

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 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. Cooperative Extension - Youth Commissioner Attends NCACC Youth Summit Pg. 5

3.2. County Manager - Building Adjacent to County Parking Garage Construction Schedule Update Pg. 6

3.3. Infrastructure and Asset Management - Emergency Medical Services Headquarters Project Update Pg. 13

3.4. Innovation and Technology - Innovation Report Pg. 20

3.5. Legal - Quasi Judicial Procedures Pg. 22

4. DISCUSSION ITEMS FOR ACTION

4.1. Active Living and Parks - FY 23 Matching Incentive Grant Requests Pg. 23

4.2. BOC - Appointments to Boards and Committees Pg. 27

4.3. BOC - Centralina Regional Council Request to Ratify Amended Centralina Charter Pg. 29

4.4. BOC - Voting Delegate Designation for NCACC 115th Annual Conference and NCACC Legislative Goals Conference Pg. 53

4.5. Budget - Rental Increase for the Cabarrus County Human Services Center Building in Kannapolis Pg. 55

4.6. County Manager - Donate Law Enforcement Vehicles to the Town of Midland Pg. 60

4.7. County Manager - Finance Authority Revisions Pg. 62

4.8. County Manager - Fund Balance Appropriation for Cabarrus County Schools Pg. 64

4.9. County Manager - Retention Payment for Cabarrus Health Alliance Employees Pg. 68

4.10. Finance - American Rescue Plan Act Funds for Habitat for Humanity Pg. 70

4.11. Finance - Approval of Project Ordinances and Budget Amendment Related to CIP Funded Projects in the FY22 General Fund Budget Pg. 101

- 4.12. Finance - Cabarrus County School Request for RCCC Mobile Units Pg. 113
- 4.13. Finance - Cabarrus County School Request for Road Improvements at R. Brown McAllister Pg. 119
- 4.14. Finance - Contingency Fund Request for Courthouse Project Pg. 125
- 4.15. Finance - East Gold Hill Volunteer Fire Department to Acquire New Capital Assets Pg. 131
- 4.16. Finance - Lottery Proceeds Allocated for Rowan County Schools within the Kannapolis City Schools District Pg. 134
- 4.17. Finance - Occupancy Tax Waiver Pg. 141
- 4.18. Infrastructure and Asset Management - Mt. Pleasant Library, Senior Center, and Park Naming Discussion Pg. 144
- 4.19. Infrastructure and Asset Management - New Library and Senior Center Naming Decision Pg. 148
- 4.20. Infrastructure and Asset Management - Public Safety Training Facility Design Team Selection Pg. 152
- 4.21. Infrastructure and Asset Management - Recommended Approval of Preferred Alternates for Courthouse Expansion Project GMP-3 Pg. 154
- 4.22. Legal - Duke Energy Easement for Sheriff's Department Firing Range Pg. 163
- 4.23. Planning and Development - Request from City of Concord Parks and Recreation Pg. 168
- 4.24. Sheriff's Office - Acceptance of Edward Byrne Justice Assistance Grant (JAG) Pg. 172
- 4.25. Sheriff's Office - Acceptance of Local Government Resolution for Governor's Highway Safety Grant Pg. 175
- 4.26. Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2022-2023 Taxes Pg. 198

5. APPROVAL OF REGULAR MEETING AGENDA

- 5.1. BOC - Approval of Regular Meeting Agenda Pg. 203

6. CLOSED SESSION

- 6.1. Closed Session - Pending Litigation Pg. 207

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

**July 5, 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
JULY 5, 2022**

UPDATED:

Discussion Items for Action

4.7 County Manager - Finance Authority Revisions

4.9. County Manager - Retention Payment for Cabarrus Health Alliance Employees

4.20. Infrastructure and Asset Management - Public Safety Training Facility Design Team Selection

4.21. Infrastructure and Asset Management - Recommended Approval of Preferred Alternates for Courthouse Expansion Project GMP-3

ADDED:

Discussion Items for Action

4.24 Sheriff's Office – Acceptance of Edward Byrne Justice Assistance Grant (JAG)

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Cooperative Extension - Youth Commissioner Attends NCACC Youth Summit

BRIEF SUMMARY:

Youth Commissioner Makhi Nash will give an overview of the upcoming NCACC Youth Summit, his time in the Youth Commission, and what he is excited to experience in both.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Tracy LeCompte, Cooperative Extension Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

County Manager - Building Adjacent to County Parking Garage Construction Schedule Update

BRIEF SUMMARY:

County staff will provide an update on the Novi-Flats project and impact to parking capacity at the Cabarrus County parking deck.

REQUESTED ACTION:

No action required.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

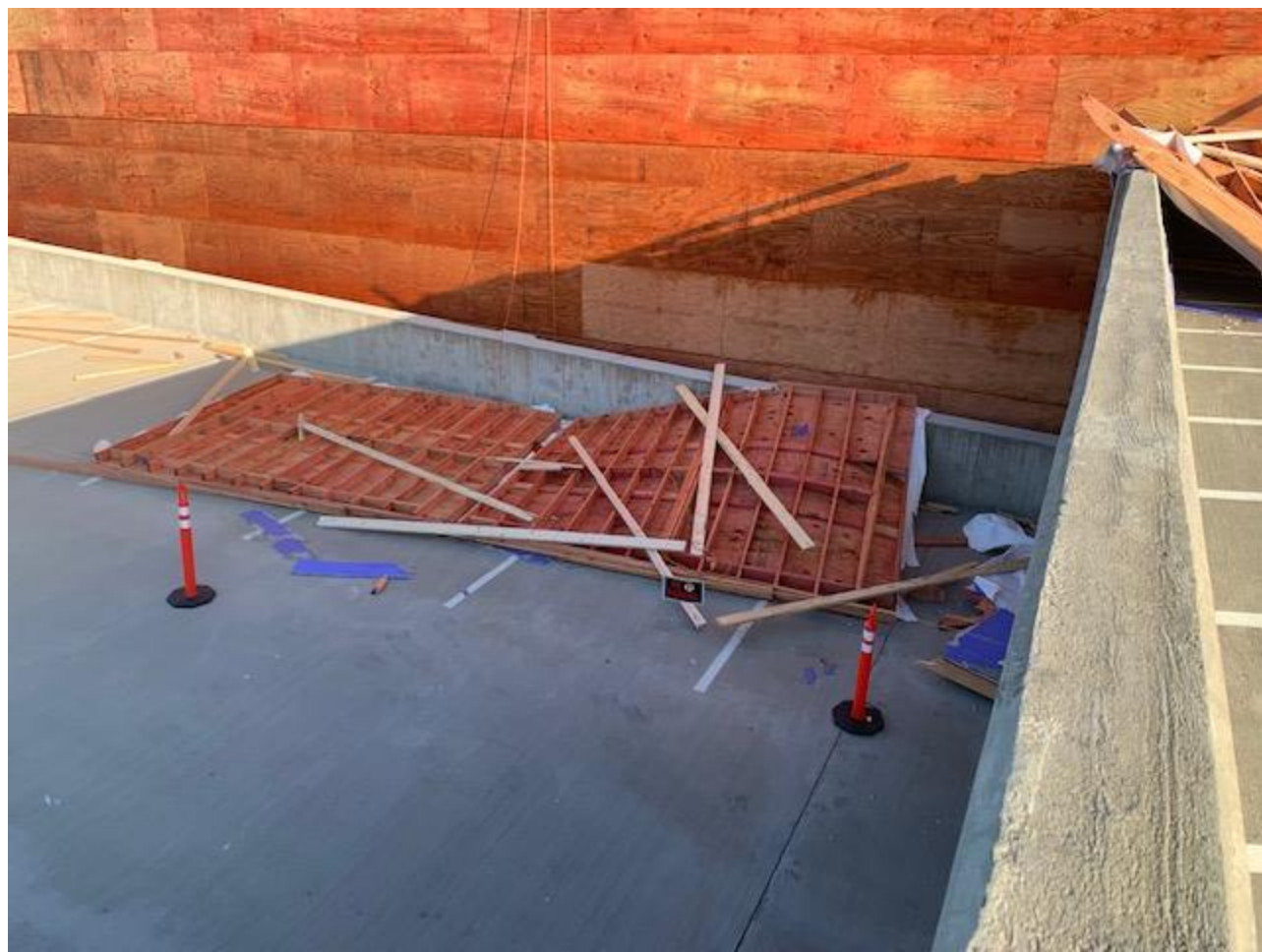
COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ Photos

Novi-Flats Framing that ended up on County Parking Deck after 06-16-22 Storm













CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Infrastructure and Asset Management - Emergency Medical Services Headquarters Project Update

BRIEF SUMMARY:

Staff will provide an update on the progress of the 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:

- ▣ Pictorial Update for BOC

EMS Headquarters Pictorial Update for BOC Meeting (07-05-22)

Pictures From 06-08-22

Aerials From 05-19-22













CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 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

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items - No Action

SUBJECT:

Legal - Quasi Judicial Procedures

BRIEF SUMMARY:

The County Attorney will give a brief overview on the process of a quasi judicial hearing.

REQUESTED ACTION:

Receive information.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Richard Koch, County Attorney

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Active Living and Parks - FY 23 Matching Incentive Grant Requests

BRIEF SUMMARY:

Active Living and Parks (ALP) has a Matching Incentive Grant Program that provides seed money for civic, community and school groups to construct, improve or acquire recreational and park facilities in Cabarrus County. The projects must be on County, Municipal, or School owned land or leased to these entities for a minimum of 15 years. The grants will fund up to 50% of a project.

The Active Living and Parks Commission reviewed three requests totaling \$28,553.00 at their June 16, 2022 meeting. The Commission unanimously recommended awarding these community projects in full (Concord HS Athletic Booster Club approval pending school track resurfacing timeline to meet grant funding requirements). The program guidelines allow for a second phase of applications and funding to take place in October. If all recommended grants are awarded in the first phase, there will be \$21,447.00 remaining for the second phase. Per the current approved Matching Grant Procedures, applications for the remaining funds will be accepted in October.

REQUESTED ACTION:

Motion to approve the FY 23 Matching Incentive Grant requests and the related budget amendments recommended by the Active Living and Parks Commission.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Byron Haigler, Active Living and Parks Assistant Director
Megan Baumgardner, ALP Commission Chair

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ ALP MIG Summary
- ▢ Budget Amendment

FY23 Cabarrus County ALP MIG Summary

Organization	Project Title	Request	Complete	Priority Level	Recommended
Weddington Hills PTO	Playground	\$2,000.00	Yes	Highest	\$2,000.00
Harrisburg Community and Youth Association	Stallings Parks Baseball/Softball Batting Cages	\$9,625.00	Yes	Highest	\$9,625.00
Concord HS Athletic Booster Club	Robert C. Bailey Stadium Scoreboard Upgrades	\$16,928.00	Yes	Moderate	\$16,928.00
FY22 MIG Available Funds	\$50,000.00				
Applicant Request Total	\$28,553.00				
Remaining FY22 Funds	\$21,447.00				

Concord HS Athletic Booster Club approval pending school track resurfacing timeline to meet grant funding requirements

Budget Revision/Amendment Request

Date: **July 18, 2022**

Amount: **85,659.00**

Dept. Head: **Londa Strong**

Department: **Active Living & Parks**

☒ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☐ Supplemental Request

Matching Incentive Grant applicant recommendation to the BOC with associated budget amendments.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	8140-9831-0154	Matching Grants - Unassigned Funds	100,000.00	-	57,106.00	42,894.00
001	9	8140-9831-0217	Matching Grants - Weddinton Hills		4,000.00		4,000.00
001	9	8140-9831-0211	Matching Grants - Harrisburg Youth Association		19,250.00		19,250.00
001	9	8140-9831- CHBC	Matching Grants - Concord Booster Club		33,856.00		33,856.00
001	6	8140-6813-0154	Matching Grants - Unassigned Funds	50,000.00	-	28,553.00	21,447.00
001	6	8140-6813-0217	Matching Grants - Weddington Hills		2,000.00	-	2,000.00
001	6	8140-6813-0211	Matching Grants - Harrisburg Youth Association		9,625.00	-	9,625.00
001	6	8140-6813-CHBC	Matching Grants - Concord Booster Club		16,928.00	-	16,928.00
				150,000.00	85,659.00	85,659.00	150,000.00

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

**July 5, 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 July:

Appointments - Transportation Advisory Board

Transportation Advisory Board (TAB) member Megan Shuping's term ended June 30, 2022. She is willing to serve another term. Ms. Shuping serves as the Cabarrus Health Alliance Healthy Cabarrus representative.

Representative recommendation is Megan Shuping.

Appointments - Library Board of Trustees

Pamela Emmons' term on the Library Board of Trustees as the Midland representative ends July 31, 2022. She would like to serve another term.

Representative recommendation is Pamela Emmons.

Appointments and Removals - Early Childhood Task Force Advisory Board

Early Childhood Task Force Advisory Board (ECTFAB) members Jacqueline Whitfield, Mande LaCroix and Kevin Vinson have resigned from the committee. It is requested to remove their names from the roster.

The terms of ECTFAB members Lora Lipe and Amanda Wilkerson end July 31, 2022. Both would like to serve another term.

In addition, the members of the ECTFAB request the following applicants be appointed to the

board: Jennifer Baucom, Page Castrodale, Jenelle Felton, Kim Good, Jessica Grant, Elaine Jenkins, Barbi Jones, Amanda Smith, and Trina Wenzel. Ms. Felton resides in Mecklenburg County and Ms. Wenzil resides in Stanly County. An exception to the residency provision of the Appointment Policy will be needed for them. Ms. Grant serves on the Mental Health Advisory Board. An exception to the multiple service provision of the Appointment Policy will be needed for her.

Representative recommendations are Lora Lipe, Amanda Wilkerson, Jennifer Baucom, Page Castrodale, Jenelle Felton, Kim Good, Jessica Grant, Elaine Jenkins, Barbi Jones, Amanda Smith, and Tina Wenzel

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

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Centralina Regional Council Request to Ratify Amended Centralina Charter

BRIEF SUMMARY:

Earlier this year, Centralina management identified an unresolved issue with the organization's tax status. Legal counsel determined that Centralina qualifies for federal income tax exempt status because the organization performs an "essential government function" consistent with Internal Revenue Code Section 115(1), which specifies tax exemption for income derived from such a function. Specific sections of the Centralina Charter and Bylaws needed to be amended to prohibit any private party from benefitting from or having an interest in the organization's earnings and assets, however.

At the February 9th Centralina Board of Delegates meeting, the Board adopted a resolution to amend the Charter and Bylaws to resolve this issue. To finalize the Charter amendment process, the governing body of each Centralina member government must ratify the updated Charter.

REQUESTED ACTION:

Motion to adopt the Centralina Regional Council Charter Resolution.

EXPECTED LENGTH OF PRESENTATION:

2 Minutes

SUBMITTED BY:

Commissioner Lynn Shue

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Memo
- ▣ Amended Centralina Charter
- ▣ Resolution Adopted by the Centralina Board of Delegates
- ▣ Current Centralina Charter
- ▣ Resolution

MEMORANDUM

TO: Centralina Member Governments

FROM: Geraldine Gardner, Executive Director

DATE: June 17, 2022

RE: Request to Ratify Centralina Regional Council's Amended Charter

Earlier this year, Centralina management identified an unresolved issue with the organization's tax status. Legal counsel determined that Centralina qualifies for federal income tax exempt status because the organization performs an "essential government function" consistent with Internal Revenue Code Section 115(1), which specifies tax exemption for income derived from such a function. Specific sections of the Centralina Charter and Bylaws needed to be amended to prohibit any private party from benefitting from or having an interest in the organization's earnings and assets, however.

At the February 9th Centralina Board of Delegates meeting, the Board adopted a resolution to amend the Charter and Bylaws to resolve this issue. To finalize the Charter amendment process, the governing body of each Centralina member government must ratify the updated Charter.

At your governing body's upcoming July or August meeting, I ask that you include the attached resolution on your Consent Agenda. A copy of the amending resolution adopted by the Centralina Board of Delegates and the updated Charter are also attached for reference. Centralina staff are available if you have any questions about the process. Once your council or board has ratified the Charter, please send a copy of your adopted resolution to Connor Choka at cchoka@centralina.org.

We greatly appreciate your membership in Centralina and thank you for your support of this request.



CENTRALINA REGIONAL COUNCIL

CHARTER RESOLUTION

WHEREAS, the undersigned governmental units of the State of North Carolina, together with the other county and municipal governmental units in North Carolina or a state adjoining North Carolina hereafter adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves to act in concert and to jointly exercise the powers of local government with reference to regional matters affecting health, safety, welfare, education, transportation, recreation, economic conditions, regional planning or regional development; now therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Parts 1 and 2, the following Resolution is hereby adopted for the establishment of a regional council of governments and for the joint exercise of any power, function, public enterprise, right, privilege or immunity of local government by and through this regional council and its member governmental units, all to the extent and in the manner authorized or permitted by Article 20 of Chapter 160A of the General Statutes of North Carolina entitled "Interlocal Cooperation".

ITEM I

Short Title - Binding Effect: This Resolution shall be hereafter referred to as the "Charter" of the Centralina Regional Council; and said Charter, together with all amendments thereto, shall be binding upon and shall inure to the benefit of all governmental units who are now or hereafter become its members.

ITEM II

Name: The name of the regional council of governments hereby established shall be the **CENTRALINA REGIONAL COUNCIL** and shall be hereinafter referred to herein as the "Council."

ITEM III

Membership:

- A. The initial membership of this Council of Governments shall consist of the following governmental units who are presently members of the Council and such additional units of local government admitted in accordance with the provisions of this Charter:

Albemarle	Harrisburg	Monroe
Anson County	Huntersville	Mooreville
Ansonville	Indian Trail	Morven
Badin	Iredell County	Mount Holly
Belmont	Kannapolis	Oakboro
Bessemer City	Kings Mountain	Pineville
Cabarrus County	Landis	Ranlo
Charlotte	Lincoln County	Richfield
Cherryville	Lincolnton	Salisbury
Cleveland	Locust	Spencer
Concord	Lowell	Stallings
Cornelius	Marshville	Stanley
Cramerton	Marvin	Stanly County
Dallas	Matthews	Statesville
Davidson	McAdenville	Troutman
East Spencer	Mecklenburg County	Union County
Faith	Midland	Wadesboro
Gaston County	Mineral Springs	Waxhaw
Gastonia	Mint Hill	Wingate
Granite Quarry	Misenheimer	

- B. Any municipal or county government which is not an initial member of the Council, including any municipal or county government in a state adjoining North Carolina (where permitted by the laws of said adjoining state) may join the Council by ratifying or adopting this Charter and upon the majority vote of the existing members. Notice of such application for admission shall be given each member in the manner prescribed by the Council Bylaws at least ten (10) days prior to the date of the meeting at which the vote is to be taken.
- C. All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council; and “delegates” as used in this Charter shall, unless otherwise provided, include alternate delegates duly designated by a member government.

ITEM IV

Purpose and Functions: The Council hereby established shall be a voluntary organization of local governmental units organized and existing to (1) provide a framework within which matters affecting the health, safety, welfare, education, recreation, economic conditions, transportation, water quality and solid waste, regional planning or regional development of and for the citizens within the member governmental units may be studied and discussed, and concerning which solutions or recommendations are proposed; (2) to implement courses of action relating to the matters within contractual exercise by one unit for other units its jurisdiction through the joint exercise or of any power, function, right, privilege or immunity of local government; (3) to promote intergovernmental cooperation, communication and planning; and (4) to review, upon the request of state, federal or local governments, or agencies thereof, applications for grants or funds for projects affecting citizens within the members' jurisdictions.

ITEM V

Representation:

- A. Each member governmental unit shall be represented in the Council by one delegate or in the absence of such delegate by a designated alternate, if any. All delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governments in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner prescribed by the Bylaws of the Council. Each governmental unit may designate any number of alternate delegates.
- B. The term of office of each delegate shall commence upon the selection and certification of the delegate to the Council by the respective member government; and such delegate shall continue to represent the member government until a successor delegate is certified, unless the delegate shall sooner resign, cease to be an elected member of said governing body, or be removed as a delegate by said governing body, in which case his term shall expire on the effective date of such event. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may be permitted to vote in any matter. The members shall also appoint and certify a successor to fill any vacancy created by the death, removal, resignation, or ineligibility of a delegate (but not an alternate), but an alternate may represent a member until such successor delegate is appointed and certified.

ITEM VI

Voting and Quorum Requirements:

- A. Except as provided in paragraph D of this Item, each member governmental unit shall be entitled to one vote on all matters coming before the Council or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his absence, by an alternate delegate of the member government.
- B. A quorum shall be present for the transaction of business of the Council at any meeting at which there is representation of either (a) a majority of all the member governmental units or (b) fifty percent (50%) of the county member governmental units and thirty percent (30%) of the total number of member municipal governmental units.
- C. The affirmative vote of a majority of representatives present at any meeting at which a quorum was present shall be required for any action or recommendation of the Council or any committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters. Voting shall be by voice, a show of hands or, upon the request of any three delegates, by a poll of the delegates.
- D. Any member governmental unit shall be entitled to request that any matter requiring a vote of the Council be considered by weighted voting in accordance with the following

procedures:

1. A request for weighted voting must be made after the motion is made and before any vote on the motion is taken.
2. The vote on any matter appearing on the written agenda for the meeting, and upon which weighted voting has been requested, must be taken at that meeting unless the vote is postponed by a two-thirds non-weighted vote of the delegates.
3. Each member governmental unit shall be entitled to cast one vote for each 50,000 residents of its jurisdiction (or portion thereof) as determined by the census used in assessing members' dues for the current fiscal year. A simple majority of the votes cast shall be required for passage of any motion unless the Charter or Bylaws require a larger affirmative vote on particular matters.
4. Anything contained in these weighted voting procedures to the contrary notwithstanding, if on any motion utilizing weighted voting any three (3) county member governments shall cast negative votes, the motion shall fail unless the motion would have carried without the use of weighted voting.
5. All votes on issues where weighted voting is requested shall be taken by a poll of the delegates.

ITEM VII

Withdrawal: Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least six (6) months prior to the end of the fiscal year.

ITEM VIII

Powers and Duties of the Council: Within the limits of funds and personnel available, the Council:

- A. Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may hereafter from time to time authorize this Charter to confer upon the Council, including, but not limited to, all of the specific powers enumerate in Section 160A-475 (and any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference. Similarly, to the extent applicable, any powers authorized hereafter by the General Assembly of a state adjoining North Carolina may be exercised by the Council with respect to interstate activities or functions.
- B. Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:

1. To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning members shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member to representation on any particular committee granted hereinabove is asserted, the Chairman of the Council shall designate the membership of all committees.
2. To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in this Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other state, or any agency thereof, the Federal Government and its agencies, any municipality or county or agency thereof, the Federal Government and its agencies, any municipality or county or other governmental or quasi- governmental unit or agency (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants, or services, received from any source, to or for any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.
3. To meet with, consult with, contract with or act in concert with any county or municipality or any agency of any state, the federal government, any civic organization, or private organization in the furtherance of the purposes and objects within its jurisdiction.
4. To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with and pursuant to the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto), entitled "Interlocal Cooperation".
5. To contract with any government entity or agency, or any other person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available

funds; and to purchase and own such personal property, equipment, vehicles and furnishings as may be authorized or for which funds may be appropriated.

6. To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter or the laws of North Carolina.
7. To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health, safety, welfare, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions pursuant to which such agency is established, consistent with the powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to, the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with this Charter.
8. To contract with other units of local government, as that term is defined in G.S. 160A- 460, to provide for administrative, planning, procurements or other services, including administration of grants from local, state and federal agencies, in order to promote and encourage interlocal cooperation authorized under G.S. 160A-461.

ITEM IX

Financial:

- A. The general operating expenses of the Council shall be paid from funds paid to the Council by each member governmental unit. The annual contribution of each member governmental unit shall be based upon the duly adopted budget for such year and shall be assessed on the basis of the population for each member. For the purpose of determining the current population of each governmental unit, the Council shall use either (1) the Population Estimates for North Carolina Municipalities and Counties prepared by the United States Bureau of the Census and the North Carolina Office of State Budget and Management and published from time to time or (2) the official 10-year census figures. The current population estimates are the most recent estimates available using either (1) or (2) above, on the date the annual dues for member governments is determined by the Council.
- B. All expenditures of the Council for special projects of the Council or any committee thereof or for performance of contractual services for non-member units of local government shall be made from revenues paid to the Council by the governmental units

directly involved in such projects. All such revenues shall be credited to a special revenue account and all expenditures made at the completion of any project or contract. In no case shall other general fund revenues be used to pay any special project costs which do not reasonably involve or benefit the entire Council. In the event payments made by other units of local government exceed or are less than the actual cost of a special project, the excess shall be refunded to and the deficit paid by the units of local governments affected thereby.

