitch)	C2461-7590		\$ 780	\$ -
53	Ideal Electric release HEADD Hitch (Requires Drawbar Package)	HITCH-001		\$ 2,055	\$ -
54	Receiver Hitch Kit	2463-XXXX	1	\$ 530	\$ 530
55	Water Disrupter Deployer Kit	C2461-7585		\$ 1,950	\$ -
56	Kinova Remote Robotic Manipulator	KRX52		\$ 61,427	\$ -
57	Kinova Integration Kit	2461-2500		\$ 3,480	\$ -
58					
59	Spare Parts Kit (per robot)	2463-0164		\$ 30,444	\$ -
60	Spare BB2590 Batteries for vehicle and OCU	BATTERY-BR-BB2590	11	\$ 748	\$ 8,228
61	Spartan Arm and Chassis Service Kit	2463-0153		\$ 1,056	\$ -
62	Second Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,500	\$ -
63	Third Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,500	\$ -
64	Fourth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,025	\$ -
65	Fifth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,025	\$ -
66	Sixth Year Extended Warranty Contract	MAINTENANCE-003		\$ 8,025	\$ -
67	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		\$ 27,945	\$ -
Subtotal					\$ 327,616
Subtotal (Total From Misc. Items) (See attachment if greater than 0)					\$ 12,668
NG & FREIGHT					
68	Customer Pick-up				
69	Packaging in Reusable Shipping Crate	CRATE-006		\$ 1,590	\$ -
70	Ship Items	FREIGHT		\$ 1,126	\$ -
Shipping & Handling Subtotal					\$ -
Other charges/discounts					\$ -
TOTAL Sale Price					\$ 340,284

** This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement

- 1.) Prices are based upon acceptance of Remotec's Terms and Conditions (attached). Any deviation from these conditions
- 2.) Pricing does not include any taxes, fees, or other related items unless specifically called out.
- 3.) Customer is responsible for all import and export taxes from origin to destination

NOTE: Acceptance of order may be delayed with negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

Business Management Approval EMAIL APPROVAL FROM STEPHANIE BAILEY	Contracts Approval <i>Cynthia Williams</i>
--	---

INC. - DOMESTIC

FROM: Peraton, Remotec, Inc.
 353 JD Yarnell Industrial Parkway
 Clinton, TN 37716
 Phone: (865) 318-3594
 Fax: (865) 483-1436
eric.key@peraton.com Eric Key
 Bellevue Police Department Patrol Section

TO: 450 110th Ave NE
 Bellevue, WA 98004
 Eric Steppe
esteppe@bellevuewa.gov
 425-766-5899

REMOTEC Reference No.

Date:

Terms: Net 30 Days

Prices are F.O.B. Origin
 Clinton, TN

Delivery: 240 days or less
 After Acceptance of Order
**(For Multi-Vehicle Orders
 Check With Sales Dept.)**

This pricing is valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
					\$ -
1	Powder Coating		1	\$ 12,668.00	\$ 12,668.00
2					\$ -
3					\$ -
4					\$ -
5					\$ -
6					\$ -
7					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

TOTAL COST

\$ 12,668.00

- (1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
- (2) Additional pricing available upon request for off-site training at customer's facility.
- (3) Please see REMOTEC's terms and conditions for details on our 1 year limited warranty.
 Extended Service contracts are available. Please see the Extended Service Tab for details of coverage.
- (4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached).
 Any deviation from these conditions may result in a price increase.
- (5) Remotec reserves the right to substitute the latest production part for items purchased. This may be equal or substantially better than the part shown as ordered.
- (6) Training included in Robotic unit purchases expire if unused one year from delivery date of the Robotic unit.
- (7) Multiunit sales will earn training classes based on the formula of one free class for every five units purchased (rounded up)

NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.



DOMESTIC SALES TERMS AND CONDITIONS

A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

D. CANCELLATION/TERMINATION

The Buyer may terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

I. PAYMENT TERMS

Domestic: Seller's payment terms are Net 30 days based on credit approval.

Seller may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in



DOMESTIC SALES TERMS AND CONDITIONS

place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with Domestic terms as stipulated herein.

International: All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. PRODUCT OPERATION

Buyer shall be solely responsible for the proper use of all products, shall comply with all applicable laws and regulations in its operations per Paragraph M above, shall strictly adhere to the instructions in all applicable operation and maintenance manuals, and shall properly train its operators in the safe use of all products.

R. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from each Party's respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.



Remotec
353 JD Yarnell Parkway
Clinton, TN 37716

April 4, 2022

To Whom It May Concern,

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the Andros F6B, FX Robot, HD-SEL, Spartan and Titus robotic system, Kinova Arm (US distributor) and all Upgrades and accessories. The following Andros FX robot parts are custom made for Peraton Remotec:

The Remotec ANDROS robots are in use by police departments, fire departments, first responders and organizations in 36 countries. Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation and the U.S. Secret Service.

All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 269-1130.

Sincerely,

Eric Key
Technical Sales Manager
Remotec, Inc
Office: 865-269-1130
Mobile: 865-318-3594



QUOTATION

Emergency Vehicles, Inc. (EVI)

Cabarrus County Sheriff's Office
Jason Yount
30 Corban Ave SE
Concord, NC 28025

Price \$473,944.00 FOB Lake Park, FL

Quote No: CABARRUS-0001
04/25/2022

Page 1

PART NO	QTY	DESCRIPTION
AG-02-0188	1	<p>== FREIGHTLINER M2 2-DOOR CHASSIS ==</p> <p>2023 FREIGHTLINER M2 2-DOOR, SINGLE AXLE CHASSIS 272 WB - 206" C/A</p> <p>CAB:</p> <ul style="list-style-type: none"> -- 2-Door Conventional -- 106" BBC (Bumper to Back of Cab) <p>GVWR:</p> <ul style="list-style-type: none"> -- 33,000 Pounds <p>WHEELBASE:</p> <ul style="list-style-type: none"> -- 272" <p>CAB-TO-AXLE:</p> <ul style="list-style-type: none"> -- 206" <p>FRAME:</p> <ul style="list-style-type: none"> -- 100" Frame Overhang (AF) -- Steel Channel 11/32" x 3-1/2" x 10-15/16", 120KSI -- Rated for 33,000 Pounds -- 1/4" Inner Frame Reinforcement <p>FRONT BUMPER:</p> <ul style="list-style-type: none"> -- Three-Piece 14" Chromed Steel with Collapsible Ends -- (2) Frame-Mounted Front Tow Hooks <p>FRONT AXLE:</p> <ul style="list-style-type: none"> -- 12,000 Pound Rating Front Oil Seals -- Bonded Rubber Spring Pin Bushings -- 16.5x5 Q+ Cast Spider Cam Front Brakes, Double Anchor, Fabricated Shoes -- Fire and Emergency Severe Service, Non-Asbestos Front Lining -- Cast Iron Front Brake Drums -- Automatic Front Slack Adjusters -- Synthetic 75W-90 Front Axle Lube <p>REAR AXLE:</p> <ul style="list-style-type: none"> -- 21,000 Pound Rating, R-Series Single Axle -- Gear Ratio For 75 MPH Top Speed -- 16.5X7 Q+ Cast Spider Cam Rear Brakes, Double Anchor, Fabricated Shoes -- Fire and Emergency Severe Service Non-Asbestos Rear Brake Lining -- Rear Oil Seals -- Automatic Rear Slack Adjusters -- Synthetic 75W-90 Rear Axle Lube <p>REAR SUSPENSION:</p> <ul style="list-style-type: none"> -- 21,000# 52" Variable Rate Multi-Leaf Spring Suspension With Leaf Spring Helper <p>SHOCKS:</p> <ul style="list-style-type: none"> -- Heavy Duty Front <p>STEERING:</p> <ul style="list-style-type: none"> -- Power Hydraulic Assist -- Four Spoke 18" Steering Wheel -- Adjustable Tilt/Telescoping Steering Column <p>BRAKES:</p> <ul style="list-style-type: none"> -- Anti-Lock Braking System with Traction Control -- Full Air Cam Type Dual System -- Cummins 18.7 CFM Air Compressor -- (2) Steel Air Brake Reservoirs