- C. The budget for the Council for each fiscal year and the assessment of each member shall be adopted by the affirmative vote of at least seventy-five percent (75%) of the representatives present at a meeting at which a quorum was present, provided notice of such vote has been given in accordance with the Bylaws, and provided further said notice is accompanied by a copy of the proposed budget and assessment.
- D. The budget for the Council and the assessment for each member governmental unit shall be adopted by the Council no later than April 15th of each year. Provided, the Council shall publish and deliver to the delegates a budget estimate, indicating each member governmental unit's estimated share thereof, on or before March 31st of each year, if the actual budget shall not have been adopted by that date.
- E. The budget, once adopted, may be amended by the affirmative vote of at least seventy-five percent (75%) of the representatives present at a meeting at which a quorum was present, provided notice of such vote has been given in accordance with the Bylaws, and provided, further, said notice shall state in detail the proposed terms of the amendment and the reasons therefor.
- F. The annual assessment for each member governmental unit shall be payable on or before August 1st of each year and shall be delinquent thereafter. Any member of the Council which becomes delinquent in the payment of its annual assessments shall lose all rights and privileges of Council membership during such a period of delinquency. Any new member shall pay the full annual assessment for the current fiscal year regardless of its date of admission.
- G. All revenues paid to the Council by member governmental units and all other sources whatsoever shall be deposited in the general fund of the Council, and separate revenue and expenditure accounts shall be maintained for each phase of operation of the Council to the extent required by sound accounting practices, to include, but not to be limited to, such accounts for the general operating expenses of the Council and each special project undertaken by the Council or any committee thereof.
- H. The general operating expenses of the Council shall include, but are not necessarily limited to: providing meeting and office space or other such physical facilities needed by the Council or any committee thereof; providing compensation for the director and other administrative personnel of the Council; providing the necessary legal and accounting or other professional services; providing furniture, equipment, vehicles and

supplies, paying special consultants, temporary employees and contractors duly authorized by the Council; reimbursing authorized expenses of Council employees.

- I. Unless the Council shall otherwise provided by resolution, any surplus funds in the general operating expense account at the close of any fiscal year shall be credited as additional revenue for budget purposes for the following fiscal year. All other funds shall be held and disbursed as otherwise herein provided or as directed by the contributing source.
- J. No private party may benefit from or have an interest in the Council's earnings and financial assets.

ITEM X

Compensation and Expenses of Delegates:

- A. Except for the Chairman of the Council, a delegate, and in his absence, an alternate delegate may receive, if the Bylaws so provide, up to \$40.00 for each regular or special meeting of the Council and Executive Committee attended, not to exceed \$500.00 during any fiscal year. Such Bylaws may also provide that actual travel expenses, not to exceed twenty-five cents (\$.25) per mile, may be paid to each delegate, and in his absence to one alternate delegate, for attending any meeting of the Council or any committee meeting. The Chairman of the Council shall receive \$200.00 per month as compensation for his services to the Council.
- B. For travel on any authorized business of the Council, other than to attend Council or committee meetings, delegates shall be reimbursed for their actual expenses, as approved by the Council.

ITEM XI

Severability: If any Item, paragraph, sentence or phase of this Charter shall be declared by any court of competent jurisdiction to be in violation of the laws of this State or, where applicable, of the laws of any other state, such provisions of this Charter shall be considered to be severable, as to the member or members affected, and the validity of the remaining portion of the Charter shall not be affected.

ITEM XII

Amendment of Charter and Dissolution of Council:

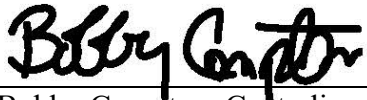
- A. The Council may formally recommend to the member governments a resolution to amend the Charter by affirmative vote of at least three-fourths of the representatives present at any meeting at which a quorum was present, provided notice of such vote has been given in accordance with the Bylaws. Said amendment shall become effective when the resolution has been duly adopted by three-fourths of the member governmental units.

- B. The Council may be dissolved at the end of any fiscal year only (1) upon adoption of a dissolution resolution by three-fourths of the governing bodies of all governmental units, or (2) the withdrawal from the Council of all but one of the member governmental units. Upon dissolution, the Council's financial assets will be distributed solely to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

ITEM XIII

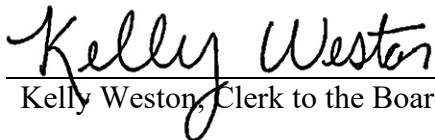
Effective Date: The effective date of this amended Charter shall be February 9, 2022, as to the current membership; and as to all subsequent members, this Charter shall be effective on the date of its adoption by the governing body of such governmental unit or the date such member's application was approved, whichever shall be later.

Amended January 1, 1972
Amended July 1, 1989
Amended February 9, 2022



Bobby Compton, Centralina Chair

Attested by:



Kelly Weston, Clerk to the Board



RESOLUTION AMENDING THE CENTRALINA CHARTER AND BYLAWS

WHEREAS, Centralina Regional Council is one of 16 regional councils in North Carolina, authorized by the General Assembly to address regional issues and opportunities by offering planning, coordination, program management, advocacy, and technical assistance services; and

WHEREAS, Centralina's Charter notes that the organization was created for the region's local governments to "consult among themselves to act in concert and to jointly exercise the powers of local government with reference to regional matters affecting health, safety, welfare, education, transportation, recreation, economic conditions, regional planning or regional development"; and

WHEREAS, Centralina attorneys from Shumaker, Loop, and Kendrick have advised that this statement in the Centralina Charter indicates that the organization performs an "essential government function" consistent with Internal Revenue Code Section 115(1), which specifies tax exemption for income derived from such a function; and

WHEREAS, Centralina's income is not exempt from federal income tax under Internal Revenue Code Section 115(1), however, because the Charter and Bylaws do not specifically prohibit a private party from benefitting or having an interest in the organization's earnings or assets; and

WHEREAS, Centralina attorneys have advised that Centralina's income will be eligible for a federal income tax exempt status if the organization amends its Charter and Bylaws to explicitly provide that no private party may benefit or have an interest in Centralina's earnings or assets, and that upon dissolution, those assets will be distributed solely to Centralina member governments.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Delegates of Centralina Regional Council amends the organization's Charter Resolution as follows (underlining indicates additions and strikethroughs indicate deletions):

ITEM IX, Section J:

No private party may benefit or have an interest in Centralina's earnings or financial assets.

...

ITEM XII, Section B:

The Council may be dissolved at the end of any fiscal year only (1) upon adoption of a dissolution resolution by three-fourths of the governing bodies of all governmental units, or (2) the withdrawal from the Council of all but one of the member governmental units. ~~If such dissolution is effected by resolution of the member governments, such resolution shall specify the method of liquidating~~



the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, Upon dissolution, the Council's financial assets will be distributed solely to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

BE IT FURTHER RESOLVED, that Centralina Regional Council amends its Bylaws as follows (underlining indicates additions):

Article X: Financial

G. Financial Interest and Distribution of Assets: No private party may benefit or have an interest in the Council's earnings or financial assets. Upon dissolution of the Council, its financial assets will be distributed solely to the member governments that paid the latest annual assessment and in the same proportion.

Adopted this 9th day of February, 2022.

A handwritten signature in blue ink, reading "Bobby Compton", written over a horizontal line.

Bobby Compton, Centralina Regional Council Board Chairman

ATTEST:

A handwritten signature in black ink, reading "Kelly Weston", written over a horizontal line.

Kelly Weston, Clerk to the Board

CENTRALINA COUNCIL OF GOVERNMENTS

CHARTER RESOLUTION

REVISED AND RESTATED JULY, 1989

WHEREAS, the undersigned governmental units of the State of North Carolina, together with the other county and municipal governmental units in North Carolina or a state adjoining North Carolina hereafter adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves to act in concert and to jointly exercise the powers of local government with reference to regional matters affecting health, safety, welfare, education, transportation, recreation, economic conditions, regional planning or regional development; now therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Parts 1 and 2, the following Resolution is hereby adopted for the establishment of a regional council of governments and for the joint exercise of any power, function, public enterprise, right, privilege or immunity of local government by and through this regional council and its member governmental units, all to the extent and in the manner authorized or permitted by Article 20 of Chapter 160A of the General Statutes of North Carolina entitled "Interlocal Cooperation".

ITEM I

Short Title - Binding Effect: This Resolution shall be hereafter referred to as the "Charter" of the Centralina Council of Governments; and said Charter, together with all amendments thereto, shall be binding upon and shall inure to the benefit of all governmental units who are now or hereafter become its members.

ITEM II

Name: The name of the regional council of governments hereby established shall be the **CENTRALINA COUNCIL OF GOVERNMENTS**, and shall be hereinafter referred to herein as the "Council".

ITEM III

Membership:

A. The initial membership of this Council of Governments shall consist of the following governmental units who are presently members of the Council and such additional units of local government admitted in accordance with the provisions of this Charter:

Albemarle	Indian Trail	Pineville
Belmont	Iredell County	Ranlo
Bessemer City	Kannapolis	Richfield
Cabarrus County	Landis	Rockwell
Charlotte	Lincoln County	Rowan County
Cherryville	Lincolnton	Salisbury
China Grove	Locust	Spencer
Cleveland	Lowell	Spencer Mountain
Concord	Marshville	Stallings
Cornelius	Matthews	Stanfield
Cramerton	McAdenville	Stanley
Dallas	Mecklenburg County	Stanly County
Davidson	Monroe	Statesville
Gaston County	Mooresville	Troutman
Gastonia	Mount Holly	Union County
Granite Quarry	Mount Pleasant	Waxhaw
Harmony	New London	Weddington
Harrisburg	Norwood	Wingate
High Shoals	Oakboro	
Huntersville		

B. Any municipal or county government which is not an initial member of the Council, including any municipal or county government in a state adjoining North Carolina (where permitted by the laws of said adjoining state) may join the Council by ratifying or adopting this Charter and upon the majority vote of the existing members. Notice of such application for admission shall be given each member in the manner prescribed by the Council Bylaws at least ten (10) days prior to the date of the meeting at which the vote is to be taken.

C. All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council; and "delegates" as used in this Charter shall, unless otherwise provided, include alternate delegates duly designated by a member government.

ITEM IV

Purpose and Functions: The Council hereby established shall be a voluntary organization of local governmental units organized and existing to (1) provide a framework within which matters affecting the health, safety, welfare, education, recreation, economic conditions, transportation, water quality and solid waste, regional planning or regional development of and for the citizens within the member governmental units may be studied and discussed, and concerning which solutions or recommendations are proposed; (2) to implement courses of action relating to the matters within its jurisdiction through the joint exercise or contractual exercise by one unit for other units of any power, function, right, privilege or

immunity of local government; (3) to promote intergovernmental cooperation, communication and planning; and (4) to review, upon the request of state, federal or local governments, or agencies thereof, applications for grants or funds for projects affecting citizens within the members' jurisdictions.

ITEM V

Representation:

A. Each member governmental unit shall be represented in the Council by one delegate or in the absence of such delegate by a designated alternate, if any. All delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governments in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner prescribed by the Bylaws of the Council. Each governmental unit may designate any number of alternate delegates.

B. The term of office of each delegate shall commence upon the selection and certification of the delegate to the Council by the respective member government; and such delegate shall continue to represent the member government until a successor delegate is certified, unless the delegate shall sooner resign, cease to be an elected member of said governing body, or be removed as a delegate by said governing body, in which case his term shall expire on the effective date of such event. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may be permitted to vote in any matter. The members shall also appoint and certify a successor to fill any vacancy created by the death, removal, resignation, or ineligibility of a delegate (but not an alternate), but an alternate may represent a member until such successor delegate is appointed and certified.

ITEM VI

Voting and Quorum Requirements:

A. Except as provided in paragraph D of this Item, each member governmental unit shall be entitled to one vote on all matters coming before the Council or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his absence, by an alternate delegate of the member government.

B. A quorum shall be present for the transaction of business of the Council at any meeting at which there is representation of either (a) a majority of all the member governmental units or (b) fifty percent (50%) of the county member governmental units and thirty percent (30%) of the total number of member municipal governmental units.

C. The affirmative vote of a majority of representatives present at any meeting at which a quorum was present shall be required for any action or recommendation of the Council or any committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters. Voting shall be by voice, a show of hands or, upon the request of any three delegates, by a poll of the delegates.

D. Any member governmental unit shall be entitled to request that any matter requiring a vote of the Council be considered by weighted voting in accordance with the following procedures:

1. A request for weighted voting must be made after the motion is made and before any vote on the motion is taken.

2. The vote on any matter appearing on the written agenda for the meeting, and upon which weighted voting has been requested, must be taken at that meeting unless the vote is postponed by a two-thirds non-weighted vote of the delegates.

3. Each member governmental unit shall be entitled to cast one vote for each 50,000 residents of its jurisdiction (or portion thereof) as determined by the census used in assessing members' dues for the current fiscal year. A simple majority of the votes cast shall be required for passage of any motion unless the Charter or Bylaws require a larger affirmative vote on particular matters.

4. Anything contained in these weighted voting procedures to the contrary notwithstanding, if on any motion utilizing weighted voting any three (3) county member governments shall cast negative votes, the motion shall fail unless the motion would have carried without the use of weighted voting.

5. All votes on issues where weighted voting is requested shall be taken by a poll of the delegates.

ITEM VII

Withdrawal: Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least six (6) months prior to the end of the fiscal year.

ITEM VIII

Powers and Duties of the Council: Within the limits of funds and personnel available, the Council:

A. Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may hereafter from time to time authorize this Charter to confer upon the Council, including, but not limited to, all of

the specific powers enumerate in Section 160A-475 (and any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference. Similarly, to the

extent applicable, any powers authorized hereafter by the General Assembly of a state adjoining North Carolina may be exercised by the Council with respect to interstate activities or functions.

B. Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:

1. To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning members shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member to representation on any particular committee granted hereinabove is asserted, the Chairman of the Council shall designate the membership of all committees.

2. To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in this Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other state, or any agency thereof, the Federal Government and its agencies, any municipality or county or agency thereof, the Federal Government and its agencies, any municipality or county or other governmental or quasi-governmental unit or agency (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants, or services, received from any source, to or for any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.

3. To meet with, consult with, contract with or act in concert with any county or municipality or any agency of any state, the federal government, any civic organization, or private organization in the furtherance of the purposes and objects within its jurisdiction.

4. To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with and pursuant to the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto), entitled "Interlocal Cooperation".

5. To contract with any government entity or agency, or any other person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available funds; and to purchase and own such personal property, equipment, vehicles and furnishings as may be authorized or for which funds may be appropriated.

6. To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter or the laws of North Carolina.

7. To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health, safety, welfare, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions pursuant to which such agency is established, consistent with the powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to, the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with this Charter.

8. To contract with other units of local government, as that term is defined in G.S. 160A-460, to provide for administrative, planning, procurements or other services, including administration of grants from local, state and federal agencies, in order to promote and encourage interlocal cooperation authorized under G.S. 160A-461.

ITEM IX

Financial:

A. The general operating expenses of the Council shall be paid from funds paid to the Council by each member governmental unit. The annual contribution of each member governmental unit shall be based upon the duly adopted budget for such year and shall be assessed on the basis of the population for each member. For the purpose of determining the current population of each governmental unit, the Council shall use either (1) the Population Estimates for North Carolina Municipalities and Counties prepared by the United States Bureau of the Census and the North Carolina Office of State Budget and Management and published from time to time or (2) the official 10 year census figures. The current population estimates are the most recent estimates available using either (1) or (2) above, on the date the annual dues for member governments is determined by the Council.

B. All expenditures of the Council for special projects of the Council or any committee thereof or for performance of contractual services for non-member units of local government shall be made from revenues paid to the Council by the governmental units directly involved in such projects. All such revenues shall be credited to a special revenue account and all expenditures made at the completion of any project or contract. In no case shall other general fund revenues be used to pay any special project costs which do not reasonably involve or benefit the entire Council. In the event payments made by other units of local government exceed or are less than the actual cost of a special project, the excess shall be refunded to and the deficit paid by the units of local governments affected thereby.

C. The budget for the Council for each fiscal year and the assessment of each member shall be adopted by the affirmative vote of at least seventy-five percent (75%) of the representatives present at a meeting at which a quorum was present, provided notice of such vote has been given in accordance with the Bylaws, and provided further said notice is accompanied by a copy of the proposed budget and assessment.

D. The budget for the Council and the assessment for each member governmental unit shall be adopted by the Council no later than April 15th of each year. Provided, the Council shall publish and deliver to the delegates a budget estimate, indicating each member governmental unit's estimated share thereof, on or before March 31st of each year, if the actual budget shall not have been adopted by that date.

E. The budget, once adopted, may be amended by the affirmative vote of at least seventy-five percent (75%) of the representatives present at a meeting at which a quorum was present, provided notice of such vote has been given in accordance with the Bylaws, and provided, further, said notice shall state in detail the proposed terms of the amendment and the reasons therefor.

F. The annual assessment for each member governmental unit shall be payable on or before August 1st of each year and shall be delinquent thereafter. Any member of the Council which becomes delinquent in the payment of its annual assessments shall lose all rights and privileges of Council membership during such a period of delinquency. Any new member shall pay the full annual assessment for the current fiscal year regardless of its date of admission.

G. All revenues paid to the Council by member governmental units and all other sources whatsoever shall be deposited in the general fund of the Council, and separate revenue and expenditure accounts shall be maintained for each phase of operation of the Council to the extent required by sound accounting practices, to include, but not to be limited to, such accounts for the general operating expenses of the Council and each special project undertaken by the Council or any committee thereof.

H. The general operating expenses of the Council shall include, but are not necessarily limited to: providing meeting and office space or other such physical facilities needed by the

Council or any committee thereof; providing compensation for the director and other administrative personnel of the Council; providing the necessary legal and accounting or other professional services; providing furniture, equipment, vehicles and supplies, paying special consultants, temporary employees and contractors duly authorized by the Council; reimbursing authorized expenses of Council employees.

I. Unless the Council shall otherwise provided by resolution, any surplus funds in the general operating expense account at the close of any fiscal year shall be credited as additional revenue for budget purposes for the following fiscal year. All other funds shall be held and disbursed as otherwise herein provided or as directed by the contributing source.

ITEM X

Compensation and Expenses of Delegates:

A. Except for the Chairman of the Council, a delegate, and in his absence, an alternate delegate may receive, if the Bylaws so provide, up to \$40.00 for each regular or special meeting of the Council and Executive Committee attended, not to exceed \$500.00 during any fiscal year. Such Bylaws may also provide that actual travel expenses, not to exceed twenty-five cents (\$.25) per mile, may be paid to each delegate, and in his absence to one alternate delegate, for attending any meeting of the Council or any committee meeting. The Chairman of the Council shall receive \$200.00 per month as compensation for his services to the Council.

B. For travel on any authorized business of the Council, other than to attend Council or committee meetings, delegates shall be reimbursed for their actual expenses, as approved by the Council.

ITEM XI

Severability: If any Item, paragraph, sentence or phase of this Charter shall be declared by any court of competent jurisdiction to be in violation of the laws of this State or, where applicable, of the laws of any other state, such provisions of this Charter shall be considered to be severable, as to the member or members affected, and the validity of the remaining portion of the Charter shall not be affected.

ITEM XII

Amendment of Charter and Dissolution of Council:

A. The Council may formally recommend to the member governments a resolution to amend the Charter by affirmative vote of at least three-fourths of the representatives present at any meeting at which a quorum was present, provided notice of such vote has been given in

accordance with the Bylaws. Said amendment shall become effective when the resolution has been duly adopted by three-fourths of the member governmental units.

B. The Council may be dissolved at the end of any fiscal year only (1) upon adoption of a dissolution resolution by three-fourths of the governing bodies of all governmental units, or (2) the withdrawal from the Council of all but one of the member governmental units. If such dissolution is effected by resolution of the member governments, such resolution shall specify the method of liquidating the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

ITEM XIII

Effective Date: The effective date of this Restated Charter shall be July 1, 1989, as to the current membership; and as to all subsequent members, this Chapter shall be effective on the date of its adoption by the governing body of such governmental unit or the date such member's application was approved, whichever shall be later.

THE FOREGOING CHARTER RESOLUTION (as amended) was duly adopted by all member jurisdictions and was effective July 1, 1989.


A. R. Sharp, Executive Director



**A RESOLUTION RATIFYING THE UPDATED CHARTER OF
CENTRALINA REGIONAL COUNCIL**

WHEREAS, Cabarrus County is a member of Centralina Regional Council (Centralina), a council of governments serving the needs of the nine-county region that includes Anson, Cabarrus, Gaston, Lincoln, Iredell, Mecklenburg, Rowan, Stanly and Union counties; and

WHEREAS, on February 9, 2022, the Centralina Board of Delegates adopted a resolution amending the organization's Charter to add language prohibiting private entities from benefitting from or having an interest in the organization's earnings or assets; and

WHEREAS, each member government must endorse the Charter as Centralina's governing document.

NOW, THEREFORE, BE IT RESOLVED by the Cabarrus County Board of Commissioners, that Cabarrus County hereby ratifies the amended Centralina Regional Council Charter.

Adopted this 18th day of July, 2022.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

BOC - Voting Delegate Designation for NCACC 115th Annual Conference and NCACC Legislative Goals Conference

BRIEF SUMMARY:

The NCACC's 115th Annual Conference Business Session will be held in Cabarrus County on Saturday, August 13, at 2 pm, with each county entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

The NCACC's Legislative Goals Conference will be held over two days, November 16-17, in Wake County. Delegates will vote on the slate of goal proposals that have been thoroughly vetted with the final slate of proposals to be brought before the Association's membership in November.

In order to facilitate the voting process, the NCACC asks that each county designate one voting delegate and one alternate voting delegate. The deadline to submit voting delegate designations is by close of business on August 5, 2022.

REQUESTED ACTION:

Motion to designate a voting delegate and alternate voting delegate to represent Cabarrus County at the NCACC 115th Annual Business Session in Cabarrus County on Saturday, August 13, 2022.

Motion to designate a voting delegate and alternate voting delegate to represent Cabarrus County at the NCACC Legislative Goals Conference on November 16-17, 2022 in Wake County.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Lauren Linker, Clerk to the Board

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY**BOARD OF COMMISSIONERS
WORK SESSION****July 5, 2022
4:00 PM****AGENDA CATEGORY:**

Discussion Items for Action

SUBJECT:

Budget - Rental Increase for the Cabarrus County Human Services Center Building in Kannapolis

BRIEF SUMMARY:

There has not been a rental increase for the Cabarrus County Human Services Center building in Kannapolis since June 2012. Pursuant to lease agreement between Kannapolis Land, Inc. (Landlord) and Cabarrus County (Tenant), the annual Base Rent is to increase by the percentage increase in the Consumer Price Index (CPI) during the period June 1, 2012 to May 31, 2022. The CPI increased by 27.37% during that ten-year period. Accordingly, commencing June 1, 2022, the monthly base rent increased from \$59,810.37 to \$76,180.47. For Fiscal Year 2023 that amounts to a total increase of \$196,443. This increase was not included in the FY23 Budget. We did not receive the calculated increase till after the FY23 budget was finalized.

REQUESTED ACTION:

Motion to approve a budget amendment in the amount of \$196,443 from contingency funds to cover this rental increase.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Rosh Khatri, Budget Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Rental Increase Notification
- ▣ Budget Amendment

JUN 17 2022



♦ HUGHES ♦
COMMERCIAL REAL ESTATE DEVELOPMENT

June 13, 2022

Cabarrus County
65 Church Street S
Concord, NC 28025

Attention: Mike Downs, County Manager

Dear Mike:

Re: Rental Increase – 1303 S Cannon Blvd., Kannapolis

I hope that you and your staff are well, and that you have navigated through the pandemic safely.

You may recall that there has not been a rental increase for the premises occupied by the Cabarrus County Human Services Center since June 2012. Pursuant to section 2 of the Agreement for Extension and Fourth Amendment to Lease between Kannapolis Land, Inc. (Landlord) and Cabarrus County (Tenant) dated August 19, 2020, the annual Base Rent for the Fourth Extended Term is to increase by the percentage increase in the Consumer Price Index during the period June 1, 2012 to May 31, 2022. The percentage increase during that ten year period is 27.37% (please see my calculations attached). Accordingly, commencing June 1, 2022, the monthly installment of Base Rent shall increase from \$59,810.37 to \$76,180.47.

If you have any questions, then please do not hesitate to contact me.

Yours very truly,

Theresa C. Rowe

HUGHES INVESTMENTS, INC.
POST OFFICE BOX 1177 ♦ GREENVILLE, SOUTH CAROLINA 29602
TELEPHONE (864) 242-2100
FACIMILE (864) 242-2989



Databases, Tables & Calculators by Subject

Change Output Options:

From: 2012 ▼ To: 2022 ▼ [GO](#)☐ include graphs ☐ include annual averages[More Formatting Options](#) ➔

Data extracted on: June 13, 2022 (4:37:38 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296									

$$\left(\frac{292.296 - 229.478}{229.478} \right) \times 100 = 27.37\%$$

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington,
DC 20212-0001

Telephone: 1-202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)

$$\$717,724.44 \times 1.2737 = \$914,165.62$$

Budget Revision/Amendment Request

Date: July 18, 2022

Amount: 196,443.00

Dept. Head: Rosh Khatri

Department: CMO

☐ Internal Transfer Within Department

☒ Transfer Between Departments/Funds

☐ Supplemental Request

Rent increase for the Cabarrus County Human Services Center building in Kannapolis

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	5240-9401	Building and Equipment Rentals	29,121.00	7,018.00		36,139.00
001	9	5610-9401	Building and Equipment Rentals	699,835.00	168,651.00		868,486.00
001	9	1910-9401	Building and Equipment Rentals	103,906.00	20,774.00		124,680.00
001	9	1910-9660	Contingency	2,809,394.00		196,443.00	2,612,951.00
							0.00
							0.00
							0.00
							0.00

Total 3,642,256.00

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

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Donate Law Enforcement Vehicles to the Town of Midland

BRIEF SUMMARY:

The County has a longstanding agreement with the Town of Midland to provide law enforcement services. Two new vehicles were recently purchased by the County for the provision of services. The Town will fully reimburse the County for the cost of the vehicles. This action will donate the two vehicles to the Town so they can insure them through the North Carolina League of Municipalities at their desired level. The County is unable to obtain comparable insurance in the private marketplace.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure due to time constraints.

Motion to approve the donation of County Assets 8743 and 8744 to the Town of Midland.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Rodney Harris, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Finance Authority Revisions

BRIEF SUMMARY:

North Carolina General Statute 159-25(b) requires all checks or drafts on an official depository to be signed by the finance officer or a properly designated deputy finance officer and countersigned by another official of the local government. This item will designate the Finance Officer and County Manager positions as the official signature authorities for the County.

With the departure of Wendi Heglar, signatures on the County's Bank Accounts and designated Finance Officer will need to change to incoming Director James Howden.

REQUESTED ACTION:

Motion to designate the Finance Officer and County Manager positions as signature authorities for checks or drafts; authorize the Finance Officer and County Manager to sign appropriate financial institution signature cards and resolutions; and appoint incoming Finance Director James Howden.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Rodney Harris, Deputy County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Fund Balance Appropriation for Cabarrus County Schools

BRIEF SUMMARY:

Pursuant to North Carolina General Statute 115C-433, the Board of Education may amend their budget to transfer money to or from the capital outlay fund to or from any other fund, with the approval of the Board of County Commissioners. On June 27, 2022 the Board of Education adopted a resolution requesting approval to utilize fund balance for turf field and track improvements at Concord and Mount Pleasant High Schools.

REQUESTED ACTION:

Motion to suspend the rules of procedures.

Motion to approve the request as presented and adopt the resolution.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Rodney Harris, Deputy County Manager
Carol Herndon, Chief Financial Officer

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Request Letter
- ▢ Resolution



June 27, 2022

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

Re: Field and Track Improvement, Concord High School and Mt. Pleasant High School

Dear Board of Commissioners:

On April 11, 2022, the Cabarrus County Schools Board of Education approved field and track improvements (football field and track turf fields/surfaces) at the abovementioned high schools. While the need for these field and track improvements was not included in the initial 2021-2022 Budget Resolution (due a lack of confirmed funding at that time), these projects were summarized in the District's CIP needs communicated throughout the 2021-2022 budget process.

The Board of Education intends to fund these field and track improvements with general fund balance. In accordance with *G.S. § 115C-433. Amendments to the budget resolution; budget transfers*, the Board of Education requests approval to transfer \$3,578,656.00 from local general fund (fund balance) to local capital outlay fund. Related expenditures will be recorded to object code 522, General Contract. Please consider approving the attached related resolution at your July 5, 2022 meeting.

Sincerely,

Mrs. Holly Grimsley
Board of Education, Chairwoman
Cabarrus County Board of Education

Cc: Mr. Rob Walter, Mrs. Carolyn Carpenter, Ms. Laura Blackwell, Mrs. Keshia Sandidge,
Mrs. Denise Adcock, Mr. Tim Furr

FUND BALANCE TRANSFER RESOLUTION

WHEREAS, North Carolina General Statutes, Chapter 115C Article 31 section 433(d) states:

"The board of education may amend the budget to transfer money to or from the capital outlay fund to or from any other fund, with the approval of the board of county commissioners, to meet emergencies unforeseen and unforeseeable at the time the budget resolution was adopted "

WHEREAS, Cabarrus County Schools has field and track improvement projects at two high schools (Concord High School and Mt. Pleasant High School) that were not included in the initial 2021-2022 Budget Resolution due to a lack of confirmed funding at that time.

WHEREAS, Cabarrus County Schools Board of Education approved these projects on April 11, 2022 with the intention to fund with general fund balance.

THEREFORE, BE IT RESOLVED, that the Cabarrus County Board of Commissioners hereby authorize Cabarrus County Schools to transfer the sum of \$3,578,656.00 from its Current Expense Fund Balance to its Capital Outlay Fund to use for the aforementioned capital projects.

Adopted on this 5th day of July, 2022.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

County Manager - Retention Payment for Cabarrus Health Alliance Employees

BRIEF SUMMARY:

In gratitude for their continued service and sacrifice, it has been proposed to provide a one-time retention payment to Cabarrus Health Alliance employees using federal funds based on the following:

The categories or tiers for **full time** employees are:

- Hired before March 30, 2020 (\$5,000)
- Hired between March 30, 2020 and March 30, 2021 (\$2,000)
- Hired after March 30, 2021 but by February 28, 2022 (\$1,000)

Part time employees:

- Hired before March 30, 2020 (\$1,000)
- Hired between March 30, 2020 and March 30, 2021 (\$500)
- Hired after March 30, 2021 but by February 28, 2022 (\$250)

The one-time payments would be prorated based on pandemic service time, and whether the employee is full or part-time. Prior bonus amounts provided to employees through other funding sources would also be deducted from the one-time payments.

The estimated cost is approximately \$800,000. Roughly \$1.3 million remains unallocated from the County's American Rescue Plan allotment.

REQUESTED ACTION:

Motion to approve one-time retention payments for full and part-time Cabarrus Health

Alliance employees and to approve the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - American Rescue Plan Act Funds for Habitat for Humanity

BRIEF SUMMARY:

Habitat for Humanity received an additional \$500,000 for critical home repair at the April 19, 2022 Board meeting from American Rescue Plan Act funds. They are requesting additional flexibility in their budget. The budget request for approval is attached showing the original budget and the requested budget.

REQUESTED ACTION:

Motion to approve using American Rescue Plan Act Funds for Habitat for Humanity per the updated budget request.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Updated budget request
- ▣ Contract

Habitat for Humanity Cabarrus County is asking for an adjustment to our budget based on final approved allocation. Most expenses, apart from some indirect costs, will fall within the Qualified Census Tract.

Exhibit C: Approved Budget

Expense	11/1/2021 to 10/31/2022	11/1/2022 to 10/31/2023	Total
New construction	81,000	81,000	162,000
Critical repairs	55,641	55,641	111,282
Indirect costs	20,000	20,000	40,000
Land	75,000	75,000	150,000
Grand Total	231,641	231,641	463,282

Updated Proposed Addendum (as of 5/18/2022)

Exhibit C: Approved Budget

Expense	11/1/2021 to 10/31/2022	11/1/2022 to 10/31/2023	Total
New construction	200,000	250,000	450,000
Critical repairs	116,641	116,641	233,282
Indirect costs	40,000	40,000	80,000
Land	75,000	125,000	200,000
Grand Total	481,000	581,000	963,282



American Rescue Plan Act Subaward Agreement
Between
Cabarrus County, North Carolina
and
Habitat for Humanity Cabarrus County, Inc.

Article I. Overview.

Section 1.1. Parties. The parties to this agreement are Cabarrus County, North Carolina, a body politic and political subdivision of the State of North Carolina ("County") and Habitat for Humanity Cabarrus County, Inc., a North Carolina non-profit corporation ("Subrecipient").

Sec.1.2. Roles. For the purposes of this Agreement, the County serves as the pass-through entity for a federal award and the Subrecipient serves as the recipient of a subaward.

Sec. 1.3. Source of Funding. This subaward is funded by a portion of the just over \$42 million dollars Cabarrus County received from the Coronavirus Local Fiscal Recovery Fund created under section 603 of the American Rescue Plan Act (ARPA).

Sec. 1.4. Purpose. The purpose of this agreement is to establish the terms and conditions for the subaward allocated to the Subrecipient from the County, a grantee of the U.S. Department of Treasury, which oversees the Coronavirus Local Fiscal Recovery Fund.

Sec. 1.5. Disclosures. Federal regulations require the County to provide the Subrecipient with specific information about this subaward.¹ All required information is listed in Exhibit A (Subaward Data).

Sec. 1.6. Term. This Agreement shall govern the performance of the parties for the period October 19, 2021 (the "Effective Date") through October 31, 2024, unless earlier terminated by either party in accordance with the terms of this Agreement (such period of performance, the "Agreement Term").

Article II. Scope of Funded Activities.

Sec. 2.1. Scope of Services. Subrecipient shall perform all activities described in the scope of activities, attached hereto as Exhibit B (Approved Activities).

Sec. 2.2. Budget. The Subrecipient must perform the Approved Services in accordance with the program budget as approved by the County and attached hereto as Exhibit C (Approved Budget).

¹ 2 CFR 200.331(a)(1).

Sec. 2.3. Prior Approval for Changes. The Subrecipient may not transfer allocated funds among cost categories within a budgeted program account without the prior written approval of the County; nor shall the Subrecipient make any changes, directly or indirectly, in program design or in the Approved Activities or in the Approved Budget without the prior written approval of the County.

Article III. Compensation.

Sec. 3.1. Payment of Funds. Cabarrus County agrees to reimburse the Subrecipient for costs actually incurred and paid by the Subrecipient in accordance with the Approved Budget and for the performance of the Approved Activities under this Agreement in an amount not to exceed **\$463,282** (the “Total Agreement Funds”). The amount of Total Agreement Funds, however, is subject to adjustment by the County if a substantial change is made in the Approved Activities that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement. Program funds shall not be expended prior to the Effective Date or following the earlier of the expiration or termination of this Agreement. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Activities and may not exceed the maximum limits set in the Approved Budget. Expenses charged against the Total Agreement Funds shall be incurred in accordance with this Agreement.

Sec. 3.2. Invoices. On or before the twentieth (20th) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, the Subrecipient shall submit invoices, in a form supplied by the County, for the most recent month ended, to the County, setting forth actual expenditures of the Subrecipient in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, the County may disapprove the requested compensation. If the compensation is so disapproved, the County shall notify the Subrecipient as to the disapproval. If the County approves payment, then the County will disburse the funds without further notice.

Sec. 3.3. Contingency. The payment of funds to the Subrecipient under the terms of this Agreement shall be contingent on the receipt of such funds by the County from applicable federal funding sources and shall be subject to the Subrecipient’s continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that the County receives from federal funding sources is reduced, the County may reduce the amount of funds awarded under, or to terminate, this Agreement. The County also may deny payment for the Subrecipient’s expenditures for Approved Activities where invoices or other reports are not submitted by the deadlines specified in Section 3.2 and Section 4.4.

Article IV. Financial Accountability and Grant Administration.

Sec. 4.1. Financial Management. The Subrecipient must maintain a financial management system and financial records and administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000. The Subrecipient shall adopt such additional financial management procedures as may from time to time be prescribed by the County if required by applicable laws, regulations or guidelines from its federal and state government funding sources. The Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.

Sec. 4.2. Limitations on Expenditures. The County may not reimburse or otherwise compensate the Subrecipient for any expenditures incurred or services provided prior to the Effective Date or following the earlier of the expiration or termination of this Agreement. The County shall only reimburse the Subrecipient for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of activities described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with established the County and Subrecipient procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

Sec. 4.3. Indirect Cost Rate. Exhibit A (Subaward Data) contains information on the County's indirect cost rate under its grant from the Department of Treasury. The indirect cost rate information, if any, indicated in Exhibit C (Approved Budget) shall apply to this Agreement.

Sec. 4.4. Financial and Other Reports. The Subrecipient must submit to the County such reports and back-up data as may be required by the Federal Government or the County, including such reports which enable the County to submit its own reports to the Department of Treasury and the reports required in accordance with the following schedule:

<u>REPORT</u>	<u>DEADLINE</u>
Performance Report	15 th of each month
Financial Report	15 th of each month

This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Subrecipient is required to submit to the County following the expiration or termination of this Agreement.

Sec. 4.5. Improper Payments. Any item of expenditure by the Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the County, the Department of Treasury, or other federal instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Subrecipient, shall become the Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by the County under this Agreement or any other agreements between the County and the Subrecipient. This provision shall survive the expiration or termination of this Agreement.

Sec. 4.6. Audited Financial Statements. In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, the Subrecipient must comply with the federal audit requirements contained in the Uniform Guidance, 2 CFR Part 200, including the preparation of an audit by an independent Certified Public Accountant in accordance with the 31 U.S.C. §§ 7501 et seq., and with Generally Accepted Accounting Principles. If the Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by the County and appropriate officials of the Federal Government, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. The Subrecipient shall provide the County with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and

management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of the Subrecipient's most recently ended fiscal year.

Sec. 4.7. Closeout. Final payment request(s) under this Agreement must be received by the County no later than thirty (30) days after the earlier of the expiration date or termination date of this Agreement. The County will not accept a payment request submitted after this date without authorization from the County. In consideration of the execution of this Agreement by the County, the Subrecipient agrees that acceptance of final payment from the County will constitute an agreement by Subrecipient to release and forever discharge the County, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to the County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the County. Such requirements shall include submitting final reports to the County and providing any closeout-related information requested by the County by the deadlines specified by the County. This provision shall survive the expiration or termination of this Agreement.

Article V. Compliance with Grant Agreement and Applicable Laws.

Sec. 5.1. In general. Subrecipient shall perform all activities funded by this Agreement in accordance with this Agreement, the award agreement between the County and the Department of Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from the Subrecipient's current policies and practices. The County will assist the Subrecipient to comply with all applicable requirements. However, the Subrecipient will be ultimately responsible for ensuring its compliance with applicable requirements.

Sec. 5.2. Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing this grant, including the following:

- (1) **Authorizing Statute.** Section 603 of the *Social Security Act* (42 U.S.C. 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2).
- (2) **Implementing Regulation.** Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 FR 26786, May 17, 2021), and other subsequent regulations implementing Section 603 of the *Social Security Act* (42 U.S.C. 803).
- (3) **Guidance.** Applicable guidance documents issued by the Department of Treasury, including *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*²;

Sec. 5.3. Federal Grant Administration Requirements. The Subrecipient must comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 CFR Part 200, as adopted by the Department of Treasury at 2 CFR Part 1000. These requirements control how the Subrecipient may administer this grant and how the County must oversee the Subrecipient.

Sec. 5.4. Procurement Requirements.

² <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

(a) **Federal.** Subrecipient must have and use documented procurement procedures, consistent with state, local, and tribal laws and regulations and the standards of 2 CFR 200.318 for the acquisition of property or services required under this Agreement. The Subrecipient's documented procurement procedures must conform to the procurement standards identified in Subpart D of 2 CFR Part 200 (Procurement Standards).³ Such standards include, but are not limited to, the following:

- (1) All procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only if either (1) the item is below the micro-purchase threshold; (2) the item is only available from a single source; (3) the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; (4) or after solicitation of a number of sources, competition is determined inadequate.⁴
- (2) The Subrecipient must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.⁵
- (3) The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in conformance with 2 CFR 200.318(c). Subrecipient must disclose in writing to the County any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.
- (4) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.⁶
- (5) Subrecipient must "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."⁷

(b) **County requirements.** In addition to the requirements described in subsection (a), the Subrecipient must comply with the following:

- (1) **Reporting.** Subrecipient must document, in its quarterly report to the County, the status of all contracts executed under this Agreement.
- (2) **County review of solicitations.** Except for procurements by micro-purchases pursuant to 2 CFR 200.320(a) or procurements by small purchase procedures pursuant to 2 CFR 200.320(b), if Subrecipient subcontracts any of the work required under this Agreement, then Subrecipient shall forward to the County a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to Subrecipient within three (3) business days. Consistent with 2 CFR 200.324, the County will review the solicitation for compliance with applicable procurement standards. The County's review and comments shall not constitute a binding approval of the solicitation. Regardless of the County's review, Subrecipient

³ 2 CFR 200.318(a).

⁴ 2 CFR 200.320(c)(1)-(3) and (5).

⁵ 2 CFR 200.318(b).

⁶ 2 CFR 200.321.

⁷ 2 CFR 200.318(i).

remains bound by all applicable laws, regulations, and agreement terms. If during its review the County identifies any deficiencies, then the County will communicate those deficiencies to Subrecipient as quickly as possible within the three (3) business day window outlined above.

- (3) **County review of contracts.** Except for procurements by micro-purchases pursuant to 2 CFR 200.320(a), if Subrecipient chooses to subcontract any of the work required under this Agreement, then Subrecipient must forward to the County a copy of any contemplated contract prior to contract execution. The County shall review the unexecuted contract for compliance with applicable requirements and provide comments, if any, to the Subrecipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. The County's review and comments shall not constitute an approval of the contract. Regardless of the County's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the County identifies any deficiencies, then the County will communicate those deficiencies to the Subrecipient as soon as possible.

Sec. 5.5. Federal Restrictions on Lobbying. Subrecipient must comply with the restrictions on lobbying set forth in 31 CFR Part 21. Pursuant to this regulation, the Subrecipient may not use any federal funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. The Subrecipient must certify in writing that the Subrecipient has not made, and will not make, any payment prohibited by these requirements using the form provided in Exhibit D (Lobbying Certifications).

Sec. 5.6. Universal Identifier and System for Award Management (SAM). Subrecipient must obtain, and provide to the County, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

Sec. 5.7. Equal Opportunity Requirements.

- (a) **Civil Rights Laws.** Subrecipient must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- (b) **Fair Housing Laws.** Subrecipient must comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- (c) **Disability Protections.** Subrecipient must comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- (d) **Age Discrimination.** Subrecipient must comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23,

which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

- (e) **Americans with Disabilities Act.** Subrecipient must comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Sec. 5.8. Suspension and Debarment. Subrecipient must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) at 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Subrecipient represents that neither it, nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance awards or contracts. Subrecipient further agrees that it will notify the County immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

Sec. 5.10. Federal Funding Accountability and Transparency Act of 2006. Subrecipient must provide the County with all information requested by the County to enable the County to comply with the reporting requirements of the *Federal Funding Accountability and Transparency Act of 2006* (31 U.S.C. 6101 note).

Sec. 5.11. Licenses, Certifications, Permits, Accreditation. The Subrecipient must obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the County proof of any licensure, certification, permit or accreditation upon request.

Sec. 5.12. Publications. Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Cabarrus County, North Carolina by the U.S. Department of the Treasury."

Sec. 5.13. Mandatory Contract Provisions. The Subrecipient must include applicable contract provisions provided in Exhibit E (Required Contract Provisions).

Sec. 5.14. E-Verify. Pursuant to G.S. 143-133.3, the Subrecipient and the Subrecipient's contractors must comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

Article VI. Cooperation in Monitoring and Evaluation.

Sec. 6.1. County Responsibilities. The County shall monitor, evaluate, and provide guidance and direction to the Subrecipient in the conduct of Approved Activities performed under this Agreement. The County must determine whether the Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of the Subrecipient to ensure that the Subrecipient has met such requirements. The County may require the Subrecipient to take corrective action if deficiencies are found.

Sec. 6.2. Subrecipient Responsibilities.

- (a) **Cooperation with County Oversight.** The Subrecipient shall permit the County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable grant award, and the Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- (b) **Cooperation with Audits.** The Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of the County, the North Carolina State Auditor, the Department of Treasury, and the U.S. Government Accountability Office. The Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

Sec. 6.3. Records Retention and Access. The Subrecipient must maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) for a period of five years following the date that the County makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. The Subrecipient shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of the County, the North Carolina State Auditor, the Department of Treasury, and the U.S. Government Accountability Office.

Article VII. Default and Termination.

Sec. 7.1. Termination for Cause. The County may terminate this Agreement for cause after three days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with the Requirements of this Agreement.

Sec. 7.2. Termination Without Cause. The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) days prior written notice.

Sec. 7.3. Termination by Mutual Agreement. The County and the Subrecipient may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

Sec. 7.4. Termination Procedures. If this Agreement is terminated, the Subrecipient may not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to the County because of any breach of Agreement by the Subrecipient. The County may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the County from the Subrecipient is determined.

Article VIII. General Conditions.

Sec. 8.1. Indemnification. The Subrecipient agrees to indemnify and hold harmless the County, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Subrecipient in connection with the performance of this Agreement to the extent permitted by law.

Sec. 8.2. Insurance. The Subrecipient must maintain insurance policies with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
a) Workers' Compensation	\$500,000 bodily injury per each accident, \$500,000 bodily injury per disease per employee, \$500,000 bodily injury per disease policy limit
b) General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
c) Automobile Liability	\$1,000,000 per occurrence

The County may require higher limits if warranted by the nature of this Agreement and the type of activities to be provided. PROVIDER must provide the County with a Certificate of Insurance. All Certificates of Insurance will require thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, the Subrecipient must provide the County prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If the Subrecipient fails to provide such notice, the Subrecipient assumes sole responsibility for all losses incurred by the County for which insurance would have provided coverage. The insurance certificate must remain in effect during the term of this agreement.

The Subrecipient must name the County as an additional insured except as to workers compensation insurance and it is required that coverage be placed with an "A" rated insurance company acceptable to the County. If Subrecipient fails at any time to maintain and keep in force the required insurance, the County may cancel and terminate the Agreement without notice.

Sec. 8.3. Venue and Jurisdiction. The County and the Subrecipient agree that they executed and performed this Agreement in Cabarrus County, North Carolina. This Agreement will 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 is the appropriate division of the North Carolina General Court of Justice in Cabarrus County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

Sec. 8.4. Nonwaiver. No action or failure to act by the County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor such action or failure to act constitutes approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Sec. 8.5. Limitation of County Authority. Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the County from exercising or performing any regulatory, policing, legislative, governmental, or other powers of functions.

Sec. 8.6. Severability. If any provision of this Agreement is unenforceable, the remainder of this Agreement will remain enforceable to the extent permitted by law.

Sec. 8.7. Assignment. The Subrecipient may not assign or delegate any of its rights or duties that arise out of this Agreement without the County's written consent. Unless the County otherwise agrees in writing, the Subrecipient and all assigns are subject to all of the County's defenses and are liable for all of the Subrecipient's duties that arise from this Agreement and all of the County's claims that arise from this Agreement.

Sec. 8.8. Integration. 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.

Sec. 8.9. Notices. All notices and other communications required or permitted by this Agreement must be in writing and must be given either by personal delivery, approved carrier, email, or mail, addressed as follows:

(a) If to the County, to:
Rodney D. Harris
Deputy County Manager
PO Box 707
Concord, NC 28026-0707

(b) If to the Subrecipient, to:
Bill Shelton
CEO
Habitat for Humanity Cabarrus County
8 Church St SE
Concord, NC 28025

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly constituted legal representatives and is effective on the last date signed.

CABARRUS COUNTY

By: _____



Michael K. Downs, County Manager

Date: _____

12/1/21

Habitat for Humanity Cabarrus County, Inc.