PART NO	QTY	DESCRIPTION
		-- BW DV-2 Drain Valves -- Automatic Slack Adjusters -- Wabco 1200 Heated Air Dryer -- Petcock Drain Valves on all Air Tanks PARKING BRAKE: -- MGM TR Parking Chambers (Axle Cam) ENGINE: -- Cummins L9 Turbo Diesel -- 360 Horsepower @ 2000 RPM -- 1150 Lb/Ft @ 1300 RPM -- Cummins Exhaust Brake Integral w/Variable Geometry Turbo w/Tail Light Activation -- Cummins Full Flow / Bypass Oil Filter -- Engine Speed Control (Set @ 1400 RPM) -- Heavy Duty Engine Cooling -- Coolant Recovery System -- Horton Drive Master On/Off Fan Drive -- Automatic Fan Control without Dash Switch -- Air Intake EXHAUST: -- RH Horizontal Muffler/Exhaust, LH Side Exit - Ahead of Rear Wheels -- Engine After Treatment Device -- Automatic Over the Road Regeneration -- Dash Mounted Regeneration Request Switch -- 6-Gallon Diesel Exhaust Fluid Tank, Mounted Next to Fuel Tank on Drivers Side -- Polished Aluminum Diamond Plate Diesel Exhaust Fluid Tank Cover -- DEF Fluid Only Label TRANSMISSION: -- Allison 3000EVS 6-Speed Automatic w/Auto Neutral -- Push Button Electric Shift Control - Dash Mounted -- Vehicle Interface Wiring and PDM -- Body Builder Connector - Back of Cab -- PTO Provisions -- Transmission Oil Check and Fill with Electronic Oil Level Check -- Synthetic Transmission Fluid (TES-295 Compliant) DRIVE SHAFT: -- Spicer Heavy Duty Tubular FUEL TANK: -- 50-Gallon Capacity Short Rectangular (Aluminum) - LH Side -- Ultra Low Sulphur Diesel Fuel Only Label -- Polished Fuel Tank -- Fuel Tank Forward -- Polished Stainless Steel Step Finish -- High Temperature Reinforced Nylon Fuel Lines -- Aux. Fuel Pick Up and Return - LH Tank -- Heated Fuel/Water Separator with Primer Pump ELECTRICAL SYSTEM: -- Delco 12V Starter with Integrated Magnetic Switch -- Engine Warning System Buzzer and Light -- Warning Alarms: Low Oil Low Water High Water Temperature -- Tail Light Connector - Back of Cab -- 87 dB to 112 dB Automatic Self-Adjusting Backup Alarm ALTERNATOR: -- 275 Amp 40-SI QuadraMount Pad Alternator w/Remote Battery Voltage Sensor BATTERIES: -- (2) Group 31, 12-Volt Maintenance-Free 2000 CCA (Total) -- Single Battery Box LH - Frame Mounted Under Cab HORNS: -- Dual Electric -- Hood Mounted Dual Stuttertone Air Horns w/Driver and Officer Foot Switch HOOD: -- 1-Piece Moulded Fiberglass

PART NO	QTY	DESCRIPTION
		-- Tilting Hood and Fenders -- Chrome Front Grille -- Non-Removable Bug Screen Mounted Behind Grille CAB GLASS: -- Tinted Safety Glass - All Windows -- Omit Rear Cab Windows MIRRORS: -- 7" X 16" Stainless Steel/Heated -- LH/RH Remote Control -- 102" Wide Mirror Spacing -- 8" LH/RH Bright Finish Convex -- RH Down View Mirror GAUGES: -- Driver and Center Instrument Panel -- Tachometer with Hourmeter -- Speedometer -- Odometer -- Fuel Level -- Voltmeter -- Transmission Temperature Gauge -- Engine Coolant Temperature -- Engine ECM Customer Access -- Dual Air Pressure -- Air Restriction Indicator WIPERS: -- Electric Wipers and Washers -- Intermittent Wiper Switch PAINT COLOR: -- White - Premium #L0006EY -- Base Coat/Clear Coat ENVIRONMENTAL: -- Cab Air Conditioning -- Heavy Duty Heater -- Windshield Defroster CAB SEATING: -- Premium High Back Air Suspension Driver Seat With 3 Chamber Air Lumbar, Integrated Cushion Extension, Forward and Rear Cushion Tilt, Adjustable Shock Absorber -- Premium High Back Air Suspension Passenger Seat With 3 Chamber Air Lumbar, Integrated Cushion Extension, Forward and Rear Cushion Tilt, Adjustable Shock Absorber -- Dual Driver and Passenger Seat Armrests -- 3-Point High Visibility Orange Retractor Type Seat Belts CAB TRIM/COLOR: -- Custom Interior Opal Gray Vinyl -- Black Floor Mats with Insulation TIRES: -- Michelin; 11R22.5; 14-Ply -- (2) Front Highway Tread XZE2 -- (4) Rear Traction Tread XDN2 WHEELS: -- Accuride 42644 Accu-Lite 22.5X8.25 10-Hub Pilot Aluminum Front Wheels -- Accuride 42644 Accu-Lite 22.5X8.25 10-Hub Pilot Aluminum Rear Wheels MISCELLANEOUS: -- LH/RH NFPA Exterior Grab Handles -- Leaf Spring Rear Cab Suspension -- AM/FM/WB Radio with Bluetooth and Front Auxiliary Input -- (2) Radio Speakers in Cab -- Self-Canceling Turn Signal Switch with Dimmer -- Integral Headlight Beam 4-way Flasher -- Day Time Running Lights -- Cigarette Lighter -- Dual Interior Sun Visors