By: _____



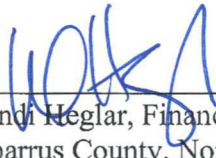
Bill Shelton, CEO

Date: _____

11/22/2021

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

By: _____



Wendi Heglar, Finance Director
Cabarrus County, North Carolina

Date: _____

11/29/21

Exhibit A: Subaward Data

Subrecipient Name	Habitat for Humanity Cabarrus County, Inc.
Subrecipient Unique Entity Identifier:	QRP2BBGZ8CL8
Federal Award Identification Number (FAIN):	SLFRP0347
Federal Award Date of Award to the Recipient by the Federal Agency:	May 19, 2021
Subaward Period of Performance Start Date:	November 1, 2021
Subaward Period of Performance End Date:	October 31, 2024
Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to the Subrecipient:	\$463,282
Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through Entity Including the Current Obligation:	\$463,282
Total Amount of the Federal Award Committed to the Subrecipient by the Pass-Through Entity:	\$463,282
Federal Award Project Description:	Assistance to Households Disproportionately Impacted Populations and Communities
Name of Federal Awarding Agency:	Department of Treasury
Name of Pass-Through Entity:	Cabarrus County, North Carolina
Contact Information for Cabarrus County Authorizing Official:	Michael K. Downs County Manager mkdowns@cabarruscounty.us
Contact Information for County Project Director:	Rodney Harris Deputy County Manager rdharris@cabarruscounty.us
CFDA Number and Name:	21.027- Coronavirus State and Local Fiscal Recovery Funds
Identification of Whether Subaward is R&D:	Not R&D
Subrecipient Indirect Costs:	See <u>Exhibit C</u> – Approved Budget

Exhibit B: Approved Activities

Activities must align to 31 CFR 35.6(b)(12)(ii) for programs or services that address housing insecurity, lack of affordable housing, or homelessness. Expenses in this category must be incurred within a qualified census tract.

Eligible expenses include:

- New home construction within a qualified census tract
- Critical home repairs within a qualified census tract

Habitat for Humanity Cabarrus County is asking for an adjustment to our budget based on final approved allocation. All expenses, apart from some indirect costs, will fall within the Qualified Census Tract.

Exhibit C: Approved Budget

Expense	11/1/2021 to 10/31/2022	11/1/2022 to 10/31/2023	11/1/2023 to 10/31/2024	Total
New construction	40,344	40,344	40,344	121,032
Critical repairs	96,250	96,250	96,250	288,750
Indirect costs	17,834	17,833	17,833	53,500
Grand Total	154,428	154,427	154,427	463,282

**Proposed Addendum
Exhibit C: Approved Budget**

Expense	11/1/2021 to 10/31/2022	11/1/2022 to 10/31/2023	Total
New construction	81,000	81,000	162,000
Critical repairs	55,641	55,641	111,282
Indirect costs	20,000	20,000	40,000
Land	75,000	75,000	150,000
Grand Total	231,641	231,641	463,282

Exhibit C: Approved Budget

Expense	11/1/2021 to 10/31/2022	11/1/2022 to 10/31/2023	11/1/2023 to 10/31/2024	Total
New construction	<u>40,344</u>	<u>40,344</u>	<u>40,344</u>	<u>121,032</u>
Critical repairs	<u>96,250</u>	<u>96,250</u>	<u>96,250</u>	<u>288,750</u>
Indirect costs	<u>17,834</u>	<u>17,833</u>	<u>17,833</u>	<u>53,500</u>
Grand Total	<u>154,428</u>	<u>154,427</u>	<u>154,427</u>	<u>463,282</u>

Exhibit D: Lobbying Certification

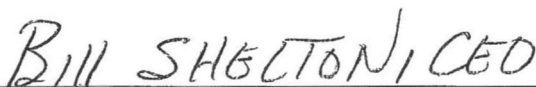
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.


This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Subrecipient's Authorized Official



Name and Title of Subrecipient's Authorized Official



Date

Exhibit E: Required Contract Provisions

1. Remedies

Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.⁸ Although not required for contracts at or below the simplified acquisition threshold, Cabarrus County suggests including a remedies provision.

2. Termination for Cause and Convenience

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Subrecipient, including the manner by which it will be affected and the basis for settlement.⁹

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 41 CFR 60-1.4(b), unless otherwise stated in 41 CFR 60-1.3.¹⁰ For the purposes of this requirement the term “construction work” means “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”¹¹ Each nonexempt prime contractor or subcontractor must include the equal opportunity clause in each of its nonexempt subcontracts.¹²

4. Contract Work Hours and Safety Standards Act

In general, all contracts awarded by Subrecipient of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards. Under 40 U.S.C. 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. 3701 and 29 CFR 5.2.

If applicable per the standard described above, Subrecipient must include the provisions at 29 CFR 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts. In addition to the required language from 29 CFR 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 CFR 5.1, Subrecipient must also insert a clause meeting the requirements of 29 CFR 5.5(c). Specific language is not required, but suggested language is as follows:

⁸ See 2 C.F.R. Part 200, Appendix II(A).

⁹ See 2 C.F.R. Part 200, Appendix II(B).

¹⁰ See 2 C.F.R. Part 200, Appendix II(C).

¹¹ 41 CFR 60-1.3.

¹² 41 CFR 60-1.4(c).

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Federal Government and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the *Clean Air Act* and the *Federal Water Pollution Control Act*. Violations must be reported to the Department of Treasury and the Regional Office of the Environmental Protection Agency (EPA).¹³

The following provides a sample contract clause:

Clean Air Act and Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act*, 42 U.S.C. § 7401 et seq, and *Water Pollution Control Act*, 33 U.S.C. § 1251 et seq.

The contractor agrees to report each violation to [SUBRCIPEINT's NAME] and understands and agrees that the [SUBRCIPEINT's NAME] will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

6. Suspension and Debarment

Subrecipient's contractors and subcontractors are subject to suspension and debarment regulations.¹⁴ The suspension and debarment regulations restrict Subrecipient from entering into a "covered transaction" with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities. Such ineligible parties are generally listed on www.sam.gov. "Covered

¹³ 2 C.F.R. Part 200, Appendix II, § G

¹⁴ 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19.

transactions” include procurement contracts by Subrecipient under this Agreement, as well as certain subcontracts, for goods or services worth \$25,000 or more.¹⁵

Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.¹⁶ The following provides a sample debarment and suspension clause:

Suspension and Debarment.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 31 CFR Part 19. As such, the contractor must verify that none of the contractor’s principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

The contractor must comply with 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by [Name of Subrecipient]. If it is later determined that the contractor did not comply with 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C, in addition to remedies available to by [Name of Subrecipient], the Federal Government may pursue available remedies, such as suspension, debarment, or both.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 31 CFR Part 19, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment

Non-federal entities who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the Federal Government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.¹⁷

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. 1352.

¹⁵ See 2 CFR 180.220.

¹⁶ 2 CFR 180; 2 C.F.R. Part 200, Appendix II, § H.

¹⁷ See 2 CFR Part 200, Appendix II, § I (citing 31 U.S.C. 1352); 31 CFR 21.110.

The following provides a sample contract clause:

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

8. Access to Records

The Subrecipients and its contractors and subcontractors must give the County and the Department of Treasury access to records associated with their awards during the federally required record retention period and as long as the records are retained.¹⁸

The following provides a sample contract clause:

The Contractor agrees to provide [NAME OF SUBRECIPIENT], Cabarrus County, the Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide [NAME OF SUBRECIPIENT], Cabarrus County, the Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

The Subrecipient's contractors comply with all federal laws, regulations, and executive orders. The following provides a sample contract clause:

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

¹⁸ 2 CFR 200.334, 200.337.

10. No Obligation by Federal Government or Cabarrus County

The Federal Government, nor Cabarrus County, are parties to any transaction between the Subrecipient and its contractor. Therefore, the Federal Government, nor Cabarrus County, not subject to any obligations or liable to any party for any matter relating to the contract between the Subrecipient and its contractor. The following provides a sample contract clause:

The Federal Government, nor Cabarrus County, are party to this contract and are not subject to any obligations or liabilities to the [NAME OF RECIPIENT], contractor, or any other party pertaining to any matter resulting from the contract.

11. Affirmative Socioeconomic Steps

The Subrecipient must take six affirmative steps to ensure use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible.¹⁹ One of the six steps is to require the prime contractor, if subcontracts are to be let, to take the five other affirmative steps.²⁰

The following provides a sample contract clause:

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

¹⁹ 2 CFR 200.231.

²⁰ 2 CFR 200.321(b)(6).



CONFLICTS OF INTEREST

Habitat for Humanity Cabarrus County, Inc. requests that all board members and staff members sign a conflict of interest statement.

Each employee should sign a statement on their hire date. The original document should be kept in the appropriate employee file.

Each new incoming board member should sign a statement on or prior to their install date. The original document should be kept in the appropriate board file.

Habitat for Humanity Cabarrus County, Inc.
Policy on Conflicts of Interest
November 7, 2006

A. Conflicts of Interest:

A direct or indirect personal gain for you or for an immediate family member as a result of Habitat for Humanity's ministry. Habitat for Humanity defines "immediate family" as your spouse, parent, legal guardian, child, or sibling; your mother-in-law or father-in-law; your spouse's child or sibling; your son-in-law or daughter-in-law; or your grandparents and grandchildren.

If you have any influence on, or interest in, transactions involving purchases, contracts, or leases by Habitat for Humanity, you must disclose this conflict of interest as soon as possible to your immediate supervisor and the Board of Directors. This will ensure that safeguards can be established to protect all parties.

The possibility of direct or indirect personal gain occurs where you or your relative has a significant ownership in a firm with which Habitat for Humanity does business.

Under no circumstances may you, an immediate family member, your business partner or any business in which you have a financial interest solicit or receive any kickback, bribe, favors, anything with a monetary value in excess of \$25 or special consideration from any person having business dealings involving Habitat for Humanity without the express written consent of Habitat for Humanity.

If you, an immediate family member, your business partner or any business in which you have a financial interest receives an unsolicited gift with a monetary value in excess of \$25, you should contact your supervisor, the executive director or the President of the Board immediately. Any such gift is the property of Habitat for Humanity.

You have an obligation to conduct business within guidelines that prevent actual or potential conflicts of interest. This policy establishes only the framework within which Habitat for Humanity wishes its ministry to operate. The purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to conflicts of interest.

B. Annual Disclosure:

Directors, officers, and staff shall disclose in writing to the Board of Directors any person to whom they are closely related or any organization with which they are affiliated who or which presently transacts business with the Corporation or a related entity or might reasonably be expected to do so in the future. Each disclosure shall be updated and resubmitted to the Secretary of the Board on an annual basis.

An affiliation with an organization will be considered to exist when a director, officer, staff person or a member of his or her immediate family or close relative is an officer, director, trustee, partner, employee, or agent of the organization, or owns five percent of the voting stock or controlling interest in the organization, or has any other substantial interest or dealings with any organization transacting business with Habitat for Humanity Cabarrus County, Inc. ("Habitat").

C. Transactions with Habitat:

(i) Types of Transactions.

A director, officer, or staff person may have a conflict of interest when he or she or a related person (i.e., a relative by blood or marriage) has a direct or indirect financial or beneficial interest in a transaction involving Habitat. The conflict arises when the direct or indirect interest would reasonably be expected to influence a director's or officer's judgment in any matter concerning Habitat.

A director, officer, or staff person has a financial or beneficial interest when he or she or a related person:

- is a director, officer, general partner, agent, or employee of an entity (other than Habitat) transacting business with Habitat;
- controls one or more entities described above; or
- has a business relationship (i.e., as a general partner, principal, or employer) with a person transacting business with Habitat.

(ii) Duties of Directors.

In addition to the annual disclosure, a director or officer is required (as a matter of law and of policy) to disclose to the Board of Directors any actual or potential conflict of interest which the director or officer knows to exist. The disclosure shall identify the nature of the conflict and all the material facts and circumstances surrounding the conflict which would be necessary for the Board to make an informed decision with respect to the transaction.

The disclosure of a director or officer is not limited to his or her own conflicts, but shall include any conflict of any other officer, director, or employee which is known to a director or officer.

(iii) Action of the Directors.

Upon the disclosure of an actual or potential conflict of interest of a director, officer, or staff person, the Board of Directors may take action despite the conflict:

- if the director, officer, or staff person with the conflict provides the material information to the Board and excuses himself or herself from the discussion and the vote on the transaction. (The director or officer is required to retire from the room for the final vote.);

- if a majority of the disinterested directors (with a quorum present) takes action with respect to the conflict and with all material information; and

- if the minutes of the meeting of the Board of Directors or committee indicate that a conflict was disclosed and that the interested director was not present during the final discussion and did not vote.

D. Nepotism

Habitat for Humanity does not prohibit the employment of or the volunteering of relatives or persons with close personal relationships to current directors, volunteers or employees. However, it is important to recognize that these situations may not be conducive to a healthy environment in many instances. The following does not foreclose opportunities for families and friends to successfully contribute to the Habitat for Humanity mission but are designed to insure that all employees and volunteers perceive that they will receive fair, impartial and unbiased treatment.

1. Immediate family members cannot report to each other simply because such a situation may result in conflict, discomfort or feelings of mistrust of other staff.
2. Immediate family members cannot be in positions where they are making decisions that affect their own family members (i.e. salary setting, hires, and promotions, time off).
3. To ensure effective stewardship of funds, immediate family members cannot be in positions where opportunities exist to approve financial transactions (i.e. travel advances, reimbursements).
4. Finally, a staff member who is related to another employee or director cannot be in significant management position or in a position to approve financial transaction or personnel decisions.

AFFIRMATION

I have read Habitat for Humanity Cabarrus County, Inc.'s Conflict of Interest statement dated November 7, 2006. I understand its provisions and I hereby affirm that, during the period of my affiliation with the organization, I have not, to the best of my knowledge and belief, been in a position of possible conflict of interest, except as indicated below:

FINANCIAL INTERESTS:

Describe exceptions, if any: _____

Signature: William H Shelton Date: 8/12/21

Printed Name: William H SHELTON

Notary Public - Earl B. Lentz, Jr.
Earl B. Lentz, Jr.

my commission expires December 20, 2024



Habitat for Humanity Cabarrus County Procurement and Disbursement Policy

PROCUREMENT POLICY

To the maximum extent practical, Habitat for Humanity Cabarrus County (HFHCC) promotes a fair, open and competitive procurement process. Property or services will be procured through private contractors, HFHCC, and/or using subcontractors for specialized trades. HFHCC will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool.

HFHCC will use its own policies and procedures while adhering to state, federal and local laws and policies.

HFHCC is responsible for procuring all contracted and subcontracted services.

1. Bids are invited from contractors who are part of the HFHCC's approved contractor registry. (To be on the registry, a contractor must have their recent work inspected, reviewed and approved by HFHCC staff and submit proof of licensure (if needed) and insurance at the appropriate levels required by the agency.
2. The lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the HFHCC-created estimate, and (c) there is no conflict of interest (real or apparent).
3. Bids must include a cost-per-item breakdown with line-item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
4. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of HFHCC. The change order must also detail any changes to the original contract price.
5. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor.
6. HFHCC reserves the right to reject any or all bids at any time during the procurement process.
7. Procurements may be awarded through noncompetitive means under certain circumstances such as if the goods/services are only available from a single source, public exigency or emergency necessitates noncompetitive procurement, the awarding agency or pass-through entity expressly authorizes it in response to a written request, or if competition is deemed inadequate.

8. HFHCC will annually "refresh" its pool of subcontractors by inviting area subcontractors to submit a bid for a sample job. HFHCC will make special efforts to include M/WBE businesses in this process. There will be a sample job for each of the major trades for which HFHCC needs to have a pool of subcontractors: plumbing, roofing, electrical, HVAC, gutters and insulation, masonry, concrete, tree trimming, and others as needed. Subcontractors must also have recent work inspected, receive favorable references from recent clients, submit proof of licensure (if needed) and insurance at the appropriate levels required by the agency, and not have a history of poor performance or responsiveness with HFHCC.
9. HFHCC will not contract with persons suspended or debarred by the Federal Government.

HFHCC will maintain detailed records to substantiate procurement decisions, rationale and history.

1. An itemized summary account will be supported by original source documentation such as itemized materials and labor invoices for each procurement.
2. Unnecessary or duplicative purchases will be avoided.
3. Federal regulations stipulate those procurements under the micro-purchase threshold of \$10,000 may be conducted via a less formal competitive procedure such as price or rate quotations. However, HFHCC will continue to maintain documentation and receipts under the micro-purchase threshold.

DISBURSEMENT POLICY

1. All work must be inspected by HFHCC's Construction Manager prior to any payments to contractors or subcontractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 25 business days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of HFHCC's Construction Manager, payment may be withheld until such time the work is satisfactory.
3. The Habitat for Humanity Cabarrus County assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.

This Procurement and Disbursement Policy is adopted this the 24 day of November 2021.

HFHCC, Inc.

BY: _____

Bill Shelton

Attested by: _____

Heather Kincel

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Approval of Project Ordinances and Budget Amendment Related to CIP Funded Projects in the FY22 General Fund Budget

BRIEF SUMMARY:

Included is a list of county CIP (Capital Improvement Plan) projects that were approved as part of the FY23 budget process. The projects will be recorded and tracked in the County Capital Project Fund, Cabarrus Arena and Events Fund and the School Construction Fund. The projects are being funded by a contribution from the General Fund and Community Investment Fund. Updates to the County Capital Project Fund and the School Construction Fund project ordinances and the related budget amendment are presented for approval.

REQUESTED ACTION:

Motion to adopt the project ordinances for the County Capital Project Fund and School Construction Fund and the related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Project List
- ▢ Budget Amendment
- ▢ Project Ordinance 390
- ▢ Project Ordinance 380

Deferred Maintenance Projects for CCS	4,187,963
Building 2000 Renovation at South Campus for RCCC	2,260,000
Public Safety Training Facility Design	2,000,000
Deferred Maintenance Projects for KCS	1,500,000
Roof Replacement at W.M. Irvin ES for CCS	1,265,664
Roof Replacement at Harris Road MS for CCS	1,265,664
RV Lot & Utility Improvements at Arena	700,000
Overflow Parking Lot at Concord Senior Center	600,000
Midway Stage and Dining Deck at Arena	540,000
Interior Renovations at Governmental Center	450,000
Softball Complex Utilities at Frank Liske Park	350,000
Multi Building Exterior Envelope Repairs	300,000
Tennis Court Renovations at Frank Liske Park	280,000
Multiple Building Consolidation and Renovations at Camp T.N. Spencer Park	200,000
Playground Replacements/Renovations at Multiple Parks	110,000
Repairs at Sheriff's Training & Firing Range	100,000

Budget Revision/Amendment Request

Date: 7/18/2022

Amount: 24,109,291

Dept. Head: Wendi Heglar

Department: Finance

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

To Budget General Fund, Cabarrus Arena, School Capital Projects and Maintenance Projects and County Capital Projects with available cash (Paygo Projects)

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	9	2710 9605 PSTC	Other Improvements	73,823	2,000,000		2,073,823
380	6	2710 6932 PSTC	Contribution from General Fund/CIF	73,823	2,000,000		2,073,823
			Budget Public Safety training Facility Design				-
							-
380	9	2110 9830 RANGE	Other Improvements	2,150,000	100,000		2,250,000
380	6	2110 6902 RANGE	Contribution from General Fund/CIF	250,000	100,000		350,000
			Budget Repairs at Sheriff's Training Facility				-
							-
380	9	1940-9501-DM	Building & Grounds Maintenance - DM	2,224,221	1,100,000		3,324,221
380	9	1952-9501-DM	Building & Grounds Maintenance - DM	3,088,298	800,000		3,888,298
380	9	2110-9501-DM	Building & Grounds Maintenance - DM	893,145	600,000		1,493,145
380	6	2110-6902-DM	Contribution from General Fund/CIF	2,235,000	1,100,000		3,335,000
380	6	1952-6902-DM	Contribution from General Fund/CIF	3,091,450	800,000		3,891,450
380	6	1940-6902-DM	Contribution from General Fund/CIF	1,145,000	600,000		1,745,000
001	9	1940-9501-DM	Building & Grounds Maintenance - DM	1,100,000	-	1,100,000	-
001	9	1952-9501-DM	Building & Grounds Maintenance - DM	800,000	-	800,000	-
001	9	2110-9501-DM	Building & Grounds Maintenance - DM	600,000	-	600,000	-
001	9	1960-970118	Cont. to CIF	44,591,176	2,500,000	-	47,091,176
100	6	0000 9708	Cont from General Fund	44,591,176	2,500,000		47,091,176
100	9	0000 9708	Cont to Capital Project Fund	10,871,176	2,500,000		13,371,176
			Deferred Maintenance moving back to Capital Project Fund				
420	9	8310 9820	Building Improvements	-	1,240,000		1,240,000

420	6	8310 6902	Contribution from General Fund/CIF	-	1,240,000		1,240,000
			Budget RV Lot & Utility Improvements and Midway Stage and Dining Deck at Arena				
380	9	8140 9830 SRCEN	Other Improvements	100,000	600,000		700,000
380	6	8140 6902 SRCEN	Contribution from General Fund/CIF	100,000	600,000		700,000
			Budget Overflow Parking Lot at Concord Senior Center				
380	9	8140 9830 FLPSB	Other Improvements	60,000	350,000		410,000
380	6	8140 6902 FLPSB	Contribution from General Fund/CIF	60,000	350,000		410,000
			Budget Softball Complex Utilities at Frank Liske Park				
380	9	8140 9830 FLP	Other Improvements	-	280,000		280,000
380	6	8140 6902 FLP	Contribution from General Fund/CIF	-	280,000		280,000
			Budget Tennis Court Renovations at Frank Liske Park				
380	9	8140 9860 REPL	Other Improvements	93,600	110,000		203,600
380	6	8140 6902 REPL	Contribution from Community Investment Fund	-	110,000		110,000
			Budget Playground Replacements/Renovations at Multiple Parks				
380	9	8140 9830 CSP	Other Improvements	336,998	200,000		536,998
380	6	8140 6902 CSP	Contribution from General Fund/CIF	-	200,000		200,000
			Budget Multiple Building Consolidation and Renovations at Camp Spencer				
380	6	1110 6902 RPAIR	Contribution from General Fund/CIF	-	750,000		750,000
380	9	1110 9830 RPAIR	Other Improvements	1,879,537	300,000		2,179,537
380	9	1110 9820 RPAIR	Building Repair - Government Center	-	450,000	-	450,000
			Budget Interior Renovations at Government Center and Multi Building Exterior Envelope Repairs				
390	9	7210 9501 DM23	Building and Grounds Maintenance	-	4,187,963		4,187,963
390	9	7210 9830 DM23	Other Improvements	-	2,531,328		2,531,328
390	9	7230 9501 DM23	Building and Grounds Maintenance	-	1,500,000		1,500,000

390	9	7240 9501 DM23	Building and Grounds Maintenance	-	2,260,000		2,260,000
390	6	7210 6902 DM23	Contribution from CIF/General Fund	-	6,719,291		6,719,291
390	6	7230 6902 DM23	Contribution from CIF/General Fund	-	1,500,000		1,500,000
390	6	7240 6902 DM23	Contribution from CIF/General Fund	-	2,260,000		2,260,000
			Budget Paygo Maintenance Project for the Schools				
100	9	0000 9708	Cont to Capital Project Fund	10,871,176	8,238,115		19,109,291
100	6	0000 6901	Fund Balance Appropriated	-	8,238,115		8,238,115
			To reappropriate available funds for capital projects from FY22				

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	\$ 30,433,999
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	1,650,000

TOTAL REVENUES	\$145,600,976
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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	40,300,000
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	2,337,000
Deferred Maintenance Cabarrus County Schools	19,663,416
Deferred Maintenance Kannapolis City School	4,140,034
Deferred Maintenance Rowan Cabarrus Community College	3,468,000

TOTAL EXPENDITURES	\$145,600,976
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GRAND TOTAL – REVENUES	\$145,600,976
GRAND TOTAL – EXPENDITURES	\$145,600,976

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 18th day of July, 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	42,840,372
Contribution from Capital Reserve Fund	3,657,664
Contribution from Internal Service Fund	1,065,425
Contribution from Community Investment Fund	2,207,327
State Allocation	38,200,000
TOTAL REVENUES	\$280,381,280

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 135,959,518
Governmental Center Skylight & Roof Replacement	2,328,494
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	2,250,000
Human Services HVAC	180,000
Frank Liske Park ADA Renovations	1,300,000
Frank Liske Park Playground Replacement	203,600
Camp Spencer Vending & Archery Building	536,998
West Cabarrus Library & Senior Center	2,400,000
Deferred Maintenance Projects	8,971,450
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	700,000
Contribution to the General Fund	47,500
Frank Liske Park Softball Complex Utilities	410,000
Rob Wallace Park	1,533,504
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
Frank Liske Park Tennis Court	280,000
Government Center Building Repair	450,000
Public Safety Training Center	2,073,823
TOTAL EXPENDITURES	\$280,381,280
 GRAND TOTAL – REVENUES	 \$280,381,280
GRAND TOTAL – EXPENDITURES	\$280,381,280

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 18th day of July 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Cabarrus County School Request for RCCC Mobile Units

BRIEF SUMMARY:

Cabarrus County Schools would like to request a transfer from completed projects in the deferred maintenance account to the RCCC Mobile Units account to cover increase costs.

REQUESTED ACTION:

Motion to adopt the project ordinance and approve the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

Brian Cone, Cabarrus County Schools Director of Architecture, Planning and Construction

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ Budget Amendment

▣ Project Ordinance

Budget Revision/Amendment Request

Date: 7/18/2022

Amount: 487,000.00

Dept. Head: Wendi Heglar

Department: Finance - School Capital Projects

☒ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☐ Supplemental Request

Cabarrus County Schools request additional funding for RCCC Mobile units from complete deferred maintenance projects.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
390	9	7210 9501 DM22	Building & Grounds Maintenance	5,474,625	-	487,000	4,987,625
390	9	7343 9830	RCCC Mobile Units	1,850,000	487,000		2,337,000

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:

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- 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	\$ 30,433,999
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	1,650,000

TOTAL REVENUES	\$145,600,976
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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	40,300,000
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	2,337,000
Deferred Maintenance Cabarrus County Schools	19,663,416
Deferred Maintenance Kannapolis City School	4,140,034
Deferred Maintenance Rowan Cabarrus Community College	3,468,000

TOTAL EXPENDITURES	\$145,600,976
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GRAND TOTAL – REVENUES	\$145,600,976
GRAND TOTAL – EXPENDITURES	\$145,600,976

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 18th day of July, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Cabarrus County School Request for Road Improvements at R. Brown McAllister

BRIEF SUMMARY:

Cabarrus County Schools would like to request funding for road improvements for R. Brown McAllister in the amount of \$350,000. This will cover:

- Survey and Geotechnical Work
- Construction and Signalization Design Drawings
- Bidding and Procurement

The County will budget the revenue from NCDOT to cover these expenditures. They will be reimbursed at the conclusion of the project.

REQUESTED ACTION:

Motion to adopt the project ordinance and approve the budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

Brian Cone, Cabarrus County Schools Director of Architecture, Planning and Construction

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment
- ▣ Project Ordinance

Budget Revision/Amendment Request

Date: 7/18/2022

Amount: 350,000.00

Dept. Head: Wendi Heglar

Department: Finance - School Capital Projects

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

Cabarrus County Schools request funding for Road Improvements for R. Brown McAllister that will be reimbursed by NCDOT.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
390	6	7340 6439	NCDOT	-	350,000		350,000
390	9	7340 9607	Road Improvements	-	350,000		350,000

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	\$ 30,433,999
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	1,650,000

TOTAL REVENUES	\$145,600,976
-----------------------	----------------------

- 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	40,300,000
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	2,337,000
Deferred Maintenance Cabarrus County Schools	19,663,416
Deferred Maintenance Kannapolis City School	4,140,034
Deferred Maintenance Rowan Cabarrus Community College	3,468,000

TOTAL EXPENDITURES	\$145,600,976
---------------------------	----------------------

GRAND TOTAL – REVENUES	\$145,600,976
GRAND TOTAL – EXPENDITURES	\$145,600,976

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 18th day of July, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

July 5, 2022
4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Contingency Fund Request for Courthouse Project

BRIEF SUMMARY:

The FF&E (Fixtures, Furniture, and Equipment) budgets 9860 and 9331 represent the following items for the new courthouse: all furniture, all TV's, courtroom audio/visual systems, information screens, cameras, card readers, areas of assisted rescue, and public art. With the current rising cost environment, we need to increase this budget like we did the various other line items. Staff did not want to increase the FF&E line items until we had the rough draft furniture proposals in. This budget amendment increases the FF&E budgets by \$1,000,000 from contingency.

REQUESTED ACTION:

Motion to approve the use of Courthouse contingency funds and approve the budget amendment and associated project ordinance.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director
Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Budget Amendment
- ▣ Project Ordinance

Budget Revision/Amendment Request

Date: 7/18/2022

Amount: 1,000,000.00

Dept. Head: Wendi Heglar

Department: Finance - County Capital Projects

☒ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☐ Supplemental Request

To reallocate funding for the Courthouse project from the Courthouse Contingency account to the Equipment & Furniture and Tools & Minor Equipment accounts.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
380	9	2210 9660 COURT	Contingency	4,821,016	-	1,000,000	3,821,016
380	9	2210 9330 COURT	Tools & Minor Equipment	4,300,000	700,000		5,000,000
380	9	2210 9860 COURT	Equipment & Furniture	1,157,500	300,000		1,457,500

Budget Officer

☐ Approved
☐ Denied

Signature

Date

County Manager

☐ Approved
☐ Denied

Signature

Date

Board of Commissioners

☐ Approved
☐ Denied

Signature

Date

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	42,840,372
Contribution from Capital Reserve Fund	3,657,664
Contribution from Internal Service Fund	1,065,425
Contribution from Community Investment Fund	2,207,327
State Allocation	38,200,000
TOTAL REVENUES	\$280,381,280

- C. The following appropriations are made as listed.

Courthouse Site Enabling Construction & Renovation	\$ 135,959,518
Governmental Center Skylight & Roof Replacement	2,328,494
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	2,250,000
Human Services HVAC	180,000
Frank Liske Park ADA Renovations	1,300,000
Frank Liske Park Playground Replacement	203,600
Camp Spencer Vending & Archery Building	536,998
West Cabarrus Library & Senior Center	2,400,000
Deferred Maintenance Projects	8,971,450
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	700,000
Contribution to the General Fund	47,500
Frank Liske Park Softball Complex Utilities	410,000
Rob Wallace Park	1,533,504
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
Frank Liske Park Tennis Court	280,000
Government Center Building Repair	450,000
Public Safety Training Center	2,073,823
TOTAL EXPENDITURES	\$280,381,280
 GRAND TOTAL – REVENUES	 \$280,381,280
GRAND TOTAL – EXPENDITURES	\$280,381,280

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 18th day of July 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - East Gold Hill Volunteer Fire Department to Acquire New Capital Assets

BRIEF SUMMARY:

The East Gold Hill Volunteer Fire Department is entering into a municipal lease and option agreement with Home Trust Bank. The Bank is requesting the Chairman sign the attached letter.

REQUESTED ACTION:

Motion to approve the Chairman to sign letter to Home Trust Bank acquiring new capital assets.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:



Board of County Commissioners

June 28, 2022

HomeTrust Bank
PO Box 10
Asheville, NC 28802-0010

Re: Municipal Lease and Option Agreement between HomeTrust Bank and East Gold Hill Volunteer Fire Department , Inc.

Dear Sirs,

I am the Chairman of the County Commissioners of Cabarrus County. This letter is to advise you that: East Gold Hill Volunteer Fire Department, Inc. is a qualified Volunteer Fire Department, assigned to protect a specific Fire District within this County.

In addition, the county provides an annual appropriation to be used exclusively to provide equipment, facilities, and training as is necessary to provide fire protection for said district. Said funds may also be used to upgrade equipment as the need arises. This appropriation is disbursed by the Finance Office to the Fire Department on a regular basis by the County Finance Director. The Fire Department is operated and managed by the Board of Directors of the Fire Department and the Officers of said Department. The Department is currently meeting the requirements of their fire service contract.

The Fire Department has made us aware of their intention to acquire new capital assets through a Lease Purchase transaction with your firm. Please be advised that the County has no objection to this transaction.

Sincerely,

Stephen M. Morris
Chairman
Cabarrus County Board of Commissioners

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Lottery Proceeds Allocated for Rowan County Schools within the Kannapolis City Schools District

BRIEF SUMMARY:

Lottery revenue projects approved and allocated for Kannapolis City Schools that are located within Rowan County are being transferred by the State to the Cabarrus County Disbursing Account. We are the caretakers of these funds, therefore Cabarrus County is responsible for recording the revenue and expenditures for the Rowan County projects in the Cabarrus County Public School Building Capital Fund.

Rowan County will be submitting a \$323,000 request to the State of North Carolina to be used for Debt Service. Because the funds are passed through Cabarrus County's general ledger, we are required to prepare an updated Project Ordinance and related budget amendment.

REQUESTED ACTION:

Motion to approve the updated Public School Building Capital Fund, Project Ordinance and related budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Lottery Application
- ▣ Budget Amendment
- ▣ Project Ordinance

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

Approved: _____

Date: _____

County: Cabarrus/Rowan County

Contact Person: James Howden

LEA: Kannapolis City (#132)

Title: Finance Director

Address: 130 W. Innes St., Salisbury, NC

Phone: 704-216-8178

Project Title: 2021-22 Debt Service for construction and repairs and maintenance

Location: A L Brown High School, 415 E. 1st St., Kannapolis, NC

Type of Facility: High School

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

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

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

Short description of Construction Project: Construction of track and field facilities; and indoor renovations

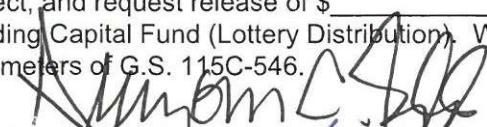
Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		_____
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Payment / Bond Payment	_____		323,000.00
TOTAL	_____	\$	323,000.00

Estimated Project Beginning Date: 07/01/21 Est. Project Completion Date: 06/30/22

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

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 323,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.


(Signature — Chair, County Commissioners)

4/12/22
(Date)


(Signature — Chair, Board of Education)

3/14/22
(Date)

Budget Revision/Amendment Request

Date: 7/18/2022

Amount: 323,000.00

Dept. Head: Wendi Heglar

Department: Finance, Fund 320

☐ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☒ Supplemental Request

This amendment records the Public School Building Capital Lottery funds requested from the Department of Public Instruction. Rowan County will be submitting a \$323,000 request to the State of North Carolina to be used for Debt Service.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
320	6	7210-6444 0617	Lottery Proceeds	457,000.00	323,000.00		780,000.00
320	9	7210-9702 0617	Kannapolis City Schools	457,000.00	323,000.00		780,000.00

Budget Officer

☐ Approved
☐ Denied

County Manager

☐ Approved
☐ Denied

Board of Commissioners

☐ Approved
☐ Denied

Signature

Signature

Signature

Date

Date

Date

PUBLIC SCHOOL BUILDING CAPITAL PROJECTS FUND BUDGET ORDINANCE

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

Section I.

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

Lottery Proceeds	\$16,010,000
TOTAL REVENUES	\$16,010,000

- D. The following appropriations are made as listed.

Capital Outlay	\$780,000
Transfer out	\$15,230,000
TOTAL EXPENDITURES	\$16,010,000

GRAND TOTAL – REVENUES	\$16,010,000
GRAND TOTAL – EXPENDITURES	\$16,010,000

Section II.

- A. Special appropriations to non-profit organizations shall be distributed after the execution of an agreement which ensures that all County funds are used for statutorily permissible public purposes.
- B. The County Manager or designee is hereby authorized to transfer appropriations within or between funds, or modify revenue and expenditure projections as contained herein under the following conditions:
 - 1. The Manager may transfer amounts between objects of expenditure and revenues within a function without limitation.
 - 2. The County Manager may transfer amounts up to \$500,000 between functions of the same fund.

3. The County Manager may transfer amounts between contingency funds which are set aside for a specific project for budgetary shortfalls or upon the appropriate approval of a change order.
4. The County Manager is authorized to transfer funds from the General Fund or Capital Reserve Fund to the appropriate fund for projects approved within the Capital Improvement Plan for the current fiscal year.
5. Upon notification of funding increases or decreases to existing grants or revenues, or the award of grants or revenues, the Manager or designee may adjust budgets to match, including grants that require a County match for which funds are available.
6. The Manager or designee may adjust debt financing from estimated projections to actual funds received.
7. The County Manager may enter into and execute change orders or amendments to construction contracts in amounts less than \$90,000 when the appropriate annual budget or capital project ordinance contains sufficient appropriated but unencumbered funds.
8. The County Manager may award and execute contracts which are not required to be bid or which G.S. 143-131 allows to be let on informal bids so long as the annual budget or appropriate capital project ordinance contains sufficient appropriated but unencumbered funds for such purposes.
9. The County Manager may execute contracts with outside agencies to properly document budgeted appropriations to such agencies where G.S. 153 A-248(b), 259, 449 and any similar statutes require such contracts.
10. The County Manager may reject formal bids when deemed appropriate and in the best interest of Cabarrus County pursuant to G.S. 143-129(a).
11. The County Manager may reduce revenue projections consistent with prevailing economic conditions, and also reduce expenditures correspondingly.

Section III.

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

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

Adopted this the 18th day of July, 2022.

CABARRUS COUNTY BOARD OF COMMISSIONERS

BY: _____
Stephen M. Morris, Chairman

ATTEST:

Clerk to the Board

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Finance - Occupancy Tax Waiver

BRIEF SUMMARY:

Great Wolf Lodge is requesting a waiver for \$22,249.26 for the month of February 2022. The tax was due March 20th but was received April 19, 2022. This is the hotel's first violation in four years and they are now in good standing.

REQUESTED ACTION:

Motion to waive \$22,249.26 in penalties and interest assessed to Great Wolf Lodge including failure to file a Occupancy Tax return and failure to pay Occupancy Taxes for February 2022 pursuant to G.S. 153A-155(e).

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Wendi Heglar, Finance Director

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▣ Hotel Request

From: [Patrick Hartis](#)
To: [Wendi Heglar](#)
Subject: FW: Occupancy Tax Penalty for Great Wolf Lodge
Date: Wednesday, May 18, 2022 9:58:35 AM
Attachments: [image001.png](#)
[image002.png](#)
Importance: High

From: Tom Errigo <terrigo@greatwolf.com>
Sent: Wednesday, May 18, 2022 9:49 AM
To: Patrick Hartis <pahartis@cabarruscounty.us>
Subject: Occupancy Tax Penalty for Great Wolf Lodge
Importance: High

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!

Mr. Hartis,

I am asking for your consideration in waiving the penalty that was assessed to the Great Wolf Lodge for missing our deadline for our March 2022 Occupancy tax return. As one of the biggest employers in the county and I believe one of the largest contributors to the budget, I am asking forgiveness for my late return for March. In the 13 years I have been overseeing the finances for this Location since opening in 2009, I believe this only makes the second time I was late, the first being 4 years ago in 2018.

I fully admit that this was an error on my part as we have a corporate team who handles our AP payments and I neglected to get them the info in a timely manner for this month. This was an oversight that I assure you will not happen again.

Thank you for your consideration in waiving this penalty this time.

Sincerely,



Tom Errigo 

Director of Finance | Great Wolf Lodge Concord
10175 Weddington Rd. NW, Concord, NC 28027
704.979.3359

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Mt. Pleasant Library, Senior Center, and Park Naming Discussion

BRIEF SUMMARY:

County staff will discuss the naming of the complex that is currently under design. The County does not have an established naming policy but staff has discussed internally and are recommending the either "Cabarrus County Library and Senior Center at Mt. Pleasant" or "Cabarrus County Library and Active Living Center at Mt. Pleasant. County staff is recommending the "Virginia Foil Park" for the park component for the complex. The inclusion of Virginia Foil into the name of a park is a stipulation in the purchasing agreement for the property.

REQUESTED ACTION:

Motion to approve the naming of the facilities being planned in Mt. Pleasant.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks
Rodney Harris, Deputy County Manager
Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▯ Memo

- AARP - <https://blog.aarp.org> -

Whatever You Do, Don't Call Them "Senior Centers"

Posted By *Sally Abrahms* On September 11, 2013 @ 8:00 am In Take Care | [No Comments](#)



The next time you drop off Mom at your local senior center, you might want to stay. These places, known mostly for bingo, lunch and blood pressure screenings, can be a great refuge for family caregivers. You'll be surprised at the transformation. A motorcycle club at the Lakeville Senior Center in Minnesota??

As the oldest boomers turn 67 this year, senior centers are trying to attract the age 50-plus set as well as those in their 80s. There are a lot of

boomers and, according to the National Institute of Senior Centers, more than 11,000 senior centers. (September happens to be Senior Center Month.)

To entice the Forever Young Generation, some centers are offering Zumba dance (mothers and daughters can go together!), book signings, theater programs, painting studios, discussions about sexuality, spirituality, retirement and investing, yoga, tap dancing, belly dancing, speed dating, jazz concerts, resume writing and wine tastings. The Summit in Grand Prairie, Texas, serves beer, wine and cappuccino.

Top-of-the-line, low-impact exercise equipment, perfect for aging bodies, can even provide an alternative to a fancy health club. Some senior centers have personal trainers. The Lakeville Senior Center in Minnesota, which bills itself for those age 50-plus, costs just \$18 for a yearly membership for one person and \$34 for two. Who can beat that?

Mathers-More Than A Café is another non-senior center with a unique concept. Located in three Chicago neighborhoods, each has a storefront restaurant open to the public of all ages. If you want to take classes or use the facilities, though, you need to be age 55+. The point is to reel you in through the restaurant and then once you're in the building, blow you away with its programming. The Mathers' model has been replicated in more than 20 places around the country.

Many centers have begun changing their names (i.e. [The Center for Balanced Living](#) in New York City, The Summit in Texas, and Chicago's Mathers–More Than A Café). The 19 [Luzerne County senior centers](#) in northeastern Pennsylvania have officially become "active adult centers."

So, boomers, don't pooh-pooh your senior center. Check out the offerings and get back to me!

Photo courtesy of [Paul Swansen](#) via [Creative Commons](#)

For more caregiving articles by Sally Abrahms, visit her [website](#) and follow her on [Twitter](#).

Also of Interest

[Who Will Care for Boomers When They Need It?](#)

[Wacky Retirement-Related Words You Won't Find in Webster's](#)

[Why Do People Oppose Obamacare? The Answer May Surprise You](#)

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See the [AARP home page](#) for deals, savings tips, trivia and more

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CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - New Library and Senior Center Naming Decision

BRIEF SUMMARY:

County staff will discuss the naming of the Library and Senior Center facility that is being planned for the western part of the County. The County does not have an established naming policy but staff has discussed internally and are recommending either "Cabarrus County Library and Senior Center at Afton Ridge" or "Cabarrus County Library and Active Living Center". Staff will discuss their reasoning for the recommendations as well as the input from the developer the County is partnered with.

REQUESTED ACTION:

Motion to approve the naming of the facility being planned at the Afton Ridge area.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Londa Strong, Active Living and Parks Director
Rodney Harris, Deputy County Manager
Kyle Bilafer, Area Manager Of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

▢ Memo

- AARP - <https://blog.aarp.org> -

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CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Public Safety Training Facility Design Team Selection

BRIEF SUMMARY:

On January 31st, 2022 Cabarrus County posted a Request for Qualifications (RFQ) for Design Services for a multi-jurisdictional Public Safety Training Facility in Concord, NC. The County received six (6) submittal packages on February 28th, 2022. A panel committee reviewed the submissions and chose three (3) firms for virtual interviews which were scheduled for May 9th, 2022. The panel committee consisted of members of administration, law enforcement and fire safety from Cabarrus County, City of Concord, and City of Kannapolis. On May 23rd, 2022 the panel committee convened to discuss the interviews and make a final selection on the design firm for the project. The panel committee is recommending that ADW Architects, P.A. be chosen as the design firm.

REQUESTED ACTION:

Motion to approve the contract between Cabarrus County and ADW Architects, P.A.; and authorize the County Manager to execute the contract on behalf of Cabarrus County, subject to review or revisions by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

July 5, 2022
4:00 PM

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Infrastructure and Asset Management - Recommended Approval of Preferred Alternates for Courthouse Expansion Project GMP-3

BRIEF SUMMARY:

NCGS 133-3 requires performance standards to be used when specifying products. The statute also allows preferred brands of equipment to be bid as an alternate on the Cabarrus County Courthouse Expansion Project provided that the performance standards were approved by the Cabarrus County Board of Commissioners. To be approved the alternate must either provide a cost savings or maintain/improve the functioning of a process or system affected by the brand alternate. Approval is requested for the preferred brand alternates for the equipment as indicated on the attachment.

REQUESTED ACTION:

Motion to approve the preferred brand alternate list for equipment for the Courthouse Expansion Project.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

Kyle Bilafer, Area Manager Of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Recommended Preferred Brands

CABCO COURTHOUSE RENOVATION PROJECT (GMP#3) PREFERRED ALTERNATES

§ 133-3. *Specifications to carry competitive items; substitution of materials. All architects, engineers, designers, or draftsmen, when providing design services, or writing specifications, directly or indirectly, for materials to be used in any city, county or State work, shall specify in their plans the required performance and design characteristics of such materials. However, when it is impossible or impractical to specify the required performance and design characteristics for such materials, then the architect, engineer, designer or draftsman may use a brand name specification so long as they cite three or more examples of items of equal design or equivalent design, which would establish an acceptable range for items of equal or equivalent design. The specifications shall state clearly that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable.*

Where it is impossible to specify performance and design characteristics for such materials and impossible to cite three or more items due to the fact that there are not that many items of similar or equivalent design in competition, then as many items as are available shall be cited.

On all city, county or State works, the maximum interchangeability and compatibility of cited items shall be required. The brand of product used on a city, county or State work shall not limit competitive bidding on future works. Specifications may list one or more preferred brands as an alternate to the base bid in limited circumstances.

Specifications containing a preferred brand alternate under this section must identify the performance standards that support the preference. *Performance standards for the preference must be approved in advance by the owner in an open meeting. Any alternate approved by the owner shall be approved only where (i) the preferred alternate will provide cost savings, maintain or improve the functioning of any process or system affected by the preferred item or items, or both, and (ii) a justification identifying these criteria is made available in writing to the public.* *Substitution of materials, items, or equipment of equal or equivalent design shall be submitted to the architect or engineer for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids. The purpose of this statute is to mandate and encourage free and open competition on public contracts. (1933, c. 66, s. 3; 1951, c. 1104, s. 5; 1993, c. 334, s. 7.1; 2002-107, s. 5; 2002-159, s. 64(c).)*

04 20 00 – Unit Masonry

Clay brick and associated mortar and grout.

An intentional and critical design decision in the development of the exterior material palette of the Courthouse Project is complementing the existing courthouse's brick cladding in dimensional size, character, texture, and color. The clay brick specified achieves all of those characteristics.

The building character/aesthetic for the existing courthouse's recladding should not be compromised and should remain authentic, consistent and behold of the exterior materials used for the courthouse expansion portion of the work. Attic stock/product material availability, overall building conformance with identical installation methods and product quality/resilience is also desirable for the long-term maintenance of the facility.

I. **Belden Modular No. 8531.**

07 42 23 - Wood Veneer Laminate Wall Panels

High Pressure Compact Laminate composed of wood veneer and paper fibers treated with thermosetting resins. System installed on metal furring.

An intentional and critical design decision in the development of the exterior material palette of the Courthouse Project is the introduction of natural wood to define key public elements. Experientially, natural wood is desired for the project as a uniquely warm and familiar building material historically used throughout the Southeast, and of particular contextual appropriateness in the downtown Concord building fabric. Other non-wood, faux-finish materials produced in metals and/or composites lack the inherent physical properties and appearances of natural wood and would not be capable of achieving a comparable architectural character.

The building character/aesthetic for the existing courthouse's recladding should not be compromised and should remain authentic, consistent and behold of the exterior materials used for the courthouse expansion portion of the work. Attic stock/product material availability, overall building conformance with identical installation methods and product quality/resilience is also desirable for the long-term maintenance of the facility.

I. **Parklex Timber Panels** - Parklex USA, Inc.; 212 River Park North Drive, Woodstock, GA 30188; telephone: 678-401-7403; website: <http://www.parklex.com>

07 42 47 Ultra High-Performance Concrete (UHPC) Panels

Furnishing and installation of factory-molded, ultra-high performance concrete (UHPC) solid exterior wall and associated UHPC components with engineered support structure (subframe). Sizes as shown on building elevations.

An intentional and critical design decision in the development of the exterior material palette of the Courthouse Project is complementing the existing courthouse's cast stone cladding in dimensional size, character, texture, and color. The UHPC panels specified achieve all of those characteristics while providing a more sustainable and installation/maintenance friendly method(s) of attachment; reducing both weight/structural loading and water infiltration through a rain screen cladding system with independent support structure sub-frame.

The building character/aesthetic for the existing courthouse's recladding should not be compromised and should remain authentic, consistent and behold of the exterior materials used for the courthouse expansion portion of the work. Attic stock/product material availability, overall building conformance with identical installation methods and product quality/resilience is also desirable for the long-term maintenance of the facility.

- I. **TAKTL® Exterior Patterned Wall and Facade Panels**, factory-formulated with TAKTL® ultra high performance concrete and reinforced with alkali-resistant (AR) glass mesh, factory-mixed and manufactured; complying with ASTM C1186. Type A, Grade IV. (U.S. Contact: TAKTL, LLC 230 BRADDOCK AVENUE, KEYSTONE COMMONS PORTAL 9, TURTLE CREEK, PA 15145 Phone: 412-486-1600; www.taktl-llc.com)

08 44 13 – Glazed Aluminum Curtain Walls

Architectural Aluminum Curtain Wall Systems, including perimeter trims, stools, accessories, shims and anchors, and perimeter sealing of curtain wall framing.