PART NO	QTY	DESCRIPTION
		-- LED Head Light Assembly -- Wiring with Separate Stop/Turn Wires to 4-Feet Beyond End of Frame -- 12-Volt Power Source - Dash -- Forward Roof Mounted Console with Upper Storage Compartment -- (2) Cup Holders - LH/RH Dash -- Power Windows and Door Locks -- (1) Owner's Manual Booklet
	1	25-FT BOMB/EOD UNIT
BA-00-0000	1	CHASSIS PREPARATION - GENERAL 04.15.22
BB-00-0000	1	CHASSIS FRAME RAIL PREPARATION
BB-00-2000	1	DROP REAR FRAME OF CHASSIS
BF-05-0500	1	REAR STEP AND BUMPER ASSEMBLY -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
BG-00-1000	1	PAIR REAR BLACK RUBBER WHEEL MUD FLAPS
BH-06-0500	1	SET CHROME HUBS & NUTS W/ AIR INFLATION & WRENCH KIT - 19.5" MED/ 22.5" HVY DUTY
BI-00-0100	1	HEAVY DUTY TRAILER HITCH Rating: -- 10,000 lbs. towing capacity (1,000 lb. tongue weight) -- Includes safety chain loops and removable cover
BI-05-0500	1	ELECTRIC BRAKE CONTROLLER
BI-10-0500	1	PAIR "ON-SPOT" TIRE CHAINS - REAR WHEELS
C0-01-0000	1	ALL ALUMINUM MODULAR BODY
CA-25-BOMB	1	MODULE BODY PACKAGE; 25-FT BOMB/EOD
CB-10-3000	1	-- MODULE BODY LENGTH - 301" O.D.
CB-20-9201	1	-- MODULE BODY WIDTH - 100" O.D.
CB-35-7200	1	-- MODULE BODY HEADROOM (WALK-IN) - 80"
CB-40-1000	1	-- MODULE FRONT WALL - SMOOTH PAINTED
CB-75-0000	1	-- SET STONE GUARDS
CB-50-0000	1	-- DIAMOND PLATE MODULE ROOF
CB-59-9999	1	-- EXTERIOR SHEETING
CB-60-0000	1	-- EXTERIOR SHEETING - 1/8" THICKNESS
CB-70-0000	1	-- SET ROUNDED BODY VERTICAL CORNERS
CB-80-0000	1	-- DRIP RAIL PACKAGE
CC-50-0500	1	-- PAIR PAINTED EXTERIOR WHEELWELL PANELS
CC-60-0000	1	-- REAR DIAMOND PLATE KICK PANEL -- Lower 6" of body
CC-00-3501	1	SIDE ENTRY DOOR(S) WITH #400 LATCH
CC-00-5600	1	-- ENTRY DOOR PADDLE HANDLE STAINLESS STEEL (S)
CE-01-022A	1	-- 18"W X 22"H ENTRY DOOR SLIDING WINDOW(S)
CC-05-0006	1	MODULE ENTRY DOOR GRAB RAIL(S) KNURLED ONE-PIECE - STAINLESS STEEL Location: -- On interior of side entry door -- To be V-shaped
CC-20-1000	1	STEPWELL(S) -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
CC-20-1500	1	STEPWELL WITH INTERMEDIATE STEP -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements

PART NO	QTY	DESCRIPTION
CC-60-0200	1	LICENSE PLATE HOUSING W/ LED LIGHT
CC-71-0100	1	LOWER BODY RUB RAILS - "C" CHANNEL
CC-90-0051	1	PAIR 51" SS REAR WHEEL FENDERETTES
CD-40-K01M	2	KNURLED GRAB RAIL(S) - MEDIUM Location: -- One (1) on exterior of body by side entry door -- One (1) on interior of body by step well for side entry door
CD-60-0103	1	MANUAL PULL-OUT/DROP-DOWN STEP - SIDE ENTRY -- To include deployed indicator light in cab
CF-30-0000	1	CUSTOM ALUMINUM ROOF ACCESS LADDER
CF-90-0060	1	CAREFREE ECLIPSE ELECTRIC VINYL AWNING 12V UP TO 21-FT Canvas Color: -- To be determined Location: -- Curbside of body
CF-90-01LP	1	CAREFREE ECLIPSE LED LIGHT OPTION FOR AWNING Note: -- To be switched from switch panel by side entry door / awning controls
CG-70-1000	2	ZICO #SAC-44-E COLLAPSIBLE WHEEL CHOC(S)
CG-70-1100	2	-- ZICO #SQCH-44-H HORIZONTAL FOLDING CHOC HOLDER(S)
CJ-00-0100	1	BODY INSTALLATION
DA-40-000A	4	1/8" EXTERIOR COMPARTMENTS - DIAMOND PLATE Compartment Floors: -- 3/16" (.188") thick brushed aluminum
DA-40-0012	2	-- 1/8" EXTERIOR COMPARTMENTS (LG) - DIAMOND PLATE Location: -- Compartments #2 and #3
DA-40-0014	2	-- 1/8" EXTERIOR COMPARTMENTS (XL) - DIAMOND PLATE Location: -- Compartments #1 and #4
DA-71-020L	1	DOUBLE COMPARTMENT DOOR(S) - LOCKING Location: -- Compartment #2 - Generator compartment
DA-73-0500	2	-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DA-71-032L	2	DROP-DOWN COMPARTMENT DOOR(S) - LOCKING Location: -- Compartments #1 and #4 Note: -- Compartment #4 shall have heavy duty cables to be able to be sat on
DA-73-0500	2	-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DA-71-036L	1	LIFT-UP/DROP-DOWN COMPARTMENT DOOR(S) - LOCKING Location: -- Compartment #3 -- exterior TV/workstation compartment

PART NO	QTY	DESCRIPTION
		Note: -- Drop-down door interior to be a smooth writing surface with a 1/2" lip on outer front edge for retention
DA-73-0500	2	-- COMPARTMENT DOOR PADDLE HANDLE STAINLESS STEEL(S)
DA-72-0001	2	ALUMINUM DOOR MANUFACTURER - ROBINSON
DA-72-2LAL	2	ALUMINUM "ANODIZED" ROLL-UP COMPARTMENT DOOR(S) - LOCKING (LRG)
		Location: -- Streetside and curbside side ramp entrances
		Note: -- Both to have second door stop on lower section so door can be closed with ramps deployed
DA-97-1000	2	COMPARTMENT MODIFICATION - REAR SUSPENSION
		Location: -- Compartments #2 and #3
DB-54-0000	2	4" DIAMETER COMPARTMENT VENT(S)
		Location: -- One (1) in compartments #1 and #4
DB-55-1000	7	TURTLE TILE COVERING FOR COMPARTMENT FLOORS
		Color: -- Black -- Includes interior cabinets
DB-55-1100	1	TURTLE TILE COVERING FOR COMPARTMENT SHELVES/TRAYS
		Color: -- Black -- Interior shelves
DB-55-1101	11	-- REGULAR UP TO 25" DEEP
DB-61-2002	2	PATCH BLOCK COMPARTMENT W/ CAST DOOR #EB0010-1-A WEATHERPROOF SOUTHCO LATCH
		Location: -- One (1) each side of the truck -- Compartments will be used as a cable pass-thru
DC-20-0502	1	STEEL SUPPORT - GENERATOR
DE-00-0000	2	LINK MFG. ALUMINUM BI-FOLD RAMP
		Location: -- Streetside and curbside rear interior of body
		Model #: -- LB20-30-108
DE-00-0010	2	-- LINK MFG. RAMP SPRING ASSIST W/WHEEL KIT
DE-00-0105	8	STAINLESS STEEL RECESSED ROBOT TIE DOWNS - 2,000 LB.
		Location: -- Rear interior floor
DG-00-0024	2	ROLL-OUT EQUIPMENT TRAY(S) - 24"
		Location: -- One (1) in compartment #1 - for aux. batteries -- One (1) on the floor of the front interior cabinet