Frame profiles, depths, and finishes of the curtain wall system are intentional to align the strategic elevation form in rhythm and order while complementing the remaining exterior materials palette.

The building character/aesthetic for the existing courthouse's reglazing and new glazing should not be compromised and should remain authentic, consistent and behold of the exterior materials used for the courthouse expansion portion of the work. Attic stock/product material availability, overall building conformance with identical installation methods and product quality/resilience is also desirable for the long-term maintenance of the facility.

- I. **Kawneer 1600 Wall System 1 and Kawneer 1600UT System 1**, dimensions as shown on drawings, outside glazed pressure plate format.
- II. **PPG UC106681F Duranar Sunstorm Sunlight Silver** Metal Coatings is to be used for miscellaneous metals to match curtain wall.

08 80 00 – Glazing

Glass for windows, doors, storefront framing, and glazed curtain walls as well as glazing sealants and accessories per the glazing schedule shown on the drawings.

An intentional and critical design decision in the development of the exterior material palette of the Courthouse Project is the overall performance of the glazing in response to daylighting, sun control, heat gains and clarity expressive of perimeter viewshed from the interior spaces.

The building character/aesthetic for the existing courthouse's reglazing and new glazing should not be compromised and should remain authentic, consistent and beholding of the exterior materials used for the courthouse expansion portion of the work. Attic stock/product material availability, overall building conformance with identical installation methods and product quality/resilience is also desirable for the long-term maintenance of the facility.

Vitro Architectural Glass Solarban 72 Acuity + Acuity for differing layering as prescribed by the specifications, to include the following scheduled applications:

- I. Low-E-coated, low-iron insulating glass.
- II. Ceramic-coated, insulating spandrel glass.
- III. Acid-etched, Low-E-coated, low-iron insulating glass.

1071 13 – Sunshades

Design and **engineering**, labor, material, equipment, related services, and supervision required, including, but not limited to, manufacturing, fabrication, erection, and installation for exterior sun control devices as required for the complete performance of the work, and as shown on the Drawings for horizontal, fixed, extruded aluminum exterior sun control assemblies.

Frame profiles, depths, and finishes of the curtain wall system with integrated sunshade components are intentional to align the strategic elevation form in rhythm and order while complementing the remaining exterior materials palette.

The building character/aesthetic for the existing courthouse's sun control systems should not be compromised and should remain authentic, consistent and beholding of the exterior materials used for the courthouse expansion portion of the work. Attic stock/product material availability, overall building conformance with identical installation methods and product quality/resilience is also desirable for the long-term maintenance of the facility.

- I. **Tube Sunshades, TU Series** as manufactured by DAMS Incorporated. D. Architectural Metal Solutions Incorporated; 5919 W. 118th Street, Alsip, IL 60803; Phone: 708-224-4300; Fax: 708-388-9392; Website: www.damsinc.com Items specified are to establish a standard of quality for design, function, materials, and appearance. No Substitutions will be accepted.
- II. **PPG UC106681F Duranar Sunstorm Sunlight Silver** Metal Coatings is to be used for miscellaneous metals to match curtain wall.

23 09 23 Direct Digital Control (DDC) Systems for HVAC

The Johnson Controls Fx system HVAC controls must match the controls used by the majority of the large square footage buildings and the new courthouse owned and maintained by the county for ultimate cost and efficiency. Using a different manufacturer will ultimately increase long-term operational costs and different systems will not necessarily provide the same level of remote accessibility for maintenance personnel and may cause complications when tying the existing annex building new controls into the new courthouse controls system.

The use of Platinum Building Automation as the Integration Contractor for the project is critical for the interface of the existing annex building with the new courthouse and existing county global controls. The new building controls will be required to be integrated to the existing control server located in the county government building and controls installed in the new courthouse building. This server holds global control information and allows county maintenance personnel to access all of their buildings at a single site. Using a different integration contractor will likely result in a different level of control capability for the existing annex building and will ultimately cost more as a second control maintenance contractor could be necessary. This may also result in a second control maintenance contractor for the new courthouse as the two systems are to be integrated together for full new courthouse/existing annex system functionality.

- I. Controls Manufacturer: **Johnson Controls Facility Explorer (Fx) System with Niagra based Tridium Platform.**
- II. Preferred Alternate no. 2 Controls Integration Contractor: **Platinum Building Automation.**

26 51 13 Interior Lighting

26 56 19 LED Exterior Lighting

The interior lighting preferred alternate is inclusive of all tunable white fixtures. Main tunable white fixture types must be of the same manufacturer to maintain color consistency. There are a number of tunable white fixtures that will be very difficult to specify two or three manufacturers. Having preferred alternates for all tunable white fixtures will give us the flexibility to list only the manufacturers that truly meet the desired performance.

The lighting preferred alternate is inclusive of all interior and exterior lighting fixtures that are specified. Lighting fixtures are specified to be the same manufacturer and type that is being provided for the courthouse addition phase. This will give consistency throughout the entire facility for fixture style, consistency of light color and quality, maintenance needs, and manufacturer support.

1. Lighting fixtures as specified on the Lighting Fixture Schedules.
2. Alternative light fixtures will be accepted through substitution request if the lighting color, intensity and consistency are shown to be equivalent, and the alternative fixtures can fully integrate with the lighting controls shown below.

Lighting Controls:

The lighting controls preferred alternate is inclusive of all lighting controls that are specified. Lighting controls are specified to be the same manufacturer and type that is being provided for the courthouse addition phase. This will give consistency throughout the entire facility for maintenance needs and manufacturer support. Also, the digital and tunable white control system must be able to interconnect with the system being provided in the courthouse addition phase. This can only be accomplished by having a consistent manufacturer product throughout.

1. Digital lighting controls, lighting control panels, and tunable white DALI control systems as manufactured by **Crestron**.
2. Conventional low-voltage stand-alone controls (ceiling and wall-mounted occupancy sensors, powerpacks, dimmer switches) as manufactured by **SensorSwitch** (by Acuity Brands).

27 11 16 – Communication Room Racking and Pathways

The telecommunications preferred alternate is inclusive of telecom racks, patch panels, and jacks. The telecommunications equipment is specified to match the equipment provided under the new courthouse addition phase. This will provide consistency throughout the facility for maintenance needs and manufacturer support, as desired by the owner.

- Racks as manufactured by **Chatsworth Products**.
- Patch panels and jacks as manufactured by **Leviton**.

26 46 21 – Addressable Fire Alarm Systems

The fire alarm preferred alternate is inclusive of the entire fire alarm system as specified. The fire alarm system is specified to match the system that is being provided for the courthouse addition phase. The fire alarm system must be interconnected with the system being provided for the courthouse addition phase. This is necessary for intercommunication and to operate as a single system throughout the facility. It will also give consistency for maintenance needs and manufacturer support.

1. Fire alarm system as manufactured by **Notifier** (a Honeywell company).

32 14 00 – Unit Paving

1. Brick pavers set in sand, bituminous and mortar setting beds.

2. Concrete pavers set in sand, bituminous and mortar setting beds.
3. Asphalt-block pavers set in bituminous setting beds.
4. Stone pavers set in mortar setting beds.

An intentional and critical design decision in the development of the exterior material palette of the Courthouse Project is the overall compliment to the downtown context (in scale, color, form and character) of paving elements with Mean's Plaza being the primary identification point for exterior collective gathering and court campus operations/site circulation. Also, there has been a direct and collaborative effort with the ongoing design of the downtown cityscape project.

The site paving character/aesthetic for the existing courthouse's colonnade should not be compromised and should remain authentic, consistent and behold of the exterior materials used for the courthouse expansion portion of the work. Attic stock/product material availability, overall site conformance with identical installation methods and product quality/resilience is also desirable for the long-term maintenance of the grounds.

- I. **Pine Hall Brick** decorative pavers where shown on hardscape drawings.
- II. **Hanover** granite and plank pavers where shown on hardscape drawings.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Legal - Duke Energy Easement for Sheriff's Department Firing Range

BRIEF SUMMARY:

Duke Energy is requesting an easement from the County to install additional electrical infrastructure for the Sheriff's Department Firing Range. The Board may dispose of county property and grant easements on county-owned property pursuant to G.S. 153A-176 and G.S. 160A-273.

REQUESTED ACTION:

Motion to suspend the Rules of Procedure due to time constraints.

Motion to authorize the County Manager to grant the attached easement between Cabarrus County and Duke Energy, subject to review by the County Attorney.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

David Goldberg, Deputy County Attorney
Kyle Bilafer, Area Manager of Operations

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- Duke Energy Easement Document

Prepared by: Duke Energy Carolinas, LLC
Return to: Duke Energy Carolinas, LLC
Attn: Chris Branch
2818 South Main Street
Concord, NC 28027

Parcel # 56437011730000

EASEMENT

State of North Carolina

County of Cabarrus

THIS EASEMENT ("**Easement**") is made this ____ day of _____, 20____, from **CABARRUS COUNTY**, a body politic and political subdivision of the State of North Carolina ("**Grantor**", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described as being bounded by lands of Cabarrus County, Parcel 564312864 on the North, Cress Farming Company, LLC, Parcel 564280719 on the East, Cabarrus County, Parcel 5642798067 on the South, and Cabarrus County, Parcel 5643613731 on the West ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "**Easement Area**").

For Grantee's Internal Use:
Work Order #: 45426921

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and neighboring lands. Portions of the Facilities may be installed immediately and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations at the widths defined in this Easement.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

CABARRUS COUNTY

a body politic and political subdivision of the State of North Carolina

(SEAL)
Michael K. Downs, County Manager

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of _____ County, State of _____, certify that Michael K. Downs, as County Manager of CABARRUS COUNTY, State of Registration a body corporate and politic organized under the laws of the State of, personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT.

Witness my hand and notarial seal, this ____ day of _____, 20____.



Notary Public: _____

Commission expires: _____

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Planning and Development - Request from City of Concord Parks and Recreation

BRIEF SUMMARY:

The City of Concord is requesting an easement or a fee simple transfer of a small county owned property off of Branchview Dr. near Concord High School. The intent of the this request is to facilitate better connectivity in Concord's greenway system. The request includes one parcel for a total of 1.566 acres. The property currently has four separate easements on it as well as portion of Three Mile Branch and is unbuildable due to the location of the easements and floodplain. The property can be provided fee simple to the City of Concord or the county can provide an easement for the greenway extension in this area. Staff is asking for guidance from the Board of Commissioners on which option is preferred.

REQUESTED ACTION:

Provide direction to staff regarding the preference of the Board of Commissioners on this request and authorize the County Manager and County Attorney to execute either the property transfer or the creation of an easement on the property as directed by the Board.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kelly Sifford, AICP

Planning and Development Director

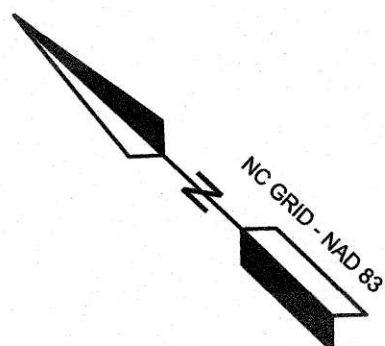
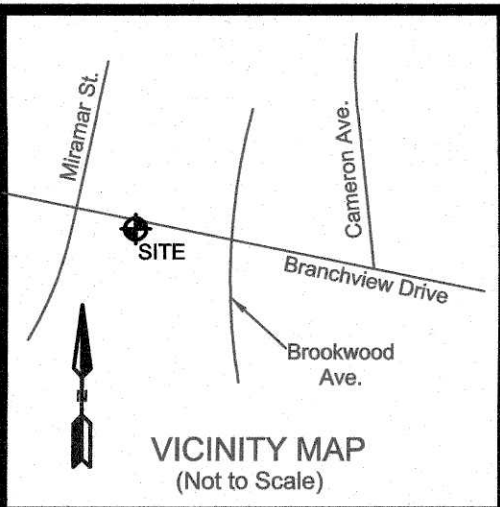
BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ Survey of Property
- ▣ Map



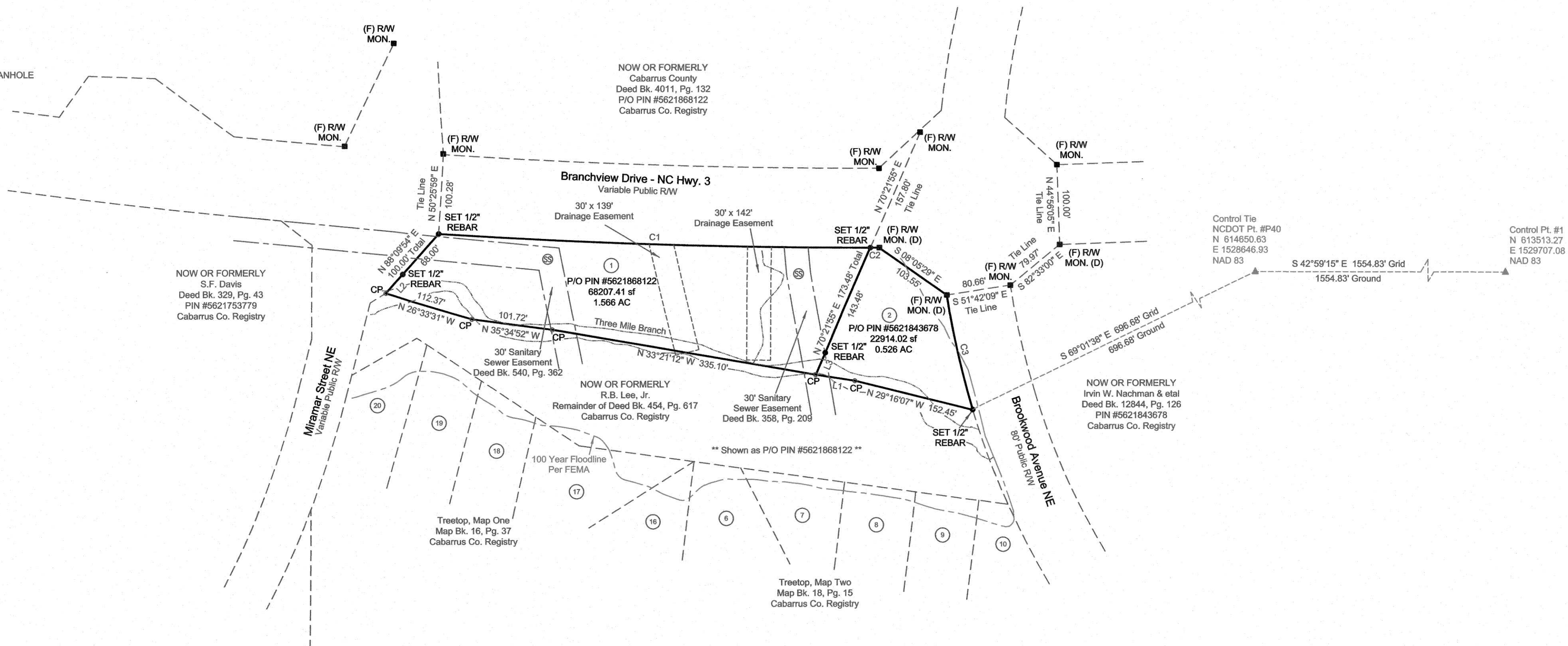
Total Area
P/O PIN #5621868122
91121.42 sf
2.092 AC

Curve#	Radius	Arc	Chord	Chord Bearing
C1	8235.11'	542.35'	542.25'	S 41°11'25" E
C2	8235.11'	11.35'	11.35'	S 43°06'59" E
C3	994.93'	147.44'	147.30'	S 34°23'11" W

Line	Bearing	Distance
L1	N 34°16'07" W	49.71'
L2	N 88°09'54" E	32.00'
L3	N 70°21'55" E	30.00'

LEGEND

R/W - RIGHT OF WAY
(F) - FOUND
(B) - BENT
a/s - AS SHOWN
CP - CALCULATED POINT
(D) - DISTURBED
P/O - PART OF
SS - SANITARY SEWER MANHOLE



NOTES:

- * Deed Reference - Deed Bk. 4011, Pg. 132 Cabarrus County
Dated September 13, 2002 (PIN #5621868122) Recorded in Cabarrus Co. Registry
- * Deed Reference - Deed Bk. 12844, Pg. 126 (PIN #5621843678) Irvin W. Nachman & etal
Dated January 16, 2018 Recorded in Cabarrus Co. Registry
- * Map Reference - 1.444 AC - Branchview Drive NE Dated March 17, 2020
Map Bk. 85, Pg. 108 Recorded in Cabarrus Co. Registry
Performed by R. Scott Dyer, PLS
- * 1/2" rebar set at all corners unless otherwise noted.
- * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12844, page 126, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600). Witness my original signature, registration number and seal this 1st day of December, A.D., 2020.

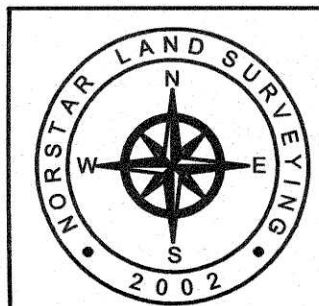
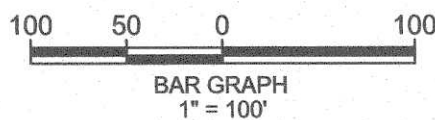
R. Scott Dyer
R. Scott Dyer, PLS #4444



I, R. Scott Dyer, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

1. Class of Survey: B
2. Positional Accuracy: 0.04
3. Type of GPS field procedure: Real Time Kinetic - NC Network
4. Dates of Survey: November 23, 2020
5. Datum/Epoch: NAD 83 (NSRS2011)
6. Geoid Model: Geoid 12a
7. Combined Scale Factor (Avg.): 0.99999735
8. Units: US Survey Feet

R. Scott Dyer
R. Scott Dyer, PLS #4444 12/1/2020 Date



NorStar Land Surveying, Inc.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

DATE	REVISION	BY

Prepared for: City of Concord Parks & Rec.
2.092 AC - Branchview Drive NE
City of Concord Cabarrus County, NC
BOUNDARY SURVEY

DATE November 23, 2020	DRAWN BY S. Kimrey
SCALE 1" = 100'	CHECKED BY S. Dyer
NLS NO. 19171	SHEET 1 OF 1



CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Acceptance of Edward Byrne Justice Assistance Grant (JAG)

BRIEF SUMMARY:

The Concord Police Department was awarded a grant through the United States Department of Justice Edward Byrne Justice Assistance Grant. As part of the grant, The Cabarrus County Sheriff's Office is set to receive a grant mandated portion of the grant which totals \$3,530.00

This amount of the grant has no local match and will be used to offset the purchase of training simunitions.

REQUESTED ACTION:

Motion to accept the grant award and adopt the associated budget amendment.

EXPECTED LENGTH OF PRESENTATION:

1 Minute

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▯ JAG Grant Budget Amendment

Budget Revision/Amendment Request

Date: 7/18/2022

Amount: 3,530.00

Dept. Head: Wendi Heglar

Department: Finance for Sheriff's Dept

☒ Internal Transfer Within Department

☐ Transfer Between Departments/Funds

☐ Supplemental Request

Need to move budget from 00192110-9331 and 00192110-9316 to 00192110-9361-JAG to cover JAG grant funds purchase of simunitions.

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	9	2110-9331	Minor Office Equipment & Furn	550,822.67		3,150.00	547,672.67
001	9	2110-9316	Supplies	133,355.00		380.00	132,975.00
001	9	2110-9361-JAG	Office of Justice Program Gran	-	3,530.00		3,530.00

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

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Sheriff's Office - Acceptance of Local Government Resolution for Governor's Highway Safety Grant

BRIEF SUMMARY:

The North Carolina Governor's Highway Safety Program has awarded the Cabarrus County Sheriff's Office a grant for two (2) additional officers for the Traffic Enforcement and Education Unit. This will bring the number of officers assigned to the unit to four (4). This grant is administered by the North Carolina Governor's Highway Safety Program using Federal funding. These grant funds will be available beginning October 1, 2022 and will need a local match. The breakdown of this match is as follows:

Year 1: 85% Federal (\$216,763.00) 15% Local (\$38,252.00)

Year 2: 70% Federal (\$178,510.50) 30% Local (\$76,594.50)

Year 3: 50% Federal (\$127,507.50) 50% Local (\$127,507.50)

At Year 4, all costs associated with these two (2) positions will be completely locally funded positions with no further grant funding provided.

REQUESTED ACTION:

Motion to accept the grant award and adopt the associated budget amendment and resolution.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Chief Deputy James N. Bailey

BUDGET AMENDMENT REQUIRED:

Yes

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▣ GHSP Local Resolution
- ▣ GHSP 2022 Budget Amendment
- ▣ GHSP 2022 Application and Worksheet

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Cabarrus County Sheriff's Office (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that Cabarrus County Board of

(The Governing Body of the Agency)

Commissioners (herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE Cabarrus County Board of Commissioners IN OPEN

(Governing Body)

MEETING ASSEMBLED IN THE CITY OF Concord, NORTH CAROLINA,

THIS 18th DAY OF July, 20 22, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Captain Aaron Rankin is authorized to file, on behalf of the Governing

(Name and Title of Representative)

 Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 216,763.00 to be made to the Governing Body to assist in defraying

(Federal Dollar Request)

 the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 38,252.00 as

(Local Cash Appropriation)

 required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____

(Chairperson/Mayor)

ATTESTED BY _____

(Clerk)

SEAL

DATE July 18, 2022

Date: 7/18/2022

Amount: 216,763.00

Dept. Head: Sheriff Van W. Shaw

Department: 2110 - Sheriff's Office

☐ Internal Transfer Within Department☐ Transfer Between Departments/Funds☒ Supplemental Request

PURPOSE: In Fiscal Year 2023, the Cabarrus County Sheriff's Office applied for a Grant and expects to receive funding through the Governor's Highway Safety Program (GHSP) for the formation of a Traffic Safety Unit for use in problem areas throughout Cabarrus County. This is a three year grant through the North Carolina Department of Transportation. This request is for approval of the allocation of year one of three those funds in accordance with the agreement (attached). This grant is federally funded up to 85% with a 15% local match in this the first year. The 15% local match includes personnel costs (salary and fringe) for 2 deputies, and other indirect costs, 2 Traffic Patrol Units, including Equipment and travel and training. This grant is a 3 year commitment for the county with the increase in local match increasing up to 50% in the third year. Required to create a budget for the Traffic Grant beginning 10/1/2022 and record the

Fund	Indicator	Department/ Object/ Project	Account Name	Approved Budget	Increase Amount	Decrease Amount	Revised Budget
001	6	2110-6342-TRAFU	NC Dept of Transportation Grant	-	216,763.00		216,763.00
001	9	2110-9101-TRAFU	Salary & Wages - TRAFU	-	94,284.22		94,284.22
001	9	2110-9201-TRAFU	Social Security - TRAFU		5,845.62		5,845.62
001	9	2110-9202-TRAFU	Medicare - TRAFU		1,367.12		1,367.12
001	9	2110-9205-TRAFU	Group Hospital Insurance - TRAFU		17,880.00		17,880.00
001	9	2110-9206-TRAFU	Vision Care - TRAFU		42.00		42.00
001	9	2110-9207-TRAFU	Life Insurance - TRAFU		66.00		66.00
001	9	2110-9210-TRAFU	Retirement - TRAFU		11,691.24		11,691.24
001	9	2110-9230-TRAFU	Workers' Compensation - TRAFU		1,624.58		1,624.58
001	9	2110-9235-TRAFU	Deferred Compensation 401K - TRAFU		4,714.21		4,714.21
001	9	2110-9640-TRAFU	Insurance & Bonds - TRAFU		-		0.00
001	9	2110-9610-TRAFU	Travel - TRAFU		5,500.00		5,500.00
001	9	2110-9342-TRAFU	Technology Equipment-TRAFU		8,000.00		8,000.00
001	9	2110-9863-TRAFU	Motor Vehicles-TRAFU		104,000.00		104,000.00
001	9	2110-9101	Salary & Wages		38,252.00		38,252.00

510,030.00

Total

510,030.00

Budget Officer

☐ Approved☐ Denied

County Manager

☐ Approved☐ Denied

Board of Commissioners

☐ Approved☐ Denied

Signature

Signature

Signature

Date

Date

Date

North Carolina Governor's Highway Safety Program

SECTION A – GENERAL INFORMATION

1. Project Title: * Cabarrus County Sheriff's Office Traffic Enforcement and Education Unit Expansion

2. Agency:
1000000041 - CABARRUS COUNTY

3. Contact Person for Agency:
Captain Aaron Rankin

4. Agency Address:
SHERIFF
PO Box 525
CONCORD, NC 28026-0525

5. Telephone Number: *
704-920-3000

6. Cell Phone:
(704) 791-4037

7. Physical Location of Agency *
30 Corban Ave SE
Concord, NC 28025

8. Email of Contact Person *
atrankin@cabarruscounty.us

9. Federal Tax ID Number / Type of Agency

Federal Tax ID Number: * 56-6000281
Unique Entity Identifier: PF3KTEELMHV6
County: * CABARRUS

10. Project Year *

☒ New ☐ Continuation
Year: ☒ 1 ☐ 2 ☐ 3 ☐ 4+

Fiscal Year 2023

11. Allocation of Funding *

Federal % 85.00 Local % 15.00

Source of Funds			
12. Budget	Total Project Amount	Federal Amount	State/Local Amount
Personnel Costs	\$137,515.00	\$116,888.00	\$20,627.00
Contractual Services			
Other Direct Costs	\$117,500.00	\$99,875.00	\$17,625.00
Indirect Costs			
Total Project Costs	\$255,015.00	\$216,763.00	\$38,252.00

13. Specify How Non-Federal Share Will Be Provided: *
Cabarrus County will provide the non-Federal share of the funds. (Account 00192110-9101)

Project Number: _____ CFDA#: 20.
Work Type: _____

SECTION B – DESCRIPTION OF PROJECT

Statement of Problem (Provide detailed information of the highway safety problems in your area to be addressed through this project. Include countywide crash data for the last three years and any other relevant information to validate the statements. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>)

In October 2019, Cabarrus County saw the first Unit dedicated solely to traffic enforcement and education. The County is proliferating, and traffic complaints about speeding and reckless driving placed heavy demands on an already stretched thin patrol division. Through the generosity of the Governor's Highway Safety Program, our grant receives approval, and a three-year journey begins. The goals are challenging and require hard work and dedication. Even though the hopes were to receive funding for a complete five-person unit with four traffic Officers and a Supervisor, we were grateful for the approval of two Officers.

The Cabarrus County Sheriff's Office has 242 sworn deputies, with 67 assigned to patrol duties. Those 67 deputies provide law enforcement services to approximately 85,428 residents of Cabarrus County, including all unincorporated areas of the County

and Harrisburg, Midland, and Mt. Pleasant towns. In October of 2019, the Sheriff's Office received a grant through GHSP for a dedicated traffic unit to cover the entire County, 364 square miles. Historically, traffic enforcement is part of regular patrol duties. However, traffic crash investigation is the NC Highway Patrol's responsibility and the Deputies working inside the three separate towns. In addition, the towns of Harrisburg, Mt. Pleasant, and Midland all have contracts with the Sheriff's Office to provide 24-hour law enforcement services within their town limits. In 2020, the Cabarrus County Sheriff's Office responded to 20,949 calls for service, followed by a 3.68% decrease in 2021 to 20,178 calls for service. A combination of agency-wide proactive policing, in collaboration with the Traffic Unit's enforcement and education of traffic safety laws, reduces service calls.

The Cabarrus County Sheriff's Office investigated 761 crashes in 2021, an increase of 11.75% from 2020. The lifting of COVID-19 stay-at-home orders during 2021 could account for the rise in collisions. In 22 crashes, there is a suspicion of alcohol or drug use, representing a decrease of 31.25% from 2020. Of the 22 impairment-related crashes, ten resulted in injury; none resulted in fatalities. For all other crashes investigated by the Sheriff's Office in 2021, 19.57% resulted in injury, an increase of 7.68% from 2020.

While impaired drivers are a safety issue, they are not the only contributing factor to the number of crashes in Cabarrus County. The Cabarrus County Sheriff's Office has investigated 2201 crashes in three years.

Regardless of who investigates the crash, it is the Cabarrus County Sheriff's Office's responsibility to enforce traffic laws, which can help reduce the number of crashes. Even though the Sheriff's Office may not investigate the collision, the violations that lead to these crashes are preventable through education and enforcement. According to NHTSA, one of the best methods for reducing impaired driving is a combination of high-visibility enforcement (including checking stations) and heavy public awareness. This philosophy applies to other traffic offenses such as speeding, passenger restraint violations, and distracted driving. The Traffic Enforcement and Education Unit's implementation allows the Sheriff's Office to conduct targeted area enforcement and public awareness through education and information sharing.

According to the 2020 census, Cabarrus County is home to approximately 225,804 residents and is now the 10th most populated County in North Carolina. In 2019 Cabarrus County ranked 11th, further indicating its rapid growth rate. The County's business community is diverse, with a mix of small and large organizations in industries ranging from bioscience, motorsports, tourism, retail, and manufacturing. Cabarrus County is in the state's central piedmont area, with a total area of 364 square miles, and it borders Mecklenburg County, the second most populated County in North Carolina.

Cabarrus County is home to two of the most prominent tourist attractions on the East Coast, Concord Mills Mall, and the Charlotte Motor Speedway. Cabarrus County continues to grow and has seen a 26.8% increase in population since 2010. According to the NC Budget and Management website, Cabarrus County will have just over 259,000 residents by July 2030.

Major companies such as Amazon have opened distribution centers in Cabarrus County, which has led to an increase in population and traffic, especially during the regular workweek hours. As a result, Cabarrus County saw an increase in employment from 99,600 employees to 103,000 employees (3.71%) from 2018 to 2019.

Cabarrus County has ten major highways that run through it. They include Interstate 85, US Highways 29, 52, 601, and NC Highways 3, 24, 27, 49, 73, and 200. The average household owns two cars and has an average commute time of 26.6 minutes. Located just 20 minutes from downtown Charlotte, Cabarrus County is home to a large portion of Charlotte's workforce.

The countywide traffic enforcement and education unit is a large and critical part of the solution to decrease traffic crashes in Cabarrus County. The Unit's sole purpose is to identify, enforce, and educate those drivers who decide to operate a vehicle dangerously and place all other persons in danger. However, it is vital that the Sheriff's Office also maintains (and increase, where possible) its current efforts. The Sheriff's Office works with local media outlets to produce an educational campaign to address distracted and dangerous driving with the traffic unit. The contributing circumstances surrounding these crashes are 100% preventable. Most citizens do the right thing and operate their vehicles with due regard for the safety of others. However, for those who choose to endanger the lives of others by driving while impaired, speeding, driving while distracted, violating the right of way laws, and not wearing or using occupant protection devices, the message is clear. We are looking for you, and we will stop you. The Cabarrus County Sheriff's Office believes that the careless operation of a motor vehicle has such terrible consequences that it must expand to a full-time five-member traffic unit dedicated to finding and arresting these drivers.

There are circumstances, especially where young drivers are involved, that education may be the only prevention tool we need. This Unit continues to identify ways to reach younger drivers and reduce the number of crashes involving them. Cabarrus County is ranked 10th in North Carolina for crashes involving young drivers. However, in 2019 the County ranked 17th worst for young drivers involved in serious injury crashes (NC Crash Data Average Ranking 2014-2018). Due to the Traffic Unit's focus and the time dedicated to improving this ranking through education before enforcement, the County's ranking improved to 32nd (NC Crash Data Average Ranking 2016-2020). The young drivers of Cabarrus County represent the future. With the average age of a Cabarrus County resident being 37, a decrease from 38 in 2018, the number of young drivers will continue to increase yearly.

The current Traffic Unit generated the following stats between October 1st, 2019, and December 31st, 2021.

- Traffic Stops: 3885
- Dispatched Calls For Service: 32
- Self-Initiated Calls For Service: 4430
- Speeding Citations Issued: 1556
- Child Passenger Seat Violation Citations Issued: 40
- Seat Belt Violation Citations Issued: 1596
- All Other Citations Issued: 1851
- DWI Arrest: 9
- Total Citations Issued: 3949
- GHSP Campaigns Participated in: 31
- Checkpoints: 15
- BikeSafe NC Classes: 18
- Community Education Events: 11
- School Education Events: 5

Below is a comparison of where Cabarrus County ranked in specific categories and how a dedicated Traffic Unit made a difference in two years. The ranking for each category is the average over four years of reporting across the state utilizing the annual report from NC Crash Data.

2019 – Cabarrus County (NC Crash Data Average Ranking using the years 2014-2018)

- Overall Fatality Ranking: 23rd
- Alcohol Fatality Ranking: 23rd
- Unrestrained Fatality Ranking: 30th
- Speed Related Fatalities Ranking: 15th
- Young Drivers Involved in Serious Injury Crashes Ranking: 17th

2022 – Cabarrus County (NC Crash Data Average Ranking using the years 2016-2020)

- Overall Fatality Ranking: 21st
- Alcohol Fatality Ranking: 21st
- Unrestrained Fatality Ranking: 27th
- Speed Related Fatalities Ranking: 41st
- Young Drivers Involved in Serious Injury Crashes Ranking: 32nd

Proposed Solution (*Begin with a one-sentence summary of your project. Then describe in detail how your proposed project will address the problem identified in the "Statement of Problem" section*):

The demands on the current traffic unit and the desire to accomplish all grant goals require expanding the team by adding two additional Deputies.

As the Traffic Enforcement and Education Unit concludes the third and final year of the grant, speed enforcement requests increase weekly. Unfortunately, due to the Unit's small size, they cannot quickly address the Sheriff's Office's numerous requests.

In 2019 the original grant request for the first countywide traffic unit included a Sergeant with four Officers. There are difficulties in addressing all grant goals with only two officers. From the inception of the Traffic Unit, both Officers produced impressive numbers in most areas. However, other parts did not receive the attention we wanted to devote to them. As the grant comes to a close, the Unit needs to expand by adding two more traffic Officers. The County Commissioners often praise the efforts of the existing two traffic Officers and fully support the request in this grant application to expand the Unit. The expansion allows for the improvement of the educational component of the Unit and a dedicated effort to reduce impaired driving.

While impressive in many areas, the results of the current Traffic Unit reveal the areas where the additional two Deputies will direct their efforts. While the current Traffic Officers address the high demands for traffic enforcement throughout the County during the day, the additional units will focus on DWI enforcement and the urgent need to improve the educational component of the Unit. The other Officers will work with the school system to develop programs that focus on the dangers of impaired and distracted driving. The current Traffic Unit challenge is finding time to achieve every grant goal. The impressive numbers in speeding and seatbelt enforcement and 100% participation in every GHSP campaign speak volumes considering the large geographical area covered by only two Officers.

The Cabarrus County Sheriff's Office is not satisfied with exceeding only some of the goals in the grant. We want to accomplish all objectives, and we want to exceed the program's expectations. Our agency answers to a rapidly growing population while

experiencing significant growth within the agency. The County is nearing the completion of a new courthouse requiring 41 sworn deputies to oversee daily court proceedings. The population growth has no signs of slowing, along with the demands for more traffic enforcement and education. As citizens' needs for traffic-related concerns increase, it is necessary to continue the incredible work of the current Traffic Officers by requesting two additional Traffic Officers. We hope the notable work and unwavering dedication to traffic enforcement and education represented to date supports the expansion applied for in this application.

Budget Justification (Provide a detailed explanation of the costs associated with proposed project):

The cost associated with this application cover the salaries and fringe benefits for two Deputies. Our first-ever countywide Traffic Unit began three years ago after graciously receiving a grant through GHSP that ends in October. The two deputies in this grant will be added to the Traffic Unit the County Commissioners enthusiastically support maintaining and expanding. If the funding is approved, the unit will have four Deputies.

The grant application includes purchasing two dedicated traffic patrol vehicles and the equipment required to enforce and educate traffic safety laws.

The grant application includes both in and out-of-state travel to traffic-focused conferences to expose the new members of the traffic unit to training from traffic safety experts nationwide. The education and tactics from these events will help all the members to make a practical impact on improving traffic safety in Cabarrus County.

Travel Justification (Provide justification for all travel expenses):

New members of the Traffic Unit will attend the Lifesaver's Conference, typically held out of state. In addition, members will participate in the yearly BikeSafeNC conference. Attending these conferences provides the opportunity to hear current training and tactics from experts in traffic safety and education fields. Traffic Unit Officers will use the information obtained from these conferences to improve current enforcement and education techniques. Grant funds will cover registration, class fees, lodging, and per diem.

To be completed by law enforcement agencies seeking first year grant:

Provide the agency's number of sworn officers	242
Does the agency currently have a dedicated traffic or DWI unit?	Yes <input checked="" type="radio"/> No <input type="radio"/>
If a dedicated traffic or DWI unit exists, how many officers are assigned to the unit?	2

For applicants requesting enforcement grants, please provide the following county fatality rankings:

Information can be located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Overall Fatality Ranking:	21
Alcohol Fatality Ranking:	21
Unrestrained Fatality Ranking:	27
Speed Related Fatalities:	41
Other Applicable Rankings: (Specify)	Young drivers Crashes:10th Young Serious Injury:32nd Motorcycle Fatality:17th

As part of this project all law enforcement agencies must enter traffic enforcement citations data of their agency for the past three years.

Year 2019	Occupant Protection Citations	142	DWI Citations	137	Speed Citations	2,841
Year 2020	Occupant Protection Citations	350	DWI Citations	138	Speed Citations	2,817
Year 2021	Occupant Protection Citations	417	DWI Citations	116	Speed Citations	2,467

Goals and Objectives (Provide at least one SMART (Specific, Measurable, Attainable, Realistic and Timely) goals and objectives. For more detailed information see "How to write an effective traffic safety project" located at:

<https://connect.ncdot.gov/municipalities/Law-Enforcement/Pages/Law-Enforcement-Reporting.aspx>

Goal #1: Reduce traffic fatalities in Cabarrus County by 10 percent from the 2016-2020 annual average of 21.2 to 19 by September 30, 2023.

Objectives:	<ul style="list-style-type: none"> Identify the top 8 high crash locations and conduct targeted enforcement efforts a minimum of once a week. Conduct/participate in 3 outreach/educational traffic safety events each quarter. Participate and report in all GHSP and national highway safety campaigns. (including, but not limited to Booze It & Lose It, Click It or Ticket, Child Passenger Safety, Distracted Driving Awareness, Motorcycle Awareness, etc.). Full campaign participation is accomplished through increased high visibility enforcement as appropriate. Meet quarterly with local and state DOT engineers to discuss crash causes in high crash locations. Coordinate with local media outlets on traffic enforcement and outreach activities a minimum of 2 times a quarter. Coordinate or participate in a minimum of 2 multi-agency traffic enforcement activities per quarter. Engage a minimum of 3 media partners in the traffic safety message. Increase the number of occupant protection contacts by 20 percent from the 2021 total of 417 to 500 from October 1, 2022, to September 1, 2023. Increase the number of speeding contacts by 20 percent from the 2021 total of 2467 to 2960 from October 1, 2022, to September 1, 2023.
Goal #2:	To reduce the number of alcohol-related crashes in Cabarrus County by 10 percent from the 2016-2020 calendar year average of 232.2 crashes to 208 crashes during the fiscal year October 1, 2022, to September 30, 2023.
Objectives:	<ul style="list-style-type: none"> Increase the number of DWI contacts by 20 percent from 116 in the calendar year 2021 to 139 during the fiscal year October 1, 2022, to September 30, 2023. Conduct/participate in 2 impaired driving checking stations/saturation patrols each month. Identify the top alcohol-related crash areas and conduct targeted enforcement efforts a minimum of 1 time a week. Conduct/participate in 2 impaired driving outreach/educational events each quarter. Participate and report in all GHSP and national highway safety campaigns focused on impaired driving (including, but not limited to Booze It & Lose It: St. Patrick's Day, Operation Firecracker, Labor Day, Halloween, and Holiday campaigns, etc.). Full campaign participation is accomplished through increased high visibility enforcement. Engage a minimum of 3 media partners in the traffic safety message focused on impaired driving.
Goal #3:	Reduce the number of young (age 20 and younger) driver-involved crashes in Cabarrus County by 10 percent from the 2016-2020 calendar year average of 1287.4 crashes to 1158 crashes during the fiscal year October 1, 2022, to September 30, 2023.
Objectives:	<ul style="list-style-type: none"> Identify the top 8 young driver-involved high crash locations and conduct targeted enforcement efforts a minimum of 2 times a month. Conduct/participate in 2 day-time seat belt initiatives each quarter. Conduct/participate in 2 night-time seat belt initiatives each quarter. Conduct/participate in 4 highway safety outreach/educational events focused on teens/young drivers each year. Conduct/participate in 4 outreach/educational events focused on young drivers highlighting the importance of occupant restraint use and other high-risk driving behaviors each year. Participate and report in all GHSP and national highway safety campaigns, especially those focused on

youth-related highway safety issues.

- Conduct/participate in 2 school zone enforcement operations each month.
- Conduct/participate in 4 distracted driving (such as using a hand-held cell phone or texting while driving) enforcement operations each year.
- Engage a minimum of 3 media partners in the traffic safety message focused on young drivers.
- Contact local media outlets with information about enforcement initiatives, educational events, or other traffic safety topics 1 time a month.

Below are the 5-year goals of the NC Governor's Highway Safety Program (GHSP). To be eligible for funding, your traffic safety project should match one or more of the GHSP goals. Check all that apply.

- ☒ Reduce NC's traffic-related fatalities by 12% from the 2015-2019 average of 1,427 to 1,255 by December 31, 2023.
- ☒ Reduce NC's alcohol-related fatalities by 10% from the 2017-2019 average of 380 to 342 by December 31, 2023.
- ☒ Reduce NC's unrestrained fatalities by 10% from the 2105-2109 average of 406 to 365 by December 31, 2023.
- ☒ Reduce NC's speed-related fatalities by 10% from the 2107-2019 average of 352 to 317 by December 31, 2023.
- ☒ Reduce NC's young driver-involved fatal crashes by 10% from the 2015-2019 average of 166 to 149 by December 31, 2023.
- ☒ Reduce NC's motorcycle fatalities by 5% from the 2015-2019 average of 190 to 181 by December 31, 2023.
- ☒ Increase NC's seat belt usage rate 2.9 percentage points from 87.1 percent in 2020 to 90% by December 31, 2023.

SECTION C – BUDGET DETAIL

Personnel Costs

#	Personnel Position	Salary
2	Active Hours For Deputy 1	\$47,142.00
3	Active Hours For Deputy 2	\$47,142.00
Total Salaries Cost:		\$94,284.00
#	Personnel Fringe Benefits	Cost
2	Fringe Benefits 2 Deputies	\$43,231.00
Total Fringe Benefits Cost:		\$43,231.00
Total Personnel Costs:		\$137,515.00

Other Direct Costs

#	Equipment	Quantity	Cap Amount	Cost
1	PATROL VEHICLE-INCLUDES EMERGENCY LIGHTING, SIREN, RADIO, CONSOLE, STRIPING, INSTALLATION AND SHIPPING	2	\$40,000.00	\$80,000.00
2	MOBILE DATA TERMINAL-INCLUDES HARDWARE, SOFTWARE, MODEM, DATA PACKAGE, INSTALLATION AND SHIPPING	2	\$4,000.00	\$8,000.00
3	IN-CAR VIDEO SYSTEM-INCLUDES INSTALLATION AND SHIPPING	2	\$6,000.00	\$12,000.00
4	LIDAR-INCLUDES SHIPPING	2	\$3,500.00	\$7,000.00
5	RADAR-INCLUDES INSTALLATION AND SHIPPING	2	\$2,500.00	\$5,000.00
Total Equipment Cost				\$112,000.00

Other Equipment Details :

#	Other Items and Equipment Direct Cost:	Cost
Total Other Items and Equipment Direct Cost:		
#	Travel	Cost
1	In-State Travel	\$1,500.00
2	Out-of-State Travel	\$4,000.00

Total Travel Cost: \$5,500.00

Total Other Direct Costs: \$117,500.00

SECTION D – SCHEDULE OF TASKS BY QUARTERS

List the schedule of tasks by quarters, referring specifically to the objectives in Section B. Tasks should be a bulleted list of activities to be performed in each quarter.

Conditions for Enforcement Projects Only

By checking this box, the above agency agrees to the terms below as additional activities to be performed as part of this project.



- A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
- A minimum of one (1) impaired driving checkpoint per month;
- A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.;
- Participation in all "Click It or Ticket" and "Booze It & Lose It" campaigns;
- Participation in any event or campaign as required by the GHSP;
- Attempt to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.

First Quarter (October, November, December)

Continue to develop training presentations on the topic of the dangers of driving while impaired, speeding, distracted driving, and motorcycle awareness.

Solicit input from the GHSP about the educational component.

Conduct required safety belt checkpoints during the first quarter.

Conduct required impaired driving checkpoints during the quarter.

Participate in any "Click It or Ticket", "Booze It & Lose It" or any event/campaign as required by GHSP during the quarter.

Prepare and submit a quarterly progress report to GHSP.

Second Quarter (January, February, March)

Begin media campaign on the dangers of driving while impaired, speeding, and distracted driving.

In March begin the motorcycle awareness campaign.

Document the number of educational campaigns conducted.

Enforcement and Education protocols in place to address the goals of the project.

Document the progress made to date on enforcement and education.

Conduct required safety belt checkpoints during the second quarter.

Conduct required impaired driving checkpoints during the quarter.

Participate in any "Click It or Ticket", "Booze It & Lose It" or any event/campaign as required by GHSP during the quarter.

Prepare and submit a quarterly progress report to GHSP.

Third Quarter (April, May, June)

Attend Lifesavers Conference, April 02–04, 2023, Seattle, WA

Monitor progress to date on the Enforcement and Education Unit. Work with BikeSafe NC to promote motorcycle awareness and safety.

Document the number of educational campaigns conducted.

Document the progress made to date on enforcement.

Conduct required safety belt checkpoints during the third quarter.

Conduct required impaired driving checkpoints during the quarter.

Participate in any "Click It or Ticket", "Booze It & Lose It" or any event/campaign as required by GHSP during the quarter.

Prepare and submit a quarterly progress report to GHSP.

Attend BikeSafe NC Conference, June 2023, Wilmington, NC.

Fourth Quarter (July, August, September)

Continue to monitor progress to date on the Enforcement and Education Unit.

Document the number of educational campaigns conducted.

Document the progress made to date on enforcement.

Conduct required safety belt checkpoints during the fourth quarter.

Conduct required impaired driving checkpoints during the quarter.

Participate in any "Click It or Ticket", "Booze It & Lose It" or any event/campaign as required by GHSP during the quarter.

Prepare and submit a final progress report to GHSP.

Attend NC Traffic Safety Conference, August 2023, Raleigh, NC.

AGENCY AUTHORIZING SIGNATURE

☐ I have read and accept terms and conditions of the grant funding and attached the Grant Agreement. The information supplied in this application is true to the best of my knowledge

Name:

PIN:

Date:

Note:

1. Submitting grant application is not a guarantee of grant being approved.
2. Once form has been submitted, it cannot be changed unless it has a status of "Return".

FOR GHSP USE ONLY:

Recommendation:

Date:

Year 1: 85% Federal (\$216,763.00) 15% Local (\$38,252.00)

Year 2: 70% Federal (\$178,510.50) 30% Local (\$76,594.50)

Year 3: 50% Federal (\$127,507.50) 50% Local (\$127,507.50)

At Year 4, all costs associated with these two (2) positions will be completely local funded positions with no further grant funding provided.

Guiding Document for Enforcement and Equipment Grants

The following document provides guidance for writing a competitive grant application. Please review it carefully prior to completing the online grant application form.

The following specific restrictions are placed on funding:

- Funding is **NOT** allowed for speed display signs (either pole mounted or enclosed in a trailer).
- Funding is **NOT** allowed for body cameras.
- Funding is **NOT** allowed for grants solely for equipment.

Highway Safety Projects with Personnel		
Year	Federal	Local
1	85%	15%
2	70%	30%
3	50%	50%

Highway Safety Projects with DWI Personnel		
Year	Federal	Local
1	100%	0%
2	85%	15%
3	70%	30%
4	50%	50%

PROBLEM IDENTIFICATION and SOLUTION NARRATIVE

Below are information and examples to assist in completing a competitive application. Please contact a Highway Safety Specialist at (919) 814-3650 if you have any questions.

A Problem Statement is required for all applications. It is a one paragraph statement briefly stating the problem. It must include the county ranking(s) as listed on our website.

Problem statement *(Supplement with additional information as needed)*

Mayberry County has a large number of alcohol-related fatalities and unrestrained occupant fatalities compared to other counties. Mayberry County had 101 alcohol-related fatalities and 76 unrestrained fatalities during the five year period of 2012-2016 averaging 20 alcohol-related and 15 unrestrained fatalities a year. Compared to all North Carolina counties, Mayberry County ranked first in the number of alcohol-related fatalities and fourth in the number of unrestrained fatalities during the five year period of 2012-2016 .