PART NO	QTY	DESCRIPTION
		Type Slides: -- AccuRide - 400 lbs.
FA-02-0100	1	EXTERIOR MODULAR BODY PAINTED POLYURETHANE Color: -- White to match Freightliner cab Code: -- #L0006EY
FD-02-0100	1	BODY UNDERCOATING
FG-20-0001	1	SCOTCHLITE REFLECTIVE LETTERING PACKAGE Color: -- To be determined
FH-06-2000	2	CUSTOM BOMB CRAB EMBLEM(S)
FH-20-0015	3	INTERIOR CAB/CREW DOOR REFLECTIVE MATERIAL ON ALUMINUM PLATE
GA-CV-2000	1	INTERIOR PACKAGE: 25-FT EOD
GB-00-005A	1	-- MODULAR BODY POLYSTYRENE INSULATION
GB-10-005A	1	-- MODULAR BODY INSULATED ALUMINUM SUB-FLOOR
GB-10-026F	1	-- LONSEAL VINYL FINISH FLOOR - COIN DESIGN AND ALUMINUM DIAMOND PLATE -- The rear robot area will be aluminum diamond plate, the rest will be Lonseal -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements
GB-12-005I	1	-- AISLE WALLS - EMBOSSED FIBERGLASS REINFORCED PLASTIC (LIGHT GRAY)
GB-13-005A	1	-- UPPER INTERIOR WALLS - EMBOSSED FIBERGLASS REINFORCED PLASTIC (LIGHT GRAY)
GB-14-005A	1	-- INTERIOR DECK AREA - EMBOSSED FIBERGLASS REINFORCED PLASTIC (LIGHT GRAY)
GB-16-005A	1	-- INTERIOR CEILING - EMBOSSED FIBERGLASS REINFORCED PLASTIC (WHITE)
HB-02-1300	1	OVERHEAD HINGED RADIO CONSOLE(S) Location: -- To be determined
HB-02-1524	1	#MRK-2426LRD ELECTRONICS RACK ENCLOSURE - (24 SPACE) Fans and Mount Model #: -- MW-4QFT-FC Door Model #: - LVFD-24 (includes keylock) -- Includes spare panels to cover empty spaces -- Rack to slide out from its fixed position to allow side access to rack equipment Type Slides: -- AccuRide Manufacturing - 400 lbs.
HB-03-0205	3	HEAVY DUTY INTERIOR CABINET SHELF TRACKS Location: -- Three (3) streetside interior cabinets
HB-03-0305	7	3/16" (.188") ADJUSTABLE SHELVES FOR INTERIOR CABINET(S) Location: -- Two (2) in the front and rear cabinets/closets -- Three (3) in the middle streetside interior cabinets/closets

PART NO	QTY	DESCRIPTION
HB-03-0306	1	3/16" (.188") PERMANENT SHELVES FOR INTERIOR CABINET(S) Location: -- Floor mounted cabinet under the electronics rack
HB-03-0308	1	3/16" (.188") VERTICAL DIVIDER Location: -- In the center streetside cabinet/closet
HB-07-002M	2	OVERHEAD STORAGE CABINET(S) - ALUMINUM UP TO 48" WIDE Location: -- To be determined
HB-12-001S	1	SMALL STORAGE CABINET(S) - ALUMINUM Location: -- One (1) curbside interior, under the electronics rack
HB-12-003L	1	LARGE STORAGE CABINET(S) - ALUMINUM Location: -- One (1) streetside interior front
HB-22-001S	2	SMALL STORAGE CLOSET(S) - ALUMINUM Location: -- One (1) each side of the rear interior of body
HB-22-003L	3	LARGE STORAGE CLOSET(S) - ALUMINUM Location: -- One (1) curbside interior of body -- Two (2) streetside interior of body
HB-32-001S	2	FILE DRAWER(S) - ALUMINUM Location: -- Streetside interior, under the countertop
HB-33-0200	3	HEAVY DUTY LOCKING INTERIOR DRAWER(S) - ALUMINUM (UP TO 24") Location: -- Three (3) curbside rear interior of body
HC-04-001S	1	HINGED SOLID LOCKING DOOR(S) FOR CABINETS/CLOSETS - SM Location: -- One (1) for small cabinet under electronics rack
HC-06-003L	1	OPEN FINISH - NO DOOR FOR CABINETS/CLOSETS - LG Location: -- One (1) streetside large floor mounted cabinet
HC-09-001S	2	PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS - SM Location: -- Two (2) vertical closets at the rear of the truck

PART NO	QTY	DESCRIPTION
HC-09-002M	2	PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS - MED Location: -- For overhead cabinets - location: to be determined
HC-16-004X	3	NETTING FOR CABINETS/CLOSETS - XL Location: -- Three (3) interior cabinets/closets -- Netting will have an aluminum bar at the bottom to be able to roll the netting up from the bottom and hang on hooks at the top when open
HC-30-0100	5	SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HD-10-S10C	1	ONE-PERSON FLIP- DOWN BENCH WITHOUT SEAT BACK Location: -- At the back wall of the unit - in robot storage area
HF-12-0207	2	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (L) Location: -- To be determined
HF-12-0208	1	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (XL) Location: -- To be determined
HF-18-0010	1	EXTERIOR HINGED 18" X 18" DESK/SHELF FOR 35 LBS. ROBOT CONTROL ANTENNA Location: -- Rear of body -- To be flat 3/16" (.188") aluminum plate, painted Raptor white, to be 78" from ground level, to have No Cables, flips up with legs under it for support
HG-10-0210	2	OFFICE STAR SPACE #5560 TASK SWIVEL CHAIR(S) -- Includes a bungee harness or cablets to secure each chair while the vehicle is in transit
HG-17-001S	1	FOLD-DOWN TABLE Location: -- On the rear wall next to the flip-up bench - robot storage area
HG-17-0500	16	CORIAN COUNTER TOP UPGRADE - SQ FT
HG-17-SP01	2	3/4" STAINED BIRCH WOOD WITH RUBBER MATTING COUNTER TOP(S) Location: -- Above the slide-out drawers on the curbside interior and floor mounted cabinet on the streetside interior
HG-18-0200	1	"L" SHAPED COMMAND CENTER DESK - MODULE
HG-24-0002	2	CABLE PASS-THRU Location: -- Two (2) in front L-shaped desk -- To be 2-1/2" opening
HK-00-0025	3	LG 32" LED SMART HDTV MONITOR(S) Location: -- Three (3) wall mounted in front area of body

PART NO	QTY	DESCRIPTION
HK-00-0030	2	LG 43" LED SMART HDTV MONITOR(S) Location: -- One (1) wall mounted on rear wall in robot storage area -- One (1) wall mounted in compartment #3
HK-00-0255	5	PEERLESS #SF640P SMARTMOUNT UNIVERSAL FLAT WALL MOUNT 34" - 50" DISPLAY
HK-20-0010	1	AUDIO/VIDEO INTEGRATION AND PROGRAMMING SMALL COMMAND CENTER -- Fully functional and ready for operation at time of delivery
HK-31-0006	1	KRAMER #VS-88H2 HDMI 8 X 8 MATRIX SWITCHER - RACK MOUNTED
HN-00-00LP	1	INSTALL CUSTOMER SUPPLIED WI-FI NETWORK ROUTER + ANTENNA -- Including (1) exterior omni-directional antennas
HN-00-0210	1	WINEGARD #A3-2000 AIR 360 BROADCAST TV ANTENNA WHITE
HS-03-0010	1	AXIS #Q6215-LE HDTV 1080P PTZ 30X OPTICAL / 21X DIGITAL ZOOM CAMERA
HS-03-0105	1	-- AXIS #T8311 JOYSTICK CONTROLLER FOR PTZ CAMERA Plug in location: -- Front wall on interior of body
HS-03-0110	1	-- AXIS #T8705 VIDEO DECODER FOR PTZ CAMERA
HS-03-0120	1	-- AXIS #S3008 VIDEO RECORDER FOR PTZ CAMERA Location: -- Electronics rack -- NVR connected to Matrix switcher -- For PTZ camera system
HS-03-02LP	1	SURVEILLANCE MICRO SDXC CARD - 1TB
IA-05-2L00	1	12 VOLT ELECTRICAL SYSTEM
IA-06-1000	1	DRIVER'S CONSOLE - FLOOR MOUNT
IA-06-3000	1	SWITCH CONSOLE - MODULE
IA-06-9500	4	SOUTHCO #C2-32-25-3 KEYLOCK THUMB LATCH FOR CONSOLE DOOR(S) Locations: -- Module switch console doors
IA-10-0500	1	SWITCH LABEL PACKAGE
IA-10-1200	1	I.C.C. MARKER LIGHT/REFLECTOR PACKAGE - LED
IA-12-0560	1	WHELEN #60CREGCS RED/WHITE LED CAB DOME LIGHT(S) W/SWITCH
IA-12-0608	12	WHELEN #80CREHCR WHITE AND RED LED INTERIOR DOME LIGHT(S) Location: -- Interior ceiling of body
IA-12-0925	4	WHELEN #3SC0CDCR LED 3" EXTERIOR COMPARTMENT LIGHT(S) Location: -- Two (2) in compartment #2 -- Two (2) in compartment #3 - to be switched from compartment -- Compartment door lights to come on automatically whenever the compartment door is opened, not to be switched
IA-12-0975	2	WHELEN #0SC0EDCR LED LIGHT(S) Location: -- One (1) in each Cast door compartment

PART NO	QTY	DESCRIPTION
		-- Compartment door lights to come on automatically whenever the compartment door is opened, not to be switched
IA-12-1865	2	HANSEN #LED10WH12V-65 65"LED COMPARTMENT STRIP LIGHT(S) Location: -- One (1) in compartments #1 and #4 -- Compartment door lights to come on automatically whenever the compartment door is opened, not to be switched
IA-12-3205	10	"DOOR OPEN" WARNING CIRCUIT(S) W/LED LIGHT
IA-13-0540	6	AMDOR #AY-LB-12HW012 LUMABAR H20 LED GROUND ILLUMINATION LIGHT(S)
IA-13-0570	1	PAIR OF AMDOR #AY-LB-12HW012 LUMABAR H20 LED CAB AREA GROUND ILLUMINATION LIGHTS
IA-13-0600	1	-- GROUND LIGHTS ACTIVATION - CAB DOOR(S) + ON/OFF SWITCH IN CAB (NFPA)
IA-13-0640	1	AMDOR #AY-9220-12 LED STEPWELL ILLUMINATION LIGHT(S)
IA-14-1002	1	PAIR LED SIDE FACING TURN SIGNALS
IA-15-0025	1	PAIR WHELEN #M6-SERIES STOP-TAIL / BACK-UP / DIRECTIONAL LIGHTS
IA-15-0027	1	-- PAIR WHELEN #M62BTT LED STOP/TAI LIGHTS
IA-15-0028	1	-- PAIR WHELEN #M62BU LED BACK-UP LIGHTS
IA-15-0029	1	-- PAIR WHELEN #M62T LED AMBER DIRECTIONAL LIGHTS
IB-03-0504	6	WHELEN #M6FC CHROME FLANGE
IC-40-0500	1	EMERGENCY LIGHT MASTER SWITCH
IC-40-2000	1	GREEN BATTERY INDICATOR LIGHT
IF-00-0400	2	COAXIAL WIRING FOR ANTENNA WITH MOUNTING BASE Location: -- Two (2) front of body - one (1) to go to front cab floor console + one (1) to go to radio storage cabinet
IF-00-3000	1	WIRING ACCESS COVE PACKAGE
IF-00-3200	1	COMPARTMENT WIRE COVER PACKAGE
IF-06-0000	5	TV ANTENNA COAXIAL CABLE & OUTLET(S)
IF-06-0001	5	HDMI AUDIO/VIDEO CABLE & INLET(S) Locations: -- Two (2) front wall by L-shaped desk -- One (1) streetside wall by L-shaped desk -- One (1) on rear wall by flip-up desk -- One (1) in exterior compartment #3 -- All connected to Matrix switcher
IF-06-0004	2	VGA AUDIO/VIDEO CABLE & INLET(S) Location: -- One (1) front wall by L-shaped desk -- One (1) in compartment #3
IF-06-0006	2	MONOPRICE #6191 VGA TO HDMI CONVERTER -- All connected to Matrix switcher
IF-07-01LP	1	24-PIN RECEPTACLE + CABLE - REMOTEC ANDROS F6 ROBOT Location: -- Rear of body and run to interior of body - front by L-shaped desk
IG-00-1200	1	TRAILER LIGHT WIRING - 7-PIN RV CONNECTOR
IH-00-1011	1	KUSSMAUL #091-219-5-WP FLUSH MOUNT DUAL USB CHARGER OUTLET(S) - WEATHER PROOF Location:

PART NO	QTY	DESCRIPTION
		-- One (1) in exterior compartment #3
IH-00-1013	3	KUSSMAUL #091-219-5-010-038 DUAL USB EZ MOUNT ASSEMBLY W/ 12V ACCESSORY OUTPUT Location: -- Three (3) on interior of body - location to be determined
IJ-01-0000	2	INSTALLATION OF CUSTOMER'S RADIO(S)
IK-00-0027	1	ZONE DEFENSE #ZD.323.1. REAR VISION CAMERA W/7" LCD MONITOR W/SIDE CAMERA System Includes: -- 18 Infra Red LED - Night Vision -- 120 Degrees (h) Camera View Area -- Audio -- Waterproof Camera -- Waterproof Connectors -- 7" Digital LCD Color Monitor -- (1) Side mounted camera
JB-00-0005	1	SCHOTTKY #31 51-140 DIODE ISOLATOR
JC-00-0011	1	12 VOLT #091-85-12 LOW VOLTAGE ALARM & LIGHT (NFPA) Location: -- Rear module switch panel for the aux. battery system
JC-00-0016	1	INPOWER #DSP-DCS1 DIGITAL VOLTMETER / AMMETER W/LOW VOLT ALARM & LIGHT (DUAL) Location: -- Cab floor console
JC-10-0000	1	MANUAL COLE HERSEE #284 PADDLE HANDLE CUT-OFF SWITCH
JC-10-0030	1	BLUE SEA SYSTEMS #9001E DUAL BATTERY SELECTOR SWITCH
JC-20-0200	1	ELECTRONIC THROTTLE DEVICE Note: -- To be sealed Carling rocker switch with blue indicator light
JC-90-1245	1	KUSSMAUL 4000 12V AUTO DUAL BANK CHARGER
JC-90-124C	1	-- REMOTE OUTDOOR - #091-89-12-IND-WT WATERTIGHT STATUS CT W/ BLACK COVER - 4000AC Auto Charge Location: -- To be determined Indicator Location: -- By shoreline inlet
JC-90-5010	1	ADDITIONAL BATTERY SYSTEM - (3) AGM 31 SERIES 12V Location: -- In slide-out tray in compartment #1
JC-90-5055	1	12 VDC BATTERY/CHARGING SYSTEM - DUAL
JD-75-0000	1	(NFPA) CLEAR LIGHT CUT-OUT - PARK POSITION
KA-10-0000	1	GENERATOR INSTALLATION - 120/240 VOLT
KC-02-031M	1	PANELTRONICS 120/240 MAIN POWER SYSTEM W/ DISTRIBUTION PANEL UP TO 24 BREAKERS Panel Location:

PART NO	QTY	DESCRIPTION
		-- Module switch panel - by side entry door of body
KC-09-0523	1	-- PANELTRONICS MANUAL SOURCE SELECTOR
KC-55-0015	1	-- PANELTRONICS DIGITAL METERS PANEL - VOLTS, AMPS & FREQUENCY - 240VAC
KC-06-1000	1	REMOTE MOUNTED GENERATOR GAUGE PACKAGE Location: -- Module switch panel - by side entry door of body
KC-09-1010	1	50-FT LANDLINE CORD 50 AMP TO 50 AMP (120/240)
KC-09-1027	1	25-FT 12/3 SAFETY HEAVY-DUTY LIGHTED PLUG EXTENSION CORD
KC-50-0055	1	120/240 VAC HIGH VOLTAGE ELECTRICAL SYSTEM - MULTIPLE SOURCE
KC-70-0110	1	SURGE TRACKER # ST2-501S1A TRANSIENT VOLTAGE SURGE SUPPRESSOR Note: -- To include an observation hole in panel to show indicator light and to be labeled
KF-05-9912	1	12,000W ONAN #12.0 HDKCD2209 QUIET ENCLOSED DIESEL GENERATOR
LB-00-0501	2	COLEMAN 15,000 BTU 120-VOLT A/C ROOF MOUNT W/CONDENSATE PUMP Cover Color: -- White
LB-00-0530	2	-- A/C THERMOSTAT (WALL MOUNTED) Location:
LB-00-0550	2	ROOF A/C ENCLOSURE
LB-02-0500	3	120 VOLT FLOOR HEATER(S) - GENERATOR POWERED
LB-10-0505	2	INTELI-POWER #PD9280CV 120V TO 12V CONVERTER/CHARGER(S) 80 AMP
LB-16-1500	14	HOUSEHOLD 15 AMP INTERIOR RECEPTACLE(S) - DUPLEX
LB-16-1515	1	HOUSEHOLD 120V/15 AMP QUAD INTERIOR RECEPTACLE(S) Location: -- Behind the electronics rack
LB-16-1619	2	HOUSEHOLD 120V/15 AMP DUPLEX EXTERIOR RECEPTACLE(S)
LB-25-2000	1	KUSSMAUL #VW-10 15A LANDLINE INLET W/WEATHER PROOF COVER Outlet Cover Color: -- Gray
LB-25-5002	1	120V/240V 50A TWISTLOCK LANDLINE INLET CONN. TO MAIN PANEL
LK-10-0115	1	WILL-BURT #NS2.3-750 WB X200 (7.5FT) LED NIGHT SCAN CHIEF LIGHT TOWER 120V
LI-50-1000	1	-- CAB MOUNTED TOWER UP INDICATOR LIGHT(S)
LS-50-0010	1	-- WILL-BURT #4756919 NFPA HANDHELD REMOTE WITH E-STOP Controller Location: -- Compartment #4
OF-03-1000	1	-- AIR PROTECTION VALVE - 80PSI (NFPA)
LX-99-00LP	1	15 FEET OF 1" BLACK NYCOIL CABLE CONDUIT
NB-30-1205	1	WARN 16,500 LB #16.5TI ELECTRIC WINCH Model: #68801 (16,500 pounds)
NB-50-0501	1	-- WARN #13447 12 METER REMOTE CONTROL NFPA
NC-00-0000	1	FRONT WINCH MOUNTING WITH BUMPER EXTENSION -- The diamond plate utilized shall be "slip resistant", meeting NFPA requirements

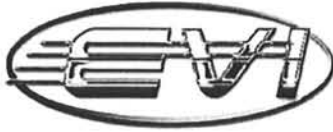
PART NO	QTY	DESCRIPTION
RE-13-1002	1	PAIR CAST SPEAKERS - THROUGH BUMPER FREIGHTLINER
RF-05-0110	1	WHELEN #295HFS2 SIREN SYSTEM
SD-02-1062	2	WHELEN #M9LZC LINEAR SUPER-LED® SCENELIGHT(S) - FRONT
SD-03-1062	6	WHELEN #M9LZC LINEAR SUPER-LED® SCENELIGHT(S) - SIDE
SD-06-1062	2	WHELEN #M9LZC LINEAR SUPER-LED® SCENELIGHT(S) - REAR
SD-99-0020	1	REVERSE RELAY FOR REAR SCENE LIGHTS
SD-99-01LP	4	SCENE LIGHT SWITCHING - CAB + BODY -- LED scene lights (front, streetside, curbside and rear) to be switched from both the cab and the body
TA-02-0400	1	WHELEN #SSFPOS HEADLIGHT FLASHER
IA-08-0200	1	VANNER #9860GCPE ELECTRONIC LED FLASHER UNIT
TC-16-0012	3	WHELEN #M6BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-16-0902	3	-- WHELEN #M6FC CHROME FLANGE
TC-16-0022	3	WHELEN #M6RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-16-0902	3	-- WHELEN #M6FC CHROME FLANGE
TC-19-0012	6	WHELEN #M9BCS SERIES SUPER-LED WARNING LIGHT(S) - BLUE - CLEAR LENS -STEADY BURN
TC-19-0902	6	-- WHELEN #M9FC CHROME FLANGE
TC-19-0015	1	WHELEN #M9C SERIES SUPER-LED WARNING LIGHT(S) - CLEAR/WHITE - CLEAR LENS
TC-19-0902	1	-- WHELEN #M9FC CHROME FLANGE
TC-19-0022	6	WHELEN #M9RCS SERIES SUPER-LED WARNING LIGHT(S) - RED - CLEAR LENS -STEADY BURN
TC-19-0902	6	-- WHELEN #M9FC CHROME FLANGE
VD-00-0500	1	ROADSIDE EMERGENCY SAFETY KIT (8-PIECE)
WA-90-0050	1	BODY MANUFACTURER'S MANUAL(S)
WA-95-0050	1	WIRING MANUAL(S)
WB-00-0020	1	ENGRAVED LABEL PACKAGE
WB-05-1000	1	-- NO SMOKING/FASTEN SEAT BELT LABEL
WB-05-1500	1	-- ENGRAVED FLUID CAPACITY AND TYPE PLATE
WB-05-2000	1	-- OVERALL HEIGHT/LENGTH/GVWR PLATE When manufactured, this vehicle was: XX FT XX IN HIGH XX FT XX IN LONG XXXX LB GVWR > Changes in height since the apparatus was manufactured shall be noted on this plate by the department <
ZA-00-0002	1	CHASSIS RELATED EXPENSES
ZB-00-0004	1	LOCAL REPRESENTATION
ZC-00-0002	1	ADMINISTRATIVE
ZC-05-001A	1	-- 12-MONTH / 12,000 MILE CONVERSION/UPFIT WARRANTY
ZC-05-004B	1	-- 20-YEAR LIMITED MODULAR BODY STRUCTURAL WARRANTY
ZC-05-005B	1	-- 5-YEAR / 60,000 MILE LIMITED ELECTRICAL WARRANTY
ZC-05-006A	1	-- 10-YEAR / 100,000 MILE LIMITED PAINT WARRANTY
ZD-00-000A	1	-- FACTORY LIAISON PROJECT COORDINATOR
ZD-00-000B	1	-- ENGINEERING/PRE-CONSTRUCTION REVIEW
ZD-00-000C	1	-- IN-HOUSE PRE-DELIVERY DETAILING INSPECTION
ZD-00-0030	1	PRE-CONSTRUCTION CONFERENCE AT MANUFACTURER'S FACTORY -- One (1) trip for two (2) Cabarrus County members
ZD-00-0050	1	FACTORY INSPECTION TRIPS -- One (1) trip for two (2) Cabarrus County members

04/25/2022

Quote No: CABARRUS-0001

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PART NO	QTY	DESCRIPTION
ZD-00-0500	40	GALLONS OF FUEL



Emergency Vehicles, Inc.

Building Custom Emergency Vehicles Since 1971!

Team Approach | Value Engineering

April 26, 2022

Cabarrus County Sheriff's Office
30 Corban Ave SE
Concord, NC 28025

Re: Sole Source Supplier

To Whom it May Concern:

Emergency Vehicles, Inc. (EVI) is the local sole-source supplier for providing the specialized EOD Unit as outlined in the attached specifications.

Our qualifications which separate us from other manufacturer's include:

- No wood is used in our construction
- Bodies are "custom" built to the requirements of each customer and built on ½" increments
- Bodies come with a 20-year structural warranty
- All construction and assembly are performed at our facility utilizing EVI employees - we do not subcontract any work
- Module bodies tested for roll-over integrity
- 50-Years' experience in the industry

We take pride in the quality and workmanship of our products.

Please feel free to contact us if you have any questions in this regard.

Kindest regards,

EMERGENCY VEHICLES, INC.

Ernst R. Temme
President

ERT/jt

705 13th Street | Lake Park, FL 33403-2303

Tel: 800-848-6652 | Fax: 561-848-6658 | sales@evi-fl.com | www.evi-fl.com



SYSTEMS, LLC

10001 Franklin Square Dr. Suite A
Nottingham, MD 21236

Phone: (410) 933-0401 Fax: (410) 360-3255

Customer:

Cabarrus County
ATTN: Michael Kluttz

Date April 21, 2022

Quotation valid until: July 20, 2022

Prepared by: Colynn Cook

Quote Number: CC-04-2122-01

Comments or special instructions:

Product Number	Description	Quantity	Unit Price	Extended Price
Custom	TCV 42 SCS w/ PLC, extended trailer, robot locker, fender mounted tool box, extendable LED flood lights	1	\$ 347,531.94	\$ 347,531.94
Training	Training at end users facility	1	\$ 3,500.00	\$ 3,500.00
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL				\$ 351,031.94

General Terms & Conditions:

Quote Validity: 90 Days

Payment terms: 40% Due ARO, balance due prior to shipping.

Delivery: 10 Months ARO

Freight: EXW

NABCO Systems LLC. Info:

NABCO Systems LLC. ID (EIN): 81-2940828

NABCO Systems LLC. Cage Code: 7NRE3

NABCO Systems LLC. DUNS: 08-030-8363

NABCO Systems LLC. is registered with the SAM

If you have any questions concerning this quotation, please contact Colynn Cook at ccook@nabcosystems.com

Thank you for your business!



April 19, 2022

Captain K.M. Klinglesmith
Cabarrus County Sheriff's Office

Re: NABCO Model 42-SCS Total Containment Vessel

To Whom It May Concern:

The purpose of this letter is to state that NABCO is the only company in the world which is capable of manufacturing, performing the training, recertification, and inspection of the NABCO Model 42-SCS Total Containment Vessel.

The above statement is based on the following facts.

- A. NABCO Systems, LLC is the sole manufacturer of the NABCO Model 42-SCS Total Containment Vessel.
- B. As the manufacturer of your patented system, #US 7,765,910 B2, NABCO has the sole capability to recertify your system and does not authorize any third parties to offer this service.
- C. In order to ensure proper & safe use, service and training on NABCO equipment can only be performed by authorized NABCO personnel who are duly versed in the technology and current practices. No third-party training or service programs are authorized.

If you have questions or need further clarification, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Colynn Cook". The signature is written in a cursive, flowing style.

Colynn Cook
Manager of Sales

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Nottingham, MD 21236
United States of America
[tel:410-933-0401](mailto:info@nabcosystems.com)

[email:info@nabcosystems.com](mailto:info@nabcosystems.com)

www.nabcosystems.com

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Approval of Out of County Daily Inmate Charge

BRIEF SUMMARY:

This item seeks to get Board approval for a base fee that will be charged (per inmate/day) to other jurisdictions for the housing of out of county inmates. It is the recommendation of the Sheriff that a minimum fee of \$70 per inmate/per day be utilized as that base fee. This fee comes from the current agreement in place with Stanly County to house their inmates. The \$70 rate is higher than the Statewide Misdemeanant Rate for housing State inmates.

REQUESTED ACTION:

Motion approve this base fee for the ensuing fiscal year.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Stanly County Contract



CABARRUS COUNTY SHERIFF'S OFFICE

Van W. Shaw, Sheriff

Public Safety through Professionalism and Integrity

Interlocal Detention Center Agreement

This Interlocal Detention Center Agreement (“Agreement”) is entered into effective August 29, 2021, by and between **Stanly County, North Carolina**, a political subdivision of the state of North Carolina, with its principal place of business at 223 South Second Street, Albemarle N.C. 28001 (“Stanly County”) and **Cabarrus County, North Carolina** a political subdivision of the state of North Carolina, with its principal place of business at 65 Church Street South, PO Box 707, Concord, N.C. 28025 (“Cabarrus County”).

Whereas, Stanly County has a need to separate multiple defendants charged with the same crime, and to alleviate jail overcrowding, which would require a reduction of the inmate population; and

Whereas, Cabarrus County is not currently experiencing overcrowding of its inmate detention facilities and on occasion, has space available to house additional inmates; and

Whereas, Stanly County has requested that Cabarrus County consider housing certain Stanly County inmates and Cabarrus County has agreed to do so, all in accordance with the terms and conditions of this Agreement, and

Whereas, this Agreement is authorized pursuant to North Carolina General Statute Chapter 160A-460 et.seq.

Now therefore, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. **Housing Facilities.** Cabarrus County will provide inmate detention facilities for certain Stanly County detainees and prisoners (hereafter, “Inmate(s)”) in Cabarrus County’s Detention Center (“Center”) located at 30 Corban Avenue SE, Concord, N.C. and houses the inmates detained for pre-trial and sentenced inmates confined to Cabarrus County. Cabarrus County will provide the same standard of care with regard to surveillance, security, and protection of inmates as is afforded Cabarrus County detainees and prisoners.
2. **Overcrowding of Center.** In the event the Center reaches maximum capacity, Cabarrus County shall not be required to accept any Inmates until such time as the Center has enough available space to accept additional inmates. The Detention Center presently has 473 beds available for use, although due to classification of inmates, the actual number is slightly lower. Because of this, Cabarrus County can require Stanly County to pick up Inmates housed in the Center.

3. **Expenses.** As reimbursement of general room and board expenses, Stanly County agrees to pay Cabarrus County the sum of seventy dollars (\$70.00) per day per Stanly County inmate housed in the Center.

In addition to room and board expenses, Stanly County will reimburse Cabarrus County for the cost of ordinary and extraordinary medical costs and expenses attributable to any Inmate, including without limitation the following:

- a. Medical care provided to any inmate as a result of hospitalization
- b. Ordinary expenses for Inmate medical care including all expenses for any illnesses as an outpatient or inpatient of the Center Infirmary.
- c. The cost of replacing eyeglasses and dental prosthetic devices. Replacement will be made only if the inmate was using the damaged or lost eyeglasses or dental device at the time of commitment to the center, the eyeglasses or dental devices broken or lost while the inmate is incarcerated at the Center, and only upon prior approval of Cabarrus County.
- d. The cost of any other out of pocket expense that occurs with a Stanly County inmate.

4. **Limitation On Number of Inmates.** Stanly County shall be permitted to house no more than ten (10) inmates in the Center.

5. **Restrictions on Inmates Offenses/Medical Condition.** Inmates housed in the Center must be serving misdemeanor, civil sentences, pretrial, or sentenced confinement. In addition, Stanly County will not transport any Inmate to the Center who has a known serious medical condition. Each inmate shall have a medical clearance form stating that they have been cleared medically by the medical staff of the Stanly County Detention Center no later than their arrival to the Center.

6. **Transportation of Inmates.** The Stanly County Sheriff's Office shall be responsible for transporting any Stanly County inmate to and from the Center.

7. **Payment Terms.** Each month the Inmates are incarcerated at the Center, Cabarrus County shall invoice Stanly County for all costs and expenses attributable to the Inmates by the fifteenth (15th) day of each month. Stanly County shall pay such invoice by the last day of each month.

8. **Removal of Disruptive Inmates.** If in the opinion of the Cabarrus County Sheriff's Office, any Inmate becomes unduly disruptive or becomes such a disciplinary problem as to interfere with the orderly operation of the Center, the Cabarrus County Sheriff's Office will notify the Stanly County Sheriff's Office and the Stanly County Sheriff's Office will pick up the disruptive Inmate immediately.

9. **Term of Agreement.** The initial term of this Agreement shall be from **August 29, 2021** through midnight, June **30, 2022**. This Agreement may be renewed at the expiration of this agreement, by mutual written agreement of the parties hereto. However, in the event either party hereto deems it necessary to terminate this Agreement for whatever reason, this Agreement may be terminated at any time by either party upon thirty (30) days advance written notice to the other party at the address set forth in this Agreement.

10. **Amendments and Modifications.** This Agreement may only be modified in writing, signed by the parties hereto. However, Cabarrus County and Stanly County agree that the Sheriff's Office of both counties may attach exhibits or supplements to this Agreement pertaining solely to specific procedures for the transport, acceptance and discharge of Inmates, provided the terms of such supplements or exhibits are not in contradiction to the terms and conditions of this Agreement.

11. **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not deemed to be a controlling part of this Agreement.

In Witness hereof, the parties hereto have executed this Agreement in duplicate originals, effective the date set forth above.

Cabarrus County, North Carolina

Read and Agreed to:

Cabarrus County Sheriff's Office

Van Shaw, Cabarrus County Sheriff

Stanly County, North Carolina

Read and Agreed to:

Stanly County Sheriff's Office

Jeff Crisco, Stanly County Sheriff

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Approval of Regular Meeting Agenda

SUBJECT:

BOC - Approval of Regular Meeting Agenda

BRIEF SUMMARY:

The proposed agenda for the May 16, 2022 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the May 16, 2022 regular meeting as presented and schedule the public hearing for 6:30 p.m. or as soon thereafter as persons may be heard.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▯ Regular Meeting Agenda

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

**May 16, 2022
6:30 PM**

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

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

1. BOC - Jay M. Robinson High School Proclamation+
2. Cooperative Extension - Recognition of 2021-2022 Youth Commission and Graduating Seniors
3. Planning and Development - Cabarrus Soil and Water Conservation District Contest Recognitions
4. Active Living and Parks - 40th Anniversary of Frank Liske Park Proclamation
5. DHS - Foster Care Appreciation Month Proclamation
6. DHS - World Elder Abuse Awareness Day Proclamation
7. EMS - Cabarrus County Emergency Services Week
8. EMS - Recognition of EMS Personnel in Paramedic Competition
9. Veterans Services - Memorial Day 2022 Proclamation

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 (Removals) - Adult Care Home Community Advisory Committee
2. Cooperative Extension - Pollinator Garden at Cooperative Extension
3. County Manager - Juvenile Crime Prevention Council (JCPC) FY 2022-23 Allocation of Funding
4. County Manager - One-Time Purchases
5. DHS - Transportation Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and Coronavirus Aid, Relief, and Economic Security (CARES) Act 5310 Funds
6. Finance - Cabarrus County School Agency and Lease Agreement for R. Brown McAllister Elementary School and updated Lease Agreement for Roberta Road Middle School.
7. Finance - Government Accounting Standards Board (GASB) 87 Statement - Leases
8. Finance - Health Insurance Fund Balance Amendment
9. Finance - Opioid Settlement New Special Revenue Fund and Budget Amendment
10. Finance - Rowan Cabarrus Community College Transfer Request for a Paramedicine Lab from excess Welding Lab budget.
11. Finance - Update of Capital Project Fund Budgets, Related Project Ordinances and Close Completed Capital Project Funds
12. Infrastructure and Asset Management - Request for Public Art Placement at Rotary Square
13. Legal Department - Huntersville Land Development Services Interlocal Agreement
14. Library - Budget Amendment
15. Recycling / Waste Reduction - Renewal of Existing Contract with Ecoflo, Inc.
16. Sheriff's Office - Acceptance of Urban Areas Security Initiative (UASI) Grant
17. Sheriff's Office - Approval of Sole Source and Purchase of Explosive Ordinance Robot
18. Sheriff's Office - Approval of Out of County Daily Inmate Charge
19. Tax Administration - Refund and Release Reports – April 2022

G. NEW BUSINESS

1. Economic Development Investment - Westwinds Center, LLC and NASCAR Media Group, LLC - Public Hearing 6:30 p.m.

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. Budget - Monthly Budget Amendment Report

4. Budget - Monthly Financial Update
5. County Manager - Monthly Building Activity Reports
6. County Manager - Monthly New Development Report
7. EDC - April 2022 Monthly Summary Report
8. Finance - Juvenile Crime Prevention Council (JCPC) FY22 Third Quarter Accounting Report

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

Scheduled Meetings

June 6	Work Session	4:00 p.m.	Multipurpose Room
June 9	Budget Meeting	4:00 p.m.	Multipurpose Room
June 20	Regular Meeting	6:30 p.m.	BOC Meeting Room
July 5	Work Session	4:00 p.m.	Multipurpose Room
July 18	Regular Meeting	6:30 p.m.	BOC Meeting Room
July 20	Cabarrus Summit	6:00 p.m.	Cabarrus Arena

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.

Sunday - Saturday	1:00 P.M.
Sunday - Tuesday	6:30 P.M.
Thursday & Friday	6:30 P.M.

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 WORK SESSION

**May 2, 2022
4:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation and Economic Development

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation and economic development as authorized by NCGS 143-318.11(a)(3) and (4).

REQUESTED ACTION:

Motion 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).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