Make sure you include additional information describing your service area, agency, demographics, etc. that is pertinent to the identified problem.

Description of Service Area *(Supplement with additional information as needed)*

The Town of Barney is the second largest municipality in Mayberry County. Barney is located in the piedmont area of the state, is 78.6 square miles in size and contains 212 miles of state and local roads. The 2013 population estimate is 200 thousand people.

Description of Agency *(Supplement with additional information as needed)*

The Barney Police Department has 33 sworn officers with 18 assigned to general patrol. The department does not have a dedicated traffic unit. Calls for service have steadily increased by an average ten percent each of the past five years with no increase in staffing. Patrol officers are required to conduct a minimum of 30 minutes dedicated enforcement each shift unless waived by a supervisor due to excessive call volume.

Description of Area Demographics *(Supplement with additional information as needed)*

The average age of the adult population is 32 with a breakdown by gender of 54 percent female and 46 percent male. The main economic industry is manufacturing with three large companies employing a total of 43,000 factory workers. The next largest employment base is the service industry with 17,000 workers.

Other Information *(Include any other pertinent information to describe your area or obstacles)*

Types of Data or Other information you may want to include if it relates to your crash problem:

Data

- County level data from GHSP (see data tables) and city level data from local records
- County crash ranking (from GHSP) REQUIRED
- Crash data to include – fatality, serious injury, over all crashes, and if focus is on specific program area include alcohol-related, unrestrained, etc.? (from GHSP) REQUIRED
- Recommend five years of most recent available state data to show trend
- Geographic location in state, general demographics of area if appropriate to problem
- Enforcement figures for applicant agency only (unless countywide task force) for previous three years
- Target audience – males 18-34, pick-up truck drivers, motorcyclists
- Population figures

Other information

- Road/highway features – interstate highways, mountain roads, traffic counts
- Daytime or peak season population features (if appropriate)
- Agency size and demographics (total allotted sworn, total sworn assigned to patrol, total sworn assigned to traffic, number of current vacancies), existing traffic unit, previous traffic unit
- Coordination with other LE agencies
- Seat belt usage rate from observational surveys
- Information about the leading crash locations? How many killed there? Cause?

NOTE: Loss of revenue or budget reductions are not justification for funding.

Solution Narrative *(Explain how you will solve your problem)*

You may want to include information such as:

- Creating countywide task force, multi-agency cooperation, dedicated traffic unit
- Your agency's traffic enforcement efforts to date and your future plan of action
- Continuation plans after funding ends
- How will you evaluate your effectiveness

AGENCY GOALS and OBJECTIVES

The following pages include fill-in-the-blank goals and objectives to consider including in your application. They are categorized under the GHSP goals as listed on the application. For each GHSP goal you select on your application you should include a corresponding agency goal or goals. The list of agency objectives could apply to any or all of the agency goals you include. You are not limited to using these goals and/or objectives. However, you are strongly encouraged to utilize them in addition to any others that you wish to include. If you use goals or objectives that are not on the list make sure they are Specific, Measurable, Action-oriented, Realistic and Time specific.

OVERALL

The GHSP's goal is to reduce traffic-related fatalities by 25 percent from the 2008-2012 average of 1,317 to 988 by 2020.

Agency Goals

To reduce traffic-related fatalities by ____ percent from the 2012-2016 calendar year average of ____ fatalities to ____ fatalities during the fiscal year October 1, 2018 to September 30, 2019.

To decrease traffic-related serious injuries (type A) by ____ percent from the 2012-2016 calendar year average of ____ injuries to ____ injuries during the fiscal year October 1, 2018 to September 30, 2019.

Agency Objectives

- Identify the top ____ high crash locations and conduct targeted enforcement efforts a minimum of ____ times a week/month.
- Conduct/participate in ____ outreach/educational traffic safety events each month/quarter.
- **Participate and report in all GHSP and national highway safety campaigns. (including, but not limited to Booze It & Lose It, Click It or Ticket, Child Passenger Safety, Distracted Driving Awareness, Motorcycle Awareness, etc.). Full campaign participation is accomplished through *increased* high visibility enforcement as appropriate.**
- Train/re-train ____ officers in advanced traffic crash investigation.
- Train/re-train ____ officers in DDACTS.
- Meet quarterly with local and state DOT engineers to discuss crash causes in high crash locations.
- Coordinate with local media outlets on traffic enforcement and outreach activities a minimum of ____ times a month/quarter.
- Coordinate or participate in a minimum of ____ multi-agency traffic enforcement activities per month/quarter.
- Engage a minimum of ____ media partners in the traffic safety message.

City agency uses city crash data for goals (as provided by municipality)

County agency uses county crash data for goals (available on GHSP website)

IMPAIRED DRIVING

The GHSP's goal is to reduce alcohol-related fatalities by 35 percent from 2008-2012 average of 386 to 251 by 2020.

Agency Goals

To reduce the number of alcohol-related fatalities by ____ percent from the 2012-2016 calendar year average of ____ fatalities to ____ fatalities during the fiscal year October 1, 2018 to September 30, 2019.

To reduce the number of serious injuries (type A) in alcohol-related crashes by ____ percent from the 2012-2016 calendar year average of ____ injuries to ____ injuries during the fiscal year October 1, 2018 to September 30, 2019.

To reduce the number of alcohol-related crashes by ____ percent from the 2012-2016 calendar year average of ____ crashes to ____ crashes during the fiscal year October 1, 2018 to September 30, 2019.

Agency Objectives

- Increase the number of DWI arrests by ____ percent from ____ in calendar year 2017 to ____ during the fiscal year October 1, 2018 to September 30, 2019.
- Conduct/participate in ____ impaired driving checking stations/saturation patrols each month.
- Identify the top _____ alcohol-related crash locations and conduct targeted enforcement efforts a minimum of ____ times a week/month.
- Train/re-train ____ officers in SFST, ARIDE and/or DRE.
- Conduct/participate in ____ impaired driving outreach/educational events each month/quarter.
- **Participate and report in all GHSP and national highway safety campaigns focused on impaired driving (including, but not limited to Booze It & Lose It: St. Patrick's Day, Operation Firecracker, Labor Day, Halloween, and Holiday campaigns, etc.). Full campaign participation is accomplished through *increased* high visibility enforcement.**
- Engage a minimum of ____ media partners in the traffic safety message focused on impaired driving.

OCCUPANT RESTRAINT

The GHSP's goal is to reduce unrestrained fatalities by 30 percent from the 2008-2012 average of 407 to 285 by 2020.

The GHSP's goal is to increase seat belt usage rate 4.4 percentage points to 95% by 2020.

Agency Goals

To reduce the number of unrestrained fatalities by ____ percent from the 2012-2016 calendar year average of ____ fatalities to ____ fatalities during the fiscal year October 1, 2018 to September 30, 2019.

To reduce the number of unrestrained serious injuries (type A) by ____ percent from the 2012-2016 calendar year average of ____ serious injuries to ____ serious injuries during the fiscal year October 1, 2018 to September 30, 2019.

To increase the seat belt usage rate by ____ percentage points from ____ percent in 2017 to ____ percent during the fiscal year October 1, 2018 to September 30, 2019.

Agency Objectives

- Increase the number of occupant restraint citations by ____ percent from ____ in 2017 to ____ during the fiscal year October 1, 2018 to September 30, 2019.
- Identify the top ____ high crash locations and conduct targeted enforcement efforts a minimum of ____ times a week/month.
- Conduct/participate in ____ day-time seat belt initiatives each month. (Can add multi-agency)
- Conduct/participate in ____ night-time seat belt initiatives each month. (Can add multi-agency)
- Conduct targeted enforcement efforts a minimum of ____ times a week/month. (Can add multi-agency)
- Conduct/participate in ____ occupant restraint outreach/educational events each month/quarter.
- Host ____ educational events highlighting the importance of occupant restraint use.
- Train/re-train ____ officers as CPS Technicians.
- Train/re-train ____ officers in identifying CPS misuse.
- **Participate and report in all GHSP and national highway safety campaigns focused on occupant restraint use (including, but not limited to the Click It or Ticket campaigns in May and November, Child Passenger Safety Week in September, etc.). Full campaign participation is accomplished through *increased* high visibility enforcement.**
- Conduct a pre- and post-enforcement surveys for seatbelt usage to evaluate project progress.
- Engage a minimum of ____ media partners in the traffic safety message focused on occupant restraints.
- Contact local media outlets with information about enforcement initiatives, educational events or other traffic safety topics ____ times a month/quarter.

SPEED

The GHSP's goal is to reduce speed-related fatalities by 25 percent from the 2008-2012 average of 479 to 359 by 2020.

Agency Goals

To reduce the number of speed-related fatal crashes by ____ percent from the 2012-2016 calendar year average of ____ fatal crashes to ____ fatal crashes during the fiscal year October 1, 2018 to September 30, 2019.

To reduce the total number of persons killed in speed-related crashes by ____ percent from the 2012-2016 calendar year average of ____ fatalities to ____ fatalities during the fiscal year October 1, 2018 to September 30, 2019.

To reduce the total number of persons seriously injured (type A) in speed-related crashes by ____ percent from the 2012-2016 calendar year average of ____ serious injuries to ____ serious injuries during the fiscal year October 1, 2018 to September 30, 2019.

To reduce the number of speed-related crashes by ____ percent from the 2012-2016 calendar year average of ____ crashes to ____ crashes during the fiscal year October 1, 2018 to September 30, 2019.

Agency Objectives

- Increase the number of speeding citations by ____ percent (*suggest between 25% and 50%*) from the 2017 calendar year of ____ to ____ during the fiscal year October 1, 2018 to September 30, 2019.
- Identify the top ____ speed-related crash locations and conduct targeted enforcement efforts a minimum of ____ times a week/month.
- Conduct targeted enforcement efforts a minimum of ____ times a week.
- Identify residential speed enforcement areas and conduct targeted speed enforcement efforts a minimum of ____ times every week/month
- Conduct/participate in ____ speeding-related outreach/educational events each month/quarter.
- Host ____ educational events highlighting the dangers of excessive speed each month/quarter.
- Train/re-train ____ officers in radar/lidar operation.
- **Participate and report in all GHSP and national highway safety campaigns focused on speeding (including, but not limited to the Obey the Sign or Pay the Fine campaign during March/April). Full campaign participation is accomplished through *increased* high visibility enforcement.**
- Engage a minimum of ____ media partners in the traffic safety message focused on speeding.
- Contact local media outlets with information about enforcement initiatives, educational events or other traffic safety topics ____ times a month/quarter.

MOTORCYCLES

The GHSP's goal is to reduce motorcycle fatalities by 25 percent from the 2008-2012 average of 177 to 133 by 2020.

Agency Goals

To reduce the number of motorcycle fatalities by ____ percent from the 2012-2016 calendar year average of ____ to ____ during the fiscal year October 1, 2018 to September 30, 2019.

To reduce the number of motorcycle crashes by ____ percent from the 2012-2016 calendar year average of ____ to ____ during the fiscal year October 1, 2018 to September 30, 2019.

To reduce the number of serious injuries (type A) in motorcycle crashes by ____ percent from the 2012-2016 calendar year average of ____ serious injuries to ____ serious injuries during the fiscal year October 1, 2018 to September 30, 2019.

Agency Objectives

- Identify the top ____ motorcycle crash locations and conduct targeted enforcement efforts a minimum of ____ times a week/month/quarter.
- Conduct/participate in ____ motorcycle safety and awareness outreach/educational events each month/quarter/year.
- Host ____ educational events highlighting motorcycle safety and awareness each month/quarter/year.
- Train ____ motor officers as BikeSafeNC Assessors.
- Train ____ officers in motorcycle laws and identifying proper safety attire
- Host/participate in ____ BikeSafeNC classes.
- **Participate and report in as appropriate all GHSP and national highway safety campaigns focused on motorcycle safety and awareness.**
- Engage a minimum of ____ media partners in the traffic safety message focused on motorcycles.
- Contact local media outlets with information about enforcement initiatives, educational events or other traffic safety topics ____ times a month/quarter.

YOUTH

The GHSP's goal is to reduce young (age 20 and younger) driver-involved fatal crashes by 30 percent from the 2008-2012 average of 196 to 137 by 2020.

Agency Goals

Reduce the number of young (age 20 and younger) driver-involved fatal crashes by ____ percent from the 2012-2016 calendar year average of ____ fatal crashes to ____ fatal crashes during the fiscal year October 1, 2018 to September 30, 2019.

Reduce the number of young (age 20 and younger) driver-involved serious injury (type A) crashes by ____ percent from the 2012-2016 calendar year average of ____ serious injury crashes to ____ serious injury crashes during the fiscal year October 1, 2018 to September 30, 2019.

Reduce the number of young (age 20 and younger) driver-involved crashes by ____ percent from the 2012-2016 calendar year average of ____ crashes to ____ crashes during the fiscal year October 1, 2018 to September 30, 2019.

Agency Objectives

- Identify the top ____ young driver-involved high crash locations and conduct targeted enforcement efforts a minimum of ____ times a week/month.
- Conduct/participate in ____ day-time seat belt initiatives each month/quarter.
- Conduct/participate in ____ night-time seat belt initiatives each month/quarter.
- Conduct/participate in ____ highway safety outreach/educational events focused on teens/young drivers each month/quarter/year.
- Conduct/participate in ____ outreach/educational events focused on young drivers highlighting the importance of occupant restraint use and other high-risk driving behaviors each quarter/year.
- **Participate and report in all GHSP and national highway safety campaigns, especially those focused on youth related highway safety issues.**
- Conduct/participate in ____ school zone enforcement operations each month/quarter/year.
- Conduct/participate in ____ distracted driving (such as using a hand-held cell phone or texting while driving) enforcement operations each month/quarter/year.
- Engage a minimum of ____ media partners in the traffic safety message focused on young drivers.
- Contact local media outlets with information about enforcement initiatives, educational events or other traffic safety topics ____ times a month/quarter.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Discussion Items for Action

SUBJECT:

Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2022-2023 Taxes

BRIEF SUMMARY:

The Tax Collector is required by NCGS 105-373 to give an annual settlement on current and delinquent taxes to the governing body for review and approval. The settlement report for fiscal year 2021-2022 is attached. This report contains real and personal taxes that remain unpaid for the fiscal year. These lists are recharged to the Tax Collector for collection. Also attached is the Order to Collect, to be executed by the Chairman of Board of County Commissioners, authorizing the Tax Collector to collect all FY 2021-2022 property taxes.

REQUESTED ACTION:

Motion to accept the Tax Collector's annual settlement and approve the Order to Collect in accordance with NCGS 105-321.

EXPECTED LENGTH OF PRESENTATION:

5 Minutes

SUBMITTED BY:

David Thrift, Tax Administrator

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

- ▢ 2022 Order to Collect
- ▢ Tax 2021 AR Real Personal and DMV
- ▢ Tax Levy



ORDER OF THE BOARD OF COUNTY COMMISSIONERS
IN ACCORDANCE WITH N.C.G.S. 105-321

To: M. David Thrift
Tax Administrator, Cabarrus County

You are hereby authorized, empowered, and commanded to collect the 2022 property taxes filed in the office of the Cabarrus County Tax Assessor, and in the receipts herewith delivered to you, in the amounts and from the taxpayers likewise set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Cabarrus, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayer, for and on account thereof, in accordance with the law.

Witness my hand and official seal, this 18th day of July 2022.

Stephen M. Morris, Chairman
Cabarrus County Board of Commissioners

Attest:

Lauren Linker, Clerk to the Board

CABARRUS COUNTY
OUTSTANDING REAL, PERSONAL AND DMV BILLS
TAX YEAR 2021
At June 30, 2022

Name	REAL & PERSONAL		DMV		Total Outstanding
	Ad Valorem	Penalties	Ad Valorem	2021 Tax Bills	
County & Municipalities:					
Cabarrus County	\$ 1,354,362	\$ 23,490	\$ -	\$ 1,377,852	
City of Kannapolis	\$ 251,036	\$ 2,077	\$ -	\$ 253,113	
Town of Mt Pleasant	\$ 5,785	\$ 23	\$ -	\$ 5,807	
Town of Midland	\$ 9,782	\$ 61	\$ -	\$ 9,844	
City of Locust	\$ 74	\$ -	\$ -	\$ 74	
City of Concord	\$ 362,206	\$ 8,863	\$ -	\$ 371,069	
Town of Harrisburg	\$ 34,024	\$ 1,578	\$ -	\$ 35,602	
Fire Districts:					
Kannapolis Rural	\$ 5,120	\$ 2	\$ -	\$ 5,122	
Jackson Park	\$ 2,180	\$ 4	\$ -	\$ 2,184	
Cold Water	\$ 2,964	\$ 43	\$ -	\$ 3,006	
Allen	\$ 7,042	\$ 143	\$ -	\$ 7,185	
Midland	\$ 3,528	\$ 3	\$ -	\$ 3,531	
Harrisburg (Outside)	\$ 6,079	\$ 4	\$ -	\$ 6,083	
Rimer	\$ 2,159	\$ 46	\$ -	\$ 2,205	
Mt Mitchell	\$ 1,929	\$ 7	\$ -	\$ 1,936	
Odell	\$ 4,432	\$ 22	\$ -	\$ 4,453	
Georgeville	\$ 2,583	\$ 12	\$ -	\$ 2,594	
Flowes Store	\$ 4,011	\$ 23	\$ -	\$ 4,033	
Northeast	\$ 2,259	\$ 32	\$ -	\$ 2,292	
Mt Pleasant	\$ 8,253	\$ 36	\$ -	\$ 8,289	
Gold Hill	\$ 1,291	\$ 0	\$ -	\$ 1,291	
Richfield	\$ 47	\$ 0	\$ -	\$ 47	
Harrisburg (Inside)	\$ 360	\$ 199	\$ -	\$ 558	
Concord Rural	\$ 68	\$ 5	\$ -	\$ 73	
Totals	\$ 2,071,571	\$ 36,674	\$ -	\$ 2,108,245	

2022-2023

AMOUNT CHARGED TO
COLLECT FOR FISCAL YEAR
2022-2023 REAL AND PERSONAL PROPERTY
AS OF JULY 18, 2022

Jurisdiction	Principal	Penalty	Total
COUNTY	\$205,587,987.00	\$211,302.96	\$205,799,289.96
HARRISBURG CITY TAX	\$11,971,643.58	\$8,403.81	\$11,980,047.39
CONCORD CITY TAX	\$67,107,800.97	\$57,690.78	\$67,165,491.75
MT PLEASANT CITY TAX	\$858,641.93	\$1,316.98	\$859,958.91
KANNAPOLIS CITY TAX	\$28,824,548.25	\$38,658.31	\$28,863,206.56
LOCUST CITY TAX	\$301,262.56	\$44.02	\$301,306.58
MIDLAND CITY TAX	\$1,247,489.88	\$975.83	\$1,248,465.71
Fire Districts			
KANNAPOLIS FIRE - RURAL	\$197,367.59	\$48.41	\$197,416.00
JACKSON PARK FIRE TAX	\$209,687.25	\$164.78	\$209,852.03
COLD WATER FIRE TAX	\$219,436.69	\$101.12	\$219,537.81
ALLEN FIRE TAX	\$485,681.82	\$1,241.55	\$486,923.37
MIDLAND FIRE TAX	\$1,118,106.85	\$2,636.97	\$1,120,743.82
HARRISBURG FIRE RURAL	\$1,134,060.58	\$193.67	\$1,134,254.25
RIMER FIRE TAX	\$192,790.79	\$248.35	\$193,039.14
MT MITCHELL FIRE TAX	\$92,441.16	\$55.38	\$92,496.54
ODELL FIRE TAX	\$738,655.28	\$266.74	\$738,922.02
GEORGEVILLE FIRE TAX	\$254,627.11	\$1,058.17	\$255,685.28
FLOWES STORE FIRE TAX	\$238,247.14	\$758.99	\$239,006.13
NORTHEAST FIRE TAX	\$174,658.53	\$151.24	\$174,809.77
MT PLEASANT FIRE TAX	\$527,812.01	\$433.07	\$528,245.08
GOLD HILL FIRE TAX	\$43,920.04	\$31.43	\$43,951.47
RICHFIELD FIRE TAX	\$9,921.32	\$1.66	\$9,922.98
HARRISBURG FIRE CITY	\$0.00	\$0.00	\$0.00
CONCORD RURAL FIRE TAX	\$43,223.59	\$150.63	\$43,374.22
Special			
CONCORD DOWNTOWN TAX	\$127,337.26	\$175.14	\$127,512.40
LOCUST SOLID WASTE	\$21,000.00		\$21,000.00
Total	\$321,728,349.18	\$326,109.99	\$322,054,459.17

This levy may be adjusted through discoveries and releases throughout the tax year.

CABARRUS COUNTY



BOARD OF COMMISSIONERS WORK SESSION

**July 5, 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 July 18, 2022 regular meeting is attached.

REQUESTED ACTION:

Motion to approve the agenda for the July 18, 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

**July 18, 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

Pastor Joe DeJesus, Concord First Assembly

A. APPROVAL OR CORRECTIONS OF MINUTES

1. Approval or Correction of Meeting Minutes

B. APPROVAL OF THE AGENDA

C. RECOGNITIONS AND PRESENTATIONS

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. Active Living and Parks - FY 23 Matching Incentive Grant Requests
2. Appointments - Transportation Advisory Board
3. Appointments - Library Board of Trustees
4. Appointments and Removals - Early Childhood Task Force Advisory Board

5. BOC - Voting Delegate Designation for NCACC 115th Annual Conference and NCACC Legislative Goals Conference
6. BOC - Centralina Regional Council Request to Ratify Amended Centralina Charter
7. Budget - Rental Increase for the Cabarrus County Human Services Center Building in Kannapolis
8. County Manager - Finance Authority Revisions
9. County Manager - Retention Payment for Cabarrus Health Alliance Employees
10. Finance - American Rescue Plan Act Funds for Habitat for Humanity
11. Finance - Approval of Project Ordinances and Budget Amendment Related to CIP Funded Projects in the FY22 General Fund Budget
12. Finance - Cabarrus County School Request for RCCC Mobile Units
13. Finance - Cabarrus County School Request for Road Improvements at R. Brown McAllister
14. Finance - Contingency Fund Request for Courthouse Project
15. Finance - East Gold Hill Volunteer Fire Department to Acquire New Capital Assets
16. Finance - Lottery Proceeds Allocated for Rowan County Schools within the Kannapolis City Schools District
17. Finance - Occupancy Tax Waiver
18. Infrastructure and Asset Management - Mt. Pleasant Library, Senior Center, and Park Naming Discussion
19. Infrastructure and Asset Management - New Library and Senior Center Naming Decision
20. Infrastructure and Asset Management - Public Safety Training Facility Design Team Selection
21. Infrastructure and Asset Management - Recommended Approval of Preferred Alternates for Courthouse Expansion Project GMP-3
22. Planning and Development - Request from City of Concord Parks and Recreation
23. Sheriff's Office - Acceptance of Edward Byrne Justice Assistance Grant (JAG)
24. Sheriff's Office - Acceptance of Local Government Resolution for Governor's Highway Safety Grant
25. Tax Administration - Refund and Release Reports - June 2022
26. Tax Administration - Tax Collector's Annual Settlement and Order Authorizing Collection of FY 2022-2023 Taxes

G. NEW BUSINESS

1. JCPC - Resolution Supporting Compression Increases for Division of Juvenile Justice and Delinquency Prevention Detention and Youth Development Center Staff
2. Planning and Development - Appeal of Order to Take Corrective Action - 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 - June 2022 Monthly Summary Report

I. GENERAL COMMENTS BY BOARD MEMBERS

J. WATER AND SEWER DISTRICT OF CABARRUS COUNTY

K. CLOSED SESSION

L. ADJOURN

Scheduled Meetings

July 20	Cabarrus Summit	6:00 p.m.	Cabarrus Arena
August 1	Work Session	4:00 p.m.	Multipurpose Room
August 15	Regular Meeting	6:30 p.m.	BOC Meeting Room
September 6	Work Session	4:00 p.m.	Multipurpose Room
September 19	Regular Meeting	6:30 p.m.	BOC Meeting Room

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

**July 5, 2022
4:00 PM**

AGENDA CATEGORY:

Closed Session

SUBJECT:

Closed Session - Pending Litigation

BRIEF SUMMARY:

A closed session is needed to discuss matters related to pending litigation as authorized by NCGS 143-318.11(a)(3).

REQUESTED ACTION:

Motion to go into closed session to discuss matters related to pending litigation as authorized by NCGS 143-318.11(a)(3).

EXPECTED LENGTH OF PRESENTATION:

30 Minutes

SUBMITTED BY:

Mike Downs, County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:
